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OF  
SOUTH AFRICA



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## GOVERNMENT NOTICE

### DEPARTMENT OF MANPOWER

No. R. 1620

27 August 1993

WAGE ACT, 1957

#### WAGE DETERMINATION 475: STONECRUSHING INDUSTRY, REPUBLIC OF SOUTH AFRICA

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 Stonecrushing Industry, Republic of South Africa and fix **13 September 1993** as the date from which the provisions of the said Wage Determination shall be binding.

#### SCHEDULE

##### 1. AREA AND SCOPE OF DETERMINATION

- (1) This Determination shall apply to every employer in the Stonecrushing Industry, as defined in subclause (2), and to all his employees, in the Republic of South Africa: Provided that the Determination shall not apply to—

- (a) a small employer as defined in subclause (3);
- (b) an employer while he is a new employer as defined in subclause (4);
- (c) a manager as defined in subclause (5).

- (2) "Stonecrushing Industry" or "the Industry" means the industry in which employers and employees are associated for—

- (a) the crushing of stone;
- (b) the quarrying or winning of stone for crushing if carried on by employers who are engaged in the crushing of such stone;

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

## GOEWERMENSKENNISGEWING

### DEPARTEMENT VAN MANNEKRAG

No. R. 1620

27 Augustus 1993

LOONWET, 1957

#### LOONVASSTELLING 475: KLIPVERGRUISINGS- NYWERHEID, REPUBLIEK VAN SUID-AFRIKA

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 Klipvergruisingsnywerheid, Republiek van Suid-Afrika, gemaak het en **13 September 1993** bepaal as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

#### BYLAE

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

- (1) Hierdie Vasstelling is van toepassing op elke werkgever in die Klipvergruisingsnywerheid soos in subklousule (2) omskryf, en op al sy werknemers, in die Republiek van Suid-Afrika: Met dien verstande dat die Vasstelling nie van toepassing is nie op—

- (a) 'n klein werkgever soos in subklousule (3) omskryf;
- (b) 'n werkgever so lank as wat hy 'n nuwe werkgever is soos in subklousule (4) omskryf;
- (c) 'n bestuurder soos in subklousule (5) omskryf.

- (2) "Klipvergruisingsnywerheid" of "die Nywerheid" beteken die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir—

- (a) die vergruising van klip;
- (b) die uitgrawe of win van klip ter vergruising indien uitgevoer deur werkgevers wat by die vergruising van sodanige klip betrokke is;

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

- (3) "Small employer" means an employer who at all times employs fewer than 15 employees in all, in or in connection with his business in the Industry and whose average monthly sales of manufactured gravel or aggregate do not exceed—

- (a) 3 500 cm<sup>3</sup> if the stone that has been crushed was obtained solely from quarrying or mining; or
- (b) 6 000 cm<sup>3</sup> if the stone that has been crushed was obtained by him in any other manner:

Provided that for the purposes of this definition the expression "average monthly sales" shall mean, at any date, the total quantity of manufactured gravel or aggregate sold by the employer during the preceeding 12 months, excluding the months of December and January, divided by 12.

- (4) "New employer" means a newly established business in the Industry during the first 12 months of its existence in the Industry: Provided that if an existing business undergoes a change or name or ownership (including a change of directors, members or partners) while largely retaining the same employees and/or clients, it shall not be regarded as a new employer.
- (5) "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 of the same establishment who relieves or acts for a manager during the latter's absence.

