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## GOVERNMENT NOTICE

### DEPARTMENT OF MANPOWER

No. R. 292

22 February 1991

WAGE ACT, 1957

#### WAGE DETERMINATION 467.—UNSKILLED LABOUR, 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 Unskilled Labour, Certain Areas and has fixed the third Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

### SCHEDULE

#### 1. AREA AND SCOPE OF DETERMINATION

(1) This Determination shall apply in the areas specified in subclause (2) to every employer in any trade defined in sub-clause (3), and to all his employees who perform unskilled labour as defined in subclause (4): Provided that this Determination shall not apply to or in respect of—

- (a) an employer while he is a new employer as defined in subclause (5);
- (b) a small employer as defined in subclause (6);
- (c) a local authority as defined in subclause (7);
- (d) the building industry as defined in subclause (8);
- (e) trades that are subject to industrial council authority; or
- (f) any matter regulated by another wage regulating measure.

## GOEWERMENTSKENNISGEWING

### DEPARTEMENT VAN MANNEKRAG

No. R. 292

22 Februarie 1991

LOONWET, 1957

#### LOONVASSTELLING 467.—ONGESKOOLDE ARBEID, 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 Ongeskoolde Arbeid, Sekere Gebiede gemaak en die derde Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

### BYLAE

#### 1. GEBIED EN OMVANG VAN DIE VASSTELLING

(1) Hierdie Vasstelling is in die gebiede gespesifiseer in subklousule (2) van toepassing op elke werkewer in enige bedryf soos in subklousule (3) bedoel; en op al sy werkewers wat ongeskoolde arbeid soos in subklousule (4), omskryf, verrig: Met dien verstande dat hierdie Vasstelling nie van toepassing is nie op of ten opsigte van—

- (a) 'n werkewer so lank as wat hy 'n nuwe werkewer is soos in subklousule (5) omskryf;
- (b) 'n klein werkewer soos in subklousule (6) omskryf;
- (c) 'n plaaslike owerheid soos in subklousule (7) omskryf;
- (d) die bounywerheid soos in subklousule (8) omskryf;
- (e) 'n bedryf wat aan nywerheidsraadgesag onderworpe is; of
- (f) enige aangeleentheid wat deur 'n ander loonreëlene maatreël gereël word.

## (2) Areas:

*Cape Province.*—The Magisterial Districts of Bellville, East London, George, Goodwood, Knysna, Kuils River, Mossel Bay (excluding the village area of Herbertsdale), Oudtshoorn, Paarl, Port Elizabeth, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage, Wellington and Wynberg and the municipal areas of Grahamstown, Kimberley, Upington and Worcester;

*Natal.*—The Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Port Shepstone and the municipal areas of Empangeni, Ladysmith, Newcastle and Richards Bay;

*Orange Free State.*—The Magisterial Districts of Bloemfontein, Odendaalsrus, Virginia and Welkom and the municipal areas of Bethlehem, Harrismith, Kroonstad and Sasolburg;

*Transvaal.*—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Wonderboom and the municipal areas of Brits, Ermelo, Fochville, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potchefstroom, Potgietersrus, Rustenburg and Witbank.

## (3) Trade means—

- (a) brewing or bottling of beer;
- (b) bunkering;
- (c) carpet cleaning;
- (d) cleaning of buildings (including windows);
- (e) delivery services, including messenger services (except delivery by means of powder-driven vehicles);
- (f) demolition of buildings;
- (g) distillation of spirituous liquors;
- (h) excavating, levelling or pumping sand, soil or gravel;
- (i) gardening services;
- (j) grease manufacture;
- (k) industrial painting, including rust treatment and sand blasting;
- (l) letting of offices;
- (m) maintenance of agricultural or industrial showgrounds;
- (n) manufacture of bone meal;
- (o) manufacture of carpets;
- (p) manufacture of food for domestic animals, livestock feeds or malt where it is not undertaken in conjunction with the grinding, gristing or crushing of cereals or the production of any raw cereal products by grinding, gristing or crushing;
- (q) manufacture of fertiliser; except in the area occupied by AECI Limited in the Magisterial Districts of Durban and Kempton Park;
- (r) manufacture of glucose, dextrose, cornflour, starch or gelatine;
- (s) manufacture of dry-cell batteries;
- (t) manufacture of tanning extract;
- (u) manufacture or distribution of gas, except in the area occupied—
  - (i) by AECI Limited in the Magisterial Districts of Durban, Johannesburg and Kempton Park and in the municipal area of Sasolburg; and
  - (ii) by National Chemical Products in the Magisterial District of Kempton Park;

## (2) Gebiede:

*Kaapprovincie.*—Die landdrosdistrikte Bellville, Die Kaap, George, Goodwood, Knysna, Kuilsrivier, Mosselbaai (uitgesonderd die dorpsgebied van Herbertsdale), Oos-Londen, Oudtshoorn, Paarl, Port Elizabeth, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington en Wynberg en die munisipale gebiede van Grahamstad, Kimberley, Upington en Worcester;

*Natal.*—Die landdrosdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Port Shepstone en die munisipale gebiede van Empangeni, Ladysmith, Newcastle en Richardsbaai;

*Oranje-Vrystaat.*—Die landdrosdistrikte Bloemfontein, Odendaalsrus, Virginia en Welkom en die munisipale gebiede van Bethlehem, Harrismith, Kroonstad en Sasolburg;

*Transvaal.*—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Pretoria, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Wonderboom en die munisipale gebiede van Brits, Ermelo, Fochville, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potchefstroom, Potgietersrus, Rustenburg en Witbank.

## (3) Bedryf beteken—

- (a) aflewingsdienste, met inbegrip van bodedienste (uitgesonderd aflewering met kragaangedrewe voertuie);
- (b) behandeling van timmerhout met hitte of chemikalië;
- (c) bierbrou of die bottel van bier;
- (d) bunkerwerk;
- (e) distillering van spiritualieë;
- (f) handel in afvalmetaal;
- (g) handel in tweedehandse bottels;
- (h) herwinning van afvalglas;
- (i) herwinning van afvalpapier;
- (j) klipgroefwerk;
- (k) mark- of kommissie-agentskappe;
- (l) nywerheidsverfwerk, met inbegrip van roesbehandeling en sandstraling;
- (m) plaagbestrydingsdienste;
- (n) raffineer of skoonmaak van olie;
- (o) skeepsagentskappe;
- (p) skoonmaak van geboue (met inbegrip van vensters);
- (q) skoonmaak van tapte;
- (r) sloping van geboue;
- (s) suiwering, maal of verpakking van sout;
- (t) tuinmaakdienste;
- (u) uitgrawe, gelykmaak of uitpomp van sand, grond of gruis;
- (v) verhuur van kantore;
- (w) verhuur van konstruksiemasjinerie;
- (x) verkoop of aflewering van sand, grond of gruis;
- (y) versorging van landbou- of nywerheidskouterreine;
- (z) versorging van reisiesperde;
- (aa) vervaardiging en verskaffing van aangemaakte beton;

- (v) manufacture and supply of premixed concrete;
- (w) manufacture or mending of hessian, jute or other bags;
- (x) market or commission agencies;
- (y) nightsoil removal;
- (z) pest control services;
- (aa) construction plant hire services;
- (ab) preparing sites for building or other purposes;
- (ac) purification, grinding, or packing of salt;
- (ad) quarrying;
- (ae) refining or cleaning of oil;
- (af) sale or delivery of sand, soil or gravel;
- (ag) scrap-metal dealing;
- (ah) second-hand bottle dealing;
- (ai) shipping agencies;
- (aj) tending of racehorses;
- (ak) treatment of timber with heat or chemicals;
- (al) waste glass recovery; and
- (am) waste paper recovery. (3)

(4) *Unskilled labour* means, without in any way limiting the ordinary meaning of the expression, any of the following duties:

- (a) affixing labels to or marking, branding, stamping or stencilling articles or containers, or perforating labels;
- (b) affixing stamps to letters, parcels or other articles;
- (c) assisting an artisan, other than by using the tools of his trade independently;
- (d) bending or breaking up by means of hammers, saws, chisels, crowbars or spanners or bending or cutting, under supervision, by means of a blowlamp, any scrap metal, machine, wreck, vehicle or bridge;
- (e) carrying, lifting, pulling, pushing, hauling, packing, stacking, rolling, moving or burying any articles, vehicles or containers, whether in or on the workshop, storeroom, shed, premises, vehicle or railway truck, other than by using power equipment;
- (f) checking, keeping tally or stacking of bags;
- (g) cleaning or levelling bricks, stones or concrete with hammers, trowels or other non-power-driven tools;
- (h) cleaning or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, tanks, containers or other articles, including polishing floors, furniture or vehicles or brushing carpets or cleaning carpets by machine under supervision;
- (i) connecting or disconnecting, screwing or unscrewing pipes;
- (j) cooking rations or making tea or similar beverages for or serving it to employees, or making tea or other refreshments for or serving it to the employer or his guests;
- (k) coupling, uncoupling or braking cocopans; laying or bolting or unbolting tracks;
- (l) covering with or removing tarpaulins or plastic covering;
- (m) cutting wire, rope or hessian by hand;
- (n) delivering or conveying messages, parcels, letters or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- (o) drilling, scraping or sandpapering by hand, or cleaning articles with a scrubbing brush or a wire brush;

(ab) vervaardiging of herstel van going-, jute- of ander sakke;

(ac) vervaardiging of verspreiding van gas, uitgesonderd in die gebied wat—

(i) deur AECI Limited in die landdrosdistrikte Durban, Johannesburg en Kempton Park en in die munisipale gebied van Sasolburg geokkupeer word; en

(ii) deur Nasionale Chemiese Produkte in die landdrosdistrik Kempton Park geokkupeer word;

(ad) vervaardiging van beenmeel;

(ae) vervaardiging van ghries;

(af) vervaardiging van glukose, dekstrose, mielieblom, stysel of gelatien;

(ag) vervaardiging van kunsmis, uitgesonderd in die gebied wat deur AECI Limited in die landdrosdistrikte Durban en Kempton Park geokkupeer word;

(ah) vervaardiging van droëselbattery;

(ai) vervaardiging van looi-ekstrak;

(aj) vervaardiging van tapyte;

(ak) vervaardiging van voedsel vir huisdiere, voedingsmiddels vir lewendie hawe of mout, waar dit nie tesame met die maal, vergrijs of breek van graan of die produksie van enige rougraanprodukte deur maal, vergrijs of breek onderneem word nie;

(al) verwijdering van nagvuil; en

(am) voorbereiding van terreine vir bou- of ander doeleindes.

