

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Selling price • Verkoopprys
(GST excluded • AVB uitgesluit)

Local **80c** Plaaslik
Other countries **R1,10** Buitelands
Post free • Posvry

**Regulation Gazette
Regulasiekoerant**

No. 4732

Registered at the Post Office
as a Newspaper
As 'n Nuusblad by die
Poskantoor geregistreer

Vol. 314

PRETORIA, 2 AUGUST
AUGUSTUS 1991

No. 13436

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1775

2 August 1991

WAGE ACT, 1957

WAGE DETERMINATION 472: GOODS TRANSPORTATION AND STORAGE TRADE, CERTAIN AREAS

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Goods Transportation and Storage Trade, 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 in the areas specified in subclause (2), apply to every employer in the Goods Transportation and Storage Trade as defined in subclause (3), and to all his employees in that trade: Provided that the Determination shall not apply to—

(a) employers and employees in so far as they are subject to the jurisdiction of the Industrial Council for the Motor Transport Undertaking (Goods);

(b) an employer while he is a new employer as defined in subclause (4);

(c) a small employer as defined in subclause (5); or

(d) a manager as defined in subclause (6).

751—A

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1775

2 Augustus 1991

LOONWET, 1957

LOONVASSTELLING 472: GOEDEREVERVOER- EN OPBERGINGSBEDRYF, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Goederevervoer- en Opbergingsbedryf, 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 VASSTELLING

(1) Hierdie vasstelling is in die gebiede gespesifiseer in subklousule (2) van toepassing op elke werkgewer in die Goederevervoer- en Opbergingsbedryf soos in subklousule (3) omskryf, en op al sy werknemers in daardie bedryf: Met dien verstande dat die Vasstelling nie van toepassing is nie op—

(a) werkgewers en werknemers vir sover hulle onderworpe is aan die jurisdiksie van die Nywerheidsraad vir die Motorvervoeronderneming (Goedere);

(b) 'n werkgewer so lank as wat hy 'n nuwe werkgewer is soos in subklousule (4) omskryf;

(c) 'n klein werkgewer soos in subklousule (5) omskryf; of

(d) 'n bestuurder soos in subklousule (6) omskryf.

13436—1

(2) Areas:

Cape Province: The Magisterial Districts of Albany, Barkly West, Beaufort West, Bellville, Caledon, Ceres, Cradock, East London, George, Goodwood, Gordonia, Graaff-Reinet, Hermanus, Kimberley, King William's Town, Knysa, Kuils River, Kuruman, Malmesbury, Montagu, Moorreesburg, Mossel Bay, Oudtshoorn, Paarl, Port Elizabeth, Postmasburg, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Swellendam, The Cape, Tulbagh, Uitenhage, Vredenburg, Vryburg, Wellington, Worcester and Wynberg;

Natal: The Magisterial Districts of Camperdown, Chatsworth, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Inanda, Klip River, Lions River, Lower Tugela, Lower Umfolozi, Mooi River, Newcastle, Paulpietersburg, Pietermaritzburg, Pinetown, Port Shepstone, Umzinto and Vryheid.

Orange Free State: The Magisterial Districts of Bethlehem, Bloemfontein, Bothaville, Brandfort, Frankfort, Harrismith, Heilbron, Hennenman, Kroonstad, Lindley, Parys, Reitz, Sasolburg, Senekal, Theunissen, Viljoenskroon, Virginia, Vrede, Vredefort, Welkom, Wesselsbron and Winburg;

Transvaal: The Magisterial Districts of Amersfoort, Balfour, Barberton, Belfast, Bethal, Boksburg, Brakpan, Brits, Bronkhorstspuit, Carolina, Cullinan, Ermelo, Groblersdal, Heidelberg, Highveld Ridge, Kempton Park, Klerksdorp, Koster, Letaba, Lichtenburg, Lydenburg, Middelburg, Nelspruit, Nigel and Oberholzer, that portion of the Magisterial District of Phalaborwa which prior to 1 January 1983 (Government Notice No. 2644 of 10 December 1982) fell within the Magisterial District of Letaba, and the Magisterial Districts of Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Pretoria, Randburg, Rustenburg, Soutpansberg, Standerton, Ventersdorp, Volksrust, Warmbaths, Waterberg, Waterval Boven, Witbank, White River and Wonderboom.

(3) (a) **"Goods Transportation and Storage Trade"** or **"the Trade"** means the trade in which employers and their employees are associated for the purpose of carrying out one or more of the following activities for hire or reward:

(i) The transportation of goods by means of motor transport, whether or not such goods are intended for sale;

(ii) the storage of goods, including the receiving, opening, unpacking, packing, despatching and clearing of or accounting for of goods; and

(iii) the delivery or transport of new motor vehicles where this is not undertaken by the manufacturer himself or a motor dealer;

and includes all operations incidental to or consequent on any of the aforesaid activities.

(b) **"Goods"** means any article, commodity or substance and includes sand, soil, gravel, stone, coal, water or other liquid matter, gaseous or solid matter, containers or containerised goods and any movable property.

(4) **"New employer"** means a business newly established in the Trade during the first 12 months of its existence in the Trade [see also the proviso to clause 3 (1) (a)].

(5) **"Small employer"** means an employer in any of the areas in which this determination is binding and who at all times employs less than three drivers and less than six employees in all in or in connection with his business in this trade.

(6) **"Manager"** means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment and the employees engaged therein, but does not include an employee in the same establishment who relieves or acts for a manager during the latter's absence.

(2) Gebiede:

Kaapprovinsie: Die landdrosdistrikte Albany, Barkly-Wes, Beaufort-Wes, Bellville, Caledon, Ceres, Cradock, Die Kaap, George, Goodwood, Gordonia, Graaff-Reinet, Hermanus, Kimberley, King William's Town, Knysa, Kuilsrivier, Kuruman, Malmesbury, Montagu, Moorreesburg, Mosselbaai, Oos-Londen, Oudtshoorn, Paarl, Port Elizabeth, Postmasburg, Riversdale, Robertson, Simonsstad, Somerset-Wes, Stellenbosch, Strand, Swellendam, Tulbagh, Uitenhage, Vredenburg, Vryburg, Wellington, Worcester en Wynberg;

Natal: Die landdrosdistrikte Camperdown, Chatsworth, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Inanda, Kliprivier, Lions River, Lower Tugela, Lower Umfolozi, Mooirivier, Newcastle, Paulpietersburg, Pietermaritzburg, Pinetown, Port Shepstone, Umzinto en Vryheid.

Oranje-Vrystaat: Die landdrosdistrikte Bethlehem, Bloemfontein, Bothaville, Brandfort, Frankfort, Harrismith, Heilbron, Hennenman, Kroonstad, Lindley, Parys, Reitz, Sasolburg, Senekal, Theunissen, Viljoenskroon, Virginia, Vrede, Vredefort, Welkom, Wesselsbron en Winburg;

Transvaal: Die landdrosdistrikte Amersfoort, Balfour, Barberton, Belfast, Bethal, Boksburg, Brakpan, Brits, Bronkhorstspuit, Carolina, Cullinan, Ermelo, Groblersdal, Heidelberg, Hoëveldrif, Kempton Park, Klerksdorp, Koster, Letaba, Lichtenburg, Lydenburg, Middelburg, Nelspruit, Nigel en Oberholzer, die gedeelte van die landdrosdistrik Phalaborwa wat voor 1 Januarie 1983 (Goewermentskennisgewing No. 2644 van 10 Desember 1982) binne die landdrosdistrik Letaba geval het en die landdrosdistrikte Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Pretoria, Randburg, Rustenburg, Soutpansberg, Standerton, Ventersdorp, Volksrust, Warmbad, Waterberg, Waterval Boven, Witbank, Witrivier en Wonderboom.

(3) (a) **"Goederevervoer- en Opbergingsbedryf"** of **"die Bedryf"** beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede teen huur of vergoeding te verrig:

(i) Die vervoer van goedere deur middel van motorvervoer, hetsy sodanige goedere vir verkoop bedoel is al dan nie;

(ii) die opberging van goedere, met inbegrip van die ontvangs, oopmaak, uitpak, inpak, versending, inklaring, uitklaring van of verantwoording doen vir goedere; en

(iii) die aflewering of vervoer van nuwe motorvoertuie, waar dit nie deur die vervaardiger self of 'n motorhandelaar onderneem word nie;

en dit omvat alle bedrywighede wat met enige van voormelde werksaamhede gepaard gaan of daaruit voortspruit.

(b) **"Goedere"** beteken enige artikel, kommoditeit of stof, en dit omvat sand, grond, gruis, klip, steenkool, water of ander vloeibare stof, gasvormige of vaste stof, houters of behouerde goedere en enige roerende eiendom.

(4) **"Nuwe werkgewer"** beteken 'n nuut gestigte besigheid in die Bedryf gedurende die eerste 12 maande van sy bestaan in die Bedryf [kyk ook die voorbehoudsbepaling van klousule 3 (1) (a)].

(5) **"Klein werkgewer"** beteken 'n werkgewer in enige van die gebiede waarin hierdie vasstelling bindend is en wat te alle tye minder as altesaam drie drywers en minder as altesaam ses werknemers in of in verband met sy besigheid in die Bedryf in diens het.

(6) **"Bestuurder"** beteken 'n werknemer wat deur sy werkgewer belas is met die algemene toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting en die werknemers wat daarin werksaam is, maar dit omvat nie 'n werknemer in dieselfde bedryfsinrigting wat tydens 'n bestuurder se afwesigheid die bestuurder aflos of namens hom optree nie.

2. DEFINITIONS

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

(1) **"artisan"** means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that Act, and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided in this determination; (2)

(2) **"assistant foreman"** means an employee who assists a foreman and who in so doing may perform any of the duties of a foreman and who may act for him during his absence; (3)

(3) **"casual employee"** means an employee who is employed by the same employer on not more than three days in any week; (31)

(4) **"chargehand"** means an employee who under general supervision is in charge of a group of general workers and who may keep records of the work they do; (45)

(5) **"chauffeur"** means an employee, other than a driver, who is engaged in driving a motor vehicle which is intended for the conveyance of his employer, clients or visitors and which may be used for the conveyance of documents or parcels; (11)

(6) **"checker"** means an employee who, under the supervision of a clerk, supervises the assembling, mass-measuring, stacking, loading, unloading, marking or addressing of goods and who checks, enters or records particulars of such goods according to a written statement and who may supervise the packing and unpacking of such goods and the work of a general worker; (42)

(7) **"clerical assistant"** means an employee who, under the supervision of a clerk with at least two years' experience, is engaged in one or more of the following duties:

(a) Making out consignment or delivery notes or packing slips, but not invoices;

(b) copying particulars of documents by hand;

(c) recording particulars of annual and sick leave;

(d) checking attendance registers or recording particulars in connection with employees who are at work or absent from work, or the time spent by employees on various tasks;

(e) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal files or documents, or preparing certificates of service;

(f) counting or recording the hours of work of employees;

(g) stamping or making out tickets or labels;

(h) filing, sorting or otherwise attending to wage or time cards, invoices, requisitions, delivery notes, consignment notes or other documents;

(i) preparing wage or time cards;

(j) compiling lists of goods, figures or numbers;

(k) interpreting or translating languages spoken by Blacks or Asiatics;

(l) adding and subtracting figures, also with the aid of a machine;

2. WOORDOMSKRYWING

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

(1) **"algemene werker"** 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Bale, vate, pakkaste, kiste, blikke, kartonne, konkas, sakke of houers oopmaak, toemaak, toespyker, toewerk, merk, vasbind, vul of leegmaak;

(b) behulpsaam wees met die laai of aflaai van houers;

(c) bokseile of plastiekbedekkings oorgooi of afhaal;

(d) boodskappe, pakkette, briewe of goedere verseël of oopmaak en dit te voet of per trapfiets, driewiel of handvoertuig aflewer of vervoer;

(e) Enige goedere, houers, pakkette of voertuie, kruiwaens, trollies of ander handvoertuie, uitgesonderd deur die gebruik van kraguitrusting, dra, oplaai, trek, stoot, sleep, verpak, herverpak, opstapel, rol, oprol, verskuif, laai, aflaai of uitpak;

(f) etikette op goedere plak of dit merk, van 'n handelsmerk voorsien, stempel of sjabloneer of etikette perforeer;

(g) goedere in pakkies oopmaak, toedraai of vasbind;

(h) handdoeke, seep of toiletpapier vervang;

(i) goedere of houers met 'n skropeborsel of draadborsel skoonmaak;

(j) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opslaan of uitmekaar haal;

(k) klip, gruis, grond, klei, sand of ander grondstowwe met 'n skopgraaf skep of strooi;

(l) met die hand boor, afkrap of skuur;

(m) motorvoertuie, goedere of vrag op motorvoertuie oppas;

(n) 'n handkraan, -hyser, -pomp, -afrolmasjien, dromkrag of windas bedien;

(o) 'n ambagsman bystaan op 'n ander wyse as deur die gereedskap van sy vak selfstandig te gebruik;

(p) oorpakke, uniforms, beskermende klere, verpakkingsmateriaal of komberse was;

(q) op 'n motorvoertuig, sleepwa of leunwa werk of saamry op sy ritte;

(r) pakkaste, kiste, kratte of palette met die hand herstel;

(s) persele, goedere, palette, voertuie of masjinerie skoonmaak;

(t) rantsoene voorberei of tee of soortgelyke drankie vir werknemers maak of aan hulle bedien of tee of ander versings vir die werkgewer of sy gaste maak of aan hulle bedien;

(u) rubber- of ander stempels gebruik waar seleksie of diskresie nie nodig is nie;

(v) spoorwegwaens of houers oop- of toemaak;

(w) verf of roesweermiddels aan goedere, sleepwaens of leunwaens met die hand aanbring;

