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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R.1466]

[17 Julie 1981

LOONWET, 1957

LOONVASSTELLING 412

SEKURITEITSDIENSTE, SEKERE GEBIEDE

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

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie vasstelling is van toepassing op alle werknemers uitgesonderd bestuurders en op die werkgewers van sodanige werknemers in Sekuriteitsdienste in die volgende gebiede:

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

Natal.—Die landdrosdistrikte Camperdown, Durban, Inanda, Kliprivier, Newcastle, Pietermaritzburg en Pinetown;

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R.1466]

[17 July 1981

WAGE ACT, 1957

WAGE DETERMINATION 412

SECURITY SERVICES, CERTAIN AREAS

By direction of the Minister of Manpower 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 Security Services, 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 AND SCOPE OF THE DETERMINATION

(1) This determination applies to all employees, excluding managers, and to the employers of such employees in Security Services 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 Camperdown, Durban, Inanda, Klip River, Newcastle, Pietermaritzburg and Pinetown;

Oranje-Vrystaat.—Die landdrosdistrikte Bloemfontein en Sasolburg; *Transvaal.*—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom.

(2) „Sekuriteitsdienste” beteken die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om persele, geboue, bouwerke, enige ander vaste eiendom, voertuie, skepe, bote of ander watervaartuie, goedere, persone of werknemers te bewaak of te beskerm en sluit dit in die deponering, opvra en trek of vervoer van geld namens of ten behoeve van ’n kliënt, die opmaak daarvan in gespesifiseerde bedrae, die plaas van gespesifiseerde bedrae in koeverte en die oorhandiging van die koeverte aan persone, soos deur die kliënte opgedra of die vervoer van enige ander goedere wat bewaak of beskerm moet word terwyl dit vervoer word.

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; voorts, tensy onbestaanbaar met die sinsverband, beteken—

(1) „ambagsman” ’n werknemer wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (1)

(2) „arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Ambagsmanne behulpsaam wees deur artikels of gereedskap vas te hou of saam met hom te werk sonder om onafhanklik van gereedskap gebruik te maak;
- (b) batterye verwyder, volmaak of terugplaas;
- (c) behulpsaam wees op voertuie maar wat nie die dryf, bewaking of herstelwerk aan die voertuie omvat nie;
- (d) boodskappe, briewe, goedere of pakkette te voet, per driewieler, handvoertuig of trapiets aflewer of vervoer;
- (e) brandstoftens vul of oliebakke leegtap of vul;
- (f) deure of vensters oop- of toemaak;
- (g) goedere of pakkette dra, optel, opberg, skuif, laai, aflaai, oop- of toemaak;
- (h) handdoeke, seep of toiletpapier vervang;
- (i) honde voed of versorg;
- (j) hondehokke, buitegeboue of toilette afwit, skoonmaak of ontsmet;
- (k) houters of pakkette stempel of sjabloneer waar diskresie nie nodig is nie;
- (l) met rubberstempels stempel of volgens serie nommer waar diskresie nie nodig is nie;
- (m) oorpakke, uniforms of beskermende klere was of stryk;
- (n) persele, deure, vensters, toerusting, gereedskap, installasies, masjinerie, meubels, voertuie, houters of ander artikels skoonmaak of was en omvat dit ook die polering van vloere, meubels of voertuie of die afborsel van matte of die skoonmaak van matte met behulp van ’n masjien;
- (o) rantsoene gaarmaak of tee of soortgelyke drankie vir werknemers maak of aan hulle bedien of tee of ander verversings vir die werkgewer of sy gaste maak of aan hulle bedien;
- (p) posseëls op briewe, pakkette of ander artikels plak;
- (q) tuinwerk;
- (r) voertuie, installasies of masjinerie olie of ghries;
- (s) voertuie stoot of trek anders as deur middel van meganiese toerusting;
- (t) vullis of skrot verwyder;
- (u) wiele, buite- of binnebande afhaal, vervang, of omruil of binne- buitebande herstel of oppomp; (15)

(3) „bedryfsinrigting” die perseel vanwaar die werkgewer sy besigheid dryf; (9)

(4) „bestuurder” ’n werknemer wat deur sy werkgewer belas is met die algehele—

- (a) toesig oor;
- (b) verantwoordelikheid vir; en
- (c) leiding van;

die werksaamhede van ’n bedryfsinrigting of ’n afdeling van ’n bedryfsinrigting of ’n werkplek en die werknemers wat daarin werk; (19)

(5) „bruto voertuigmassa” met betrekking tot ’n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos deur die ver-

Orange Free State.—The Magisterial Districts of Bloemfontein and Sasolburg;

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

(2) “Security Services” means the trade in which employers and employees are associated for the purpose of guarding or protecting premises, buildings, structures, any other fixed property, vehicles, vessels or boats or other watercraft and persons or employees and includes the depositing, withdrawal and cashing or transportation of money for or on behalf of a client, the making up thereof in specified amounts, the placing of specified amounts in envelopes and the handing over of the envelopes to persons, as instructed by the client, or the transportation of any other goods that have to be guarded or protected whilst in transit.

2. DEFINITIONS

Unless the context otherwise indicates, every expression used in this determination and defined in the Wage Act, 1957, shall have the same meaning as in that Act, and for the purposes of this determination an employee shall be deemed to be in that class in which he is solely or mainly employed; furthermore, unless inconsistent with the context—

(1) “artisan” means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (1)

(2) “cargo guard” means an employee who, on a ship, guards the cargo of such ship; (33)

(3) “casual employee” means an employee, other than a cargo guard or ship guard, who is employed by the same employer on not more than three days in any week; (16)

(4) “clerical assistant” means an employee, other than a security guard grade I, security guard grade II, security officer grade A or a security officer grade B, who, under the supervision of a clerk with at least two years’ experience, is engaged in any one or more of the following activities:

- (a) Recording particulars in registers otherwise than by means of a typewriter;
- (b) recording particulars of annual sick leave;
- (c) checking or recording details pertaining to uniforms, overalls, protective clothing, batons, handcuffs, flashlights and other equipment issued or received;
- (d) checking attendance registers or entering particulars in connection with employees who are absent or present or the time spent by employees on different tasks at establishments or places of employment;
- (e) recording the engagement, dismissal or resignation of employees, including any necessary entries in an employee’s files or documents;
- (f) filing documents according to written instructions or a list, in alphabetical or numerical order or according to colour;
- (g) preparing wage or time cards;
- (h) transferring names and addresses from compiled documents to envelopes, labels or circulars otherwise than by means of a typewriter;
- (i) adding or subtracting, including making use of a machine;
- (j) issuing passes or preparing certificates of service;
- (k) interpreting or translating Bantu languages;
- (l) issuing time cards; (12)

(5) “clerk” means an employee who is engaged in writing, typing or filing or in any other form of clerical work and includes a cashier, storeman, communications centre or control centre operator and a telephone switchboard operator and who can make up money into specified amounts and place such money in envelopes, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a part of such employee’s work; (11)

(6) “day” means a period of 24 hours from midnight to midnight: Provided that, in the case of a member of the security staff, it shall mean a period of 24 consecutive hours, reckoned from the time such employee usually commences work; (6)

(7) “driver” means an employee, other than a security officer grade A or security officer grade B or a security guard grade I, who drives a motor vehicle, and for the purposes of this definition the expression “driving a motor vehicle” shall include all periods during which he drives, all time spent by him on work connected with the vehicle or the

vaardiger gespesifiseer of, by ontstentenis van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal; (12)

(6) „dag” ’n tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van ’n lid van die sekuriteitspersoneel ’n tydperk van 24 agtereenvolgende ure gereken vanaf die tyd wat sodanige werknemer gewoonlik begin werk, sal beteken; (6)

(7) „drywer” ’n werknemer, uitgesonderd ’n sekuriteitsbeampte graad A, sekuriteitsbeampte graad B of ’n sekuriteitswag graad I, wat ’n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking „’n motorvoertuig dryf” alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf; (7)

(8) „faktotum” ’n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting en wat ook kleinere herstelwerk of opknappings aan geboue kan doen, maar wat geen werk verrig wat gewoonlik deur ’n ambagsman gedoen word nie; (13)