(4) *Ongeskoolde arbeid* beteken, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, enige van die volgende pligte:

(a) Artikels, leë bottels, sakke, pakkette of ander houers sorteer, vasbind of toedraai, of afvalmetaal, afvalglas of afvalpapier sorteer of bymekarmaak;

(b) artikels van gelyke grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;

(c) baalperse of ander perse met die hand bedien, of draad, hoepels, toue of metaalbande om kiste, sakke, vesels of bale sit of vasmaak;

(d) bakstene, klippe of beton met hamers, troffels of ander nie-kragaangedrewe gereedskap skoonmaak of afvlak;

(e) batterye uithaal, byvul of terugsit;

(f) bokseile of plastiekbedekking oorgooi of afhaal;

(g) boodskappe, pakkette, brieve of goedere te voet, of per trapfiets, driewieler of handvoertuig aflewer of vervoer;

(h) bottels of soortgelyke houers in kragaangedrewe masjiene plaas of daaruit neem; etikette van bottels, kiste of ander artikels met die hand verwijder of etikette daarop plak; etikette aan kragaangedrewe etiketteer-masjiene voer;

(i) brandstoffenks volmaak of oliebakke leegtap of volmaak;

(j) brieve, omsendbrieve, dokumente, stroobiljette, advertensies of ander geskrewe, gedrukte, getikte of aferolde geskrifte in koeverte plaas of in pakkies opmaak;

(k) brieve, pakkette, bottels, vate, kiste, blikke, platkissies, kartonne, konkas, sakke, bale of enige ander houers oopmaak, toemaak, volmaak of leegmaak; spoorwaens of skeepsruime oop- of toemaak;

(l) deure of vensters oop- of toemaak;

- (p) erecting or unrigging scaffolding under supervision;
- (q) feeding or taking off from conveyor belts, machines, hoppers, platforms or tanks by hand;
- (r) filling fuel tanks or draining or filling oil sumps;
- (s) gardening, i.e. digging, raking, mowing, spreading, mixing, watering, trimming hedges, weeding, felling or removing trees or other vegetation or planting under supervision;
- (t) guarding premises or property;
- (u) heating metal vats, tanks, pipes, drums or other containers by steam;
- (v) lime-washing, cleaning or disinfecting compounds, latrines, stables or outbuildings or applying cleansing or disinfecting substances to night-soil containers;
- (w) loading or unloading;
- (x) loosening, excavating, removing, breaking or spreading stone, gravel, soil, clay, sand or other raw materials; shovelling; digging trenches, holes or foundations or performing other excavation work by hand; digging out tree stumps;
- (y) loosening, demolishing or breaking up walls;
- (z) loosening or raking down planks, beams or other kinds of timbering, roof tiling, corrugated iron sheets, asbestos sheeting or other roofing materials or removing nails therefrom;
- (aa) making or maintaining fires, whether in hearths, ovens or any other fireplace; removing refuse or ashes; sorting out cinders;
- (ab) mending, cleaning or shaking out bags; cutting bags by hand or machine; turning bags inside out;
- (ac) minding, driving, cleaning, feeding or in any other way tending livestock (including racehorses);
- (ad) moving, placing, dragging or lifting pipes or poles; driving in or planting poles;
- (ae) fitting concrete slabs between slots;
- (af) oiling or greasing vehicles, rails or machinery, except electric generating machinery or motor vehicles;
- (ag) opening or closing cocks or valves or adjusting machine levers, under supervision;
- (ah) opening or closing doors or windows;
- (ai) opening or closing filter presses or removing or changing filter cloths;
- (aj) opening, closing, filling or emptying letters, parcels, bottles, casks, boxes, tins, trays, cartons, drums, bags, bales or any other containers; opening or closing railway trucks or ships' holds;
- (ak) operating baling presses or other presses by hand, or placing or securing wire, hoops, ropes or metal bands around boxes, bags, fibre or bales;
- (al) operating a hoist, goods lift, handpump, duplicating machine, jack, winch, capstan or sewing machine;
- (am) packing articles of uniform size and number in containers specially made to contain such articles;
- (an) painting drums; applying anti-corrosives to articles;

- (m) dra, oplig, trek, stoot, sleep, verpak, opstapel, rol, oprol, verskuif of begrawe van enige artikels, voertuie of houers, hetsy in of op die werkplek, pakkamer, skuur, perseel, voertuig of spoorwa, behalwe deur die gebruik van kraguitrusting;
- (n) dràad op- of afrol, in posisie lê, sleep of trek;
- (o) draad, tou of goiing met die hand sny;
- (p) enige afvalmetaal, masjien, wrak, voertuig of brug met hamers, sae, beitels, koevoete of skroefleutels buig of sloop, of onder toesig met 'n blaaslamp buig of sny;
- (q) enige onsuiwerhede uit goiing of jute met die hand verwijder;
- (r) etikette op artikels of houers plak of artikels of houers merk, van 'n handelsmerk voorsien, stempel of sjabloneer, of etikette perforeer;
- (s) filterperse oop- of toemaak of filtreerdeuke verwijder of vervang;
- (t) gars of ander graansoorte met grawe of skopgrawe uitsprei of omkeer;
- (u) goiing-, jute- of ander sakmateriaal met die hand weef of pluis;
- (v) groente, vrugte, blomme of ander plaasprodukte sorteer of verpak;
- (w) handdoek, seep of toiletpapier vervang;
- (x) 'n hystoestel, goederehyser, handpomp, afrolmasjien, domkrag, windas, kaapstander of naaimasjien bedien;
- (y) kampongs, latrines, stalle of buitegeboue aflat, skoonmaak of ontsmet of reinigings- of onsmettingsmiddels aan nagvuilhouers aanwend;
- (z) kiste, bokke of kratte met die hand herstel;
- (aa) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opslaan of uitmekaarhaal, of papier met die hand vou;
- (ab) klip, gruis, grond, klei, sand of ander grondstowwe losmaak, uithaal, verwijder, breek of strooi; met 'n skopgraaf skep; met die hand slotte, gate of fondamente grawe of ander uitgravingswerk verrig; boomstompe uitgrawe;
- (ac) koekepanne koppel, ontkoppel of rem; spore lê of vas- of losbout;
- (ad) konkas verf; roesweermiddels op artikels aanwend;
- (ae) kruiwaens, trollies, waentjies of ander handvoertuie trek of stoot;
- (af) oplaai of aflaai;
- (ag) lewende hawe (ook reisiesperde) oppas, aanjaag, skoonmaak, voer of op enige ander wyse versorg;
- (ah) die massa van goedere op 'n gestelde massameter by herhaling bepaal, of goedere volgens vooraf bepaalde maat by herhaling meet;
- (ai) metaalvate, tenks, pype, konkas of ander houers met stoom verhit;
- (aj) met die hand boor, afskraap of skuur, of artikels met 'n skropborsel of draadborsel skoonmaak;
- (ak) met die hand omroer of meng; uitskep;
- (al) mure losmaak, afbreek of opbrek;
- (am) nagemmers verwijder, leegmaak, skoonmaak of vervang;
- (an) nasien, met 'n telbord telling hou of opstapel van sakke;

- (ao) placing bottles or similar containers in power-driven machines or taking bottles or containers therefrom; removing labels from bottles, boxes or other articles by hand or affixing labels thereto; feeding labels to power-driven labelling machines;
  - (ap) placing letters, circulars, documents, handbills, advertisements or other written, printed, typed or mimeographed documents in envelopes or making them up into bundles;
  - (aq) preparing dwellings, buildings, warehouses or sheds for fumigation; fumigating dwellings, buildings, warehouses or sheds by hand pump for pest control purposes;
  - (ar) pumping, washing or screening sand or gravel by hand;
  - (as) pushing or pulling wheelbarrows, trolleys, barrows or other manually propelled vehicles;
  - (at) removing dross from molten lead;
  - (au) removing any impurities from hessian or jute by hand;
  - (av) removing, emptying, cleaning or replacing sanitary pails;
  - (aw) removing, topping up or replacing batteries;
  - (ax) removing, replacing, changing or inflating wheels or tyres or tubes of motor vehicles, bicycles or wheelbarrows, or repairing tubes;
  - (ay) repairing boxes, trestles or crates by hand;
  - (az) repetitive gauging of sand, stone and cement to a set measure;
  - (ba) mixing mortar, concrete, stone or bitumen by hand or machine;
  - (bb) repetitive mass-measuring to a set mass-measurer, or repetitive measuring of goods to a set gauge;
  - (bc) replacing towels, soap or toilet paper;
  - (bd) setting up or taking apart ready-made cardboard or fibreboard boxes or similar containers or folding paper by hand;
  - (be) sorting or packing vegetables, fruit, flowers or other farm produce;
  - (bf) sorting, tying or wrapping articles, empty bottles, bags, parcels or other containers, or sorting or collecting scrap metal, waste glass or waste paper;
  - (bg) spreading or turning over barley or other kinds of grain with spades or shovels;
  - (bh) stirring or mixing by hand; ladling;
  - (bi) tamping cement or concrete;
  - (bj) using rubber or other stamps where selection or discretion is unnecessary;
  - (bk) washing overalls, uniforms or protective clothing;
  - (bl) weaving or teasing hessian, jute or other bag materials by hand;
  - (bm) winding or unwinding, putting into position, dragging or pulling wire.
- (5) *New employer* means a business newly established in any trade defined in subclause (3) during the first 12 months of its existence in such trade [see also the proviso to clause 3 (1)].

- (ao) onder toesig krane of kleppe oopmaak of toemaak van masjienhefbole verstel;
  - (ap) oorpakke, uniforms of beskermende klere was;
  - (aq) persele, deure, vensters, uitrusting, gereedskap, masjinerie, meubels, voertuie, tenks, houers of ander artikels skoonmaak of was, asook vloere, meubels of voertuie poleer of tappte uitborsel of tappte onder toesig met 'n masjien skoonmaak;
  - (ar) persele of eiendom bewaak;
  - (as) planke, balke of ander soorte timmerhout, dakteels, sinkplate, asbesplate of ander dakmateriaal losmaak of afbreuk of spykers daaruit verwijder;
  - (at) posseëls op brieve, pakkette of ander artikels plak;
  - (au) pype koppel of ontkoppel, vas- of losskroef;
  - (av) pype of pale verskuif, plaas, sleep of oplig; pale indryf of inplant;
  - (aw) betonblaai tussen gleuve inpas;
  - (ax) rantsoene gaarmaak of tee of soortgelyke drank vir werknemers maak of aan hulle bedien, of tee of ander verversings vir die werkewer of sy gaste maak of aan hulle bedien;
  - (ay) rubber- of ander stempels gebruik waar seleksie of diskresie nie nodig is nie;
  - (az) sakke heelmaak, skoonmaak of uitskud; sakke met die hand of met 'n masjien sny; sakke omdop;
  - (ba) sand, klip of cement volgens voorafbepaalde maat by herhaling afmeet;
  - (bb) dagha, beton, klip of bitumen met die hand of met 'n masjien meng;
  - (bc) sand of gruis met die hand uitpomp, was of sif;
  - (bd) sement of beton vasstamp;
  - (be) skuim van gesmelte lood verwijder;
  - (bf) steiers onder toesig oprig of aftakel;
  - (bg) tuinmaak, dit wil sê spit, hark, grassny, strooi, meng, natmaak, heinings snoei, onkruid verwijder, bome of ander plantegroei afkap of verwijder of onder toesig plant;
  - (bh) 'n vakman behulpsaam wees op 'n ander wyse as deur die gereedskap van sy ambag selfstandig te gebruik;
  - (bi) vervoerbande, masjiene, vultregters, platforms of tenks met die hand voer of daarvan afneem;
  - (bj) voertuie, spore of masjinerie, uitgesonderd elektriese opwekkingsmasjinerie of motorvoertuie, olie of smeer;
  - (bk) vuurmaak of vure aan die brand hou, hetsy in kaggels, oonde of enige ander vuurmaakplek; afval of verwijder; sintels uitsoek;
  - (bl) wiele of buite- of binnebande van motorvoertuie, fietsie of kruiviaens afhaal, terugsit, omruil of oppomp, of binnebande herstel;
  - (bm) woonhuise, geboue, pakhuise of skure gereedmaak vir beroking; woonhuise, geboue, pakhuise of skure met 'n handpomp bespuit vir plaagbestrydingsdoeleindes.
- (5) *Nuwe werkewer* beteken 'n nuutgestigde besigheid in enige bedryf, soos in subklousule (3) bedoel, gedurende die eerste 12 maande na sy totstandkoming in enige sodanige bedryf [kyk ook die voorbehoudsbepaling van klousule 3 (1)].
- (6) *Klein werkewer* beteken 'n werkewer in enige bedryf soos in subklousule (3) bedoel wat te alle tye hoogstens 10 werknemers wat ongeskooleerde arbeid verrig, in enige van daardie bedrywe in diens het.