(x) wiele of buite- of binnebande van motorvoertuie, laai-grawe, mobiele hystoestelle, sleepwaens, leunwaens, fietse, kruiwaens, trollies of ander handvoertuie afhaal, terugsit, omruil of oppomp, of binnebande herstel; (21)

(m) counting or mass-measuring goods;

(n) recording reference numbers, batch numbers or contents of goods or containers; (26)

(8) **"clerk"** means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone switchboard operator or any office machine operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's duties; (25)

(9) **"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; (13)

(10) **"day"** means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, a security guard or a watchman it means a period of 24 hours reckoned from the time such an employee commences work; (12)

(11) **"despatch clerk"** means an employee who is responsible for the receipt, packing or despatch of goods from a store, warehouse or storage place, and who may supervise the work of a checker or a general worker; (60)

(12) **"dolly"** means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (15)

(13) **"driver"** means an employee, other than a chauffeur, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (16)

(14) **"emergency work"** means—

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

(b) any work in connection with the overhauling or repairing of a motor vehicle, 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) Transnet trucks or vehicles;

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with Transnet;

(iv) perishable products from vehicles for the purpose of storing them to prevent spoilage; (43)

(15) **"experience"** means, in relation to a clerk, clerical assistant or repair-shop assistant, the total period or periods of employment during which an employee has been employed as a clerk, clerical assistant or a repair-shop assistant, respectively, in any trade or industry or in the service of a local authority or the State; (46)

(16) **"extra heavy motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but not 25 000 kg; (17)

(17) **"extra heavy motor vehicle (rigid)"** means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg; (18)

(18) **"foreman"** means an employee who is in charge of the employees in an establishment or part of an establishment, who exercises control over such employees and who is responsible to the manager for the efficient performance by them of their duties; (61)

(2) **"ambagsman"** 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word so 'n kontrak te voltooi het in 'n ambag aangewys of geag aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat wat aan hom uitgereik is of geag word aan hom uitgereik te wees deur die Registrateur van Mannekragopleiding en wat ambagsmanstatus aan hom verleen ingevolge daardie Wet, en ook enige ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling bepaal word;

(3) **"assistentvoorman"** 'n werknemer wat 'n voorman bystaan en wat sodoende enige van die pligte van 'n voorman kan verrig en wat gedurende sy afwesigheid vir hom kan waarneem; (2)

(4) **"bediener van 'n bokkraan"** 'n werknemer wat 'n bokkraan dryf of vanaf die vloer van 'n bedryfsinrigting bedien of beheer; (20)

(5) **"bediener van 'n laaigraaf"** 'n werknemer wat 'n krag-aangedrewe laaigraaf bedien wat by die laai, verskuiwing of aflaai van grond, sand, klippe, gruis of enige ander grondstowwe of goedere gebruik word; (19)

(6) **"bediener van 'n mobiele hystoestel, Graad I"** 'n werknemer wat 'n krag-aangedrewe mobiele hystoestel virkhuyswa met 'n hysvermoë van meer as 6 000 kg bedien wat by die laai, aflaai, versit of opstapel van goedere of houters gebruik word, maar omvat dit nie 'n interne motorvoertuig nie; (36)

(7) **"bediener van 'n mobiele hystoestel, Graad II"** 'n werknemer wat 'n krag-aangedrewe mobiele hystoestel virkhuyswa met 'n hysvermoë van hoogstens 6 000 kg bedien wat by die laai, aflaai, versit of opstapel van goedere of houters gebruik word, maar omvat dit nie 'n interne motorvoertuig nie; (37)

(8) **"betaalde vakansiedag"** Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val); Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag; (47)

(9) **"bruto kombinasie-massa,"** met betrekking tot 'n motorvoertuig (gelede), die maksimum massa van die kombinasie van voertuie, met inbegrip van dié van die trekmotorvoertuig en die wag, soos deur die vervaardiger gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal; (22)

(10) **"bruto voertuig-massa"** met betrekking tot 'n motorvoertuig (niegelede), die maksimum massa van sodanige voertuig en sy wag, soos deur die vervaardiger gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal; (23)

(11) **"chauffeur"** 'n werknemer, uitgesonderd 'n drywer, wat 'n motorvoertuig dryf wat bedoel is vir die vervoer van sy werkgewer, klante of besoekers en wat gebruik kan word vir die vervoer van dokumente of pakkette; (5)

(12) **"dag"** die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van 'n skofwerker, 'n sekuriteitswag of 'n wag 'n tydperk van 24 uur beteken, gereken vanaf die tydstop waarop so 'n werknemer begin werk; (10)

(13) **"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; (9)

(14) **"deeltydse werknemer"** 'n werknemer wat as sodanig by die week of die maand hoogstens vyf gewone werkure per dag en 25 gewone werkure per week werk; (49)

(15) **"drastel"** 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (12)

(19) **"front-end loader operator"** means an employee who operates a power driven front-end loader used in the loading, shifting or unloading of soil, sand, stones, gravel or any other raw materials or goods; (5)

(20) **"gantry crane operator"** means an employee engaged in driving a gantry crane or operating or controlling it from the floor of an establishment; (4)

(21) **"general worker"** means an employee who is engaged in one or more of the following duties:

(a) Opening, closing, nailing up, sewing up, marking, tying, filling or emptying bales, vats, packing cases, boxes, tins, cartons, drums, bags or containers;

(b) aiding in the loading or unloading of containers;

(c) throwing over or removing tarpaulins or plastic coverings;

(d) sealing or opening messages, packages, letters or goods and delivering or transporting them on foot, on a pedal cycle or tricycle or by a hand-operated vehicle;

(e) carrying, lifting, pulling, pushing, dragging, packing, repacking, stacking, rolling, rolling up, shifting, loading, unloading, unpacking any goods, containers, packages or vehicles, wheelbarrows, trolleys or other hand-operated vehicles, other than by using power-driven equipment;

(f) pasting labels on goods or marking, branding, stamping or stencilling them, or perforating labels;

(g) parcelling, wrapping or tying goods;

(h) replacing towels, soap or toilet paper;

(i) cleaning goods or containers with a scrubbing brush or wire-bristle brush;

(j) setting up or taking apart ready-made cardboard or fibreboard boxes or similar containers by hand;

(k) shovelling or scattering stone, gravel, soil, clay, sand or other raw materials with a shovel;

(l) boring, scraping down or sandpapering by hand;

(m) guarding motor vehicles, goods or the load on motor vehicles;

(n) operating a hand-operated crane, hoist, pump, duplicating machine, jack or winch;

(o) assisting an artisan in other ways than by using the tools of his trade independently;

(p) washing overalls, uniforms, protective clothing, packing material or blankets;

(q) working on a motor vehicle, trailer or semi-trailer or accompanying it on trips;

(r) repairing packing cases, cases, crates or pallets by hand;

(s) cleaning premises, goods, pallets, vehicles or machinery;

(t) preparing rations, or making or serving tea or similar beverages for employees, or making or serving tea or other refreshments for the employer or his guests;

(u) using rubber or other stamps where selection or discretion is not needed;

(v) opening or shutting railway trucks or containers;

(w) applying paint or anti-rust agents to goods, trailers or semi-trailers by hand;

(x) removing, replacing, changing or pumping wheels, tyres or tubes of motor vehicles, front-end loaders, mobile hoists, trailers, semi-trailers, cycles, wheelbarrows, trolleys or other hand-driven vehicles or repairing tubes; (1)

(16) **"drywer"** 'n werknemer, uitgesonderd 'n chauffeur, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordoms krywing omvat die uitdrukking " 'n motorvoertuig dryf" all tydperke wat die werknemer dryf, enige tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (13)

(17) **"ekstra swaar motorvoertuig (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasie-masse meer as 16 000 kg maar hoogstens 25 000 kg is; (16)

(18) **"ekstra swaar motorvoertuig (niegelede)"** 'n motorvoertuig (niegelede) waarvan die bruto voertuig-massa meer as 16 000 kg maar hoogstens 25 000 kg is; (17)

(19) **"faktotum"** 'n werknemer wat kleinere herstelwerk of verstellings doen aan houters, goedere wat onderweg beskadig is, masjinerie of uitrusting en wat kleinere herstelwerk of opknappings aan geboue kan doen, maar wat nie werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (24)

(20) **"gekwalifiseerd"**, met betrekking tot 'n werknemer, dat die onervinding van 'n werknemer van sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is, en omgekeerd beteken "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (50)

(21) **"geskoolde werk"** werk wat die opleiding en geskooldeheid van 'n ambagsman vereis; (55)

(22) **"gewone werkure"** die werkure voorgeskryf by klousule 5 (1) of, indien volgens ooreenkoms tussen 'n werkgewer en sy werknemer laasgenoemde minder gewone ure werk sodanige korter ure; (44)

(23) **"herstelwinkelassistent"** 'n werknemer wat onder toesig van 'n ambagsman een of meer van ondervermelde werksaamhede in verband met motorvoertuie verrig. Met dien verstande dat die verrigting van enige van die werksaamhede in hierdie omskrywing bedoel, nie so uitgelê mag word nie dat dit die verrigting van geskoolde werk in verband met sodanige werksaamhede toelaat:

(a) Beskermklae aanbring op enjins, komponente, bybehore, vloermatte, sitplekoortreksels, bagasiebakke of kantskopplaat;

(b) wiele balanseer met enige masjien wat bedoel is om wiele los van die voertuig af te balanseer;

(c) die volgende nagaan en, indien moontlik herstel:

Smookklep, enjinkap, aansitter, versneller, verwarmer, ventilasiekabels of verkoelingstelselkabels, horlosies, flikkerligte, deur- en vensterhandvatsels, deure, deurseëls, slotte en sleutels, elektriese verbindings vir stewigheid, generators en alternatorbande vir korrekte spanning, slangverbinding vir stewigheid en ruitveërs en -spuite;

(d) die volgende nagaan en aan 'n ambagsman verslag doen oor defekte daaraan:

Horlosies, flikkerligte, deur- en vensterhandvatsels, deure, slotte en sleutels, elektriese verbruikspunte, voorsitplekstelers en ruitveërs en -spuite;

(e) gate volgens patrone boor;

(f) waaierbande aansit en stel waar geen meetuitrusting of -instrumente nodig is nie;

(g) los sitplekoortreksels aanbring waar geen veranderings daaraan nodig is nie;

(h) veiligheids gordels aansit waar daar ankerpunte is;

(i) enige onderdeel of eenheid verwyder;

(j) lekke in bakke met vulstof herstel en lekke in enjins, ewenaars of ratkaste deur vasdraai herstel;

(22) **"gross combination mass"** in relation to a motor vehicle (articulated) means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (9)

(23) **"gross vehicle mass"** in relation to a motor vehicle (rigid) means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (10)

(24) **"handyman"** means an employee who is engaged in making minor repairs or adjustments to containers, goods damaged in transit, machinery or equipment, and who may effect minor repairs or renovations to buildings, but who does not do work normally done by an artisan; (19)

(25) **"heavy motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (53)

(26) **"heavy motor vehicle (rigid)"** means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (54)

(27) **"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) (d); (59)

(28) **"hours of work"** means and includes all periods during which a driver of a motor vehicle is engaged in driving, and all the time that the driver of a motor vehicle or an other class of employee accompanying him spends on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work, but does not include any meal interval prescribed in clause 5 (2) or any period in respect of which any subsistence allowance is payable to an employee in terms of clause 3 (5) (a) if during such interval or period the employee does no work other than remaining in charge of the vehicle and its load, if any, or guarding the vehicle and its load, if any; (65)

(29) **"internal motor vehicle"** means a motor vehicle used on the premises of or inside an establishment; (24)

(30) **"law"** includes the common law; (66)

(31) **"light motor vehicle"** means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (29)

(32) **"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 legislation; (49)

(33) **"medium motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (35)

(34) **"medium motor vehicle (rigid)"** means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (36)

(35) **"military service"** means any service or training in terms of the Defence Act, 1957 (Act No. 44 of 1957); (37)

(36) **"mobile hoist operator, Grade I"** means an employee who is engaged in operating a power-driven mobile hoist or fork-lift truck with a lifting capacity exceeding 6 000 kg used in the loading, unloading, moving or stacking of goods or containers, but does not include an internal motor vehicle; (6)

(k) die volgende vervang of installeer sonder om die finale elektriese verbindinge te doen:

Alternators, bakke, baklyswerk, enjinkappe, remtrommels uitgesonderd waar die trommel en die naaf 'n volledige eenheid is, gloeilampies, stampers, kables uitgesonderd elektriese verbindinge, kabelhefbome, kabelskakelings, vergassers, kajuite, koppelaar- en drukplate, kronkelvere, verkoelingsstelsels uitgesonderd lugversorging, silinderkoppe sonder om hulle te wring, deure, deurhandvatsels, drytasse uitgesonderd voorwielaandrywing, enjinsamestellinge, enjinmonterings, enjinmodderpanne, uitlatsels, buikplanke, vloerbedekkings, vliegwielhulsels, verwyderbare brandstofpype, brandstofpompe uitgesonderd inspuitspompe, brandstof-tenks, ratkassamestellinge, ratkasmonterings, generators, glas, gruispanne, roosters, handrelingklampe, verwarmers, lampe, spuitstukke, modderskerms, oliefilters of -siwwe en die skoonmaak daarvan, panele (binne en buite) of los bybore uitgesonderd wanneer gesweis, dryfasse, verkoelers, verkoelerproppe, radio's en bandopnemers maar nie die finale bedrading daarvan nie, treeplanke, agterbakligte, sitplekke, voorste en agterste bladvere, aanslagplate, oliebakmoere en -boute, skerms, klepdeksels, waterslange, vensterrame en handruitslingers;

(l) agterashulselsamestellinge in posisie plaas (sonder die gebruik van handgereedskap) en met die hand vasdraai;

(m) horlosies volgens die korrekte tyd stel; (51)