(9) „gekwalifiseerd” met betrekking tot ’n werknemer, dat die ondervinding van ’n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken „ongekwalifiseerd” dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (24)

(10) „goedere” enige roerende eiendom insluitende geld en ander kosbaarhede wat aan die werkgewer behoort of in sy bewaring is, wat bewaak of beskerm moet word; (11)

(11) „klerk” ’n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook ’n kassier, magasynman, kommunikasiesentrum- of kontrolesentrumoperateur en ’n telefoonskakelbordoperateur en wat geld in gespesifiseerde bedrae kan opmaak en sodanige geld in koeverte kan plaas, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so ’n werknemer se werk; (5)

(12) „klerklike assistent” ’n werknemer, uitgesonderd ’n sekuriteitswag graad I, sekuriteitswag graad II, sekuriteitsbeampte graad A of ’n sekuriteitsbeampte graad B, wat onder die toesig van ’n klerk van minstens twee jaar ondervinding een of meer van die volgende werksaamhede verrig:

- (a) Besonderhede in registers aanteken op ’n ander manier as met ’n tikmasjien;
- (b) besonderhede van jaarlikse of siekteverlof opteken;
- (c) besonderhede in verband met uniforms, oorpakke, beskermende klere, knuppels, handboeie, flitse en ander uitrusting wat ontvang of uitgereik is, nagaan of aanteken;
- (d) bywoningsregisters kontroleer of besonderhede in verband met werknemers wat aanwesig of afwesig is, of die tyd deur werknemers aan verskillende take by bedryfsinrigtings of werkplekke bestee, aanteken;
- (e) die indiensneming, ontslag of bedanking van werknemers opteken, insluitende enige nodige inskrywings in die werknemer se lêers of dokumente;
- (f) dokumente liasseer volgens ’n skriftelike opdrag of lys, in alfabetiese of numerieke volgorde of volgens kleur;
- (g) loon- of tydkaarte voorberei;
- (h) name en adresse van opgestelde dokumente op koeverte, etikette of omsendbriewe oorbring op ’n ander manier as met ’n tikmasjien;
- (i) optel of aftrek, asook met behulp van ’n masjien;
- (j) passe uitreik of dienssertifikate voorberei;
- (k) Bantoetale tolk of vertaal;
- (l) tydkaarte uitreik; (4)

(13) „korttyd” ’n tydelike vermindering van die getal gewone werkers weens ’n slappe in die sekuriteitsdienste, ’n onklaarraking van masjinerie, toerusting of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (32)

(14) „ligte motorvoertuig” ’n motorvoertuig waarvan die bruto voertuigmassa nie 3 500 kg oorskry nie; (17)

(15) „loon” die bedrag wat ingevolge klousule 3 (1) aan ’n werknemer betaalbaar is ten opsigte van sy gewone werksure soos by klousule 5 voorgeskryf: Met dien verstande dat as ’n werkgewer ’n werknemer ten opsigte van sodanige gewone werksure gereeld ’n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; (35)

(16) „los werknemer” ’n werknemer, uitgesonderd ’n skeepswag of vragwag, wat hoogstens drie dae in enige week by dieselfde werkgewer in diens is; (3)

(17) „magasynman” ’n werknemer wat beheer het oor voorrade of inkomende goedere en wat daarvoor verantwoordelik is om goedere in ’n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere vanuit ’n magasyn of pakhuis uit te reik. Vir die doeleindes van hierdie omskrywing omvat die uitdrukking „goedere” nie eiendom wat aan die werkgewer toevertrou is vir bewaring nie; (33)

(18) „medium motorvoertuig” ’n motorvoertuig waarvan die bruto voertuigmassa 3 500 kg oorskry maar nie 9 000 kg nie; (20)

(19) „motorvoertuig” ’n selfgedrewe voertuig wat gebruik word vir die vervoer van goedere, persone of honde en omvat dit ook ’n motorfiets en ’n motordriewiel; (21)

load, and all periods during which he is obliged to remain at his post in readiness to drive; (7)

(8) “emergency work” means—

(a) any work which owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of equipment, plant or machinery or a threatened breakdown of buildings, must be done without delay;

(b) any work connected with the repair or overhaul of a motor vehicle, equipment, plant or machinery which cannot be done during ordinary working hours;

(c) any work which a member of the security staff is required to perform in substitution for any other member of the security staff who fails to report for duty; (20)

(9) “establishment” means the premises from which the employer conducts his business; (3)

(10) “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) a clerical assistant, the total period or periods of employment which an employee has had as a clerical assistant in any trade or in the service of the State;

(c) any other class of employee, the total period or periods of employment which an employee has had in his class in Security Services; (21)

(11) “goods” means any movable property, including money and other valuables belonging to or in the custody of the employer, that has to be guarded or protected; (10)

(12) “gross vehicle mass”, in relation to a motor vehicle, means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority; (5)

(13) “handyman” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, and who may also effect minor repairs or renovations to buildings, but who does not do any work normally performed by an artisan; (8)

(14) “heavy motor vehicle” means a motor vehicle the gross vehicle mass of which exceeds 9 000 kg; (31)

(15) “labourer” means an employee who is engaged in any one or more of the following activities:

(a) Assisting an artisan by holding articles or tools or working with him without making independent use of any tools;

(b) removing, topping up or replacing batteries;

(c) assisting on vehicles, otherwise than driving, guarding or repairing such vehicles;

(d) delivering or conveying messages, letters, goods or parcels on foot, by three-wheeler, handcart or bicycle;

(e) filling fuel tanks or filling or draining oil sumps;

(f) opening or closing doors or windows;

(g) carrying, lifting, storing, moving, loading, unloading, opening or closing goods or parcels;

(h) replacing towels, soap or toilet-paper;

(i) feeding or tending dogs;

(j) whitewashing, cleaning or disinfecting kennels, outbuildings or toilets;

(k) stamping or stencilling containers or parcels where discretion is not required;

(l) affixing rubber stamps or serial numbers where discretion is not required;

(m) washing or ironing overalls, uniforms or protective clothing;

(n) cleaning or washing premises, doors, windows, equipment, tools, plant, machinery, furniture, vehicles, containers or other articles, and this includes the polishing of floors furniture or vehicles, or the brushing of mats or the cleaning of mats by means of a machine;

(o) cooking rations or making tea or similar beverages for employees including serving them or making tea or other refreshments for the employer or his guests including the serving thereof;

(p) affixing postage stamps to letters, parcels or other articles;

(q) gardening;

(r) oiling or greasing vehicles, plant or machinery;

(s) pushing or pulling vehicles otherwise than by means of mechanical equipment;

(t) removing refuse or ashes;

(u) removing, replacing, changing of wheel, tyres or tubes, or repairing or pumping tyres or tubes; (2)

(16) “law” includes the common law; (36)

(17) “light motor vehicle” means a motor vehicle the gross vehicle mass of which does not exceed 3 500 kg; (14)

(18) “local authority” means any city council, divisional council, municipal council, town board, village management board and any similar institution or body contemplated in section 84 (1) (f) of the Constitution of the Republic of South Africa Act, 1961 (Act 32 of 1961); (23)