(6) *Small employer* means an employer in any trade as defined in subclause (3), who at all times employs not more than 10 employees in the aggregate, who perform unskilled labour in any one of those trades.

(7) *Local authority* means any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other Parliamentary legislation.

(8) *Building industry* means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures, and includes any activities incidental thereto or consequent thereon.

## 2. DEFINITIONS

For the purposes of this Determination, unless the context otherwise indicates, any expression used herein which is defined in the Wage Act, 1957, has the same meaning as in that Act and an employee shall be deemed to be in that class in which he is wholly or mainly engaged; and further, unless inconsistent with the context—

(1) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (8)

(2) "daily wage" means, except in the case of a casual employee, an employee's weekly wage divided by the number of days on which he ordinarily works in a week; (3)

(3) "day" means the period of 24 hours from midnight to midnight: Provided that, in the case of a sanitary worker, a shift worker, a watchman or an employee engaged in the cleaning of premises, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (2)

(4) "emergency work" means—

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

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

(c) any work in connection with the loading or unloading of—

(i) ships;

(ii) perishables from vehicles with a view to preserving them in storage;

(d) any work necessary for the maintenance or provision of light, power, or water or for telephone, public health, sanitary, cleansing, public transport or airport services or for the supply of goods to hospitals or the police or military forces; (12)

(5) "hourly wage" means an employee's weekly wage divided by his weekly ordinary hours of work and in the case of a casual employee the hourly remuneration payable to him in terms of clause 3 (1) (c); (17)

(6) "law" includes the common law; (20)

(7) "military service" means any service or training in terms of the Defence Act, 1957 (Act No. 44 of 1957); (10)

(7) *Plaaslike owerheid* beteken enige stadsraad, munisipale raad, dorpsbestuursraad, afdelingsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinciale Owerhede, 1961, of in enige ander parlementêre wetgewing.

(8) *Bouwywerheid* beteken, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou, en omvat enige werkzaamhede wat daarmee in verband staan of daaruit voortspruit.

## 2. WOORDOMSKRYWINGS

By die toepassing van hierdie Vasstelling, tensy die sinsverband anders aandui, het enige uitdrukking daarin gesig wat in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet, en word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam is; en, voorts, tensy onbestaanbaar met die sinsverband, beteken—

(1) "betaalde vakansiedag" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag; (12)

(2) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat in die geval van 'n skofwerker, 'n sanitasiewerker, 'n wag of 'n werknemer wat diens verrig by die skoonmaak van persele, dit beteken 'n tydperk van 24 uur gereken vanaf die tydstip waarop so 'n werknemer begin werk; (3)

(3) "dagloon", behalwe in die geval van 'n los werknemer, 'n werknemer se weekloon gedeel deur die getal dae waarop die werknemer gewoonlik in 'n week werk; (2)

(4) "deeltydse skoonmaker" 'n werknemer wat per week of per maand in diens is om op hoogstens ses dae in 'n week en vir hoogstens 24 gewone werkure in enige week kantoorpersele of kantoormeubels skoon te maak; (13)

(5) "gewone werkure" die werkure by klousule 5 (1) voorgeskryf, maar indien volgens ooreenkoms tussen 'n werkewer en sy werknemer laasgenoemde minder gewone ure werk, beteken dit sodanige korter ure; (10)

(6) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapte, 'n tekort aan grondstowwe, wisselvalligheid van die weer, die onklaarraking van installasie of masjinerie, of die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word; (17)

(7) "loon" die bedrag geld wat ingevalle klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar hierdie voorbeholdsbeplasing mag nie so uitgelê word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; en "weekloon" het 'n ooreenstemmende betekenis; (18)

(8) "los werknemer" 'n werknemer wat hoogstens drie dae per week by dieselfde werkewer in diens is; (1)

(9) "maandloon" vier en 'n derde maal 'n werknemer se weekloon; (8)

(8) "monthly wage" means an employee's weekly wage multiplied by four and one third; (9)

(9) "night work" means any period of work, other than overtime, which falls between 20:00 and 06:00; (11)

(10) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, such shorter hours; (5)

(11) "overtime" means that portion of any period worked by an employee in any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday or a paid holiday; (13)

(12) "paid holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow and Christmas Day; (1)

(13) "part-time cleaner" means an employee employed by the week or month to clean office premises or office furniture on not more than six days a week and for not more than 24 ordinary hours of work in any week; (4)

(14) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (16)

(15) "sanitary worker" means an employee who removes, empties, cleans or replaces sanitary pails or who connects suction pipes to or disconnects them from tanks or other sewage containers or sewage vacuum tank vehicles; (14)

(16) "shift worker" means an employee who is engaged on shift-work in an activity in an establishment or part of an establishment in which two or three consecutive shifts per day are worked on not more than six days per week; (15)

(17) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, vagaries of the weather, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (6)

(18) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, but this proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and "weekly wage" has a corresponding meaning; (7)

(19) "watchman" means an employee other than a security guard who is engaged in any one or more of the following duties:

(a) Guarding, protecting or patrolling premises, buildings, structures, fixed or movable property;

(b) handling or controlling dogs in the performance of any one or more of the duties referred to in (a);

and for the purposes of this definition "security guard" means an employee who is engaged in one or more of the following duties:

(i) Searching goods or vehicles;

(ii) searching persons and, if necessary, restraining them;

(10) "militaire diens" 'n tydperk van diens of opleiding kragtens die Verdedigingswet, 1957. (Wet No. 44 van 1957); (7)

(11) "nagwerk" werk, uitgesonderd oortyd, wat tussen die ure 20:00 en 06:00 verrig word; (9)

(12) "noodwerk"—

(a) enige werk wat weens onvoorsien omstandighede soos 'n brand, diefstal, epidemie, ongeluk, gewelddaad, kragonderbreking, nywerheidsonrus, sabotasie, storm, die grootskaalse wegblê van werknemers, die onklaarraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, sonder versuim gedoen moet word;

(b) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie;

(c) enige werk in verband met die oplaai of aflaai van—

(i) skepe;

(ii) bederfbare produkte van voertuie met die doel om dit op te berg teen bederf;

(d) enige werk wat gedoen moet word vir die instandhouding of voorsiening van lig, krag of water of van telefoon, openbare gesondheids-, sanitêre, reinigings-, openbare vervoer- of lughawedienste, of vir die levering van goedere aan hospitale of die posisie- of militêre magte; (4)

(13) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk wat langer is as sy weeklikse of daaglikske gewone werkure, na gelang van die geval, maar dit omvat nie enige tydperk waartydens 'n werknemer op 'n Sondag of op 'n betaalde vakansiedag vir sy werkgever werk nie; (11)

(14) "sanitasiewerker" 'n werknemer wat nagemmers verwyder, leegmaak, skoonmaak of vervang of wat suigpype aan tenks of ander rioolhouers of rioolsuigtenks koppel of ontkoppel; (15)

(15) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting of deel van 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (16)

(16) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegronde word op die hoeveelheid werk wat verrig is; (14)

(17) "uurloon" 'n werknemer se weekloon gedeel deur sy weeklikse gewone werkure, en in die geval van 'n los werknemer die uurlikse besoldiging wat ingevolge klousule 3 (1) (c) aan hom betaalbaar is; (5)

(18) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat enigeen of meer van die volgende pligte verrig:

(a) Geboue, persele, strukture, vaste of roerende eiendom bewaak, beskerm of patroleer;

(b) honde hanteer of beheer in die uitvoering van enige of al die pligte in (a) bedoel;

en by die toepassing van hierdie omskrywing beteken "sekuriteitswag" 'n werknemer wat enigeen of meer van die volgende pligte verrig:

(i) Goedere of voertuie deursoek;

(ii) persone deursoek en, indien nodig, terughou;

(iii) supervising or controlling watchmen;  
 (iv) controlling, recording or reporting on the movement of persons or vehicles through check points or gates; (18)

(20) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (19)

### 3. REMUNERATION

(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b) and (c): Provided that—

(i) subject to subparagraph (ii), in the case of an employer referred to in clause 1 (5) who has been engaged in a trade referred to in clause 1 (3) for a period of more than 12 months but not more than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent during that period, whereafter the minimum wages specified in paragraphs (b) and (c) shall become payable and be paid.

(ii) subject to subparagraph (i), the minimum wages payable to employees employed by market agencies and gardening services may be reduced by not more than 10 per cent.

(b) An employer shall, subject to the proviso to paragraph (a), pay to each member of the undermentioned classes of his employees, other than casual employees, the minimum wages specified hereunder:

(iii) oor wagte toesig hou of hulle beheer;  
 (iv) die gang van persone of voertuie deur kontrole-punte of hekke kontroleer, aanteken en aanmeld; (19)

(19) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val; (20)

(20) "wet" ook die gemene reg. (6).

### 3. BESOLDIGING

(1) *Minimum lone.*—(a) Die minimum lone wat 'n werkgewer aan sy werknemers moet betaal, is soos in paragrawe (b) en (c) bepaal: Met dien verstande dat—

(i) behoudens subparagraph (ii), in die geval van 'n werkgewer in klausule 1 (5) bedoel, wat langer as 12 maande maar nie langer nie as 24 maande altesaam in 'n bedryf in klausule 1 (3) bedoel, betrokke is, sodanige lone met hoogstens 10 persent gedurende daardie tydperk verminder mag word waarna die minimum lone gespesifiseer in paragrawe (b) en (c), betaalbaar word en betaalbaar moet word.

(ii) behoudens subparagraph (i), die minimum lone wat aan die werknemers in diens van markagentskappe en tuinmaakdienste betaalbaar is, met hoogstens 10 persent verminder mag word.