(24) **"interne motorvoertuig"** 'n motorvoertuig wat op die perseel van of binne 'n bedryfsinrigting gebruik word; (29)

(25) **"klerk"** 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig, en omvat dit 'n kassier en 'n telefoonskakelbordoperateur of enige kantoormasjienoperateur, maar nie ook enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se pligte; (8)

(26) **"klerklike assistent"** 'n werknemer wat onder toesig van 'n klerk met minstens twee jaar ondervinding een of meer van die volgende pligte verrig:

(a) Vrag- of afleweringsbriewe of verpakkingsbewyse uitmaak, maar nie fakture nie;

(b) besonderhede van dokumente met die hand kopieer;

(c) besonderhede van jaarlikse en siekteverlof aanteken;

(d) bywoningsregisters kontroleer of besonderhede in verband met werknemers wat by die werk is of van die werk afwesig is, of die tyd deur werknemers aan verskillende take bestee, aanteken;

(e) die indiensneming, ontslag of bedanking van werknemers aanteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente doen of dienssertifikate voorberei;

(f) die werkure van werknemers tel of aanteken;

(g) kaartjies of etikette stempel of uitskryf;

(h) loon- of tydkaarte, fakture, rekwisisies, afleweringsbriewe, vragbriewe of ander dokumente liasseer, sorteer of andersins versorg;

(i) loon- of tydkaarte voorberei;

(j) lysie opstel van goedere, syfers of nommers;

(k) Swart tale of Asiërtale tolk of vertaal;

(l) syfers optel en aftrek, ook met behulp van 'n masjien;

(m) goedere tel of die massa daarvan bepaal;

(n) verwysingsnommers, lotnommers of inhoud van goedere of houeers aanteken; (7)

(27) **"korttyd"** 'n tydelike vermindering van die getal gewone werkure weens wisselvalligheid van die weer, handelslapse, 'n tekort aan goedere wat vervoer moet word, die onklaarstelling van voertuie, 'n installasie of masjinerie, of die onbruikbaarwording of dreigende onbruikbaarwording van geboue; (54)

(37) **"mobile hoist operator, Grade II"** means an employee who is engaged in operating a power-driven mobile hoist or fork-lift truck with a lifting capacity not exceeding 6 000 kg used in the loading, unloading, moving or stacking of goods or containers, but does not include an internal motor vehicle; (7)

(38) **"monthly wage"** means an employee's weekly wage multiplied by four and a third; (32)

(39) **"motor dealer"** means any person who is engaged in the business of buying, selling, exchanging or repairing motor vehicles which are required to be registered and licensed in terms of a road traffic ordinance, or of building permanent structures onto such motor vehicles; (38)

(40) **"motor vehicle"** means a self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods or containers and includes a truck-tractor, a tractor, a motor cycle or a motor tricycle but does not include a mobile hoist; (39)

(41) **"motor vehicle (articulated)"** means a combination of vehicles consisting of a motor vehicle and a semi-trailer or a trailer; (40)

(42) **"motor vehicle (rigid)"** means a motor vehicle other than a motor vehicle (articulated); (41)

(43) **"new motor vehicle"** means a newly manufactured motor vehicle owned by a motor manufacturer, importer or dealer and driven on a public road for the purpose of the sale and delivery of such vehicle; (44)

(44) **"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; (22)

(45) **"overtime"** means that portion of any period worked by an employee during 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 as defined; (47)

(46) **"packer or loader"** means an employee responsible for packing or loading furniture or other goods into any container or into a vehicle and unloading or unpacking furniture or other goods, and who may supervise the activities of a general worker; (48)

(47) **"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; (8)

(48) **"piece-work"** means any system under which an employee's remuneration is based on the quantity of work done; (52)

(49) **"part-time employee"** means an employee who works as such by the week or the month for not more than five ordinary hours of work per day and 25 ordinary hours of work per week; (14)

(50) **"qualified"**, in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class, and, conversely, **"unqualified"** means that his experience in his class does not entitle him to such highest rate; (20)

(51) **"repair-shop assistant"** means an employee who, under the supervision of an artisan, is engaged in any one or more of the following operations in connection with motor vehicles: Provided that the performance of any of the operations referred to in this definition may not be so interpreted as to allow for the performance of skilled work in connection with such operations:

(a) Applying protective coatings to engines, components, accessories, floor mats, seat covers, boots or side kick-plates;

(28) **"leunwa"** 'n sleepwa wat nie 'n vooras het nie en ontwerp of aangepas is om op 'n voorspanmotor te rus en daardeur getrek te word; (53)

(29) **"ligte motorvoertuig"** 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (31)

(30) **"loon"** die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgewer '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 voorbehoude-beplanning mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie; en het "uurloon", "dagloon" en "maandloon" ooreenstemmende betekenis; (64)

(31) **"los werknemer"** 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (3)

(32) **"maandloon"** 'n werknemer se weekloon gemaal met vier en een derde; (38)

(33) **"magasynman pakhuis"** 'n werknemer wat beheer het oor voorrade inkomende goedere en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis of opbergplek te ontvang, aan te teken, op te berg, te pak of uit te pak of om goedere vanuit 'n magasyn, pakhuis of opbergplek vir versending te lewer; (56)

(34) **"magasynman, werkswinkel"** 'n werknemer wat belas is met die ontvangs, aantekening, opberging, uitpak en uitreik van onderdele en materiaal wat by die herstel en instandhouding van motorvoertuie, sleepwaens, leunwaens, installasies of masjinerie gebruik word; (57)

(35) **"medium motorvoertuig (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (33)

(36) **"medium motorvoertuig (nie-gelede)"** 'n motorvoertuig (niegelede) waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is; (34)

(37) **"militêre diens"** enige diens of opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957); (35)

(38) **"motorhandelaar"** enige persoon wat betrokke is by die besigheid van die koop, verkoop, ruil of herstel van motorvoertuie wat ingevolge 'n padvervoerordonnansie geregistreer en gelisensieer moet word, of van die bou van permanente strukture op sodanige motorvoertuie; (39)

(39) **"motorvoertuig"** 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³ wat gebruik word vir die vervoer van goedere of houe, en omvat dit 'n voorspanmotor, 'n trekker, 'n motorfiets of 'n motordriewiel, maar nie ook 'n mobiele hystoestel nie; (40)

(40) **"motorvoertuig (gelede)"** 'n kombinasie van voertuie bestaan uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (44)

(41) **"motorvoertuig (niegelede)"** 'n motorvoertuig, uitgesonderd 'n motorvoertuig (gelede); (42)

(42) **"nasiener"** 'n werknemer wat onder toesig van 'n klerk toesig hou oor die byeenbring, massameet, stapel, laai, aflaai, merk of adresseer van goedere en wat besonderhede van sodanige goedere nagaan, inskryf of aanteken volgens 'n skriftelike opgawe en wat toesig kan hou oor die verpakking en uitpak van sodanige goedere en die werk van 'n algemene werker; (6)

(b) balancing wheels with any machine intended to balance wheels separately from the vehicle;

(c) checking and, if possible, repairing the following: Choke; bonnet; starter; throttle; heater; ventilation cables or cooling system cables; clocks; flickers; door handles and window handles; doors; doorseals; locks and keys; electrical connections for tightness; generators and alternator belts for correct tension; hose connections for tightness; windscreen wipers and washers;

(d) checking and reporting to an artisan on defects in clocks; flickers; door and window handles; doors; locks and keys; electrical consumer points; front seat adjusters; windscreen wipers and washers;

(e) drilling holes according to patterns;

(f) fitting and setting fan-belts where no measuring equipment or instruments are needed;

(g) fitting loose seat covers where no alterations to them are necessary;

(h) fitting safety belts where there are points of attachment;

(i) removing any part or unit;

(j) repairing leaks in bodies with filler and leaks in engines, differentials or gear-boxes by tightening;

(k) replacing or installing the following without doing the final electrical connections: Alternators; bodies; body moulding; bonnets; brake drums, except where the drum and the hub are a complete unit; light bulbs; bumpers; cables, except electrical connections; cable levers; cable hook-ups; carburettors; cabs; clutch and pressure plates; coil springs; cooling systems, except air-conditioning; cylinder heads, without twisting them; doors; door handles; driving shafts, except frontwheel drive; engine assemblies; engine mountings; engine mud pans; exhaust systems; bottomplanks; floor coverings; fly-wheel covers; removable fuel pipes; fuel pumps, excluding injection pumps; fuel tanks; gear-box assemblies; gear-box mountings; generators; glass; gravel pans; grids; handrail clamps; heaters; lamps; manifolds; mudguards; oil filters or sieves and the cleaning thereof; panels (inside and outside) or loose accessories, except when welded; driving shafts; radiators; radiator plugs; radios and recorders, but not the final wiring thereof; running boards; rear body lights; seats; front and rear leaf springs; striker plates; oil-pan nuts and bolts; shields; tappet covers; water-hoses; window frames; hand window winders;

(l) placing rear-axle housing assemblies in position (without use of hand tools) and tightening them by hand;

(m) setting clocks to the right time; (23)

(52) **"security guard"** means an employee who is engaged in any one or more of the following duties:

(a) Controlling, recording or reporting on the movement of persons or vehicles through check-points or gates;

(b) searching goods or vehicles;

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

(d) supervising or controlling watchmen;

and who may also be required to perform any one or all of the duties prescribed for a watchman; (50)

(53) **"semi-trailer"** means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (28)

(54) **"short-time"** means a temporary reduction in the number of ordinary hours of work owing to vagaries of the weather, a slackness of trade, shortage of goods to be transported, a breakdown of vehicles, plant or machinery or a breakdown or threatened breakdown of buildings; (27)

(43) **"noodwerk"**—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, 'n storm, 'n ongeluk, 'n epidemie, 'n geweld-daad, sabotasie, nywerheidsnors, diefstal of die onklaar-raking van 'n installasie of masjinerie, of die dreigende onbruikbaarwording van geboue, sonder versuim gedoen moet word;

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

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

(i) skepe;

(ii) spoorwaens of voertuie van Transnet;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met Transnet;

(iv) bederfbare produkte van voertuie met die doel om dit op te berg om bederf te voorkom; (14)

(44) **"nuwe motorvoertuie"** 'n nuut vervaardigde motorvoertuie in besit van 'n motorvervaardiger, invoerder of handelaar en wat vir doeleindes van die verkoop en aflewering van sodanige voertuig op 'n openbare pad gedryf word; (43)

(45) **"onderbaas"** 'n werknemer wat onder algemene toesig aan die hoof staan van 'n groep algemene werkers en wat aantekeninge kan hou van die werk wat hulle verrig; (4)

(46) **"ondervinding"** met betrekking tot 'n klerk, klerklike assistent of herstelwinkelassistent, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as klerk, klerklike assistent of herstelwinkelassistent gehad het in enige bedryf of nywerheid of in die diens van 'n plaaslike owerheid of die Staat; (15)

(47) **"oortyd"** die gedeelte van enige tydperk wat 'n werknemer gedurende enige week of op enige dag werk wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar omvat dit nie enige tydperk wat 'n werknemer op 'n Sondag of op 'n betaalde vakansiedag soos omskryf, vir sy werkgewer werk nie; (45)

(48) **"pakker of laaier"** 'n werknemer wat verantwoordelik is vir die inpak of inlaai van meubels of ander goedere in enige houer of in 'n voertuig en die aflaai of uitpak van meubels of ander goedere, en wat toesig kan hou oor die werksaamhede van 'n algemene werker; (46)

(49) **"plaaslike owerheid"** 'n munisipale raad, stadsraad, dorpsbestuursraad, afdelingsraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander wetgewing; (32)

(50) **"sekuriteitswag"** 'n werknemer wat enigeen of meer van die volgende pligte verrig:

(a) Die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of aanteken of daaroor verslag doen;

(b) goedere of voertuie deursoek;

(c) persone deursoek en indien nodig terughou;

(d) oor wagte toesig hou of beheer uitoefen;

en van wie ook vereis kan word om enigeen van of al die pligte voorgeskryf vir 'n wag te verrig; (52)

(51) **"sleepwa"** 'n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit 'n drastel; (60)

(52) **"stukwerk"** 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (48)

(53) **"swaar motorvoertuig (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (25)

(55) **"skilled work"** means work requiring the training and skill of an artisan; (21)

(56) **"storeman, warehouse"** means an employee who is in charge of stocks of incoming goods and who is responsible for receiving, recording, storing, packing or unpacking goods in a store or warehouse or storage place or the delivery of goods from a store, warehouse or storage place for despatch; (33)

(57) **"storeman, workshop"** means an employee who is charged with the receiving, recording, storing, unpacking and issuing of spare parts and materials used in the repair and maintenance of motor vehicles, trailers, semi-trailers, plant or machinery; (34)

(58) **"tare"**, in relation to a motor vehicle, means the mass of such vehicle ready to travel on a road and includes the mass of—

(a) any spare wheel and of all other accessories and equipment supplied by the manufacturer as standard for the particular model of motor vehicle concerned;

(b) anything which is a permanent part of the structure of such vehicle; and

(c) anything affixed to such vehicle so as to form a structural alteration of a permanent nature.

but does not include the mass of—

(i) fuel; or

(ii) anything affixed to such vehicle which is not of the nature referred to in (b) or (c); (55)

(59) **"tractor"** means a motor vehicle designed or adapted to draw other vehicles and not to carry any load; (56)

(60) **"trailer"** means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle and includes a dolly; (51)

(61) **"truck-tractor"** means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a semi-trailer or ballast; (62)

(62) **"ultra heavy motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 25 000 kg; (57)

(63) **"ultra heavy motor vehicle (rigid)"** means a motor vehicle (rigid) the gross vehicle mass of which exceeds 25 000 kg; (58)

(64) **"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 is 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 "hourly wage", "daily wage" and "monthly wage" have corresponding meanings; (30)