## 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 the class in which he is wholly or mainly engaged; and further, unless inconsistent with the context—

- (1) "artisan" (Group C employee) 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) "artisan's assistant" (Group H employee) means an employee who assists an artisan or a machine or building handyman by holding articles or tools or otherwise working with such employee without using the tools independently, and who may also perform any one or more of the following operations:
- (a) Checking or topping up the fuel, oil or water in vehicles referred to in paragraph (c);
  - (b) removing, charging or replacing batteries of vehicles referred to in paragraph (c) or topping up such batteries;
  - (c) removing, replacing, changing or repairing wheels, tubes or tyres of motor vehicles, trailers, semi-trailers, dollies, excavators or any vehicle referred to in subclauses (60), (61) and (62); and
  - (d) pumping or inflating tubes or tyres; (3)

- (3) "Klein werkgewer" beteken 'n werkgewer wat te alle tye minder as altesaam 15 werknemers in of in verband met sy besigheid in die Nywerheid in diens het en wie se gemiddelde maandelikse verkope van vervaardigde gruis of aggreëat nie—

- (a) 3 500 cm<sup>3</sup> oorskry nie indien die klip wat vergruis is uitsluitlik deur uitgrawe of myn verkry is; of
- (b) 6 000 cm<sup>3</sup> oorskry nie indien die klip wat vergruis is op enige ander wyse deur hom verkry is:

Met dien verstande dat by die toepassing van hierdie omskrywing die uitdrukking "gemiddelde maandelikse verkope", op enige datum beteken die totale hoeveelheid vervaardigde gruis of aggreëat wat gedurende die voorafgaande 12 maande, uitgesonderd die maande Desember en Januarie, deur die werkgewer verkoop is, gedeel deur 12.

- (4) "Nuwe werkgewer" beteken 'n nuutopgerigte besigheid in die Nywerheid gedurende die eerste 12 maande van sy bestaan in die Nywerheid: Met dien verstande dat 'n bestaande besigheid wat van naam verander of van eienaar (insluitende van direkteure, lede of vennote) verwissel terwyl grootliks dieselfde werknemers en/of klante behou word, nie geag word 'n nuwe werkgewer te wees nie.
- (5) "Bestuurder" beteken 'n werknemer wat deur sy werk-gewer belas is met die algemene toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte van 'n bedryfs-inrigting en die werknemers wat daarin werksaam is, maar dit omvat nie 'n werknemer van dieselfde bedryfsinrigting wat tydens 'n bestuurder se afwesigheid die bestuurder aflos of namens hom optree nie.

## 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" (werknemer Groep K) 'n werknemer wat enigeen of meer van die volgende pligte verrig:
- (a) Bome of gewasse afkap, vernietig of verwyder;
  - (b) briewe, boodskappe of goedere te voet of met 'n niekragaangedrewe fiets of voertuig afhaal of aflewer;
  - (c) dagha, beton, klip of bitumen met die hand meng of enige sodanige materiaal met 'n skopgraaf, hark, vurk of kruitwa spreid;
  - (d) deure, kiste, pakke, bale, sakke, kleppe of krane oop- of toemaak;
  - (e) enige voertuig of trok stoot, trek, rem, koppel, ontkoppel of bedek, uitgesonderd met 'n meganiese toestel;
  - (f) geboue of ander strukture sloop;
  - (g) goedere of materiaal met die hand oplig, laai, aflaai, toevvoer, afneem, verskuif, dra of opstapel;
  - (h) kampongs, latrines, buitegeboue of ander geboue of strukture afwit of ontsmet;
  - (i) klip, sand, grond, klei of ander soortgelyke materiaal losmaak, uithaal, breek, gelykmaak, sif of spreid of ander uitgraafwerk doen, uitgesonderd met 'n kragaangedrewe of meganiese werktuig;