- (20) „noodwerk”—
- (a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van toerusting, installasie of masjinerie of 'n dreigende onklaarraking van geboue, sonder versuim gedoen moet word;
- (b) enige werk in verband met die opknapping of herstel van 'n motorvoertuig, toerusting, installasie of masjinerie wat nie gedurende gewone werkdagte verrig kan word nie;
- (c) enige werk wat 'n lid van die sekuriteitspersoneel moet verrig ter vervanging van enige ander lid van die sekuriteitspersoneel wat nie vir werk aanmeld nie; (8)
- (21) „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) 'n klerklike assistent, die totale tydperk of tydperke wat 'n werknemer as 'n klerklike assistent in enige bedryf of in diens van die Staat werksaam was;
- (c) alle ander klasse werknemers, die totale tydperk of tydperke wat 'n werknemer in sy klas in Sekuriteitsdienste werksaam was; (10)
- (22) „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 werkdagte by klousule 5 (1) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer—
- (a) wie se gewone werkdagte by klousule 5 (1) (a) voorgeskryf word, gedurende sy vry periode wat by klousule 5 (8) voorgeskryf word vir sy werkgever werk;
- (b) wie se gewone werkdagte by klousule 5 (1) (c) voorgeskryf word, op 'n Sondag vir sy werkgever werk; (22)
- (23) „plaaslike owerheid” enige stadsraad, afdelingsraad, munisipale raad, dorpsraad, dorpsbestuursraad en enige soortgelyke instelling of liggaam in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961) beoog; (18)
- (24) „senior bestuurs- of administratiewe werknemer” 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard by die uitvoering van die werksaamhede van 'n bedryfsinrigting; (30)
- (25) „sekuriteitsbeampte graad A” 'n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Advisering in verband met en verslagdoening oor enige aangeleentheid rakende bewakings- of beskermingsdienste;
- (b) bewaking of beskerming van geld of ander kosbaarhede;
- (c) opdra van geld by banke of soortgelyke instansies;
- (d) toesighouding oor ondergeskikte personeel;
- (e) trek van geld of tjeks of verhandelbare stukke in besit neem;
- (f) verantwoordelik wees vir personeelopleiding;
- (g) verlening van hulp met die sifting van kandidate vir indiensneming;
- (h) verrigting, wanneer dit vereis word, van bewakings- of beskermingsdienste saam met of in oorleg met die Suid-Afrikaanse Polisie, 'n burgelike beskermingsorganisasie, brandweer of enige soortgelyke organisasie;
- en wat in die uitvoering van enige of al sy werksaamhede 'n motorvoertuig kan dryf; (25)
- (26) „sekuriteitsbeampte graad B” 'n werknemer wat een of meer van die volgende werksaamhede verrig, naamlik toesighouding oor, kontroliering, onderrigting en opleiding van sekuriteitswagte graad I, sekuriteitswagte graad II, wagte of arbeiders en daarvoor verslag doen aan sy werkgever of 'n ander gespesifiseerde persoon; en wat—
- (a) in die uitvoering van enige of al sy werksaamhede 'n motorvoertuig kan dryf; of
- (b) vereis kan word om enige of al die werksaamhede wat vir 'n sekuriteitswag graad I voorgeskryf is, te verrig; (26)
- (27) „sekuriteitspersoneel” 'n sekuriteitsbeampte graad A, sekuriteitsbeampte graad B, sekuriteitswag graad I, sekuriteitswag graad II en 'n wag; (29)
- (28) „sekuriteitswag graad I” 'n werknemer wat in staat moet wees om een of albei amptelike tale van die Republiek te lees, skryf en te praat en wat een of meer van die volgende werksaamhede verrig:
- (a) Toesighouding oor of kontroliering van sekuriteitswagte graad II;
- (b) dryf van 'n motorvoertuig by die toesighouding oor of kontroliering van sekuriteitswagte graad II of wagte;
- (c) dryf van 'n motorvoertuig met die doel om sekuriteitspersoneel te vervoer;
- en van wie vereis kan word om een of meer van die pligte van 'n sekuriteitswag graad II te verrig; (27)
- (29) „sekuriteitswag graad II” 'n werknemer wat in staat moet wees om een of albei amptelike tale van die Republiek te lees, skryf en te praat en wat een of meer van die volgende werksaamhede verrig:
- (a) Deursoek van persone;
- (b) kontroliering van of verslagdoening oor die beweging van persone of voertuie by kontrolepunte of hekke;
- (c) toesighouding oor of kontroliering van wagte;
- en van wie vereis kan word om een of meer van die pligte van 'n wag te verrig; (28)

- (19) „manager” means an employee charged by his employer with the general—
- (a) supervision over;
- (b) responsibility for; and
- (c) direction of
- the activities of an establishment or any part of an establishment or a place of employment and the employees working therein; (4)
- (20) „medium motor vehicle” means a motor vehicle the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (18)
- (21) „motor vehicle” means a self-propelled vehicle used for the transportation of goods, persons or dogs, and shall include a motor cycle and motorised three-wheeler; (19)
- (22) „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), but does not include any period during which an employee—
- (a) whose ordinary hours of work are prescribed by clause 5 (1) (a) works for his employer during his free period prescribed by clause 5 (8);
- (b) whose ordinary hours of work are prescribed by clause 5 (1) (c) works for his employer on a Sunday; (22)
- (23) „place of employment” means any place, other than his employer's establishment, where one or more employees are engaged in Security Services; (35)
- (24) „qualified”, in relation to an employee, means that the experience of an employee in his class entitles him to the highest wage rate prescribed for that class of employee; conversely, „unqualified” means that his experience in his class does not entitle him to such highest wage rate; (9)
- (25) „security officer grade A” means an employee engaged in one or more of the following activities:
- (a) Advising and reporting on any matters affecting guarding or protection services;
- (b) the guarding or protection of money or other valuables;
- (c) the drawing of money at banks or similar institutions;
- (d) the supervision of subordinate staff;
- (e) the drawing of money or cheques or taking possession of negotiable documents;
- (f) assuming responsibility for staff training;
- (g) assisting in the screening of candidates for employment;
- (h) the performance, whenever required, of guarding or protection services in conjunction or in consultation with the South African Police, a civil protection organisation, a fire brigade or similar organisation;
- and who may drive a motor vehicle in the performance of any or all of his duties; (25)
- (26) „security officer grade B” means an employee engaged in any of the following activities, namely supervising, controlling, instructing and training security guards grade I, security guards grade II, guards or labourers and reporting thereon to this employer or any other specified person; and who—
- (a) may drive a motor vehicle in the discharge of any or all of his duties;
- (b) may be called upon to perform any or all of the duties prescribed for a security guard grade I; (26)
- (27) „security guard grade I” means an employee who must be able to read, write and to speak one or both of the official languages of the Republic and who performs one or more of the following activities:
- (a) Supervising or controlling security guards grade II;
- (b) driving a motor vehicle in the course of supervising or controlling security guards grade II or watchmen;
- (c) driving a motor vehicle for the purposes of transporting security staff; and who may be called upon to perform one or more of the duties of a security guard grade II; (28)
- (28) „security guard grade II” means an employee who must be able to read, write and to speak one or both of the official languages of the Republic and who performs one or more of the following activities:
- (a) The searching of persons;
- (b) checking or reporting on the movement of persons or vehicles at check-points or gates;
- (c) supervising or controlling watchmen;
- and who may be called upon to perform one or more of the duties of a watchman; (29)
- (29) „security staff” means a security officer grade A, a security officer grade B, a security guard grade I, security guard grade II and a watchman; (27)
- (30) „senior managerial or administrative employee” means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (24)
- (31) „ship guard” means an employee guarding the entrance or exit from a ship; (30)
- (32) „short-time” means a temporary reduction in the number of ordinary hours of work owing to a slackness of business in security

(30) „skeepswag” ’n werknemer wat die ingang tot of uitgang van ’n skip bewaak; (31)

(31) „swaar motorvoertuig” ’n motorvoertuig waarvan die bruto voertuigmassa 9 000 kg oorskry; (14)

(32) „tegniese of professionele werknemer” ’n werknemer wat in opdrag van sy werkgever werk van ’n tegniese of professionele aard verrig; (34)

(33) „vragwag” ’n werknemer wat op ’n skip die vrag van sodanige skip bewaak; (2)

(34) „wag” ’n werknemer, uitgesonderd ’n sekuriteitswag graad I of ’n sekuriteitswag graad II, wat goedere, persele, geboue, bouwerke of vaste eiendom bewaak, beskerm of patroleer, en wat honde kan hanteer in die uitvoering van sy pligte; (36)

(35) „werkplek” enige plek, uitgesonderd sy werknemer se bedryfs- inrigting, waar een of meer werknemers in verband met Sekuriteits- dienste in diens is; (23)

(36) „wet” ook die gemene reg. (16)

3. BESOLDIGING

(1) Die minimumloon wat ’n werkgever aan elke lid van onder- genoemde klasse van sy werknemers moet betaal is dié hieronder uiteengesit:

(a) Werknemers uitgesonderd los werknemers, skeepswagte en vragwagte:

services, a breakdown of plant, machinery or equipment, or a break- down or threatened breakdown of buildings; (13)

(33) „storeman” means an employee who is in charge of stocks or incoming goods and who is responsible for receiving, storing, packing or unpacking goods in or for issuing goods from, a store or warehouse. For the purposes of this definition, the expression, „goods” does not include property entrusted to the employer for safekeeping; (17)

(34) „technical or professional employee” means an employee who is charged by his employer with the performance of work of a technical or professional character; (32)

(35) „wage” means the amount payable in terms of clause 3 (1) to an employee 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; (15)

(36) „watchman” means an employee, other than a security guard grade I or a security guard grade II, who guards, protects or patrols goods, premises, buildings, structures or fixed property and who may handle dogs in the performance of his duties. (33).