(65) **"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 of fixed or movable property;

(b) handling or controlling dogs in the performance of any or all of the duties referred to in (a); (63)

(66) **"week"**, in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls. (64)

(54) **"swaar motorvoertuig (niegelede)"** waarvan die bruto voertuigmassa meer as 9 000 kg maar hoogstens 16 000 kg is; (26)

(55) **"tarra"**, met betrekking tot 'n motorvoertuig, die massa van sodanige voertuig wanneer dit gereed is om op 'n pad te rys en omvat dit die massa van—

(a) enige noodwiel en van alle ander bybehore en uitrusting wat deur al vervaardiger as standaardtoerusting vir die bepaalde model motorvoertuig betrokke, verskaf word;

(b) enigiets wat 'n permanente deel van die struktuur van sodanige voertuig is; en

(c) enigiets wat aan sodanige voertuig aangeheg is sodat dit 'n strukturele verandering van 'n permanente aard uitmaak,

maar nie ook die massa van—

(i) brandstof nie; of

(ii) enigiets wat aan sodanige voertuig aangeheg is en nie van die aard bedoel in (b) of (c) is nie; (58)

(56) **"trekker"** 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om enige vrag te dra nie; (59)

(57) **"ultraswaar motorvoertuig (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 25 000 kg is; (62)

(58) **"ultraswaar motorvoertuig (niegelede)"** 'n motorvoertuig (niegelede) waarvan die bruto voertuigmassa meer as 25 000 kg is; (63)

(59) **"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) (d) aan hom betaalbaar is; (27)

(60) **"versendingsklerk"** 'n werknemer wat verantwoordelik is vir die ontvangs, verpakking of versending van goedere vanuit 'n magazyn, pakhuis of opslagplek en wat toelig kan hou oor die werk van 'n nasiener of 'n algemene werker; (11)

(61) **"voorman"** 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat aan die bestuurder verantwoordelik is daarvoor dat hulle hul pligte doeltreffend verrig; (18)

(62) **"voorspanmotor"** 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om enige ander vrag as dié wat in die vorm van 'n leunwa of ballas daarop rus, te dra nie; (61)

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

(a) Persele, geboue, strukture of vaste of roerende eiendom bewaak, beskerm of patrolleer;

(b) honde hanteer of beheer in die uitvoering van enige van of al die pligte in (a) bedoel; (65)

(64) **"week"**, met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van daardie werknemer gewoonlik val; (66)

(65) **"werkure"** en omvat dit alle tydperke wat 'n drywer van 'n motorvoertuig dryf en alle tyd wat die drywer van 'n motorvoertuig of 'n werknemer van enige ander klas wat hom vergesel, bestee aan ander werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te werk, maar omvat dit nie enige etenspouse by klousule 5 (2) voorgeskryf of enige tydperk ten opsigte waarvan enige onderhoudstoelae ingevolge klousule 3 (5) (a) aan 'n werknemer betaalbaar is nie, indien die werknemer gedurende sodanige pouse of tydperk geen ander werk doen nie as om in beheer te bly van die voertuig en sy vrag, indien daar is of as om die voertuig en sy vrag, indien daar is, op te pas; (28)

(66) **"wet"** ook die gemene reg. (30)

3. REMUNERATION

(1) **Minimum wages:** (a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d) hereunder: Provided that if a new employer, as defined in clause 1 (4), has been engaged in the Trade for 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 such period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

3. BESOLDIGING

(1) **Minimum lone:** (a) Die minimum lone wat 'n werk-gewer aan sy werknemers moet betaal, is soos bepaal in paragrawe (b), (c) en (d) hieronder: Met dien verstande dat indien 'n nuwe werk-gewer, soos in klousule 1 (4) omskryf, langer as 12 maande maar nie langer nie as altesaam 24 maande by die Bedryf betrokke is, sodanige lone met hoogstens 10 persent gedurende sodanige tydperk vermin-der mag word; waarna die minimum lone bepaal in para-grawe (b), (c) en (d), betaalbaar word en betaal moet word.

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

	In the Magisterial Districts of Bellville, Boksburg, Brakpan, Chatsworth, Durban, Goodwood, Inanda, Kempton Park, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Sasolburg, Simon's Town, Somer- set West, Stellenbosch, Strand, The Cape, Uitenhage, Wellington, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, Brits, Bronkhorst- spruit, Camperdown, Cullinan, East London, Heidelberg (Tvl), Hennen- man, Kimberley, Klerksdorp, Middelburg (Tvl), Pietermaritzburg, Potchefstroom, Virginia, Welkom, Wesselsbron and Witbank		In the Magisterial Districts of Albany, Balfour, Bethal, Beth- lehem, Ermelo, George, Gordonia, Harrismith, Highveld Ridge, Klip River, Knysna, Kroonstad, Lichtenburg, Lower Umfolozi, Malmesbury, Moorreesburg, Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Umzinto, Vryburg, White River and Worcester		In the Magisterial Districts of Amersfoort, Barberton, Barkly West, Beaufort West, Belfast, Bothaville, Brandfort, Caledon, Carolina, Ceres, Cradock, Dannhauser, Dundee, Eshowe, Estcourt, Frankfort, Glencoe, Graaff-Reinet, Groblersdal, Heil- bron, Hermanus, King William's Town, Koster, Kuruman, Letaba, Lindley, Lions River, Lower Tugela, Lydenburg, Montagu, Mooi River, Paul Pietersburg, Phalaborwa, Piet Retief, Postmasburg, Reitz, Riversdale, Robertson, Senekal, Soutpansberg, Standerton, Swel- lendam, Theunissen, Tulbagh, Ventersdorp, Viljoenskroon, Volks- rust, Vrede, Vredenburg, Vredefort, Vryheid, Warmbaths, Waterberg, Waterval Boven and Winburg	
	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter
Artisan	R p w 236,40	R p w 260,00	R p w 204,30	R p w 224,70	R p w 186,00	R p w 204,60	R p w 160,60	R p w 176,60
Assistant foreman	218,40	240,20	189,30	208,20	173,10	190,40	148,60	163,40
Chargehand	122,80	135,00	105,20	115,70	95,50	105,00	82,20	90,40
Chauffeur	132,60	145,80	113,60	124,90	103,00	113,30	87,50	96,20
Checker	127,70	140,50	108,70	119,60	99,00	108,90	84,90	93,30
Clerical assistant—								
during the first year of experience	124,60	137,00	107,00	117,70	97,20	106,90	83,10	91,40
during the second year of experience	133,50	146,80	114,50	125,90	103,90	114,20	88,80	97,60
thereafter	141,90	156,00	122,40	134,60	110,50	121,50	94,60	104,00
Clerk—								
during the first year of experience	140,10	154,10	119,30	131,20	108,70	119,50	92,40	101,60
during the second year of experience	169,70	186,60	144,50	158,90	131,70	144,80	111,80	122,90
during the third year of experience	194,40	213,80	167,40	184,10	153,00	168,30	130,60	143,60
thereafter	209,90	230,80	181,50	199,60	165,00	181,50	141,70	155,80
Despatch clerk	209,90	230,80	181,50	199,60	165,00	181,50	141,70	155,80

	In the Magisterial Districts of Bellville, Boksburg, Brakpan, Chatsworth, Durban, Goodwood, Inanda, Kempton Park, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Sasolburg, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage, Wellington, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, Brits, Bronkhorstspuit, Camperdown, Cullinan, East London, Heidelberg (Tvl), Hennenman, Kimberley, Klerksdorp, Middelburg (Tvl), Pietermaritzburg, Potchefstroom, Virginia, Welkom, Wesselsbron and Witbank		In the Magisterial Districts of Albany, Balfour, Bethal, Bethlehem, Ermelo, George, Gordonia, Harrismith, Highveld Ridge, Klip River, Knysna, Kroonstad, Lichtenburg, Lower Umfolozi, Malmesbury, Moorreesburg, Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Umzinto, Vryburg, White River and Worcester		In the Magisterial Districts of Amersfoort, Barberton, Barkly West, Beaufort West, Belfast, Bothaville, Brandfort, Caledon, Carolina, Ceres, Cradock, Dannhauser, Dundee, Eshowe, Estcourt, Frankfort, Glencoe, Graaff-Reinet, Groblersdal, Heilbron, Hermanus, King William's Town, Koster, Kuruman, Letaba, Lindley, Lions River, Lower Tugela, Lydenburg, Montagu, Mooi River, Paul Pietersburg, Phalaborwa, Piet Retief, Postmasburg, Reitz, Riversdale, Robertson, Senekal, Soutpansberg, Standerton, Swellendam, Theunissen, Tulbagh, Ventersdorp, Viljoenskroon, Volksrust, Vrede, Vredenburg, Vredfort, Vryheid, Warmbaths, Waterberg, Waterval Boven and Winburg	
	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter
Driver of—	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w
a light motor vehicle	132,60	145,80	113,60	124,90	103,00	113,30	87,90	96,60
a medium motor vehicle (articulated)	178,20	196,00	159,60	175,50	138,30	152,10	119,30	131,20
a medium motor vehicle (rigid)	169,70	186,60	152,00	167,20	131,70	144,80	113,60	124,90
a heavy motor vehicle (articulated)	200,00	220,00	173,60	190,90	158,70	174,50	135,00	148,50
a heavy motor vehicle (rigid)	190,50	209,50	165,30	181,80	151,10	166,20	128,60	141,50
an extra heavy motor vehicle (articulated)	213,60	234,90	185,20	203,70	169,20	186,10	143,40	157,70
an extra motor vehicle (rigid)	203,40	223,70	176,40	194,00	161,10	177,20	36,60	150,20
an ultra heavy motor vehicle (articulated)	225,80	248,30	195,60	215,10	178,60	196,40	151,50	166,60
an ultra heavy motor vehicle (rigid)	215,00	236,50	186,30	204,90	170,10	187,10	144,30	158,70
Driver of a internal motor vehicle	169,70	186,60	146,30	160,90	131,70	144,80	113,60	124,90
Driver of a new motor vehicle the tare of which—								
does not exceed 3 500 kg	132,60	145,80	113,60	124,90	103,00	113,30	87,90	96,60
exceeds 3 500 kg	169,70	186,60	152,00	167,20	131,70	144,80	113,60	124,90
Foreman	244,50	268,90	211,50	232,60	192,90	212,10	164,80	181,20
Front-end loader operator	190,50	209,50	165,30	181,80	150,90	165,90	128,80	141,60
Gantry crane operator	169,70	186,60	145,40	159,90	131,70	144,80	112,70	123,90
General worker	110,50**	121,50**	94,60**	104,00**	85,70**	94,20**	73,40**	80,70**
Handyman	152,50	167,70	130,80	143,80	118,40	130,20	102,10	112,30

	In the Magisterial Districts of Bellville, Boksburg, Brakpan, Chatsworth, Durban, Goodwood, Inanda, Kempton Park, Kuils River, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Sasolburg, Simon's Town, Somer- set West, Stellenbosch, Strand, The Cape, Uitenhage, Wellington, Wonderboom and Wynberg		In the Magisterial Districts of Bloemfontein, Brits, Bronkhorst- spruit, Camperdown, Cullinan, East London, Heidelberg (Tvl), Hennen- man, Kimberley, Klerksdorp, Middelburg (Tvl), Pietermaritzburg, Potchefstroom, Virginia, Welkom, Wesselsbron and Witbank		In the Magisterial Districts of Albany, Balfour, Bethal, Beth- lehem, Ermelo, George, Gordonia, Harrismith, Highveld Ridge, Klip- River, Knysna, Kroonstad, Lichtenburg, Lower Umfolozi, Malmesbury, Moorreesburg, Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Umzinto, Vryburg, White River and Worcester		In the Magisterial Districts of Amersfoort, Barberton, Barkly West, Beaufort West, Belfast, Bothaville, Brandfort, Caledon, Carolina, Ceres, Cradock, Dannhauser, Dundee, Eshowe, Estcourt, Frankfort, Glencoe, Graaff-Reinet, Groblersdal, Heil- bron, Hermanus, King William's Town, Koster, Kuruman, Letaba, Lindley, Lions River, Lower Tugela, Lydenburg, Montagu, Mooi River, Paul Pietersburg, Phalaborwa*, Piet Retief, Postmasburg, Reitz, Riversdale, Robertson, Senekal, Soutpansberg, Standerton, Swel- lendham, Theunissen, Tulbagh, Ventersdorp, Viljoenskroon, Volks- rust, Vrede, Vredenburg, Vredefort, Vryheid, Warmbaths, Waterberg, Waterval Boven and Winburg	
	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter	During the first 12 months after this determination became operative	Thereafter
Mobile hoist operator—	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w
Grade I	157,30	173,00	134,80	148,20	122,00	134,20	103,90	114,20
Grade II	128,60	141,40	110,90	121,90	100,30	110,30	84,90	93,30
Packer of loader	127,70	140,50	108,70	119,60	99,00	108,90	84,90	93,30
Repair-shop assistant—								
during the first year of experience	135,20	148,70	116,70	128,30	104,70	115,10	90,60	99,60
during the second year of experience	152,50	167,70	130,80	143,80	118,40	130,20	102,10	112,30
thereafter	169,70	186,60	145,40	159,90	131,70	144,80	112,70	123,90
Security guard	144,10	158,50	123,40	135,70	111,80	122,90	95,80	105,30
Storeman, warehouse	209,90	230,80	181,50	199,60	165,00	181,50	141,70	155,80
Storeman, workshop	169,70	186,60	144,50	158,90	131,70	144,80	119,80	122,90
Watchman	122,80	135,00	105,20	115,70	95,50	105,00	82,20	90,40
Employee not specifically mentioned elsewhere in this subclause	122,80	135,00	105,20	115,70	95,50	105,00	82,20	90,40

* In so far as this Determination applies to the Magisterial District on the strength of clause 1 (2).