(b) Behoudens die voorbehoudsbepalings van paragraaf (a), moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers, uitgesonderd los werknemers, die minimum lone hieronder gespesifiseer, betaal:

			The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodeport, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg and the municipal area of Sasolburg						The Magisterial Districts of Bloemfontein, East London, Klerksdorp, Odendaalsrus, Pietermaritzburg, Virginia and Welkom and the municipal areas of Kimberley, Potchefstroom, Somerset West, Stellenbosch, Strand and Witbank						The Magisterial Districts of George, Highveld Ridge, Oudtshoorn and Wellington; those portions of the Magisterial Districts of Somerset West, Stellenbosch and Strand falling outside the municipal areas of Somerset West, Stellenbosch and Strand, respectively, and the municipal areas of Brits Fochville, Kroonstad, Newcastle and Worcester						The Magisterial District of Knysna and Mossel Bay (excluding the village area of Herbertsdale) and the municipal areas of Bethlehem, Ladysmith, Middelburg (Tvl), Nelspruit, Pietersburg, Rustenburg and Upington						The Magisterial District of Port Shepstone and the municipal areas of Empangeni, Ermelo, Grahamstown, Harrismith, Lichtenburg, Potgietersrus and Richards Bay					
During the first six months after this Determination becomes binding	During the second six months after this Determination becomes binding	Thereafter	During the first six months after this Determination becomes binding	During the second six months after this Determination becomes binding	Thereafter	During the first six months after this Determination becomes binding	During the second six months after this Determination becomes binding	Thereafter	During the first six months after this Determination becomes binding	During the second six months after this Determination becomes binding	Thereafter	During the first six months after this Determination becomes binding	During the second six months after this Determination becomes binding	Thereafter	During the first six months after this Determination becomes binding	During the second six months after this Determination becomes binding	Thereafter															
R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w															
Watchman.....	103,10	110,00	123,70	94,10	100,40	113,00	85,30	91,00	102,40	81,60	86,90	97,80	77,90	83,00	93,40																	
Sanitary worker.....	93,50	99,70	112,20	85,40	91,10	102,50	77,40	82,60	93,00	73,90	78,80	88,70	70,60	75,30	84,80																	
Part-time cleaner.....	54,00	57,60	64,80	49,30	52,60	59,20	44,70	47,70	53,70	42,70	45,50	51,20	40,80	43,50	49,00																	
Employee (other than a watchman, a sanitary worker or a parttime cleaner)	90,00*	96,00*	108,00*	82,20*	87,70*	98,70*	74,50*	79,50*	89,50*	71,20*	75,90*	85,40*	68,00*	72,50*	81,60*																	

\* Provided that this wage may be reduced by not more than 10 per cent during the first six months, in the aggregate, of the employee's service with the same employer.

	Die landdrosdistrik Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Simonstad, Springs, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom en Wynberg en die munisipale gebied van Sasolburg			Die landdrosdistrikte Bloemfontein, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Virginia en Welkom en die munisipale gebiede van Kimberley, Potchefstroom, Somerset-Wes, Stellenbosch, Strand en Witbank			Die landdrosdistrikte George, Hoëveldrif, Oudtshoorn en Wellington; daardie gedeeltes van die landdrosdistrikte Somerset-Wes, Stellenbosch en Strand wat onderskeidelik buite die munisipale gebiede van Somerset-Wes, Stellenbosch en Strand val; en die munisipale gebiede van Brits, Fochville, Kroonstad, Newcastle en Worcester			Die landdrosdistrikte Knysna en Mosselbaai (uitgesonderd die dorpsgebied van Herbertsdale), en die munisipale gebiede van Bethlehem, Ladysmith, Middelburg (Tvl.), Nelspruit, Pietersburg, Rustenburg en Upington			Die landdrosdistrikte Port Shepstone en die munisipale gebiede van Empangeni, Ermelo, Grahamstad, Harrismith, Lichtenburg, Potgietersrus en Richardsbaai			
	Gedurende die eerste ses maande nadat hierdie Vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie Vasstelling in werking getree het	Daarna	Gedurende die eerste ses maande nadat hierdie Vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie Vasstelling in werking getree het	Daarna	Gedurende die eerste ses maande nadat hierdie Vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie Vasstelling in werking getree het	Daarna	Gedurende die eerste ses maande nadat hierdie Vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie Vasstelling in werking getree het	Daarna	Gedurende die eerste ses maande nadat hierdie Vasstelling in werking getree het	Gedurende die tweede ses maande nadat hierdie Vasstelling in werking getree het	Daarna	
	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw	Rpw
Wag.....	103,10	110,00	123,70	94,10	100,40	113,00	85,30	91,00	102,40	81,60	86,90	97,80	77,90	83,00	93,40	
Sanitasiewerker.....	93,50	99,70	112,20	85,40	91,10	102,50	77,40	82,60	93,00	73,90	78,80	88,70	70,60	75,30	84,80	
Deeltydse skoonmaker.....	54,00	57,60	64,80	49,30	52,60	59,20	44,70	47,70	53,70	42,70	45,50	51,20	40,80	43,50	49,00	
Werknemer (uitgesonderd 'n wag, 'n sanitasiewerker of 'n deeltydse skoonmaker)	90,00*	96,00*	108,00*	82,20*	87,70*	98,70*	74,50*	79,50*	89,50*	71,20*	75,90*	85,40*	68,00*	72,50*	81,60*	

\* Met dien verstande dat dié loon met hoogstens 10 persent verminder mag word gedurende die werknemer se eerste ses maande diens altesaam by dieselfde werkgewer.

(c) *Casual employees.*—Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (b) read with clause 2 (5) for an ordinary employee who in the same area performs the same class of work as the casual employee is required to perform, plus 15 per cent, or not less than the hourly wage or hourly equivalent of the wage actually being paid to the ordinary employee, whichever is the greater amount: Provided that—

(i) for the purposes of this paragraph the expression "the ordinary employee" means the employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest wage for that class of work;

(ii) where the employer requires a casual employee to work for a period of less than four hours on any day, he shall be deemed to have worked for four hours.

(a) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis and, subject to clause 4 (6), he shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), as 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 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 a wage higher than that of his own class is prescribed in subclause (1) shall pay to such employee in respect of that day not less than the daily wage calculated at the higher rate: Provided that unless expressly otherwise provided in a written contract between the employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring 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.*—The hourly, daily or monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

(5) *Bicycle allowance.*—An employer who requires or permits an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than R3 per week, or, if the employee is a casual employee, not less than 60c per day.

(6) *Night work allowance.*—An employer who requires or permits his employee to do night work shall pay him, in addition to his wage, an allowance of not less than 10 per cent of his hourly wage for each hour or part of an hour of night work worked by such worker: Provided that this subclause shall not apply to a watchman.

#### 4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Subject to clause 6 (5), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash or with the consent of the employee by cheque, during his ordinary hours of work, or within 15 minutes thereafter on the usual pay-day of the establishment for such employee or, in the case of a shift worker or an employee performing night work, at a time agreed upon between such employee and his employer, which time shall be during the usual office

(c) *Los werknekmers.*—Behoudens die voorbeholds-bepalings van paragraaf (a), moet 'n werkgewer 'n los werknekmer ten opsigte van elke uur of gedeelte van 'n uur (uitgesondert oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon betaal wat by paragraaf (b), gelees met klosule 2 (17), voorgeskryf word vir 'n gewone werknekmer wat in dieselfde gebied die selfde klas werk verrig as dié wat van die los werknekmer vereis word, plus 15 persent, of minstens die uurloon of uurlikse ekwivalent van die loon betaal wat werklik aan die gewone werknekmer betaal word, watter bedrag ook al die grootste is: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "die gewone werknekmer" die werknekmer beteken wat die betrokke klas werk in die werkgewer se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(ii) waar die werkgewer van 'n los werknekmer vereis om vir 'n tydperk van minder as vier uur op 'n dag te werk, hy geag word vier uur te gewerk het.

(a) *Kontrakgrondslag.*—By die toepassing van hierdie klosule moet die dienskontrak van 'n werknekmer, uitgesondert 'n los werknekmer, op 'n weeklikse grondslag berus en, behoudens klosule 4 (6), moet hy vir 'n week minstens die volle weekloon betaal word wat by subklosule (1), gelees met die omskrywing van "loon" in klosule 2 en met subklosule (3), voorgeskryf word vir 'n werknekmer van sy klas in die gebied waarin hy werk, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat op hom van toepassing is, of minder, gwerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknekmers vereis of hom toelaat om 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 'n hoër loon as dié van sy eie klas by subklosule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknekmer betaal minstens die dagloon bereken teen die hoër tarief: Met dien verstande dat tensy daar in 'n skriftelike kontrak tussen die werkgewer en sy werknekmer uitdruklik anders bepaal word, nijs in hierdie Vasstelling só uitgelê mag word dat dit die werkgewer belet om van sy werknekmer te vereis om werk van 'n ander klas te verrig vir welke klas dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknekmer voorgeskryf word.

(4) *Loonberekening.*—Die uurloon, dagloon of maandloon van 'n werknekmer moet bereken word soos aangedui in die omskrywings van hierdie uitdrukkings in klosule 2.

(5) *Fietstoelae.*—'n Werkgewer wat van 'n werknekmer vereis of hom toelaat om by die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens R3 per week of, as hy 'n los werknekmer is, minstens 60 sent per dag betaal.

(6) *Nagwerktoelae.*—'n Werkgewer wat van sy werknekmer vereis of hom toelaat om nagwerk te verrig, moet sodanige werknekmer, benewens sy loon, 'n toelae betaal van nie minder nie as 10 persent van sy uurloon vir elke uur of gedeelte van 'n uur wat sodanige werknekmer nagwerk gewerk het: Met dien verstande dat hierdie subklosule nie op 'n wag van toepassing is nie.

#### 4. BETALING VAN BESOLDIGING

(1) *Werknekmers, uitgesondert los werknekmers.*—Behoudens klosule 6 (5) moet enige bedrag verskuldig aan 'n werknekmer, uitgesondert 'n los werknekmer, weekliks, tweeweekliks of maandeliks in kontant of, met die toestemming van die werknekmer, per tsek betaal word gedurende sy gewone werkure, of binne 15 minute daarna op die gewone

hours of the establishment but not later than 24 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 following:

- (a) The employer's name;
- (b) the employee's name or his number on the payroll and his class;
- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee;
- (e) the number of overtime hours worked by the employee;
- (f) the number of hours worked by the employee on a Sunday or a paid holiday;
- (g) the employee's wage;
- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made; and
- (j) the net amount paid to the employee;

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

- (i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which code shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;
- (ii) at the written request of the employee the amount due to him may be paid into his building society or bank account by his employer who shall however hand to him the aforementioned statement.

(2) *Casual employees.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment, but at least once a week.