3. REMUNERATION

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

(a) Employees, other than casual employees, ship guards and cargo guards:

	In die landroosdistrikte Alberton, Bellville, Die Kaap, Benoni, Boks- burg, Brakpan, Camperdown, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Sandfontein, Roodepoort, Sasol- burg, Simonstad, Springs, Uiten- hage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg				In die landroosdistrikte Bloem- fontein, Kimberley, Klerksdorp, Oos-Londen, Paarl, Pietermaritz- burg, Somers-Wes, Stellenbosch en Strand				In die landroosdistrikte Kliprivier en Newcastle			
	Gedurende die eerste jaar nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste jaar nadat hierdie vasstelling bindend word		Daarna		Gedurende die eerste jaar nadat hierdie vasstelling bindend word		Daarna	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
Ambagsman	R 90,00	R 390,00	R 99,00	R 429,00	R 81,00	R 351,00	R 87,00	R 377,00	R 65,00	R 281,67	R 71,00	R 307,67
Arbeider, man, 18 jaar of ouer	29,00	125,67	32,00	138,67	26,00	112,67	28,00	121,33	21,00	91,00	23,00	99,67
Arbeider, man, onder 18 jaar	21,80	94,47	24,00	104,00	19,50	84,50	21,00	91,00	15,80	68,47	17,20	74,53
Arbeider, vrou	23,20	100,53	25,60	110,93	20,80	90,13	22,40	97,07	16,80	72,80	18,40	79,73
Drywer van ’n—												
ligte motorvoertuig	36,00	156,00	40,00	173,33	32,50	140,83	35,00	151,67	26,00	112,67	28,50	123,50
medium motorvoertuig	49,00	212,33	54,00	234,00	44,00	190,67	47,50	205,50	35,50	153,83	39,00	169,00
swaar motorvoertuig	57,00	247,00	63,00	273,00	51,00	221,00	55,50	240,50	41,50	179,83	45,50	197,17
Faktotum	43,50	188,50	48,00	208,00	39,00	169,00	42,00	182,00	31,50	136,50	34,50	149,50
Klerk, man—												
gedurende die eerste jaar ondervinding	37,62	163,00	41,54	180,00	33,69	146,00	36,23	157,00	27,23	118,00	30,00	130,00
gedurende die tweede jaar ondervinding	45,69	198,00	50,54	219,00	40,85	177,00	44,08	191,00	33,00	143,00	36,46	158,00
gedurende die derde jaar ondervinding	53,77	233,00	59,54	258,00	48,00	208,00	51,92	225,00	38,77	168,00	42,92	186,00
gedurende die vierde jaar ondervinding	61,85	268,00	68,54	297,00	55,15	239,00	59,77	259,00	44,54	193,00	49,38	214,00
daarna as gekwalifiseerd	69,92	303,00	77,54	336,00	62,31	270,00	67,62	293,00	50,31	218,00	55,85	242,00
Klerk, vrou—												
gedurende die eerste jaar ondervinding	35,31	153,00	39,00	169,00	31,62	137,00	33,92	147,00	25,38	110,00	28,15	122,00
gedurende die tweede jaar ondervinding	40,38	175,00	44,77	194,00	36,23	157,00	38,77	168,00	29,08	126,00	32,08	139,00
gedurende die derde jaar ondervinding	45,46	197,00	50,54	219,00	40,85	177,00	43,62	189,00	32,77	142,00	36,00	156,00
gedurende die vierde jaar ondervinding	50,54	219,00	56,31	244,00	45,46	197,00	48,46	210,00	36,46	158,00	39,92	173,00
daarna as gekwalifiseerd	55,62	241,00	62,08	269,00	50,08	217,00	53,31	231,00	40,15	174,00	43,85	190,00
Klerklike assistent—												
gedurende die eerste jaar ondervinding	34,00	147,33	37,00	160,33	30,00	130,00	32,00	138,67	25,00	108,33	27,00	117,00
gedurende die tweede jaar ondervinding	36,50	158,17	40,00	173,33	32,50	140,83	35,00	151,67	26,50	114,83	29,00	125,67
daarna as gekwalifiseerd	39,00	169,00	43,00	186,33	35,00	151,67	38,00	164,67	28,00	121,33	31,00	134,33
Sekuriteitsbeampte graad A	110,00	476,67	120,00	520,00	100,00	433,33	105,00	455,00	80,00	346,67	88,00	381,33
Sekuriteitsbeampte graad B	85,00	368,33	90,00	390,00	75,00	325,00	80,00	346,67	61,00	264,33	66,00	286,00
Sekuriteitswag graad I	51,00	221,00	56,00	242,67	45,50	197,17	49,00	212,33	37,00	160,33	40,00	173,33
Sekuriteitswag graad II	39,00	169,00	42,00	182,00	34,00	147,33	36,00	156,00	28,50	123,50	30,50	132,17
*Wag	34,00	147,33	37,00	160,33	30,00	130,00	32,00	138,67	25,00	108,33	27,00	117,00

*Vir elke dag of ’n gedeelte van ’n dag wat ’n werkgever van ’n wag vereis of hom toelaat om in die uitvoering van sy pligte van ’n hond gebruik te maak of in beheer van ’n hond te wees, moet hy hom benewens sy dagloon, ’n toelaag van minstens 35c betaal.