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

(b) *Werknemers, uitgesonderd deelydse werknemers en los werknemers:*

	In die landdrosdistrikte Bellville, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Goodwood, Inanda, Kempton Park, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Sasolburg, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Brits, Bronkhorstspuit, Camperdown, Cullinan, Heidelberg (Tvl.), Hennenman, Kimberley, Klerksdorp, Middelburg (Tvl.), Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom, Wesselsbron en Witbank		In die landdrosdistrikte Albany, Balfour, Bethal, Bethlehem, Ermelo, George, Gordonia, Harri-smith, Hoëveldrif, Kliprivier, Knysna, Kroonstad, Lichtenburg, Lower Umfolozi, Malmesbury, Moorreesburg, Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Umzinto, Vryburg, Witrivier en Worcester		In die landdrosdistrikte Amersfoort, Barberton, Barkly-Wes, Beaufort-Wes, Belfast, Bothaville, Brandfort, Caledon, Carolina, Ceres, Cradock, Dannhauser, Dundee, Eshowe, Estcourt, Frankfort, Glencoe, Graaff-Reinet, Groblersdal, Heilbron, Hermanus, King William's Town, Koster, Kuruman, Letaba, Lindley, Lions River, Lower Tugela, Lydenburg, Montagu, Moirivier, Paulpietersburg, Phalaborwa*, Piet Retief, Postmasburg, Reitz, Riversdal, Robertson, Senekal, Soutpansberg, Standerton, Swellendam, Theunissen, Tulbagh, Ventersdorp, Viljoenskroon, Volksrust, Vrede, Vredenburg, Vrededorp, Vryheid, Warmbad, Waterberg, Waterval Boven en Winburg	
	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna
	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w
Algemene werker.....	110,50**	121,50**	94,60**	104,00**	85,70**	94,20**	73,40**	80,70**
Ambagsman	236,40	260,00	204,30	224,70	186,00	204,60	160,60	176,60
Assistentvoorman	218,40	240,20	189,30	208,20	173,10	190,40	148,60	163,40
Bediener van 'n bakkraan	169,70	186,60	145,40	159,90	131,70	144,80	112,70	123,90
Bediener van 'n laaigraaf	190,50	209,50	165,30	181,80	150,90	165,90	128,80	141,60
Bediener van 'n mobiele hystoestel —								
Graad I	157,30	173,00	134,80	148,20	122,00	134,20	103,90	114,20
Graad II	128,60	141,40	110,90	121,90	100,30	110,30	84,90	93,30
Chauffeur	132,60	145,80	113,60	124,90	103,00	113,30	87,50	96,20
Drywer van 'n —								
ligte motorvoertuig	132,60	145,80	113,60	124,90	103,00	113,30	87,90	96,60
medium motorvoertuig (gelede)	178,20	196,00	159,60	175,50	138,30	152,10	119,30	131,20
medium motorvoertuig (niegelede)	169,70	186,60	152,00	167,20	131,70	144,80	113,60	124,90
swaar motorvoertuig (gelede)	200,00	220,00	173,60	190,90	158,70	174,50	135,00	148,50
swaar motorvoertuig (niegelede)	190,50	209,50	165,30	181,80	151,10	166,20	128,60	141,50
ekstra swaar motorvoertuig (gelede)	213,60	234,90	185,20	203,70	169,20	186,10	143,40	157,70
ekstra swaar motorvoertuig (niegelede)	203,40	223,70	176,40	194,00	161,10	177,20	136,60	150,20
ultraswaar motorvoertuig (gelede)	225,80	248,30	195,60	215,10	178,60	196,40	151,50	166,60
ultraswaar motorvoertuig (niegelede)	215,00	236,50	186,30	204,90	170,10	187,10	144,30	158,70
Drywer van 'n interne motorvoertuig	169,70	186,60	146,30	160,90	131,70	144,80	113,60	124,90

	In die landdrosdistrikte Bellville, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Goodwood, Inanda, Kempton Park, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Sasolburg, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington, Wonderboom en Wynberg		In die landdrosdistrikte Bloemfontein, Brits, Bronkhorstspuit, Camperdown, Cullinan, Heidelberg (Tvl.), Hennenman, Kimberley, Klerksdorp, Middelburg (Tvl.), Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom, Wesselsbron en Witbank		In die landdrosdistrikte Albany, Balfour, Bethal, Bethlehem, Ermelo, George, Gordonia, Harri-smith, Hoëveldrif, Kliprivier, Knysna, Kroonstad, Lichtenburg, Lower Umfolozi, Malmesbury, Moorreesburg, Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Umzinto, Vryburg, Witrivier en Worcester		In die landdrosdistrikte Amersfoort, Barberton, Barkly-Wes, Beaufort-Wes, Belfast, Bothaville, Brandfort, Caledon, Carolina, Ceres, Cradock, Dannhauser, Dundee, Eshowe, Estcourt, Frankfort, Glencoe, Graaff-Reinet, Groblersdal, Heilbron, Hermanus, King William's Town, Koster, Kuruman, Letaba, Lindley, Lions River, Lower Tugela, Lydenburg, Montagu, Mooirivier, Paulpietersburg, Phalaborwa*, Piet Retief, Postmasburg, Reitz, Riversdal, Robertson, Senekal, Soutpansberg, Standerton, Swellendam, Theunissen, Tulbagh, Ventersdorp, Viljoenskroon, Volksrust, Vrede, Vredenburg, Vredefort, Vryheid, Warmbad, Waterberg, Waterval Boven en Winburg	
	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna
Drywer van 'n nuwe motorvoertuig waarvan die tarra—	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w
hoogstens 3 500 kg is.....	132,60	145,80	113,60	124,90	103,00	113,30	87,90	96,60
meer as 3 500 kg is.....	169,70	186,60	152,00	167,20	131,70	144,80	113,60	124,90
Faktotum	152,50	167,70	130,80	143,80	118,40	130,20	102,10	112,30
Herstelwinkelassistent—								
gedurende die eerste jaar ondervinding	135,20	148,70	116,70	128,30	104,70	115,10	90,60	99,60
gedurende die tweede jaar ondervinding	152,50	167,70	130,80	143,80	118,40	130,20	102,10	112,30
daarna.....	169,70	186,60	145,40	159,90	131,70	144,80	112,70	123,90
Klerk—								
gedurende die eerste jaar ondervinding	140,10	154,10	119,30	131,20	108,70	119,50	92,40	101,60
gedurende die tweede jaar ondervinding	169,70	186,60	144,50	158,90	131,70	144,80	111,80	122,90
gedurende die derde jaar ondervinding	194,40	213,80	167,40	184,10	153,00	168,30	130,60	143,60
daarna.....	209,90	230,80	181,50	199,60	165,00	181,50	141,70	155,80

	In die landdrostrikte Bellville, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Goodwood, Inanda, Kempton Park, Kuilsrivier, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Sasolburg, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington, Wonderboom en Wynberg		In die landdrostrikte Bloemfontein, Brits, Bronkhorstspuit, Camperdown, Cullinan, Heidelberg (Tvl.), Hennenman, Kimberley, Klerksdorp, Middelburg (Tvl.), Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom, Wesselsbron en Witbank		In die landdrostrikte Albany, Balfour, Bethal, Bethlehem, Ermelo, George, Gordonia, Harri-smith, Hoëveldrif, Kliprivier, Knysna, Kroonstad, Lichtenburg, Lower Umfolozi, Malmesbury, Moorreesburg, Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Parys, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Umzinto, Vryburg, Witrivier en Worcester		In die landdrostrikte Amersfoort, Barberton, Barkly-Wes, Beaufort-Wes, Belfast, Bothaville, Brandfort, Caledon, Carolina, Ceres, Cradock, Dannhauser, Dundee, Eshowe, Estcourt, Frankfort, Glencoe, Graaff-Reinet, Groblersdal, Heilbron, Hermanus, King William's Town, Koster, Kuruman, Letaba, Lindley, Lions River, Lower Tugela, Lydenburg, Montagu, Mooirivier, Paulpietersburg, Phalaborwa*, Piet Retief, Postmasburg, Reitz, Riversdal, Robertson, Senekal, Soutpansberg, Standerton, Swellendam, Theunissen, Tulbagh, Ventersdorp, Viljoenskroon, Volksrust, Vrede, Vredenburg, Vredefort, Vryheid, Warmbad, Waterberg, Waterval Boven en Winburg	
	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna
	R p w	R p w	R p w	R p w	R p w	R p w	R p w	R p w
Klerklike assistent—								
gedurende die eerste jaar ondervinding	124,60	137,00	107,00	117,70	97,20	106,90	83,10	91,40
gedurende die tweede jaar ondervinding	133,50	146,80	114,50	125,90	103,90	114,20	88,80	97,60
daarna	141,90	156,00	122,40	134,60	110,50	121,50	94,60	104,00
Magasynman, pakhuys	209,90	230,80	181,50	199,60	165,00	181,50	141,70	155,80
Magasynman, werkswinkel	169,70	186,60	144,50	158,90	131,70	144,80	119,80	122,90
Nasiener	127,70	140,50	108,70	119,60	99,00	108,90	84,90	93,30
Onderbaas	122,80	135,00	105,20	115,70	95,50	105,00	82,20	90,40
Pakker of laaier	127,70	140,50	108,70	119,60	99,00	108,90	84,90	93,30
Sekuriteitswag	144,10	158,50	123,40	135,70	111,80	122,90	95,80	105,30
Versendingsklerk	209,90	230,80	181,50	199,60	165,00	181,50	141,70	155,80
Voorman	244,50	268,90	211,50	232,60	192,90	212,10	164,80	181,20
Wag	122,80	135,00	105,20	115,70	95,50	105,00	82,20	90,40
Werknemer nie elders in hierdie subklousule uitdruklik vermeld nie	122,80	135,00	106,20	115,70	95,50	105,00	82,20	90,40

* Vir sover hierdie Vasstelling uit hoofde van klousule 1 (2) op die landdrostrik van toepassing is.

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

(c) **Part-time employees:** Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than 66 ⅔ percent of the wage prescribed for an employee in the same area for the same class of work and with the same experience, having due regard to the definition of "experience".

(d) **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 (27), for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do, plus 15 percent, 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 the casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, he shall be deemed to have worked for four hours.

(2) **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, save as provided in clause 4 (6), he shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with the definition of "wage" in clause 2 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

(3) **Differential wage:** Subject to the proviso to subclause (1) (a), an employer who requires or permits a member of one class of his employees to perform for longer than one hour on any day, either in addition to his own work or in substitution therefor, work of another class for which—

(a) 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; or

(b) a rising scale of wages terminating in a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

Provided that—

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

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

(c) **Deeltydse werknemers:** Behoudens die voorbehoudsbepaling van paragraaf (a), moet 'n deeltydse werknemer minstens 66 ⅔ persent van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, vir dieselfde klas werk en met dieselfde ondervinding betaal word, met behoorlike inagneming van die woordskrywing van "ondervinding".

(d) **Los werknemers:** Behoudens die voorbehoudsbepaling van paragraaf (a), moet 'n werkgewer 'n los werknemer ten opsigte van elke uur of gedeelte van 'n uur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon betaal wat by paragraaf (b), gelees met klousule 2 (59), voorgeskryf word vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 15 persent, of hom minstens die uurloon or uurlikse ekwivalent van die loon betaal wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "die gewone werknemer" die werknemer 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 die los werknemer vereis—

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op enige dag te werk, hy geag word vier uur lank te gewerk het.

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

(3) **Differensiële loon:** Behoudens die voorbehoudsbepaling van subklousule (1) (a), moet 'n werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur op enige dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor—

(a) 'n hoër loon as dié van sy eie klas by subklousule (1) voorgeskryf word, aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon bereken teen die hoër tarief, betaal;

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas, by subklousule (1) voorgeskryf word; aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon betaal, bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het.

Met dien verstande dat—

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

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie vasstelling so uitgelê mag word nie dat dit 'n werkgewer belet om van sy werknemer 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 werknemer voorgeskryf word.

(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) **Subsistence allowance:** (a) An employer shall, in addition to any other remuneration due, pay his employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period extending over one or more nights, a subsistence allowance of not less than—

(i) in the case of a driver—

(aa) R5 for each night of such absence: Provided that where the employer provides a bed this allowance may be reduced by not more than R1 per night; and

(ab) R4,50 per meal-time, not exceeding three per day, occurring during such absence;

(ii) in the case of a general worker, a packer or loader or a chargehand—

(aa) R2,50 for each night of such absence; and

(ab) R4,50 per meal-time, not exceeding three per day, occurring during such absence.

(b) An employer shall pay all allowances due to an employee in terms of paragraph (a) within seven days of the completion of any trip.

(c) For the purposes of this subclause the expression "night" means the period between 23:00 and 04:00.

4. PAYMENT OF REMUNERATION

(1) **Employees, other than casual employees:** Save as provided in clauses 3 (5) and 6 (5) and (6), 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 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—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll 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 during that period;
- (e) the number of overtime hours worked by the employee during that period;
- (f) the number of hours worked by the employee on a paid holiday or on a Sunday;
- (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 on which these particulars are recorded or such statement shall become the property of the employee: Provided that if an employee is absent on the usual pay-day of the establishment, he shall be paid within 24 hour of his return to the establishment: Provided further 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;

(4) **Loonberekening:** Die uurloon, dagloon en maandloon van 'n werknemer moet bereken word soos aangedui in die omskrywings van hierdie uitdrukkings in klousule 2.