- (3) **"assistant crusherman"** (Group C employee) means an employee who, under the general supervision of a crusherman, performs any of the activities or duties of a crusherman and who may act for him during his absence; (6)
- (4) **"assistant first-aid orderly"** (Group J employee) means an employee who assists a first-aid orderly in the performance of his duties and who may act for him during his absence, and who holds a valid certificate of competency in first-aid issued by—
- (a) the South African Red Cross Society;
  - (b) the St John Ambulance Association; or
  - (c) die Suid-Afrikaanse Noodhulppliga; (4)
- (5) **"assistant foreman"** (Group B employee) means an employee who, under the supervision of a foreman, performs any of the duties of a foreman and who may act for him during his absence; (7)
- (6) **"assistant quarryman"** (Group C employee) means an employee who, under the general supervision of a quarryman, performs any of the activities or duties of a quarryman and who may act for him during his absence; (5)
- (7) **"blaster"** (Group D employee) means an employee who carries out blasting operations and who is a "competent person" as contemplated in the Mines and Works Act, 1956; (65)
- (8) **"boiler attendant"** (Group I employee) means an employee who, under general supervision, maintains the water level and steam pressure in a boiler, and who may make, maintain and draw the fire in such boiler; (37)
- (9) **"building handyman"** (Group F employee) means an employee other than an artisan who, under the supervision of a foreman or artisan, maintains or repairs dwellings, compounds or other buildings; (15)
- (10) **"casual employee"** means an employee who is employed by the same employer on not more than three days in any week; (44)
- (11) **"chargehand"** (Group I employee) means an employee who, under supervision, is in charge of employees in Groups J and K; (56)
- (12) **"chauffeur"** (Group G employee) 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; (18)
- (13) **"clerk"** (Group E employee) means an employee who is engaged in writing, typing or filing or in any other form of clerical work, and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a part of such employee's work; (38)
- (14) **"clerk, senior"** (Group D employee) means an employee who is in charge of clerks within an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties; (62)
- (15) **"compound manager"** (Group B employee) means an employee who is in charge of a compound and who is responsible for the cleanliness of the compound and the discipline of the persons housed in the compound; (36)
- (16) **"crusherman"** (Group A employee) means an employee who is in charge of the machinery used for the crushing or screening of stone, and who exercises control over the other employees employed on such machinery; (72)
- (j) koekepanspore of ontspoorde koekepanne oplig of terugsit;
  - (k) met die hand boor;
  - (l) 'n niekragaangedrewe hyskraan, pomp, hystoel of windas met die hand bedien;
  - (m) 'n rots- of klopboorwerker bystaan;
  - (n) persele, 'n installasie, masjinerie; implemente, gereedskap, gerei, voertuie of spoorwegtrokke skoonmaak;
  - (o) rotse en puin van die groeffront of -vloer af verwyder of daar uitkoevoet;
  - (p) sanitêre emmers verwyder, leegmaak, skoonmaak of terugsit, of rioolpype of dreineerpunte oopmaak;
  - (q) slote, gate of fundamente graaf of ander uitgraafwerk met handgereedskap doen;
  - (r) spore of niekragaangedrewe masjienerie of voertuie olie of ghries;
  - (s) tee of soortgelyke drankie vir werknemers maak of aan hulle bedien of tee of verversings vir die werkgewer of sy gaste maak of aan hulle bedien of rantsoene voorberei;
  - (t) trokke vir laai- of stortaktiwiteite merk of rig;
  - (u) tuinwerk;
  - (v) verbande, oorpakke, uniforms, beskermende klere of ander artikels was;
  - (w) vure maak, stook of uithaal, of vullis of as verwyder; (31)
- (2) **"ambagsman"** (werknemer Groep C) 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word so 'n kontak te voltooi het in 'n ambag aangewys of geag aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houër 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; (1)
- (3) **"ambagsman se assistent"** (werknemer Groep H) 'n werknemer wat 'n ambagsman of 'n masjien- of boufaktotum behulpsaam is deur artikels of gereedskap vas te hou of andersins met sodanige werknemer saam te werk sonder om die gereedskap selfstandig te gebruik en wat ook enigeen of meer van die volgende werksaamhede kan verrig:
- (a) Die brandstof, olie of water in voertuie bedoel in paragraaf (c) nagaan of byvul;
  - (b) batterye van voertuie bedoel in paragraaf (c) uithaal, laai of terugsit of sodanige batterye byvul;
  - (c) wiele of binne- of buitebande van motorvoertuie, sleepwaens, leunwaens, drastelle, graafmasjiene of enige voertuig bedoel in subklousules (8), (9) en (10), afhaal, terugsit, omruil of herstel; en
  - (d) buite- of binnebande oppomp of opblaas; (2)
- (4) **"assistent-eerstehulpordonnans"** (werknemer Groep J) 'n werknemer wat 'n eerstehulpordonnans by die uitvoering van sy pligte behulpsaam is en wat tydens sy afwesigheid namens hom kan waarneem en wat in besit is van 'n geldige bevoegdheidsertifikaat in eerstehulp wat uitgereik is deur—
- (a) die Suid-Afrikaanse Rooikruisvereniging;
  - (b) die St John Ambulance Association; of
  - (c) die Suid-Afrikaanse Noodhulppliga; (4)