	In the Magisterial Districts of Alberton, Bellville, Benoni, Boks- burg, Brakpan, Camperdown, The Cape, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuijs River, Nigel, Oberholzer, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roode- poort, Sasolburg, Simonstown, Springs, Uitenhage, Vanderbijl- park, Vereeniging, Westonaria, Wonderboom and Wynberg				In the Magisterial Districts of Bloemfontein, East London, Kim- berley, Klerksdorp, Paarl, Pietermaritzburg, Somerset West, Stellenbosch and Strand				In the Magisterial Districts of Klip River and Newcastle			
	During the first year after this determination becomes binding		Thereafter		During the first year after this determination becomes binding		Thereafter		During the first year after this determination becomes binding		Thereafter	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
Artisan	R 90,00	R 390,00	R 99,00	R 429,00	R 81,00	R 351,00	R 87,00	R 377,00	R 65,00	R 281,67	R 71,00	R 307,67
Labourer, male, 18 years and over	29,00	125,67	32,00	138,67	26,00	112,67	28,00	121,33	21,00	91,00	23,00	99,67
Labourer, male, under 18 years	21,80	94,47	24,00	104,00	19,50	84,50	21,00	91,00	15,80	68,47	17,20	74,53
Labourer, female	23,20	100,53	25,60	110,93	20,80	90,13	22,40	97,07	16,80	72,80	18,40	79,73
Driver of a light motor vehicle	36,00	156,00	40,00	173,33	32,50	140,83	35,00	151,67	26,00	112,67	28,50	123,50
Driver of a medium motor vehicle	49,00	212,33	54,00	234,00	44,00	190,67	47,50	205,83	35,50	153,83	39,00	169,00
Driver of a heavy motor vehicle	57,00	247,00	63,00	273,00	51,00	221,00	55,50	240,50	41,50	179,83	45,50	197,17
Handyman	43,50	188,50	48,00	208,00	39,00	169,00	42,00	182,00	31,50	136,50	34,50	149,50
Clerk, male—												
during the first year of experience	37,62	163,00	41,54	180,00	33,69	146,00	36,23	157,00	27,23	118,00	30,00	130,00
during the second year of experience	45,69	198,00	50,54	219,00	40,85	177,00	44,08	191,00	33,00	143,00	36,46	158,00
during the third year of experience	53,77	233,00	59,54	258,00	48,00	208,00	51,92	225,00	38,77	168,00	42,92	186,00
during the fourth year of experience	61,85	268,00	68,54	297,00	55,15	239,00	59,77	259,00	44,54	193,00	49,38	214,00
thereafter as qualified	69,92	303,00	77,54	336,00	62,31	270,00	67,62	293,00	50,31	218,00	55,85	242,00
Clerk, female—												
during the first year of experience	35,31	153,00	39,00	169,00	31,62	137,00	33,92	147,00	25,38	110,00	28,15	122,00
during the second year of experience	40,38	175,00	44,77	194,00	36,23	157,00	38,77	168,00	29,08	126,00	32,08	139,00
during the third year of experience	45,46	197,00	50,54	219,00	40,85	177,00	43,62	189,00	32,77	142,00	36,00	156,00
during the fourth year of experience	50,54	219,00	56,31	244,00	45,46	197,00	48,46	210,00	36,46	158,00	39,92	173,00
thereafter as qualified	55,62	241,00	62,08	269,00	50,08	217,00	53,31	231,00	40,14	174,00	43,85	190,00
Clerical assistant—												
during the first year of experience	34,00	147,33	37,00	160,33	30,00	130,00	32,00	138,67	25,00	108,33	27,00	117,00
during the second year of experience	36,50	158,17	40,00	173,33	32,50	140,83	35,00	151,67	26,50	114,83	29,00	125,67
thereafter as qualified	39,00	169,00	43,00	186,33	35,00	151,67	38,00	164,67	28,00	121,33	31,00	134,33
Security officer grade A	11,00	476,67	120,00	520,00	100,00	433,33	105,00	455,00	80,00	346,67	88,00	381,33
Security officer grade B	85,00	368,33	90,00	390,00	75,00	325,00	80,00	346,67	61,00	264,33	66,00	286,00
Security guard grade I	51,00	221,00	56,00	242,67	45,50	197,17	49,00	212,33	37,00	160,33	40,00	173,33
Security guard grade II	39,00	169,00	42,00	182,00	34,00	147,33	36,00	156,00	28,50	123,50	30,50	132,17
*Watchman	34,00	147,33	37,00	160,33	30,00	130,00	32,00	138,67	25,00	108,33	27,00	117,00

*For every day or part of a day on which an employer requires or permits a watchman to use or to be in charge of a dog in the performance of his duties he shall pay him an allowance of not less than 35c in addition to his daily wage.

(b) *Los werknemers.*—'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—

- waar die werkgewer 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;
- waar die werkgewer 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 ten opsigte van daardie dag verminder kan word.

(c) *Skeepsagte en vragagte.*—'n Skeepsag of 'n vragagte moet vir elke uur of gedeelte van 'n uur diens minstens 70c betaal word.

(2) *Kontrakgrondslag.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, skeepsag of vragagte, 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 die omskrywing van „loon” in klousule 2 en met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat in gevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer 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—

- 'n hoër loon as dié van sy eie klas; of
- '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—

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

(b) *Casual employees.*—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—

- if an 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;
- if an employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage for that day may be reduced by not more than 50 per cent.

(c) *Ship guards and cargo guards.*—A ship guard or a cargo guard shall be paid at least 70c for each hour or part of an hour of employment.

(2) *Basis of contract.*—For the purposes of this clause, the contract of employment of an employee, other than a casual employee, a ship guard or cargo guard, 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 the definition of “wage” in clause 2 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour 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 wage higher than that of his own class; or
- 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—

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

- (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—

- (aa) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;
- (ab) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie vaststelling 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, skeepswag of vragwag, is sy weekloon gedeel deur die getal gewone werkure voorgeskryf vir so 'n werknemer in enige week.
- (b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, skeepswag of vragwag, is sy weekloon gedeel deur—
- vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;
 - ses, in die geval van enige ander werknemer.
- (c) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.
- (5) *Fiets-toelaë.*—'n Werkgever wat van 'n werknemer vereis om hom toelaat om in die uitvoering van sy pligte sy eie fiets te gebruik of wat van hom vereis om hom toelaat om dit te gebruik vir sy vervoer tussen die werkgever se bedryfsinrigting en 'n werkplek of tussen werkplekke, moet die werknemer, benewens enige ander besoldiging aan hom verskuldig, die volgende betaal:
- In die geval van 'n los werknemer, minstens 30c per dag;
 - In die geval van enige ander werknemer, minstens R1,50 per week of indien die werknemer slegs by geleentheid vereis om toegelaat word om sy eie fiets te gebruik minstens 30c vir elke dag waarop hy sy fiets aldus gebruik.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers, skeepswagte of vragwagte.*—Behoudens die bepalinge van klousule 6 (5), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, skeepswag of vragwag, weekliks in kontant of, as die werknemer daartoe instem, maandeliks of tweeweekliks, in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, van die bedryfsinrigting se gewone betaaldag vir sodanige werknemer of in die geval van 'n lid van die sekuriteitspersoneel, op sodanige tyd as wat tussen sodanige werknemer en sy werkgever ooreengekom is, welke tyd gedurende die gewone werkure van die bedryfsinrigting maar nie later as 48 uur na die gewone betaaldag moet val nie, of by diensbeëindiging as dit voór die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde kovert of houer wees waarop aangeteken word of wat vergesel gaan van 'n staat wat aantoon—

- 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, 'n openbare vakansiedag waarna in klousule 8 (1) verwys word of gedurende sy vry periode gewerk het;
 - die werknemer se loon;
 - die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - die besonderhede van enige bedrae wat afgetrek is;
 - die werklike bedrag wat aan die werknemer betaal word; en
 - die tydperk waarvoor die betaling geskied;
- en sodanige kovert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

- 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;
 - voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalinge uitgesluit is nie.
- (2) *Los werknemers, skeepswagte of vragwagte.*—'n Werkgever moet sy los werknemer, skeepswag of vragwag, die besoldiging aan hom verskuldig in kontant by die beëindiging van elke dag se diens betaal: Met dien verstande dat, op versoek van sodanige werknemer, die werkgever hom alle bedrae wat hy hom ten opsigte van werk gedurende die voorafgaande sewe dae verrig verskuldig is, by verstryking van sodanige sewe dae kan betaal.

- (3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die

- (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—

- (aa) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;
- (ab) 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, ship guard or cargo guard, shall be his weekly wage divided by the number of ordinary hours of work prescribed for such an employee in any week.
- (b) The daily wage of an employee, other than a casual employee, ship guard or cargo guard shall be his weekly wage divided by—
- five, in the case of an employee normally working five days a week;
 - six, in the case of any other employee.
- (c) The monthly wage of an employee shall be four and one-third times his weekly wage.
- (5) *Bicycle allowance.*—An employer who requires or permits an employee to use his own bicycle in the performance of his duties or who requires or permits him to use such bicycle for his transport between the employer's establishment and a place of employment or between places of employment shall pay the following to such employee, in addition to any other remuneration due to him:
- In the case of a casual employee, not less than 30c per day;
 - in the case of any other employee, but less than R1,50 per week or, if the employee is required or permitted to use his own bicycle on occasion only, not less than 30c for each day on which he so uses his bicycle.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees, ship guards or cargo guards.*—Save as provided in clause 6 (5), any amount due to an employee, other than a casual employee, ship guard or cargo guard, shall be paid in cash weekly, or, with the consent of the employee, monthly or fortnightly, in cash or by cheque during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee, or in the case of a member of the security staff, at such time as may have been agreed upon between such employee and his employer, which time shall fall during the ordinary hours of work of the establishment but not later than 48 hours after the usual pay-day, or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—

- 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, a public holiday referred to in clause 8 (1) or during his free period;
- 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—

- 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;
 - the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a).
- (2) *Casual employees, ship guards or cargo guards.*—An employer shall pay a casual employee, ship guard or cargo guard the remuneration due to him in cash on completion of each day's work: Provided that, at the request of such employee, the employer may pay him all amounts due to him in respect of work during the preceding seven days at the end of such seven days.