(5) **Onderhoudstoelae:** (a) 'n Werkgewer moet benewens enige ander besoldiging verskuldig, sy werknemer wat, op enige reis onderneem in die uitvoering van sy pligte van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is vir enige tydperk wat oor een of meer nagte strek, 'n onderhoudstoelae betaal van minstens—

(i) in die geval van 'n drywer—

(aa) R5 vir elke nag van sodanige afwesigheid; Met dien verstande dat waar die werkgewer 'n bed verskaf, hierdie toelae met hoogstens R1 per nag verminder mag word; en

(ab) R4,50 per maaltyd, wat gedurende sodanige afwesigheid nie drie per dag oorskry nie.

(ii) in die geval van 'n algemene werker, 'n pakker of laaier of 'n onderbaas—

(aa) R2,50 vir elke nag van sodanige afwesigheid; en

(ab) R4,50 per maaltyd, wat gedurende sodanige afwesigheid nie drie per dag oorskry nie.

(b) 'n Werkgewer moet alle toelae wat ingevolge para-graaf (a) aan 'n werknemer verskuldig is, binne sewe dae na afloop van enige reis betaal.

(c) By die toepassing van hierdie subklousule beteken die uitdrukking "nag" die tydperk tussen 23:00 en 04:00.

4. BETALING VAN BESOLDIGING

(1) **Werknemers, uitgesonderd los werknemers:** Behoudens klousules 3 (5) en 6 (5) en (6), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweeweekliks of maandeliks in kontant of, met die toestemming van die werknemer, per tjek betaal word gedurende sy gewone werkure, of binne 15 minute daarna, op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging, indien dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende gemeld word:

- (a) Die werkgewer se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tydperk oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n betaalde vaksiedag of op 'n Sondag gewerk het;
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (i) besonderhede van enige bedrae 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 indien 'n werknemer op die gewone betaaldag van die bedryfsinrigting afwesig is, hy binne 24 uur na sy terugkeer na die bedryfsinrigting betaal moet word: Met dien verstande voorts 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) at the employee's written request 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;

(iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee referred to in clause 5 (7) (a) (i);

(iv) the information relating to paragraphs (d) and (e) need not be furnished in respect of an employee referred to in clause 5 (7) (a) (ii).

(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 of 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 person or at any place nominated by him.

(6) **Deductions:** An employer shall not levy any fines against his employee nor 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;

(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 following amounts:

	Per week	Per month
	R	R
(i) Accommodation	1,50	6,50
(ii) Meals and/or rations	3,00	13,00
(iii) Accommodation and 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 thus reduced;

(ii) no deduction shall be made in the case of short-time arising from slackness of trade or shortage of goods to be transported unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

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

(iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie ten opsigte van 'n werknemer bedoel in klousule 5 (7) (a) (i) verstrek hoef te word nie;

(iv) die inligting met betrekking tot paragrawe (d) en (e) nie ten opsigte van 'n werknemer bedoel in klousule 5 (7) (a) (ii), verstrek hoef te word nie.

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

(3) **Premies:** Behoudens enige ander wet, mag geen betaling deur of ten behoeve van 'n werknemer deur 'n werkgever, hetsy regstreeks of onregstreeks, aangeneem word ten opsigte van die indiensneming of opleiding van daardie werknemer nie.

(4) **Koop van goedere:** 'n Werkgever 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 werkgever nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom, of van enigiemand of op enige plek deur hom aangewys, aan te neem nie.

(6) **Aftrekkings:** 'n Werkgever mag nie sy werknemer enige boetes ople nie of enige bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siekte-, mediese-, versekerings-, spaar-, voorsorg- of pensioenfonds of ten opsigte van ledesgeld aan 'n vakvereniging;

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

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

(d) wanneer regtens van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene van sy werkgever aan te neem, 'n bedrag van hoogstens die volgende:

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

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

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

(ii) geen bedrag in die geval van korttyd na aanleiding van 'n handelslapse of 'n tekort aan goedere wat vervoer moet word, afgetrek mag word nie tensy die werkgever sy werknemer op die vorige werkdag kennis gee van sy voorname om die gewone werkure te verminder;

(iii) no deduction shall be made in the case of short-time owing to vagaries of the weather or a breakdown of vehicles, 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) above;

(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;

(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 security guard or a watchman he may, in the case of subparagraph (i), work not more than 12 ordinary hours and, in the case of subparagraph (ii), not more than 10 ordinary hours on any day;

(b) a *security guard or 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;

(c) 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;

(iii) geen bedrag ten opsigte van die eerste uur waarin daar nie gewerk word nie, afgetrek mag word nie in die geval van korttyd weens wisselvalligheid van die weer of die onklaaraking van voertuie, 'n installasie of masjinerie, of die onbruikbaarwording of dreigende onbruikbaarwording van geboue tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat die werkgewer 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 werknemer 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 werknemer woon, indien sodanige woning of hostel deur bemiddeling van sodanige organisasie of liggaam voorsien is geheel of gedeeltelik uit fondse vir daardie doel voorgeskiet deur die Staat of 'n liggaam bedoel in subparagraaf (i) hierbo;

(g) met die skriftelike toestemming van 'n werknemer, 'n bedrag ter terugbetaling van enige bedrag wat die werkgewer aan hom geleen 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 werknemer verskuldig is: Met dien verstande voorts dat geen sodanige bedrag afgetrek mag word nie ten opsigte van enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder word.

5. GEWONE WERKURE, OORTYD EN BETALING VIR OORTYD

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

(a) 'n *los werknemer* in 'n bedryfsinrigting waarin die werknemers gewoonlik op—

(i) hoogstens vyf dae in 'n week werk, nege en 'n kwart op 'n dag;

(ii) meer as vyf dae in 'n week werk, agt en 'n half op 'n dag;

Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitswag of 'n wag verrig, hy in die geval van subparagraaf (i) hoogstens 12 gewone werkure en in die geval van subparagraaf (ii) hoogstens 10 gewone werkure op enige dag kan werk;

(b) 'n *sekuriteitswag of 'n wag*—

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

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

(aa) hoogstens vyf dae in 'n week werk, 12 op 'n dag;

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

(c) 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 gewoonlik op—

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

(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 the period of five hours may be extended to not more than six hours for the purpose of loading or unloading a vehicle: Provided further 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 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.

(3) **Rest intervals:** An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each first work period and second work period of the day, and during such intervals such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) **Hours of work to be consecutive:** Save as provided in subclauses (2) and (3), all hours of work of an employee on any day shall be consecutive.

(5) **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: Provided that the overtime—

(a) together with the number of ordinary hours of work, shall not exceed 14 hours on any day;

(b) shall not exceed 12 hours in any week in the case of a security guard or a watchman;

(c) shall not exceed 15 hours in any week in the case of any other employee: Provided further that this shall not apply where an employee is performing work in connection with the cartage of goods or containers over a distance exceeding 480 km in one direction from the point of departure to the destination.

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

(2) **Etenspouses:** 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om onafgebroke 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 oortyd uit nie: Met dien verstande dat die tydperk van vyf uur tot hoogstens ses uur verleng kan word vir die doel van die laai of aflaai van 'n voertuig: Met dien verstande voorts dat—

(a) sodanige pouse by skriftelike onderlinge ooreenkoms tussen 'n werkgewer en sy werknemer tot minstens 'n halfuur verkort kan word;

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

(c) indien sodanige pouse langer as een uur duur, enige tydperk langer as een en 'n kwart uur 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 op enige dag vanweë oortydwerk van 'n werkgewer vereis word om 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort kan word.

(3) **Ruspouses:** 'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na doenlik aan die middel van elke eerste werktydperk en tweede werktydperk van die dag, 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 word geag deel van die gewone werkure van sodanige werknemer uit te maak.

(4) **Werkure moet agtereenvolgend wees:** Behoudens subklousules (2) en (3), moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.

(5) **Beperking van oortyd:** 'n Werkgewer 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: Met dien verstande dat die oortyd—

(a) tesame met die getal gewone werkure hoogstens 14 uur op enige dag is;

(b) hoogstens 12 uur in enige week in die geval van 'n sekuriteitswag of 'n wag is;

(c) hoogstens 15 uur in enige week in die geval van enige ander werknemer is: Met dien verstande voorts dat dit nie van toepassing is nie waar 'n werknemer werk verrig in verband met die karwei van goedere of houters oor 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt tot by die bestemming.

(6) **Payment for overtime:** An employer shall pay an employee who works overtime at a rate of not less than one and a third times his hourly wage in respect of the total period so worked by such employee—

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

(b) in any week, fortnight or month, in the case of any other employee, depending on whether his wage is paid weekly, fortnightly or monthly, respectively.

(7) **Savings:** (a) This clause shall not apply to—

(i) an employee who is in receipt of a regular annual wage of not less than the remuneration stipulated in a current exemption published in terms of section 34 (1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983), for the area in which he is employed; or

(ii) an employee who is employed as a driver of a new motor vehicle.

(b) Subclauses (2), (3), (4) and (5) shall not apply to an employee while he is engaged on emergency work.

(c) Subclauses (2) and (3) shall not apply to a security guard or a watchman: Provided that if a meal interval is granted to such an employee the time taken up by such interval shall be deemed to be time during which he worked.

(d) Subclause (3) shall not apply to a driver or an employee who accompanies or assists such driver on the vehicle while such vehicle is not at the employer's establishment.

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 security guard or 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 work-days;

(ab) more than five days in a week, 24 consecutive work-days;

(ii) *do not exceed 48 in a week* and who normally works on—

(aa) not more than five days in a week, 15 consecutive work-days;

(ab) more than five days in a week, 18 consecutive work-days;

(b) *any other class of employee* who normally works on—

(i) not more than five days in a week, 15 consecutive work-days;

(ii) more than five days in a week, 18 consecutive work-days.

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

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

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

(6) **Betaling vir oortyd:** 'n Werkgewer moet 'n werknemer wat oortyd werk, teen minstens een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydperk deur sodanige werknemer aldus gewerk—

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

(b) in enige week, twee weke of maand, in die geval van enige ander werknemer, afhangende daarvan of sy loon onderskeidelik weekliks, tweeweekliks of maandeliks betaal word.

(7) **Voorbehoudsbepalings:** (a) Hierdie klousule is nie van toepassing nie op—

(i) 'n Werknemer wat 'n gereelde jaarlikse loon ontvang van minstens die besoldiging wat vir die gebied waarin hy werksaam is, bepaal is in 'n bestaande vrystelling gepubliseer kragtens artikel 34 (1) van die Wet op Basiese Diensvoorwaardes, 1983 (Wet No. 3 van 1983) of

(ii) 'n werknemer wat as 'n drywer van 'n nuwe motorvoertuig in diens is.

(b) Subklousules (2), (3), (4) en (5) is nie op 'n werknemer terwyl hy noodwerk verrig, van toepassing nie.

(c) Subklousules (2) en (3) is nie op 'n sekuriteitswag of 'n wag van toepassing nie: Met dien verstande dat indien 'n etenspouse aan so 'n werknemer toegestaan word, die tyd deur sodanige pouse in beslag geneem, geag word tyd te wees wat hy gewerk het.

(d) Subklousule (3) is nie van toepassing nie op 'n drywer of op 'n werknemer wat sodanige drywer vergesel of hom bystaan op die voertuig terwyl sodanige voertuig nie by die bedryfsinrigting van die werkgewer is nie.

6. JAARLIKSE VERLOF

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

(a) *'n Sekuriteitswag of 'n wag* wie se gewone werkure—

(i) *48 in 'n week te bowe gaan* en wat gewoonlik op—

(aa) hoogstens vyf dae in 'n week werk, 20 agtereenvolgende werkdade;

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

(ii) *nie 48 in 'n week te bowe gaan* nie en wat gewoonlik op—

(aa) hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werkdade;

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

(b) *enige ander klas werknemer* wat gewoonlik op—

(i) hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werkdade;

(ii) meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdade.

(2) Die werkgewer moet sy werknemer ten opsigte van die verlof by subklousule (1) voorgeskryf, soos volg betaal: In die geval van 'n werknemer bedoel in—

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

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

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

(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 and taken earlier, it shall, save as provided in 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 his 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 the leave from a date 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;

(d) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which such leave relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount of not less than that which the employee would have been entitled to at the date on which the leave would normally have accrued: Provided further that if such employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of his employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at the termination of his employment in terms of subclause (6), had the leave not been granted to him.

(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 work-day 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 shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

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

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

(a) indien sodanige verlof nie eerder toegestaan en geneem is nie, dit, behoudens subklousule (4), so toegestaan en geneem moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, indien die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan en die werknemer die verlof moet neem vanaf 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die verloftydperk nie mag saamval nie met 'n tydperk—

(i) van siekteverlof ingevolge klousule 7 (1) of met afwesigheid van die werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(ii) waartydens die werknemer kennis van diensbeëindiging ingevolge klousule 12 uitdien; of

(iii) waartydens die werknemer militêre diens verrig;

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

(d) wanneer 'n werkgever van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop sodanige verlof betrekking het, die werkgever aan sodanige werknemer die volle verloftydperk ooploopbaar vir 12 maande diens, moet toestaan en, met behoorlike inagneming van die toevalling van enige verhogings ingevolge klousule 3, aan sodanige werknemer ten opsigte van sodanige verlof 'n bedrag moet betaal van minstens dié waarop die werknemer geregtig sou gewees het op die datum waarop die verlof normaalweg sou toeval: Met dien verstande voorts dat, indien sodanige werknemer se diens eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgever die verskil tussen die bedrag aan die werknemer ingevolge hiervan betaal en dié bedrag waarop hy ingevolge subklousule (6) by diensbeëindiging geregtig sou gewees het indien die verlof nie aan hom toegestaan was nie, kan aftrek van enige besoldiging wat aan die werknemer by diensbeëindiging verskuldig is.

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

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

(ii) die werkgever die datum van ontvangs van die versoek daarop aanbring en dit onderteken en die versoek tot minstens na die verstryking 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 betaal word uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, uiterlik op die eerste betaaldag na die verstryking van die verlof.