(3) *Premiums.*—Subject to any other law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

(5) *Accommodation, meals and rations.*—Subject to any other law, an employer shall not require his employee to accept accommodation, meals or rations 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 may he make any deductions from his employee's remuneration other than the following:

- (a) With the written consent of the employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than at the instance 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;

betaaldaag van die bedryfsinrigting vir sodanige werknemer of, in die geval van 'n skofwerker of 'n werknemer op nagwerk, op 'n tyd waарoor sodanige werknemer en sy werkewer ooreengeskou het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldaag, of by diensbeëindiging indien dit voor die gewone betaaldaag geskied, en sodanige bedrag moet in 'n versëeld koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende gemeld word:

- (a) Die werkewer se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- (c) die tydperk waaroor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gewerk het;
- (e) die getal ure wat die werknemer oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag, gewerk het;
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (i) besonderhede van enige bedrag wat afgetrek is; en
- (j) die netto bedrag wat aan die werknemer betaal word;

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

(i) die besonderhede hierbo voorgeskryf, in kodevorm op sodanige koevert of houer of in sodanige staat aangeteken kan word, welke kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of in 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat daardeur geraak word;

(ii) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig, gestort kan word op sy bouvereniging- of bankrekening deur sy werkewer wat egter die voornoemde staat aan hom moet oorhandig.

(2) *Los werknemers.*—'n Werkewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, maar minstens eenmaal per week.

(3) *Premies.*—Behoudens enige ander wet, mag geen betaling deur of ten behoeve van 'n werknemer deur 'n werkewer, hetsy regstreks of onregstreks, aangeneem word ten opsigte van die indiensneming of opleiding van daardie werknemer nie.

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

(5) *Huisvesting, etes en rantsoene.*—Behoudens enige ander wet, mag 'n werkewer nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of van 'n ander persoon of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftrekings.*—'n Werkewer mag sy werknemer geen boetes oplê of enige bedrae van sy werknemer se besoldiging aftrek nie, uitgesonder die volgende:

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of vir ledegeleid van 'n vakvereniging;

(b) behoudens andersluidende bepalings in hierdie Vasselling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkewer 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) 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 by law or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the amounts specified hereunder:

	Per week	Per month
	R	R
(i) Accommodation.....	1,50	6,50
(ii) Meals and/or rations .....	3,00	13,00
(iii) Accommodation, meals and/or rations .....	4,50	19,50;

(e) whenever the ordinary hours of work are reduced because of short-time, a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided that—

(i) such deduction shall not exceed one third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are so reduced;

(ii) no deduction shall be made in the case of short-time arising out of a slackness of business or shortage of raw materials unless the employer has given his employee notice on the previous workday of his intention to reduce the ordinary hours of work;

(iii) no deduction shall be made in the case of short-time owing to the vagaries of the weather or 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 any amount which the employer has paid or has undertaken to pay to—

(i) any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);

(g) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned: Provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e).

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

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours of work than, in the case of—

(a) a *casual employee* in an establishment in which the employees normally work on—

(i) not more than five days in a week, nine and a quarter on any day;

(c) enige bedrag wat 'n werkewer kragtens wet van 'n bevel van 'n bevoegde hof moet of kan aftrek;

(d) wanneer daar kragtens wet van 'n werkewer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene van sy werkewer aan te neem, 'n aftrekking van hoogstens die volgende bedrae:

	Per week	Per maand
	R	R
(i) Huisvesting.....	1,50	6,50
(ii) Etes en/of rantsoene .....	3,00	13,00
(iii) Huisvesting, etes en/of rantsoene .....	4,50	19,50;

(e) wanneer die gewone werkure weens korttyd verminder word, 'n bedrag van hoogstens die werkewer (uitgesonderd 'n los werkewer) se uurloon ten opsigte van elke uur van sodanige vermindering: Met dien verstande dat—

(i) sodanige aftrekking hoogstens een derde van die werkewer se weekloon is, ongeag die getal ure waar mee die gewone werkure aldus verminder word;

(ii) geen aftrekking in die geval van korttyd wat deur 'n handelslapte of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkewer sy werkewer op die vorige werkdag kennis gegee het van sy voorname om die gewone werkure te verminder;

(iii) geen aftrekking in die geval van korttyd geskied nie ten opsigte van die eerste uur waarin daar nie gwerk word nie weens gure weer of die onklaarraking van die installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, tensy die werkewer sy werkewer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werkewer, enige bedrag wat die werkewer betaal het of onderneem het om te betaal aan—

(i) enige bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n betaling op 'n lening aan sodanige werkewer toegestaan om 'n woning te bekom;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n hostel waarin sodanige werkewer woon indien sodanige woning of hostel deur bemiddeling van sodanige organisasie of liggaam voorsien is geheel of gedeeltelik uit fondse voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i);

(g) met die skriftelike toestemming van 'n werkewer, 'n bedrag ter terugbetaling van enige bedrag wat die werkewer aan hom geleent of voorgeskiet het: Met dien verstande dat so 'n aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werkewer verskuldig is: Met dien verstande voorts dat geen sodanige aftrekking gemaak mag word ten opsigte van enige tydperk waartydens die werkewer se loon ingevolge paragraaf (e) verminder is nie.

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

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

(a) 'n los werkewer in 'n bedryfsinrigting waarin die werkewers gewoonlik werk op—

(i) nie meer as vyf dae in 'n week nie; nege en 'n kwart op enige dag;

(ii) more than five days in a week, eight and a half on any day:

Provided that if such employee performs the duties of a watchman, the hours referred to in subparagraphs (i) and (ii) may be extended by 12 and 10 hours, respectively;

(b) *a part-time cleaner*—

(i) 24 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (1), five on any day;

(c) *a watchman*—

(i) 60 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), in the case of an employee who normally works on—

(aa) not more than five days in a week, 12 on any day;

(ab) more than five days in a week, 10 on any day;

(d) *any other class of employee*—

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

(ii) subject to subparagraph (i), in the case of an employee who normally works on—

(aa) not more than five days in a week, nine and a quarter on any day;

(ab) more than five days in a week, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half.

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

(a) such interval may be reduced to not less than half an hour by written mutual agreement between an employer and his employee;

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

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

(d) 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;

(e) 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;

(f) in the case of an employee who is wholly or mainly engaged in clearing premises or tending animals, if such interval is longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

(3) *Hours of work to be consecutive*.—Subject to sub-clause (2), all hours of work of an employee on any day shall be consecutive.

(ii) meer as vyf dae per week, agt en 'n half op enige dag:

Met dien verstande dat indien sodanige werknemer die pligte van 'n wag verrig, die ure bedoel in subparagrawe (i) en (ii) onderskeidelik tot 12 en 10 ure verleng kan word;

(b) *'n deeltydse skoonmaker*—

(i) 24 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), vyf op enige dag;

(c) *'n wag*—

(i) 60 in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—

(aa) nie meer as vyf dae in 'n week werk nie, 12 op enige dag;

(ab) meer as vyf dae in 'n week werk, 10 op enige dag;

(d) *enige ander klas werknemer*—

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

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—

(aa) nie meer as vyf dae in 'n week werk nie, nege en 'n kwart op 'n dag;

(ab) meer as vyf dae in 'n week werk, agt op enige dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enigeen van die ander dae tot agt en 'n half verleng kan word.

(2) *Etenspouse*.—'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om onafgebroke vir meer as vyf uur 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—

(a) 'n werkewer met sy werknemer skriftelik ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;

(b) werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (a) of (e) van toepassing is, geag word aaneenlopend te wees;

(c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudsbepaling (f) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;

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

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

(f) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van persele of lewende hawe versorg, waar sodanige pouse langer as drie uur is, enige tydperk wat drie uur te bowe gaan, geag word deel van die gewone werkure uit te maak.

(3) *Werkure moet agtereenvolgend wees*.—Behoudens subklousule (2) moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(4) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime otherwise than in terms of an agreement concluded by him with the employee and provided such overtime does not exceed, in the case of—

- (a) a casual employee, three hours on any day;
- (b) a watchman, 12 hours in any week;
- (c) any other class of employee, 10 hours in any week;

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

- (i) one and a third times his hourly wage in respect of the total period not exceeding 10 hours in any week so worked by the employee;
- (ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week so worked by the employee.

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

(6) *Spread-over.*—No employer shall require or permit an employee to work a spread-over of more than 12 hours: Provided that if overtime is worked the said maximum spread-over may be extended to the extent to which the ordinary hours of work of the employee concerned mentioned in sub-clause (1), plus any overtime worked by him which does not exceed the maximum daily overtime mentioned in subclause (4), plus the time taken up by a meal interval which the employee is allowed in terms of subclause (2), exceed 12 hours during any day.

(7) *Savings.*—(a) Subclauses (2), (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

(b) Subclauses (2) and (6) shall not apply to a sanitary worker or a watchman.

(c) Subclause (4) shall not apply to an employee employed in bunkering work.

## 6. ANNUAL LEAVE

(1) Subject to subclause (3), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, leave as follows:

- (a) a watchman whose ordinary hours of work—
  - (i) exceed 48 in a week and who normally works on—
    - (aa) not more than five days in a week, 20 consecutive workdays;
    - (ab) more than five days a week, 24 consecutive workdays;
  - (ii) do not exceed 48 in a week and who normally works on—
    - (aa) not more than five days in a week, 15 consecutive workdays;
    - (ab) more than five days in a week, 18 consecutive workdays;
- (b) to any other employee who normally works on—
  - (i) not more than five days in a week, 15 consecutive workdays;
  - (ii) more than five days in a week, 18 consecutive workdays.

(4) *Beperking van oortydwerk.*—'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe ingevolge 'n ooreenkoms wat hy met die werknemer aangegaan het en met dien verstande dat sodanige oortyd nie meer is nie as, in die geval van—

- (a) 'n los werknemer, drie uur op 'n dag;
- (b) 'n wag, 12 uur in 'n week;
- (c) enige ander klas werknemer, 10 uur in 'n week.

(5) *Betaling vir oortydwerk.*—(a) 'n Werkewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, minstens—

(i) een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydperk aldus gewerk, wat nie 10 uur in 'n week oorskry nie;

(ii) een en 'n half maal sy uurloon betaal ten opsigte van die totale tydperk aldus gewerk, wat 10 uur in 'n week oorskry.

(b) 'n Werkewer moet 'n los werknemer wat oortyd werk minstens een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydperk aldus gewerk.

(6) *Werkspreiding.*—Geen werkewer mag vereis of toelaat dat sy werknemer 'n werkspreiding van meer as 12 uur werk nie: Met dien verstande dat as daar oortyd gewerk word bedoelde maksimum werkspreiding verleng kan word in die mate waarin die gewone werkure van die betrokke werknemer in subklousule (1) vermeld plus die oortyd deur hom gewerk wat nie die maksimum daagliks oortyd vermeld in subklousule (4) oorskry nie plus die tyd opgeneem deur 'n etenspouse wat die werknemer kragtens subklousule (2) vergun word, 12 uur gedurende 'n dag oorskry.