- (3) *Premiums.*—No payment shall be made to or accepted by an

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) *Voedsel en huisvesting.*—Behoudens die Swart (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om voedsel of huisvesting of voedsel en huisvesting van hom of enige-mand anders of op 'n plek deur hom aangewys aan te neem nie.

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegeld van 'n vakvereniging;
- (b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever van sy werk afwesig is, 'n bedrag 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 hof mag of moet aftrek;
- (d) wanneer dit vir 'n werknemer ingevolge die Swart (Stadsgebiede) Konsolidasiewet, 1945, vereis word om voedsel en huisvesting of voedsel of huisvesting van sy werkgever aan te neem of daartoe instem om dit te ontvang, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Voedsel	3,00	13,00
(ii) Huisvesting	1,50	6,50
(iii) Voedsel en huisvesting	4,50	19,50

- (e) wanneer die gewone werkure by klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer, skeepswag of vragwag) se uurloon vir elke uur van sodanige vermindering: Met dien verstande dat—

- (i) sodanige aftrekking hoogstens een derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;
- (ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in hierdie bedryf ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgever sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

- (f) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever betaal het of onderneem om te betaal het aan enige bankinstelling, bougenootskap, assurancebesigheid, plaaslike owerheid of geregistreerde finansiële instelling ten opsigte van 'n paalement op 'n lening wat aan sodanige werknemer toegestaan is om 'n woning te verkry;

- (g) dat die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan enige ander organisasie betaal het of onderneem het om te betaal ten opsigte van—

- (i) 'n paalement op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n woning; of
- (ii) die huurgeld van 'n woning of huisvesting in 'n tehuis wat sodanige werknemer bewoon;

indien die woning of tehuis voorsien is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Staat, 'n plaaslike owerheid of 'n bougenootskap voorgeskiet is.

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

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

- (a) 'n lid van die sekuriteitspersoneel,
 - (i) 72 in 'n week; en
 - (ii) behoudens subparagraaf (1), 12 op 'n dag in die geval van 'n werknemer wat ses dae per week werk of, in die geval van 'n werknemer wat vyf dae per week werk, 14½ op vier dae en 14 op een dag;
- (b) 'n los werknemer, skeepswag of 'n vragwag 14 op 'n dag;
- (c) enige ander klas werknemer wat—
 - (i) ses dae per week werk—
 - (aa) 46 in 'n week van Maandag tot en met Saterdag; en

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) *Food and accommodation.*—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to accept food or accommodation or food and accommodation from him or from any other person or at any place nominated by 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 a holiday, sick benefit, medical aid, insurance, savings, provident or pension fund, or for subscriptions to a trade union;
- (b) except where otherwise provided in this determination, whenever an employee is absent from his work, otherwise 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) whenever an employee is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or agrees to accept food and accommodation or food or accommodation from his employer, a deduction not exceeding the amount specified hereunder:

	Per week	Per month
	R	R
(i) Food	3,00	13,00
(ii) Accommodation	1,50	6,50
(iii) Food and accommodation	4,50	19,50

- (e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee, ship guard or cargo guard) hourly wage in respect of each hour of such reduction: Provided that—

- (i) such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- (ii) no deduction shall be made in the case of short-time arising out of slackness in this trade unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

- (f) with the written consent of an employee, a deduction of an amount which an employer has paid or has undertaken to pay to any banking institution, building society, insurance business, local authority or registered financial institution in respect of an instalment on a loan granted to such employee to acquire a dwelling;

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

- (i) an instalment on a loan granted to such employee for the acquisition of a dwelling; or
- (ii) the rental of a house or accommodation in a hostel occupied by such employee;

if such house or hostel is provided through the agency of such organisation, wholly or partly from funds advanced for this purpose by the State, a local authority or a building society.

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 to work more ordinary hours of work than, in the case of—

- (a) a member of the security staff—
 - (i) 72 in any week; and
 - (ii) subject to subparagraph (i), 12 on any day, in the case of an employee working six days per week or in the case of an employee working five days a week, 14½ on four days and 14 on one day;
- (b) a casual employee, ship guard or cargo guard, 14 on any day;
- (c) any other class of employee—
 - (i) working six days a week—
 - (aa) 46 in any week from Monday to Saturday, inclusive; and

(ab) behoudens subparagraaf (aa), agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng kan word;

(ii) vyf dae per week werk—

(aa) 46 in 'n week van Maandag tot en met Vrydag; en

(ab) behoudens subparagraaf (aa), nege en 'n kwart op 'n dag.

(2) *Etenspouses*.—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n skeepswag, 'n vragwag of 'n lid van die sekuriteitspersoneel, vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(i) 'n werkgewer 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 werkgewer die Afdelingsinspekteur, Departement van Mannekrag, 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 voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

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

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

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

(vi) 'n drywer wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

(3) *Ruspouses*.—'n Werkgewer moet, so na as doenlik aan die middel van elke eerste en elke tweede werktydperk van die dag aan elkeen van sy werknemers, uitgesonderd 'n drywer, 'n skeepswag, 'n vragwag of 'n lid van die sekuriteitspersoneel, 'n ruspouse van minstens 15 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.

(4) *Werkure moet agtereenvolgend wees*.—Behoudens subklousule (2), moet alle werkure van 'n werknemer, uitgesonderd 'n skeepswag of 'n vragwag, op elke dag agtereenvolgend wees.

(5) *Beperking van oortydwerk*.—Behalwe wanneer 'n werknemer noodwerk verrig, mag 'n werkgewer 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, uitgesonderd 'n skeepswag, 'n vragwag of 'n lid van die sekuriteitspersoneel, 10 uur in 'n week;

(c) in die geval van 'n skeepswag, 'n vragwag of 'n lid van die sekuriteitspersoneel, 12 uur in 'n week.

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

(a) in die geval van 'n los werknemer, 'n skeepswag of 'n vragwag, een en 'n derde maal sy 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 loon ten opsigte van die totale tydperk aldus deur sodanige werknemer gewerk.

(7) *Vroulike werknemers*.—Ondanks andersluidende bepalings in hierdie klousule mag 'n werkgewer nie van 'n vroulike werknemer, uitgesonderd 'n lid van die sekuriteitspersoneel, 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) 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 oortyd 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 ter waarde van minstens 90c voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 90c betyds betaal het om haar

(ab) subject to subparagraph (aa), eight on any day, unless the hours on any day do not exceed five, when the hours on any of the other days may be extended to eight and one-half;

(ii) working five days a week—

(aa) 46 in a week from Monday to Friday, inclusive; and

(ab) subject to subparagraph (aa), nine and a quarter on any day.

(2) *Meal intervals*.—An employer shall not require or permit an employee, other than a casual employee, a ship guard, a cargo guard, or a member of the security staff to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

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

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

(iii) such interval is longer than one hour, any period exceeding 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 on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

(vi) a driver who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.

(3) *Rest intervals*.—An employer shall grant to each of his employees, other than a driver, a ship guard or a cargo guard or a member of the security staff, a rest interval of not less than 15 minutes as nearly as practicable in the middle of the first and second work period of the day, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive*.—Save as provided in subclause (2), all hours of work of an employee, other than a ship guard or a cargo guard, on any day shall be consecutive.

(5) *Limitation of overtime*.—Save when an employee is doing emergency work, an employer may not require or permit an employee to work longer overtime than—

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

(b) in the case of any other employee, other than a ship guard, a cargo guard or a member of the security staff, 10 hours in any week;

(c) in the case of a ship guard, a cargo guard or a member of the security staff, 12 hours in any week.

(6) *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, a ship guard or a cargo guard, 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.