(6) 'n Werknemer wie se diens gedurende 'n dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van daardie termyn opgeloop het, moet by sodanige diensbeëindiging en benewens enige ander besoldiging wat aan hom verskuldig is, ten opsigte van elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

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

(b) in the case of an employee referred to in subclause (1) (a) (ii) or (1) (b) (i) or (ii), one fourth, of the weekly wage he was receiving immediately before the date of such termination: Provided that—

(i) an employer may make a proportionate deduction in respect of any period of 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 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 the employer upon termination or prior to termination of service in lieu of 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 subclauses (3) (c) and (4), and whose employment terminates before such leave has been granted and been taken, shall and with due regard to subclause (8), 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.

(8) For the purposes of this clause—

(a) the weekly wage at any date of an employee who is engaged on piece-work shall be 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 (1) or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);

(ac) at the instance of his employer;

(ad) with the consent or condonation of his employer;

(ae) for any other reason that is not in breach of the contract of employment; and

(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 period of 12 months' employment, more than four months of such service,

and employment shall be deemed to commence—

(aa) in the case of 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;

(ab) in the case of 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 yet become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(b) in die geval van 'n werknemer in subklousule (1) (a) (ii) of (1) (b) (i) of (ii) bedoel, een vierde,

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van enige tydperk van verlof aan 'n werknemer toegestaan kragtens voorbehoudsbepaling (c) van subklousule (3);

(ii) 'n werknemer wat sy diens verlaat sonder om die tydperk kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, daarop geregtig is om betaling ingevolge hierdie subklousule te eis slegs ten opsigte van die opgeloopte verlofgeld bo die bedrag wat hy in plaas van kennisgewing aan sy werkgever moet betaal, tensy—

(aa) die werkgever van sodanige kennisgewing afsien of die werknemer die werkgever by diensbeëindiging of voor diensbeëindiging betaal in plaas daarvan om kennis te gee; of

(ab) die werknemer by versuim om sodanige kennis te gee en uit te dien, binne sy wetlike regte handel.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules (3) (c) en (4), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet, met behoorlike inagneming van subklousule (8), 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 was.

(8) By die toepassing van hierdie klousule—

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

(b) word die uitdrukkings "diens" en "dienstermyn" geag die volgende te omvat:

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

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

(aa) met verlof ingevolge hierdie klousule;

(ab) met siekteverlof ingevolge klousule 7 (1) of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);

(ac) op las of versoek van sy werkgever;

(ad) met die toestemming of kondonering van sy werkgever;

(ae) om enige ander rede wat nie 'n verbreking van die dienskontrak is nie; en

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

en word diens geag te begin—

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

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

(ac) in the case of 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) 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 work-day for an employee and such paid holiday falls within the closed or suspension period referred to in paragraph (a), another work-day 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 (6), 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 such suspension of the activity.

7. SICK LEAVE

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

(a) in the case of an employee who normally works on not more than five days in a week, not less than 30 work-days, and

(b) in the case of any other employee, not less than 36 work-days,

sick leave 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 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works on not more than five days in a week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) if in the first cycle of 36 consecutive months of employment an employee is absent owing to incapacity for longer than the number of days of paid sick leave to which he is entitled 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: Provided further that 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 that has already been made and the employee's wage for the full period of his incapacity, up to a maximum of 30 work-days or 36 work-days, as the case may be, and such compensation shall be effected at a rate of not less than the employee's wage at the commencement of his incapacity: Provided further that where the employee's contract of employment terminates before the expiry of such first

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

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

(b) Wanneer 'n betaalde vakansiedag op 'n dag val wat andersins vir 'n werknemer 'n werkdag sou wees en sodanige betaalde vakansiedag binne die geslote of stakingstydperk bedoel in paragraaf (a) val, moet 'n ander werkdag by genoemde geslote of stakingstydperk gevoeg word as 'n verdere verloftydperk en moet die werknemer 'n bedrag van minstens sy dagloon betaal word ten opsigte van elke sodanige dag wat bygevoeg word.

(c) 'n Werknemer wat op die datum waarop 'n bedryfsinrigting of 'n bedrywigheid waarin hy werksaam is, gesluit of gestaak word, nie op die volle tydperk van jaarlikse verlof voorgeskryf by subklousule (1) geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgever betaal word op die grondslag in subklousule (6) uiteengesit, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die bedryfsinrigting aldus gesluit of die bedrywigheid aldus gestaak word.

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat gewoonlik op hoogstens vyf dae in 'n week werk, minstens 30 werkdade, en

(b) in die geval van enige ander werknemer, minstens 36 werkdade,

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 siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat op hoogstens vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) indien 'n werknemer gedurende die eerste tydkring van 36 agtereenvolgende maande diens weens ongeskiktheid langer afwesig is as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (i) geregtig is, sy werkgever nie in daardie stadium verplig is om enige betaling ten opsigte van die langer siekteverlof wat geneem is, te doen nie: Met dien verstande voorts dat die werkgever, indien hy dit nie reeds gedoen het nie, aan die einde van die eerste tydkring van 36 maande diens aan die werknemer 'n bedrag moet betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling wat reeds gedoen is en die werknemer se loon vir die volle tydperk van sy ongeskiktheid, tot 'n maksimum van 30 werkdade of 36 werkdade, na gelang van die geval, en sodanige vergoeding moet betaal word teen 'n tarief van minstens die werknemer se loon by die aanvang van sy ongeskiktheid: Met dien verstande voorts dat waar die werknemer se dienskontrak voor die verstryking van sodanige eerste tydkring eindig, die werknemer daarop geregtig is om van sy

cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay that he has already received and his wage for the full period of his incapacity, but at a rate not exceeding his wage for one work-day for each completed period of five weeks of employment in the case of an employee who normally works on not more than five days in a week, and one work-day for each month of service in the case of any other employee and for the purposes of this proviso the expression **"wage"** means 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 not less than 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 condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(a) for more than two consecutive work-days; or

(b) on the work-day immediately preceding or the work-day 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 period of absence.

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

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

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

(aa) on leave in terms of clause 6;

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

(ac) at the instance of his employer;

(ad) with the consent or condonation of his employer;

(ae) for any reason not being in breach of his contract of employment,

amounting in the aggregate to not more than 30 weeks in any cycle of 36 months;

(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; and

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding, and any sick leave on full pay granted to such employee during such period shall be deemed to have been granted under this determination;

werkgewer die betaling te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy reeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, maar teen 'n tarief nie hoër nie as sy loon vir een werkdag vir elke voltooide tydperk van vyf weke diens in die geval van 'n werknemer wat gewoonlik op hoogstens vyf dae in 'n week werk, en een werkdag vir elke maand diens in die geval van enige ander werknemer, en by die toepassing van hierdie voorbehoudsbepaling die uitdrukking **"loon"** die loon beteken wat die werknemer by die aanvang van sy ongeskiktheid ontvang het;

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

(iv) betaling vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule aan 'n werknemer wat stukwerk verrig, geskied teen die tarief van minstens die werknemer se gemiddelde besoldiging vir die 13 weke wat die aanvang van die siekteverlof voorafgegaan het of, indien 'n korter tydperk gewerk is, vir die aantal voltooide weke aldus gewerk.

(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 werkdag; 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 geneesheer onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, indien 'n werknemer by twee of meer geleenthede gedurende 'n tydperk van tot agt weke betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer in die daaropvolgende agt weke van hom kan vereis om so 'n sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid in die omstandighede uiteengesit in subklousule (4);

(ac) op las of versoek van sy werkgewer;

(ad) met die toestemming of kondonering van sy werkgewer;

(ae) om enige rede wat nie 'n verbreking van sy dienskontrak is nie,

van altesaam hoogstens 30 weke in 'n tydkring van 36 maande;

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

(iii) enige tydperk van diens wat 'n werknemer by dieselfde werkgewer gelewer het onmiddellik voor die datum waarop hierdie vasstelling bindend geword het, en alle siekteverlof met volle betaling wat aan sodanige werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie vasstelling toegestaan te gewees het;

(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 for which compensation is payable under 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 equivalent of his wage for any period of such leave 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 law to pay to the employee not less than 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 paid holiday and such day falls on a day which otherwise is an ordinary work-day 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—

(i) an amount calculated at a rate of not less than double his wage in respect of the total period worked by him on such day, 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 on the basis set out in subclause (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;

(ii) if he works for longer than four hours—

(aa) 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

(ab) 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, 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.

(b) beteken "ongeskiktheid" 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 enige sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet No. 30 van 1941), betaalbaar is, slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(4) **Voorbehoudsbepalings:** Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek 'n werk-gewer bydraes wat minstens gelykstaande is met dié van die werknemer, betaal aan 'n fonds of organisasie deur die werknemer benoem, welke fonds of organisasie die werknemer waarborg om in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan hom 'n bedrag te betaal van minstens die ekwivalent van sy loon vir enige tydperk van sodanige verlof ingevolge subklousule (1);

(b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar ingevolge enige wet van die werkgewer vereis word om die werknemer minstens 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 **werk nie** en sodanige dag op 'n dag val wat vir die werknemer andersins 'n gewone werkdag is, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag gelyk aan minstens sy dagloon betaal.

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

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

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

(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 werkgewer hom 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, moet sy werkgewer hom soos volg betaal:

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

(ii) indien hy langer as vier uur werk—

(aa) 'n bedrag bereken teen 'n tarief van minstens dubbel sy uurloon ten opsigte van die volle tyd wat hy op sodanige Sondag werk, of 'n bedrag van minstens dubbel sy dagloon, watter bedrag ook al die grootste is; of

(ab) 'n bedrag bereken teen 'n tarief van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tyd wat hy op daardie Sondag werk, en moet hy aan hom binne sewe dae na daardie Sondag een dag verlof toestaan en hom ten opsigte van sodanige verlof 'n bedrag van minstens sy dagloon betaal.

(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 work-day; or
- (c) partly on a Sunday and partly on an ordinary work-day,

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 double the 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—

(a) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage for a qualified employee of that class as calculated in terms of clause 3 (4);

(b) 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).

(6) **Savings:** This clause, except subclause (1) (a), shall not apply to an employee referred to in clause 5 (7) (a) (i).

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, save as provided in 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 and experience, 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 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 rates.

(3) An employer shall not require or permit an employee to undertake any work for him solely on a piece-work basis. Any amount payable to an employee 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.

(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 gedeelte 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 werkgever hom ten opsigte van die volle tyd wat hy op sodanige dag werk, 'n bedrag betaal, bereken teen 'n tarief van dubbel die uurloon voorgeskryf vir of dubbel die laagste uurloon werklik betaal 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 waar die werkgever van 'n los werknemer vereis—

(a) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon vir 'n gekwalifiseerde werknemer van daardie klas beteken, soos bereken ingevolge klousule 3 (4);

(b) om minder as vier uur op sodanige dag te werk, hy geag word vier uur lank 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 uiterlik op die eersvolgende betaaldag na die dag ten opsigte waarvan sodanige besoldiging betaalbaar is. 'n Los werknemer moet besoldig word soos in klousule 4 (2) uiteengesit.

(6) **Voorbehoudsbepaling:** Behalwe subklousule (1) (a), is hierdie klousule nie op 'n werknemer bedoel in klousule 5 (7) (a) (i) van toepassing nie.

9. STUKWERK

(1) 'n Werkgever kan wanneer hy 'n werknemer in diens neem of, indien die werknemer reeds in sy diens is, nadat hy hom minstens een week kennis gegee het, enige stukwerkstelsel invoer en sodanige werkgever 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 sy klas en ondervinding voorgeskryf, plus die tariewe wat kragtens sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, 'n los werknemer ten opsigte van elke dag waarop stukwerk verrig word, minstens die bedrag betaal wat die werkgever sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

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

(3) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om werk vir hom te onderneem uitsluitlik op 'n stukwerkgrondslag nie. Enige bedrag wat ingevolge subklousule (1) aan 'n werknemer betaal moet word, is afgesien van en bykomend by sy loon, wat minstens die loon moet wees wat by klousule 3 (1) vir 'n werknemer van sy klas en ondervinding voorgeskryf word.

(4) An employer who intends to cancel or amend any piece-work system in operation, or the rates applicable thereunder shall give his employee 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: Provided further that an employer need not give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

10. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (1) employ any person under the age of 15 years;
- (2) require or permit any female 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.

11. 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 any such protective clothing shall supply it free of charge.

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

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, in the case of—

(a) a driver, not less than one work-day's notice;

(b) any other class of employee—

(i) during the first four weeks of employment, not less than one work-day's notice;

(ii) 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 work-day's notice, the daily wage the employee is receiving at the time of such termination;

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

(4) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarkragtens van toepassing is, af te skaf of te wysig, moet sy werknemer minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, in welke geval die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis mag gee nie: Met dien verstande voorts dat 'n werkgewer nie aan 'n los werknemer kennis hoeft te gee van sy voorneme om 'n stukwerkstelsel in te voer, af te skaf of te wysig nie.

10. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

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

(2) van 'n vroulike 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 bevalingsdatum eindig, te werk nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet enige uniform, oorpak, rubberstewels, pet of ander beskermende kleren 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 Werkgewer op wie subklousule (1) nie van toepassing is nie, maar wat nogtans van sy werknemer vereis, hetsy uitdruklik of stilswygend, om enige sodanige beskermende kleren te dra, moet dit gratis verskaf.

(3) Enige sodanige beskermende kleren wat gratis aan 'n werknemer verskaf is, bly die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK

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

(a) 'n drywer, minstens een werkdag kennis;

(b) enige ander klas werknemer—

(i) gedurende die eerste vier weke diens, minstens een werkdag kennis;

(ii) na die eerste vier weke diens, minstens een week 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 kan 'n werkgewer of 'n werknemer die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, die werknemer of die werkgewer, na gelang van dié geval, soos volg te betaal: In die geval van—

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

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

Met dien verstande dat—

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

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

(ac) the operation of any forfeitures or penalties which are by law 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 in terms of clause 6;

(ii) on sick leave in terms of clause 7 (1);

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

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

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

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 a work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

(a) on leave in terms of clause 6;

(b) on sick leave in terms of clause 7 (1);

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

amounting in the aggregate to not more than 15 weeks in a period of 12 months;

(d) 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 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.