(7) *Voorbeholdsbeplings.*—(a) Subklousules (2), (3), (4) en (6) is nie van toepassing nie op 'n werknemer terwyl hy noodwerk verrig.

(b) Subklousules (2) en (6) is nie van toepassing nie op 'n sanitasiewerker of 'n wag.

(c) Subklousule (4) is nie van toepassing nie op 'n werknemer wat by bunkerwerk betrokke is.

## 6. JAARLIKSE VERLOF

(1) Behoudens subklousule (3), moet 'n werkewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by die werkewer, verlof verleen, en moet die werknemer die verlof neem, soos volg:

(a) Aan 'n wag wie se gewone werkure—

(i) 48 in 'n week oorskry en wat gewoonlik op—

(aa) nie meer as vyf dae in 'n week werk nie, 20 agtereenvolgende werkdae;

(ab) meer as vyf dae in 'n week werk, 24 agtereenvolgende werkdae;

(ii) nie 48 in 'n week oorskry nie en wat gewoonlik op—

(aa) nie meer as vyf dae in 'n week werk nie, 15 agtereenvolgende werkdae;

(ab) meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdae;

(b) aan enige ander werknemer wat gewoonlik op—

(i) nie meer as vyf dae in 'n week werk nie, 15 agtereenvolgende werkdae;

(ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdae.

(2) (a) The employer shall pay the employee in respect of the leave prescribed in subclause (1), in the case of an employee referred to in—

(i) subclause (1) (a) (i) an amount of not less than four times, and

(ii) subclause (1) (a) (ii) or (1) (b), 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.

(b) An employee who before subclause (1) (a) (ii) became binding had become entitled to a longer period of annual leave than is therein prescribed, shall retain such leave entitlement while employed by the same employer.

(3) The leave prescribed in subclause (1) shall be granted and be taken, as the case may be, at a time to be fixed by the employer: Provided that—

(a) if such leave has not been granted earlier, it shall, subject to subclause (4), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take such leave as from a date of not later than two months after the expiration of the said period of four months;

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

(i) of sick leave in terms of clause 7 (1) or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b), amounting in the aggregate in any period of 12 months to not more than 15 weeks;

(ii) during which the employee is under notice of termination of employment in terms of clause 12; or

(iii) during which the employee is doing military service;

(c) 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 employment to which the annual leave relates.

(4) (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—

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

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

(b) Subclause (3) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(5) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), shall be paid not later than the last workday before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiration of the leave.

(6) 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 and been taken shall, upon such termination and in addition to any other remuneration which may be due

(2) (a) Die werkgever moet die werknemer ten opsigte van die verlof in subklousule (1) voorgeskryf betaal, in die geval van 'n werknemer bedoel in—

(i) subklousule (1) (a) (i) 'n bedrag van minstens vier maal;

(ii) subklousule (1) (a) (ii) of (1) (b), 'n bedrag van minstens drie maal,

die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het.

(b) 'n Werknemer wat voordat subklousule (1) (a) (ii) in werking getree het, geregtig geword het op 'n langer tydperk van jaarlike verlof as wat daarin voorgeskryf word, behou die reg op sodanige langer verlof terwyl hy by dieselfde werkgever in diens is.

(3) Die verlof by subklousule (1) voorgeskryf, moet toegestaan en geneem word, na gelang van die geval, op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

(a) as sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (4), 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 werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekomm het, die werkgever sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem met ingang van 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;

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

(i) waar 'n werknemer afwesig is met siekterverlof ingevolge klosule 7 (1) of weens ongesiktheid in die omstandighede uiteengesit in klosule 7 (4) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(ii) waartydens die werknemier onder kennisgewing van diensbeëindiging ingevolge klosule 12 is; of

(iii) waar 'n werknemer vir militêre diens afwesig is;

(c) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die tydperk van diens waarop die jaarlike verlof betrekking het, van sodanige verloftydperk kan aftrek.

(4) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande dat—

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

(ii) die werkgever die datum van ontvang van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstrykig van die verloftydperk bewaar.

(b) Subklousule (3) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(5) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4), moet nie later nie as die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, nie later nie as die eerste betaaldag na verstrykig van die verlof, betaal word.

(6) Aan 'n werknemer wie se diens gedurende enige dienstermy van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn oopgeloop het en geneem is, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom

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 any employee referred to in—

- (a) subclause (1) (a) (i), one third, and
- (b) subclause (1) (a) (ii) or (1) (b), one fourth

of the weekly wage he was receiving immediately before the date of such termination of service: Provided that—

(i) an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee in terms of proviso (c) to subclause (3);

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 12 shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

(aa) the employer has waived such notice or the employee has paid his employer in lieu of such notice; or

(ab) in failing to give and serve such notice the employee was acting within his legal rights.

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (4), and whose employment terminates before such leave has been granted and been taken, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to and taken by him as at the date of the termination of employment.

(8) For the purposes of this clause—

(a) the weekly wage at any date of an employee who is engaged on piecework is his average weekly remuneration for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked;

(b) the expressions "employment" and "period of employment" shall be deemed to include—

(i) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 12;

(ii) any period amounting in the aggregate in any period of 12 months, to not more than 15 weeks during which an employee is absent—

(aa) on leave in terms of this clause;

(ab) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

(ac) at the instance of his employer;

(iii) any period during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim as employment in any one period of 12 months' employment, more than four months of such service;

and employment shall be deemed to commence, in the case of—

(aa) an employee who, before this Determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which he last became entitled to leave under that law;

verskuldig is, vir elke voltooide maand van sodanige dienstermy 'n bedrag betaal word van minstens, in die geval van, 'n werknemer in—

(a) subklousule (1) (a) (i) bedoel, een derde, en

(b) subklousule (1) (a) (ii) of (1) (b) bedoel, een kwart van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgewer ten opsigte van enige tydperk van verlof wat aan 'n werknemer ingevolge voorbehoudsbeplaling (c) van subklousule (3) toegestaan is, 'n eweredige bedrag kan af trek;

(ii) 'n werknemer wat sy diens verlaat sonder om kennis te gee en die kennisgewingstermy wat by klousule 12 voorgeskryf word, uit te dien, geregtig sal wees om betaling ingevolge hierdie subklousule te eis slegs ten opsigte van daardie opgeloopte verlofgeld bo die bedrag wat hy in plaas van diensopseggeling aan sy werkgewer moet betaal, tensy—

(aa) die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ab) hy versuim het om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (4), 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 deur hom geneem is.

(8) By die toepassing van hierdie klousule—

(a) is die weekloon van 'n werknemer wat op stukwerk in diens is, op enige datum sy gemiddelde weeklikse beloning vir die voorafgaande 13 weke, of indien 'n korter tydperk gewerk is, vir die getal voltooide weke aldus gewerk;

(b) word die uitdrukings "diens" en "dienstermy" geag te omvat—

(i) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer of 'n werknemer 'n werkgewer ingevolge klousule 12 betaal in plaas van kennis te gee;

(ii) enige tydperk van altesaam hoogstens 15 weke in enige tydperk van 12 maande wat 'n werknemer afwesig is—

(aa) met verlof ingevolge hierdie klousule;

(ab) met siekterverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);

(ac) op las of versoek van sy werkgewer;

(iii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

en word diens geag te begin, in die geval van—

(aa) 'n werknemer wat, voordat hierdie Vasstelling van krag geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop hy laas kragtens daardie wet op verlof geregtig geword het;

(ab) an employee who was in employment before this Determination became binding 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;

(ac) any other employee, on the date on which such employee entered his employer's service or on the date on which this Determination became binding, whichever is the later.

(9) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close his establishment for 21 consecutive days or suspend an activity for 21 consecutive days and in that case he shall remunerate his employee in terms of subclause (2) (a) or in terms of paragraph (c) hereof, as the case may be.

(b) Whenever a paid holiday falls on a day which otherwise would be a workday for an employee and such paid holiday falls within the closed or suspension period referred to in paragraph (a), another workday shall be added to the said closed or suspension 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.

(c) An employee who, at the date on which an establishment or activity in which he is employed is closed or suspended, is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him be paid by his employer on the basis set out in subclause (5) and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment or suspension of the activity.

## 7. SICK LEAVE

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

(a) an employee who normally works on not more than five days in a week, not less than 30 workdays, and

(b) any other employee, not less than 36 workdays, during each cycle of 36 consecutive months of employment with him, and shall pay the employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first cycle of 36 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 on not more than five days in a 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 in the first cycle of 36 months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he is entitled to at the time in terms of subparagraph (i), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken. However, if he has not previously done so the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and

(ab) 'n werknemer wat, voordat hierdie Vasstelling van krag geword het, in diens was en op wie enige wet wat vir jaarlike 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) enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Vasstelling van krag geword het, en wel op die jongste van die twee datums.

(9) (a) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doel van jaarlike verlof te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 maande, sy bedryfsinrigting vir 21 agtereenvolgende dae sluit, of 'n aktiwiteit vir 21 agtereenvolgende dae staak en in daardie geval moet hy sy werknemer kragtens subklousule (2) (a) of kragtens paragraaf (c) hiervan, na gelang van die geval, besoldig.

(b) Wanneer 'n betaalde vakansiedag, op 'n dag val wat andersins vir die werknemer 'n werkdag sou gewees het en wat binne die gesloten- of stakingstudperk bedoel in paragraaf (a) val, moet nog 'n werkdag by die genoemde gesloten of stakingstudperk gevoeg word as 'n verdere verloftyd en die werknemer moet 'n bedrag van minstens sy dagloon betaal word ten opsigte van elke sodanige dag bygevoeg.

(c) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting of 'n aktiwiteit waarin hy werkzaam is, sluit of gestaak word, nie geregtig is nie op die volle tydperk van die jaarlike verlof voorgeskryf by subklousule (1), moet, ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) vermeld, en vir die doel van jaarlike verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting of aktiwiteit aldus sluit of gestaak word.

## 7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongesiktheid van die werk afwesig is, siekterverlof verleen, in die geval van—

(a) 'n werknemer wat normaalweg op nie meer as vyf dae per week werk nie, minstens 30 werkdae; en

(b) enige ander werknemer, minstens 36 werkdae, gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die 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 tydkring van 36 agtereenvolgende maande diens nie op meer siekterverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat nie op meer as vyf dae per week werk nie, een werkdag ten opsigte van elke voltoode tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltoode maand diens;

(ii) indien 'n werknemer gedurende die eerste tydkring van 36 maande diens weens ongesiktheid afwesig is vir langer as die getal dae betaalde siekterverlof waarop hy kragtens subparagraaf (i) geregtig is, is sy werkgewer nie op daardie tydstip verplig om hom vir sodanige langer siekterverlof wat geneem is, te betaal nie. Die werkgewer moet egter by die verstryking van die eerste tydkring van 36 maande, indien hy dit nie reeds gedaan het nie, aan die werknemer op daardie tydstip 'n bedrag uitbetaal wat nie minder is nie as 'n bedrag gelyk aan die verskil tussen die siekterverlofbetaling reeds gemaak en

the employee's wage for the full period of his incapacity, up to a maximum of 30 workdays or 36 workdays, as the case may be. Such compensation shall be effected at the rate of the employee's wage at the commencement of his incapacity: Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of his incapacity, but not exceeding payment at a rate of more than one workday's wage for each completed period of five weeks of employment if the employee worked on not more than five days in a week, or more than one workday's wage for each completed month of employment if he worked on more than five days in a week, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his incapacity;

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

(iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work shall be at the rate of the employee's average remuneration for the 13 weeks preceding the commencement of the sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.