(7) *Female employees*.—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee, other than a member of the security staff, to work—

(a) between 18h00 and 06h00 hours;

(b) after 13h00 hours on more than five days in any week;

(c) overtime for more than two hours on any day, except than an employee who works a five-day week may work up to four hours overtime on a Saturday, provided that such overtime work does not exceed 10 hours 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 90c and allowed her sufficient time to have it before she has to commence overtime;

(iii) paid such employee not less than 90c in sufficient time to

in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(8) *Vry periodes.*—'n Werkgewer moet 'n lid van sy sekuriteitspersoneel in elke vier agtereenvolgende weke diens minstens vier vry periodes van 24 uur elk, toestaan: Met dien verstande dat—

- (i) hy geen aftrekking van sodanige werknemers se loon ten opsigte van sodanige vry periodes mag maak nie;
- (ii) 'n werkgewer en sy werknemer na wie in hierdie subklousule verwys word, ooreen kan kom dat die vry periodes oor 'n tydperk van hoogstens 12 agtereenvolgende weke diens mag oploop;
- (iii) indien 'n werknemer na wie in hierdie subklousule verwys word, op versoek van sy werkgewer, verkies om gedurende enige vry periode te werk, moet sy werkgewer hom minstens dubbel sy gewone loon betaal vir die totale tydperk wat hy gedurende elke sodanige vry periode gewerk het, en voorts met dien verstande dat hy nie minder as dubbel sy dagloon vir elke sodanige vry periode betaal word nie;
- (iv) indien 'n werknemer se dienskontrak beëindig word voordat al die vry periodes waarop hy ingevolge hierdie subklousule geregtig geword het, aan hom toegestaan is, sy werkgewer hom vir elke sodanige vry periode wat nie toegestaan is nie, minstens sy dagloon betaal;
- (v) enige vry periode wat toegestaan word, of in plaas waarvan 'n werknemer ingevolge hierdie klousule betaal word, vir die doel van klousules 6 en 7 geag word 'n dag diens te wees.

(9) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van—

(i) minstens R600 per maand in die volgende gebiede:

Die landdrosdistrikte Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Oos-Londen, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg;

(ii) minstens R550 per maand in die volgende gebiede:

Die landdrosdistrikte Camperdown, Kliprivier, Newcastle, Somerset-Wes, Stellenbosch en Strand;

- (b) subklousule (5) is nie van toepassing nie op 'n werknemer wat diere versorg, voed of skoonmaak;
- (c) subklousules (2), (3), (4) en (5) 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, skeepswag of vragwag, ten opsigte van elke voltooide tydperk van 12 maande diens aan hom verlof soos volg toestaan en moet die werknemer sodanige verlof neem—

- (a) in die geval van 'n lid van die sekuriteitspersoneel, 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 toegestaan word en geneem word op 'n tyd wat die werkgewer bepaal: Met dien verstande dat—

- (i) as sodanige verlof nie eerder toegestaan en geneem is nie, dit, behoudens subklousule (3), so toegestaan en geneem moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer toestaan en die werknemer moet die verlof neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;
- (ii) die tydperk van verlof nie mag saamval nie met—
 - (aa) 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) van altesaam hoogstens 10 weke in enige enkele jaar;
 - (ab) enige tydperk waarin 'n werknemer kennis van diensopsegging ingevolge klousule 11 uitdien; of

enable her to obtain and have a meal before overtime is due to commence.

(8) *Free periods.*—An employer shall grant a member of the security staff at least four free periods of 24 hours each in every four consecutive weeks of employment: Provided that—

- (i) he shall not make any deductions from such employee's wages in respect of such free periods;
- (ii) an employer and his employee referred to in this subclause may agree that such free periods may accumulate over a period of not more than 12 consecutive weeks of employment;
- (iii) if, at the request of his employer, an employee referred to in this subclause elects to work during any free period, his employer shall pay him not less than double his ordinary wage for the total period worked by him during each such free period, and provided further that he is paid not less than double his daily wage for every such free period;
- (iv) if an employee's contract of service is terminated before he has been granted all the free periods to which he became entitled in terms of this subclause, his employer shall pay him not less than his daily wage for every such free period not granted;
- (v) any free period granted, or in lieu of which an employee is paid in terms of this clause, shall be deemed to be a day of employment for the purposes of clauses 6 and 7.

(9) *Provisos.*—(a) This clause shall not apply to a senior managerial or administrative employee or a technical or professional employee if and for as long as such employee regularly receives a wage of—

(i) not less than R600 per month in the following areas:

The Magisterial Districts of Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, The Cape, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstown, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg;

(ii) not less than R550 per month in the following areas:

The Magisterial Districts of Camperdown, Klip River, Newcastle, Somerset West, Stellenbosch and Strand;

- (b) subclause (5) shall not apply to an employee tending, feeding or cleaning animals;
- (c) subclauses (2), (3), (4) and (5) shall not apply to an employee doing 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, ship guard or cargo guard, in respect of each completed period of 12 months' employment the following leave, which shall be taken by such employee:

- (a) In the case of a member of the security staff, 21 consecutive days;
- (b) in the case of any other employee, 14 consecutive days; and he 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 double 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 and taken at a time to be fixed by the employer: Provided that—

- (i) if such leave has not been granted and taken earlier, it shall, save as provided in subclause (3), be granted and taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer may grant such leave to the employee, who shall take it, as from a date not later than two months after the expiration of the said period of four months;
- (ii) the period of leave shall not be concurrent with—
 - (aa) sick leave granted in terms of clause 7 or with absence from work through incapacity in the circumstances set out in clause 7 (5) (a) or (b), amounting in the aggregate to not more than 10 weeks in any one year;
 - (ab) any period during which the employee is serving notice of termination of employment in terms of clause 11; or

- (ac) militêre opleiding of diens ondergaan ingevolge die Verdedigingswet, 1957;
- (iii) as Nuwejaardag, 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;
- (iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan 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 werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande 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
 - die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.
- (b) Subklousule (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 uitdruklik 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 opgeloopt 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—
- in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vierde van die weekloon; en
 - 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 werkgewer ten opsigte van enige tydperk van geleentheidsverlof wat hy op die skriftelike versoek van 'n werknemer aan so 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 11 (4), 'n werknemer—
- wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 11 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of
 - wat sy diens sonder 'n regsgeldige rede verlaat; of
 - wat sonder kennisgewing deur sy werkgewer 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 toegestaan en geneem 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 toegestaan en geneem was.
- (7) By die toepassing van hierdie klousule word die uitdrukking „diens” geag te omvat—
- enige tydperk ten opsigte waarvan 'n werkgewer of 'n werknemer ingevolge klousule 11 'n werknemer of 'n werkgewer, na gelang van die geval, betaal in plaas van kennis te gee;
 - enige tydperk wat 'n werknemer afwesig is—
 - met verlof ingevolge hierdie klousule;
 - met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit;
 - op las of versoek van sy werkgewer; en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; - 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—
 - 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;
 - 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 daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

- (ac) any period during which the employee is undergoing military training or service in terms of the Defence Act, 1957;
- (iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such 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;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of 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 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
 - the date of receipt of such request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.
- (b) Subclause (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 workday 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—
- in the case of an employee referred to in subclause (1) (a), one-fourth of the weekly wage; and
 - 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 period of occasional leave which he granted an employee at such employee's written request: Provided further that, save as provided in clause 11 (4), an employee—
- who leaves his employment without having given and served the notice prescribed in clause 11, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
 - who leaves his employment without cause recognised by law as sufficient; or
 - 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 and taken, shall upon such termination be paid the amount he would have received in respect of such leave, if it had been granted to and taken by him as at the date of termination.
- (7) For the purposes of this clause, the expression “employment” shall be deemed to include—
- any period in respect of which an employer or an employee pays an employee or an employer, as the case may be, in lieu of notice in terms of clause 11;
 - any period during which an employee is absent—
 - on leave in terms of this clause;
 - on sick leave in terms of clause 7 or through incapacity in the circumstances set out in clause 7 (5) (a) or (b);
 - by direction or at the request of his employer; amounting in the aggregate in any one year to not more than 10 weeks; and - any period during which any employee is absent for military training or 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—
- in the case of an employee who had 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;
 - 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 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, skeepswag of vragwag, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van—