(ac) die werking van enige verbeurings of boetes wat by wet van toepassing is ten opsigte van '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 (1);

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

wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(iv) vir militêre diens, behalwe waar 'n werknemer anders versoek en sy werkgever skriftelik daartoe instem:

Met dien verstande voorts dat waar die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd, die uitdrukking "ten tyde van sodanige beëindiging ontvang", wanneer 'n werkgever 'n werknemer betaal in plaas van kennis te gee, geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag ten opsigte van korttyd afgetrek was nie".

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met en kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid—

(a) met verlof ingevolge klousule 6;

(b) met siekteverlof ingevolge klousule 7 (1);

(c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b),

wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

(d) vir militêre diens, behalwe waar 'n werknemer anders versoek en sy werkgever skriftelik daartoe instem.

(4) Ondanks andersluidende bepalinge in hierdie vasstelling, kan 'n werkgever, waar sy werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste termyn kennis te gee en uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, hom uit enige gelde wat hy sodanige werknemer uit hoofde van enige bepalinge van hierdie vasstelling skuld, 'n bedrag toe-eien van hoogstens dit wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie geld nie waar die werkgever van die vereiste kennisgewingstermyn afgesien het of indien die werknemer by versuim om die termyn kennis te gee en 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 werkgever by beëindiging van 'n dienskontrak die werknemer van 'n dienssertifikaat wat wesenlik onderstaande vorm het, voorsien waarin die volle name van die werkgever en van 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.

CERTIFICATE OF SERVICE

I,
 carrying on business in the Goods Transportation and
 Storage 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 class in which employee was wholly or mainly
 engaged, e.g. clerk, driver, etc.

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 for that day make the necessary entries in respect of items (i) to (vi), inclusive, of subclause (3) (a), and sign such entries in the presence of a person nominated by the employee.

DIENSSERTIFIKAAT

Ek,
 wat as werkgewer in die Goederevervoer- en Opbergings-
 bedryf sake doen te

verklaar hierby dat Identiteitsnommer
 in my diens was van 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 die klas waarin die werknemer uitsluitlik of hoof-
 saaklik in diens was, bv. klerk, drywer, ens.

14. BYWONINGSREGISTER

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

ATTENDANCE REGISTER

(Name of employee)										(Class of employee)							
Year		Entries to be made by employee										Remarks (if any)					
Month		Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	
21																	
22																	
23																	
24																	
25																	
26																	
27																	
28																	
29																	
30																	
31																	

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)												(Klas van werknemer)						
Jaar		Inskrywings moet deur werknemer gedoen word										Opmerkings (as daar is)						
Maand		Tyd waarop werk begin word	Werkpouses						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgever as werknemer afwesig was. Redes vir sy afwesigheid (moet deur werkgever onderteken word)	Deur inspekteur	
Datum	Dag van week		Van	Tot	Van	Tot	Van	Tot		Van	Tot	Elke dag	Elke week					
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		
16																		
17																		
18																		
19																		
20																		
21																		
22																		
23																		
24																		
25																		
26																		
27																		
28																		
29																		
30																		
31																		

Opmerking. —Onder die opskrif "Van" en "Tot" in die kolom "Werkpouses", 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 employee such a card indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used:

No.	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.

(5) This clause shall not apply to—

- (a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (7) (a) (i) or (ii);
- (b) a driver or an employee accompanying such driver.

(2) 'n Werkgewer kan in plaas van 'n bywoningsregister 'n halfoutomatiese tydregistreeerde tesame met die nodige kaarte, wat so na doenlik onderstaande vorm het, verskaf en elke werknemer voorsien van so 'n kaart met die naam of nommer van die werknemer daarop asook die datum van die einde van die week ten opsigte waarvan die kaart gebruik moet word.

No.	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 'n onvermydelike oorsaak verhinder word om dit te doen, moet 'n werknemer ten opsigte van elke dag wat hy gewerk het en op daardie dag—

(a) met ink of inktlood die volgende in die 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- of 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 getal ure gewerk vir die dag; en
- (vii) sy handtekening;

(b) in 'n bedryfsinrigting waar 'n halfoutomatiese tydregistreeerder verskaf word, 'n inskrywing deur middel van sodanige registreeerder doen op 'n kaart wat ingevolge subklousule (2) voorsien word 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, bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

(5) Hierdie klousule is nie van toepassing nie op—

- (a) 'n werknemer wat uit hoofde van klousule 5 (7) (a) (i) of (ii) van die werkurebepalings uitgesluit word; en
- (b) 'n drywer of 'n werknemer wat sodanige drywer vergesel.

15. LOG-BOOK

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

DAILY LOG

Name of employer.....
 Name of driver.....
 Date.....
 Registration number of vehicle.....
 Time of starting work.....
 Time of finishing work.....
 Number of hours worked.....
 Meal interval from..... to.....
 Particulars of any accident or delay.....
 Name(s) of employee(s) accompanying driver.....

Signature of driver

Date.....

(2) Every driver shall, in the log-book referred to in sub-clause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the work to which it relates deliver a copy thereof to his employer and the employer shall retain such copy for a period of at least three years subsequent to such delivery.

(Note: In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supercedes Wage Determination 400, published under Government Notice No. R. 1563 of 1 August 1980, as amended by Government Notice No. R. 1395 of 9 July 1982, R. 1291 of 24 June 1983, R. 2140 of 17 October 1986, R. 645 of 7 April 1989 and R. 2124 of 7 September 1990.)

15. LOGBOEK

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

DAAGLIKSE LOG

Naam van die werkgewer.....
 Naam van drywer.....
 Datum.....
 Registrasienommer van voertuig.....
 Tyd waarop werk begin word.....
 Tyd waarop werk beëindig word.....
 Getal ure gewerk.....
 Etenspouse van..... tot.....
 Besonderhede van enige ongeluk of vertraging.....
 Naam(name) van werknemer(s) wat drywer vergesel.....

Handtekening van drywer

Datum.....

(2) Elke drywer moet in die logboek bedoel in subklousule (1), 'n daaglikse log in tweevoud hou ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die werk waarop dit betrekking het, 'n kopie daarvan aan sy werk-gewer lewer en die werkgewer moet sodanige kopie vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

(Kennisgewing: Kragtens artikel 18 van die Loon-wet, 1957, vervang die Loonvasstelling in die Bostaande Bylae Loonvasstelling 400, gepubliseer by Goewermentskennisgewing No. 1563 van 1 Augustus 1980, soos gewysig by Goewermentskennisgewing No. R. 1395 van 9 Julie 1982, No. 1291 van 24 Junie 1983, R. 2140 van 17 Oktober 1986, R. 645 van 7 April 1989 en R. 2124 van 7 September 1990.)

Please, acquaint yourself thoroughly with the
 "Conditions for Publication" of legal notices in
 the *Government Gazette*, as well as the new tariffs
 in connection therewith

Maak uself asseblief deeglik vertrouwd met die
 "Voorwaardes vir Publikasie" van wetlike
 kennisgewings in die *Staatskoerant*, asook met die
 nuwe tariewe wat daarmee in verband staan

IMPORTANT ANNOUNCEMENT***Closing times* PRIOR TO PUBLIC HOLIDAYS for****LEGAL NOTICES
GOVERNMENT NOTICES 1991**

The closing time is 15:00 sharp on the following days:

- ▶ **21 March**, Thursday, for the issue of Thursday **28 March**
- ▶ **27 March**, Wednesday, for the issue of Friday **5 April**
- ▶ **25 April**, Thursday, for the issue of Friday **3 May**
- ▶ **2 May**, Thursday, for the issue of Friday **10 May**
- ▶ **23 May**, Thursday, for the issue of Thursday **30 May**
- ▶ **3 October**, Thursday, for the issue of Friday **11 October**
- ▶ **12 December**, Thursday, for the issue of Friday **20 December**
- ▶ **17 December**, Tuesday, for the issue of Friday **27 December**
- ▶ **19 December**, Thursday, for the issue of Friday **3 January**

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING***Sluitingstye* VOOR VAKANSIEDAE vir****WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 1991**

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▶ **21 Maart**, Donderdag, vir die uitgawe van Donderdag **28 Maart**
- ▶ **27 Maart**, Woensdag, vir die uitgawe van Vrydag **5 April**
- ▶ **25 April**, Donderdag, vir die uitgawe van Vrydag **3 Mei**
- ▶ **2 Mei**, Donderdag, vir die uitgawe van Vrydag **10 Mei**
- ▶ **23 Mei**, Donderdag, vir die uitgawe van Donderdag **30 Mei**
- ▶ **3 Oktober**, Donderdag, vir die uitgawe van Vrydag **11 Oktober**
- ▶ **12 Desember**, Donderdag, vir die uitgawe van Vrydag **20 Desember**
- ▶ **17 Desember**, Dinsdag, vir die uitgawe van Vrydag **27 Desember**
- ▶ **19 Desember**, Donderdag, vir die uitgawe van Vrydag **3 Januarie**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n **APARTE Staatskoerant** verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1990 to 30 September 1991, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*



BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1990 tot 30 September 1991 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

NEW SERIES OF POSTCARDS NUWE REEKS POSKAARTE

Philatelic Services and INTERSAPA

Private Bag X505, Pretoria, 0001

Tel. (012) 311-3470/71, 311-3464 Fax.(012) 286025

Handles all RSA philatelic items

Official agents for Namibia, Transkei, Bophuthatswana, Venda and Ciskei
Stamps, Commemorative envelopes, Maximum cards and Mounted sets (year packs)

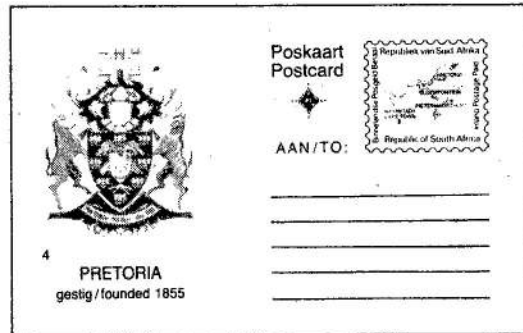
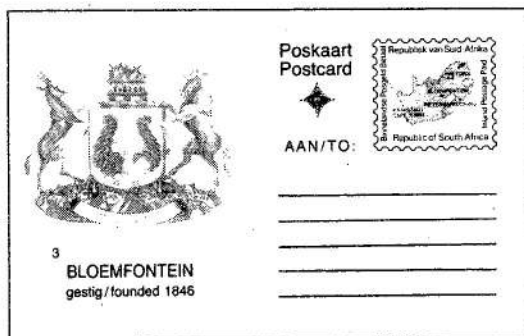
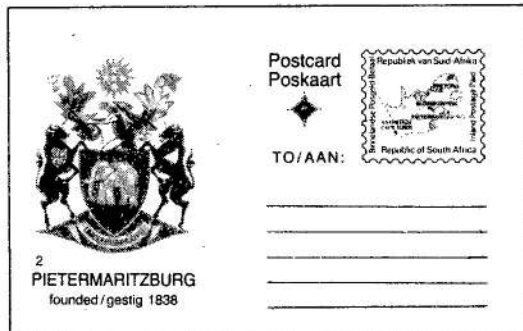
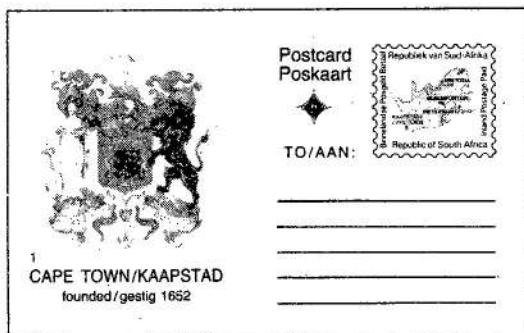
Filateliedienste en INTERSAFA

Privaatsak X505, Pretoria, 0001

Tel. (012) 311-3470/71, 311-3464 Fax.(012) 286025

Hanteer alle filateliese items van die RSA

Amptelike agente vir Namibia, Transkei, Bophuthatswana, Venda en Ciskei
Seëls, Gedenkoeverte, Maksimumkaarte en Gemonteerde stelle (jaarpakke)



*As from 1 July 1991
Vanaf 1 Julie 1991*



Are you missing out on the biggest, most widespread, most popular hobby in the world - **PHILATELY** - (Stamp collecting)?

Loop u die grootste, gewildste, mees wydverspreide stokperdjie in die wêreld - **FILATELIE** - (seëlversameling) mis?



Sluit aan by die ingeligte en slim stokperdjierers-skrif aan Filateliedienste en INTERSAPA om met u versameling te begin.

Join the educated and clever hobbyists-write to Philatelic Services and INTERSAPA to start your own collection.

Privaatsak / Private Bag X505, Pretoria, 0001
Tel. 311-3470/71, 311-3464
Faksno./Fax No. (012) 28-6025

CONTENTS

No.		Page No.	Gazette No.
GOVERNMENT NOTICE			
Manpower, Department of			
<i>Government Notice</i>			
R. 1775	Wage Act (5/1957): Wage Determination 472: Goods Transportation and Storage Trade, Certain Areas.....	1	13436

INHOUD

No.		Bladsy No.	Koerant No.
GOEWERMENTSKENNISGEWING			
Mannekrag, Departement van			
<i>Goewermentskennisgewing</i>			
R. 1775	Loonwet (5/1957): Loonvasstelling 472: Goederevervoer- en Opgergingsbedryf, Sekere Gebiede.....	1	13436