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

(a) for more than two consecutive workdays; or

(b) on the workday immediately preceding or the workday immediately succeeding a Sunday or a paid holiday, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that if an employee has received payment in terms of this clause on two or more occasions during any period of up to eight weeks without producing such a certificate, his employer may, in the next eight weeks require him to produce such a certificate in respect of any absence.

(3) For the purposes of this clause the expression—

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

(i) any period amounting in the aggregate, in any cycle of 36 months, to not more than 30 weeks, during which an employee is absent—

(aa) on leave in terms of clause 6;

(ab) at the instance of his employer;

(ac) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in subclause (4);

(ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment, in any period of 12 months' employment, more than four months of such service;

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding,

die werknemer se loon vir die volle tydperk van ongesiktheid, tot 'n maksimum van 30 werkdae of 36 werkdae, na gelang van die geval. Sodanige uitbetaling moet geskied teen 'n koers van nie minder nie as die werknemer se loon ten tye van die aanvang van sy ongesiktheid: Met dien verstande verder dat indien die werknemer se dienskontrak voor die verstrekking van sodanige eerste tydkring eindig, hy daarop geregty is om betaling van sy werkgewer te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy alreeds ontvang het en sy loon vir die volle tydperk van sy ongesiktheid, maar teen 'n tarief nie meer nie as sy loon vir een werkdag vir elke voltooide tydperk van vyf weke diens indien die werknemer hoogstens vyf dae per week gewerk het, of nie meer nie as sy loon vir een werkdag vir elke voltooide maand diens indien hy meer as vyf dae per week gewerk het, en by die toepassing van hierdie voorbehoudbepaling beteken die uitdrukking "loon" die loon wat die werknemer ten tye van die aanvang van sy ongesiktheid ontvang het;

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

(iv) die loon wat aan 'n werknemer wat op stukwerk in diens is, vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van sy gemiddelde besoldiging vir die 13 weke wat die aanvang van sy siekterlof voorafgaan of indien 'n korter tydperk gewerk is, vir die aantal voltooiweke wat gewerk is.

(2) 'n Werkgewer 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) van langer as twee agtereenvolgende werkdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n betaalde vakansiedag,

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

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk van altesaam hoogstens 30 weke in enige tydkring van 36 maande wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekterlof ingevolge subklousule (1) of weens ongesiktheid weens omstandighede uiteengesit in subklousule (4);

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregty is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

(iii) enige dienstydperk by dieselfde werkgewer onmiddellik voor die datum waarop hierdie Vasstelling van krag geword het en alle siekterlof wat met volle

and any sick leave on full pay granted to such 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 scheduled disease as defined in section 2 of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that act.

**(4) Savings.**—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 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 an amount not less than the wage payable in terms of subclause (1);

(b) in respect of any period of incapacity of an employee in respect of which the employer is required by any other law to pay to the employee his full wage.

## 8. PAID HOLIDAYS AND SUNDAYS

**(1) Compensation for work on a paid holiday.**—(a) Whenever an employee, other than a casual employee, *does not work* on a defined paid holiday and such day falls on a day which otherwise is an ordinary workday for the employee, his employer shall pay him in respect of that day an amount equal to at least his daily wage.

(b) Whenever an employee, other than a casual employee, *works* on a paid holiday his employer shall pay him in respect of that day as follows:

(i) An amount calculated at a rate of not less than double his hourly wage in respect of the total period worked by him on such holiday, or double his daily wage, whichever is the greater; or

(ii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on that day, and grant to him, within seven days of such day, one day's leave and pay him in respect of such leave an amount of not less than his daily wage.

**(2) Compensation for work on a Sunday.**—(a) Whenever an employee, other than a casual employee, works on a Sunday and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in sub-clause (1) (b).

(b) Whenever an employee, other than a casual employee, works on a Sunday which is not also a paid holiday, his employer shall pay him—

(i) if he works for not more than four hours, an amount equal to at least his daily wage; or

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

(iii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him,

besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie Vasselling toegestaan te gewees het;

(b) beteken "ongeskiktheid" die onvermoë om te werk weens enige 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 ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevallewet, 1941 (Wet No. 30 van 1941) as ongeskiktheid beskou word slegs gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

**(4) Voorbeholdsbepalings.**—Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydrae wat minstens gelyk is aan dié van die werknemer, betaal aan 'n fonds of organisasie wat deur die werknemer benoem is, welke fonds of organisasie in die geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is nie as die loon betaalbaar ingevolge subklousule (1);

(b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar kragtens 'n ander wet van die werkgever vereis word om die werknemer sy volle loon te betaal.

## 8. BETAALDE VAKANSIEDAE EN SONDAE

**(1) Vergoeding vir werk op 'n betaalde vakansiedag.**—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, *nie* op 'n betaalde vakansiedag soos omskryf werk nie, en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n betaalde vakansiedag werk, moet sy werkgever hom ten opsigte van daardie dag soos volg betaal:

(i) 'n Bedrag bereken teen minstens dubbel sy uurloon ten opsigte van die volle tydsduur wat hy op sodanige vakansiedag werk of dubbel sy dagloon, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydsduur wat hy op daardie dag werk en aan hom binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag betaal wat nie minder as sy dagloon is nie.

**(2) Vergoeding vir werk op 'n Sondag.**—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk en daardie dag ook 'n betaalde vakansiedag is, moet sy werkgever hom vir sodanige werk vergoed op die grondslag in subklousule (1) (b) uiteengesit.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk wat nie ook 'n betaalde vakansiedag is nie, moet sy werkgever hom—

(i) indien hy hoogstens vier uur werk, 'n bedrag gelyk aan minstens sy dagloon betaal; of

(ii) indien hy langer as vier uur werk, 'n bedrag betaal teen minstens dubbel sy uurloon ten opsigte van die volle tydsduur wat hy op sodanige Sondag werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter bedrag ook al die grootste is; of

(iii) 'n bedrag betaal teen minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydsduur wat hy op sodanige Sondag werk en aan hom binne sewe

within seven days of such Sunday, one day's leave and pay him in respect of such leave an amount of not less than his daily wage.

- (3) Whenever an employee works for a period which falls—  
 (a) partly on a paid holiday and partly on a Sunday; or  
 (b) partly on a paid holiday and partly on an ordinary workday; or  
 (c) partly on a Sunday and partly on an ordinary workday,

he shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.

(4) *Compensation to a casual employee for work on a paid holiday or a Sunday.*—Whenever a casual employee works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of not less than double his hourly wage prescribed for, or double the lowest hourly wage actually being paid to, an employee in the same area who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(5) *Payment.*—The remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him not later than the pay-day immediately after the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

## 9. PIECE-WORK

(1) An employer may, when engaging an employee or after at least one week's notice if the employee is already in his employ, introduce any piece-work system and, subject to clause 4 (6), such employer shall pay his employee who is employed on such piece-work system, remuneration at not less than the wage prescribed in clause (3) (1) for an employee of his class plus the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay a casual employee, in respect of each day on which piece-work is performed, not less than the amount which the employer would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule reflecting the wage and rates referred to in subclause (1) or he may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself, or on his behalf, setting out the said particulars.

(3) An employer shall not require or permit an employee to undertake any work for him solely on the basis of the piece-work. Any amount payable to an employee for piece-work in terms of subclause (1) shall be aside from and in addition to his wage, which shall not be less than the wage prescribed in clause 3 (1) for an employee of his class and experience.

(4) An employer who intends to cancel or amend any piece-work system in operation or the rates applicable thereunder, shall give his employee who works under such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon; and provided further that an employer shall not be required to give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

dae na daardie Sondag een dag verlof verleen en hom ten opsigte van sodanige verlof 'n bedrag van minstens sy dagloon betaal.

- (3) *Wanneer 'n werknemer vir 'n tydperk werk wat—*

- (a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of
- (b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of
- (c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val,

word hy by die toepassing van hierdie klousule geag die hele tydperk te gewerk het op dié dag waarop die grootste deelte van sodanige werktydperk val.

(4) *Vergoeding aan 'n los werknemer vir werk op 'n betaalde vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n betaalde vakansiedag of op 'n Sondag werk, moet sy werkewer hom ten opsigte van die volle tyd wat hy op sodanige dag gewerk het, 'n bedrag betaal bereken teen minstens dubbel die uurloon voorgeskryf vir, of dubbel die laagste uurloon wat werklik betaal word aan 'n werknemer in dieselfde gebied wat vir hom dieselfde klas werk verrig as wat van die los werknemer vereis word, watter bedrag ook al die grootste is: Met dien verstande dat indien die werknemer vir minder as vier uur op sodanige dag werk, hy geag word vier uur te gewerk het.

(5) *Betaling.*—Die besoldiging wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom betaal word nie later nie as die eersvolgende betaaldag na die dag ten opsigte waarvan die besoldiging betaalbaar is. 'n Los werknemer moet betaal word soos in klousule 4 (2) bepaal.

## 9. STUKWERK

(1) 'n Werkewer kan wanneer hy 'n werknemer in diens neem of indien die werknemer reeds in diens is, nadat hy hom minstens een week kennis gegee het, enige stukwerkstelsel invoer en sodanige werkewer moet behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen minstens die loon by klousule 3 (1) vir 'n werknemer van dieselfde klas voorgeskryf, plus die tariewe wat kragtens sodanige stelsel van toepassing is: Met dien verstande dat die werkewer, ongeag die hoeveelheid werk wat verrig is, 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag betaal wat die werkewer sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(2) 'n Werkewer moet 'n lys van die tariewe in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan elke werknemer voorsien van 'n brief wat deur van namens hom onderteken is waarin genoemde tariewe uiteengesit is.

(3) 'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om werk uitsluitlik op 'n stukwerkgrondslag te verrig nie. Enige bedrag wat ingevolge subklousule (1) aan 'n werknemer betaal is, is apart van en bykomend by sy loon en dit mag nie minder wees nie as die loon wat in klousule 3 (1) vir 'n werknemer van dieselfde klas voorgeskryf word.

(4) 'n Werkewer wat voorname is om 'n bestaande stukwerkstelsel of die besoldiding wat daarvolgens van toegepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een maand kennis van sodanige voorname gee: Met dien verstande dat 'n werkewer en sy werknemer oor 'n langer kennissgewingstermyne ooreen kan kom, en in so 'n geval mag die werkewer nie vir 'n korter termyn as dié waaraan daar ooreengekom is, kennis gee nie, en met dien verstande voorts dat 'n werkewer nie aan 'n los werknemer kennis hoeft te gee van sy voorname om 'n stukwerkstelsel in te stel, te kansleer of te wysig nie.