- (a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdade;
(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdade;

gedurende elke siklus 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 mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal het, 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 werkdade; of
(b) op die werkdag onmiddellik voor of op die werkdag onmiddellik na 'n Sondag of vry periode of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, 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 siklus van 24 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde siklus of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „diens” geag 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 van sy werk 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 dienstrydperk 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 toegestaan is, geag ingevolge hierdie vasstelling toegestaan 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 Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(5) Hierdie klousule is nie van toepassing nie—

- (a) op 'n werknemer op wie se skriftelike versoek sy werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self

- (iii) in the case of any other employee, from 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 subclause (2), an employer shall grant to his employee, other than a casual employee, ship guard or cargo guard, 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 workdays; and
(b) in the case of every other employee, not less than 24 workdays; 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 such period: Provided that—

- (i) during 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 workday in respect of each completed period of five weeks of employment and, in the case of any other employee, one workday in respect of each completed month of employment;

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

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

- (a) for more than three consecutive workdays; or
(b) on the workday immediately preceding or the workday immediately succeeding a Sunday or free period 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 up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) If, during the first cycle of 24 months of employment with the same employer, an employee is absent through incapacity for a period in excess of any sick leave accrued at the time of 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 through incapacity to the extent to which sick leave, accrued at such expiration or termination, has 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) by direction 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 from his work for military training or 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 immediately before 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.

(5) This clause shall not apply—

- (a) to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to

bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir enige tydperk van siekteverlof ingevolge subklousule (1) betaal sal word;

- (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 wat nie op Nuwejaarsdag, Goeie 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, Goeie 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 gedeelte van 'n uur wat die werknemer altesaam op so 'n dag gewerk het. Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag moet word dat hy vier uur gewerk het.

(3) 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) die werknemer 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 toestaan 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.

(4) Subklousules (2) en (3) is nie van toepassing nie op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkbepalings uitgesluit is.

(5) Hierdie klousule is nie van toepassing nie op 'n los werknemer, 'n skeepswag, 'n vragwag of 'n lid van die sekuriteitspersoneel.

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'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 minstens R1 per week betaal.

10. VERBOD OP INDIENSNEMING

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

11. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, 'n skeepswag of 'n vragwag, 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, die volgende te betaal:

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

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

Met dien verstande dat—

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

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

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 any period of sick leave in terms of subclause (1);

- (b) in respect of any period of an employee's incapacity if the employer is required by any other law to pay the employee not less than his full wage.

8. PUBLIC HOLIDAYS AND SUNDAYS

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

(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, if 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 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 the employee 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 if 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.

(4) Subclauses (2) and (3) shall not apply to an employee who is excluded from the provisions relating to hours of work in terms of clause 5 (9) (a).

(5) This clause shall not apply to a casual employee, a ship guard, a cargo guard or a member of the security staff.

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

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 to wash and iron any such uniform, overall, or protective clothing, in which event the employer shall pay such an employee an allowance of not less than R1 per week.

10. PROHIBITION OF EMPLOYMENT

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

11. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, a ship guard or a cargo guard, who wishes to terminate the contract of employment, shall give—

(a) during the first four weeks of employment, not less than one workday'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 workday's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not effect—

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

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

(ac) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros; nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was 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 ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, kan op enige werkdag geskied: Met dien verstande dat—

(a) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(b) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit van altesaam hoogstens 10 weke in 'n bepaalde jaar kennis gegee mag word nie.

(4) Ondanks andersluidende bepalinge 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 toegeëien 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. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer, skeepswag of vragwag is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer voorsien van 'n dienssertifikaat wesentlik in die volgende vorm, 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 weekloon van die werknemer op die datum van sodanige beëindiging vermeld word:

DIENSSERTIFIKAAT

*Ek/Ons
 wat Sekuriteitsdienste lewer 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
 rand sent 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, wag, arbeider.

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

Provided further that, if the wage of an employee at the date of termination has been reduced by deductions in respect of short time, the expression “is receiving at the time of such termination” shall, when an employer pays an employee in lieu of notice, be deemed to mean “would have received at the time of such termination if no deductions had been made in respect of short time”.

(2) If there is an agreement in terms of the second proviso to sub-clause (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—

(a) the period of notice shall not run concurrently with nor shall notice be given during any 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;

(b) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or through 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 contained, if 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 the determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that if an employer has so appropriated 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 a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, a ship guard or a cargo guard, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the following form and showing the full names of the employer and of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination:

CERTIFICATE OF SERVICE

*I/We
 rendering security services 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 not applicable.

†State the class in which the employee was wholly or mainly employed, e.g. clerk, watchman labourer.

13. LOGBOEK

(1) 'n Werkgewer moet sy drywer voorsien van 'n logboek wat sover doenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgewer
 Naam van drywer
 Datum
 Tyd waarop werk begin het
 Tyd waarop werk opgehou het
 Getal ure gewerk
 Etenspouse van tot
 Besonderhede van enige ongeluk of vertraging

.....(Handtekening van drywer)

Datum.....

(2) Elke drywer moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien.

(3) Elke werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, minstens drie jaar lank na sodanige indiening bewaar.

(KENNISGEWING.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae—

- (i) Loonvasstelling 312, gepubliseer by Goewermenskennisgewing R.3363 van 19 September 1969, soos gewysig by Goewermenskennisgewings R.2469 van 21 Desember 1973 en R.2374 van 18 November 1977;
- (ii) Loonvasstelling 313, gepubliseer by Goewermenskennisgewing R.3403 van 26 September 1969, soos gewysig by Goewermenskennisgewings R.2470 van 21 Desember 1973 en R.2373 van 18 November 1977;
- (iii) Loonvasstelling 314, gepubliseer by Goewermenskennisgewing R.3465 van 3 Oktober 1969, soos gewysig by Goewermenskennisgewings R.2471 van 21 Desember 1973 en R.2372 van 18 November 1977; en
- (iv) Loonvasstelling 316, gepubliseer by Goewermenskennisgewing R.3748 van 14 November 1969, soos gewysig by Goewermenskennisgewings R.2472 van 21 Desember 1973 en R.2371 van 18 November 1977.)

No. R.1467]

[17 Julie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

SEKURITEITSDIENSTE, SEKERE GEBIEDE

Ek, STEPHANUS PETRUS BOTHA, Minister van Manekrag, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Sekuriteitsdienste, Sekere Gebiede, gepubliseer by Goewermenskennisgewing R.1466 van 17 Julie 1981, oor die algemeen vir die werknemers wie se werkure 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 bepalings van genoemde Wet.

S. P. BOTHA,
Minister van Manekrag

13. Log-Book

(1) An employer shall provide his driver with a log-book as nearly as practicable in the following form:

DAILY LOG

Name of employer
 Name of driver.....
 Date
 Time of starting work
 Time of finishing work
 Number of hours worked
 Meal interval from to
 Particulars of any accident or delay

.....(Signature of driver)

Date.....

(2) Every driver shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) Every employer shall retain the copy of the daily log lodged with him in terms of subclause (2) for a period of not less than three years subsequent to such delivery.

(NOTE.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supercedes—

- (i) Wage Determination 312, published under Government Notice R.3363 of 19 September 1969, as amended by Government Notices R.2469 of 21 December 1973 and R.2374 of 18 November 1977;
- (ii) Wage Determination 313, published under Government Notice R.3403 of 26 September 1969, as amended by Government Notices R.2470 of 21 December 1973 and R.2373 of 18 November 1977;
- (iii) Wage Determination 314, published under Government Notice R.3465 of 3 October 1969, as amended by Government Notices R.2471 of 21 December 1973 and R.2372 of 18 November 1977; and
- (iv) Wage Determination 316, published under Government Notice R.3748 of 14 November 1969, as amended by Government Notices R.2472 of 21 December 1973 and R.2371 of 18 November 1977.)

No. R.1467]

[17 July 1981

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

SECURITY SERVICES, CERTAIN AREAS

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, 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 Security Services, Certain Areas, published under Government Notice R.1466 of 17 July 1981, 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

INHOUD

Departement van Mannekrag

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