## 10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply free of charge, any uniform overall, gumboots, cap or other protective clothing which he is required by any law to provide to his employee or which his employee is required by any law to wear.

(2) An employer to whom subclause (1) does not apply but who nevertheless, explicitly or implicitly, requires his employee to wear protective clothing or any other overall shall supply such apparel free of charge.

(3) Any protective clothing or overall which has been provided to an employee free of charge shall remain the property of the employer.

## 11. PROHIBITION OF EMPLOYMENT

An employer shall not—

(1) employ any person under the age of 15 years;

(2) require or permit any pregnant employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

## 12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Notwithstanding clause 3 (2) an employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) during the first four weeks of employment, not less than one workday's notice;

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

of termination of contract, which shall be in writing except when given by an employee who is unable to write, 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, in the case of—

(i) one workday's notice the daily wage the employee is receiving at the time of such termination of employment;

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

Provided that this shall not affect—

(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 which is of equal duration on both sides and which is longer than that prescribed in this clause;

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

Provided further that payment in lieu of notice shall not be permitted during the absence of an employee—

(i) on leave granted in terms of clause 6;

(ii) on sick leave in terms of clause 7;

(iii) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b)

amounting in the aggregate in any period of 12 months' employment to not more than 15 weeks;

(iv) on military service, except where an employee otherwise requests and his employer agrees thereto in writing:

## 10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkewer moet enige rubberstewels, uniform, oorpak, pet of ander beskermende klerke wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf of wat sy werknemer ingevolge enige wet verplig is om te dra, gratis verskaf.

(2) 'n Werkewer op wie subklousule (1) nie van toepassing is nie, maar wat nogtans van sy werknemer vereis, hetso uitdruklik of stilswyend, dat hy beskermende of ander oorklere dra, moet dit gratis verskaf.

(3) Enige beskermende of ander oorklere wat gratis aan 'n werknemer voorsien is, bly die eiendom van die werkewer.

## 11. VERBOD OP INDIENSNEMING

'n Werkewer mag nie—

(1) iemand onder die ouderdom van 15 jaar in diens neem nie;

(2) van 'n swanger werknemer vereis of haar toelaat om gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig, te werk nie.

## 12. BEËINDIGING VAN DIENSKONTRAK

(1) Ondanks klousule 3 (2), moet 'n werkewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig—

(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, wat skriftelik gedoen moet word, uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, of 'n werkewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkewer, na gelang van die geval, te betaal, in die geval van—

(i) een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang;

(ii) een week kennisgewing, minstens die weekloon wat die werknemer ten tye van sodanige beëindiging ontvang:

Met dien verstande dat—

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

(ab) 'n skriftelike ooreenkoms tussen die werkewer 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;

(ac) die werking van 'n verbeuring of boete wat volgens wet van toepassing is op 'n werknemer wat dros;

nie hierdeur geraak word nie: Met dien verstande voorts dat betaling in plaas van kennisgewing nie toegelaat mag word nie gedurende 'n werknemer se afwesigheid—

(i) met verlof ingevolge klousule 6;

(ii) met siekteverlof ingevolge klousule 7;

(iii) weens ongeskiktheid in die omstandighede uitengesit in klousule 7 (4) (a) of (b)

vir altesaam hoogstens 15 weke in enige tydperk van 12 maande;

(iv) vir militêre diens, behalwe waar die werknemer anders versoek en die werkewer skriftelik daartoe instem;

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

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

(3) The notice prescribed in subclause (1) shall be given on any workday: Provided that the period of notice and shall not run concurrently with, and payment in lieu of notice shall not be made in respect of, a period concurrent with an employee's absence—

(a) on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) where such absences amount in the aggregate to not more than 15 weeks in any period of 12 consecutive months' employment with the same employer; and

(b) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Notwithstanding anything to the contrary contained in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that this subclause shall not apply where the employer had waived the required period of notice or if in failing to give and serve the notice the employee was acting within his legal rights.

### 13. CERTIFICATE OF SERVICE

Except where an employee deserts or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, 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 wage of the employee on the date of such termination.

#### CERTIFICATE OF SERVICE

I, ..... , carrying on business in the ..... trade at \* ..... hereby certify that ..... Identity No. ..... was employed by me from the ..... day of ..... 19.... to the ..... day of ..... 19.... as \*\* .....

At the termination of employment this employee's wage was R.....

Signature of employer or authorised representative

Date.....

\* State in which trade referred to in clause 1 (3) business is carried on.

\*\* State class in which employee was wholly or mainly engaged, e.g. watchman or unskilled employee.

Met dien verstande voorts dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur afnamekings 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 voorbehoudsbepaling (ab) van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroor daar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en betaling in plaas van kennisgewing nie gemaak mag word nie ten opsigte van 'n tydperk wat saamval met 'n werknemer se afwesigheid—

(a) met verlof ingevolge klousule 6 of siekteleverlof ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), waar sodanige afwesighede altesaam hoogstens 15 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkgewer beloop; en

(b) vir militêre diens, behalwe waar die werknemer anders versoeke en die werkgewer skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling, waar 'n werknemer sy dienskontrak beëindiging deur sy diens te verlaat sonder om kennis te gee en die vereiste tydperk uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, mag sy werkgewer uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie Vasstelling skuld, hom 'n bedrag toeeien van hoogstens dit wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie geld nie waar die werkgewer van die vereiste kennisgewingstydperk afgesien het of die werknemer by versium om kennis te gee en die kennisgewingstydperk uit te dien, binne sy wetlike regte gehandel het.

### 13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros of waar die werknemer 'n los werknemer is, moet die werkgewer by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgewer en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word.

#### DIENSSERTIFIKAAT

Ek, ..... wat as werkgewer in \* ..... sake doen te ..... verklaar hierby dat ..... identiteitsnommer ..... in my diens was vanaf die ..... dag van ..... 19.... tot die ..... dag van ..... 19.... as \*\* .....

By diensbeëindiging was hierdie werknemer se loon R .....

Handtekening van werkgewer of  
gemagtigde verteenwoordiger

Datum.....

\* Meld in welke bedryf in klousule 1 (3) genoem, sake gedoen word.

\*\* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. wag of ongeskoolde werknemer.

**14. ATTENDANCE REGISTER**

(1) An employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees, and if such employee is unable to write his employer shall on his behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi), inclusive, of subclause (3) (a), in the presence of a person nominated by the employee, and sign such entries.

**14. BYWONINGSREGISTER**

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n bywoningsregister wat wesenlik die onderstaande vorm het, voorsien, waarin hy in ink of inkpotlood die naam en klas van elk van sy werknemers moet aanteken, en indien sodanige werknemer nie in staat is om te skryf nie, moet sy werkgewer namens hom vir elke dag gewerk en op daardie dag die vereiste inskrywings ten opsigte van punte (i) tot en met (vi) van subklousule (3) (a) maak, en sodanige inskrywings, in die teenwoordigheid van 'n persoon wat deur die werknemer aangewys is, onderteken.

## ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

Entries to be made by employee												Remarks (if any)				
Year Month	Time of commenc- ing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours worked		Signature	By employee	By employer if employee was absent Reasons for his absence (to be signed by employer)	By inspector
		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
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Note.—Under heading "Off" and "On" in column referring to "Intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

## BYWONINGSREGISTER

(Naam van werknemer)		Inskrywings moet deur werknemer gemaak word												(Klas van werknemer)		
Jaar Maand	Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Hand- tekening	Deur werknemer	Opmerkings (as daar is)	Deur inspekteur
		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
Datum	Dag van week															
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Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

(2) An employer may, instead of an attendance register, provide a semi-automatic time recorder together with the necessary cards, which shall be as nearly as practicable in the following form, and supply to each of his employees such a card indicating the name or number of the employee and the date of the end of the week in respect of which it is to be used:

Nr.... Name and class of employee.....  
Week ended.....19....

Day	In	Out	In	Out	Total
Sunday .....	.....	.....	.....	.....	.....
Monday.....	.....	.....	.....	.....	.....
Tuesday.....	.....	.....	.....	.....	.....
Wednesday.....	.....	.....	.....	.....	.....
Thursday.....	.....	.....	.....	.....	.....
Friday.....	.....	.....	.....	.....	.....
Saturday .....	.....	.....	.....	.....	.....

(3) Unless prevented from doing so by unavoidable cause, an employee shall in respect of each day worked by him and on that day—

(a) record in ink or indelible pencil in the attendance register referred to in subclause (1):

- (i) The day of the week;
- (ii) the time he commenced work;
- (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- (iv) the time of finishing work for the day;
- (v) the time of commencement and termination of overtime worked for the day;
- (vi) the total number of hours worked for the day; and
- (vii) his signature;

(b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of subclause (2) to show the following:

- (i) The time he commenced work;
- (ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
- (iii) the time of finishing work for the day.

(4) An employer shall retain the attendance register referred to in subclause (1) or the cards referred to in subclause (2), as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 438, published under Government Notice No. R. 2072 of 21 September 1984, as amended by Government Notice No. 2421 of 30 October 1987.)

(2) 'n Werkgewer kan in plaas van 'n bywoningsregister, 'n halfautomatiese tydregistreerder met die nodige kaarte wat sover doenlik onderstaande vorm moet hê, beskikbaar stel en elkeen van sy werknemers van so 'n kaart met die naam en nommer van die werknemer asook die datum van die einde van die week waarvoor die kaart gebruik moet word, voorsien.

Nr.... Naam en klas van werknemer .....

Week geëindig .....19....

Dag	In	Uit	In	Uit	Totaal
Sondag .....	.....	.....	.....	.....	.....
Maandag.....	.....	.....	.....	.....	.....
Dinsdag .....	.....	.....	.....	.....	.....
Woensdag.....	.....	.....	.....	.....	.....
Donderdag.....	.....	.....	.....	.....	.....
Vrydag .....	.....	.....	.....	.....	.....
Saterdag .....	.....	.....	.....	.....	.....

(3) Tensy hy deur onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het en wel op dié dag—

(a) in ink of inkpotlood in sodanige bywoningsregister bedoel in subklousule (1) aanteken:

- (i) Die dag van die week;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop alle etens- en ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- (iv) die tyd waarop werk vir die dag beëindig is;
- (v) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- (vi) die totale aantal ure gewerk vir die dag; en
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waar 'n halfautomatiese tydregistreerder voorsien word, 'n inskrywing maak deur middel van die regstreerder op 'n kaart wat ingevolge subklousule (2) voorsien is en wat die volgende moet toon:

- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en
- (iii) die tyd waarop werk vir die dag beëindig is.

(4) 'n Werkgewer moet die bywoningsregister in subklousule (1) bedoel, of die kaarte in subklousule (2) bedoel, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop bewaar.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bestaande Bylae Loonvasstelling 438, gepubliseer by Goewermentskennisgewing No. R. 2072 van 21 September 1984, soos gewysig by Goewermentskennisgewing No. R. 2421 van 30 Oktober 1987.)

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