- (17) **"daily wage"** means an employee's hourly wage, as defined in subclause (48), multiplied by the total period ordinarily worked by him on a weekday, excluding Saturday; (20)
- (18) **"day"** means the period of 24 hours from midnight to midnight: Provided that in the case of a security guard or a watchman it shall mean a period of 24 hours reckoned from the time such an employee commences work; (19)
- (19) **"dolly"** means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (21)
- (20) **"drill operator, Class I"** (Group I employee) means an employee, other than an attendant or operator of a jackhammer, who operates a drilling rig unit; (11)
- (21) **"drill operator, Class II"** (Group J employee) means an employee who operates a jackhammer or assists Class I drill operators; (12)
- (22) **"driver"** (Group C, D, E, F, G or H employee) 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 and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (22)
- (23) **"emergency work"** means—
- any work which, owing to unforeseen circumstances such as fire, a storm, an accident, an epidemic, an act of violence, sabotage, industrial unrest, theft, or a breakdown of plant, machinery or motor vehicles, or because the buildings are unfit for use or are in danger of becoming unfit for use, must be done without delay;
  - any work in connection with the renovation or repair of plant, machinery or motor vehicles which cannot be performed during ordinary hours of work;
  - any work in connection with the loading or unloading of—
    - ships;
    - railway trucks or vehicles of Spoornet;
    - vehicles used by a cartage contractor in the fulfilment of his contract as such with Spoornet; (55)
- (24) **"excavator driver, Class I"** (Group E employee) means an employee who is engaged in operating a power-driven excavator, dragline or mechanical shovel, the grab or bucket capacity of which, according to the manufacturer's specifications, exceeds 1 cm<sup>3</sup>; (28)
- (25) **"excavator driver, Class II"** (Group F employee) means an employee who is engaged in operating a power-driven excavator, dragline or mechanical shovel, the grab or bucket capacity of which, according to the manufacturer's specifications, does not exceed 1 cm<sup>3</sup>; (29)
- (26) **"experience"**, in relation to a clerk, means the total period or periods of employment which he has had as a clerk in any industry or trade or in the service of a local authority or the State; (57)
- (27) **"extra heavy motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but does not exceed 25 000 kg; (24)
- (5) **"assistentgroefopsigter"** (werknemer Groep C) 'n werknemer wat onder die algemene toesig van 'n groefopsigter enige van die werksaamhede of pligte van 'n groefopsigter verrig en wat tydens sy afwesigheid namens hom kan waarneem; (6)
- (6) **"assistentvergruiserbediener"** (werknemer Groep C) 'n werknemer wat onder die algemene toesig van 'n vergruiserbediener enige van die werksaamhede of pligte van 'n vergruiserbediener verrig en wat tydens sy afwesigheid namens hom kan waarneem; (3)
- (7) **"assistentvoorman"** (werknemer Groep B) 'n werknemer wat onder toesig van 'n voorman enige van die pligte van 'n voorman verrig en wat tydens sy afwesigheid namens hom kan waarneem; (5)
- (8) **"bediener van mobiele toerusting, Klas I"** (werknemer Groep E) 'n werknemer wat 'n traskavateur, stootskraper, voorlaai, skraaplaai of enige soortgelyke toerusting (uitgesonderd 'n graafmasjien of 'n trekker), storter, hyskraan, vorkhyser, skraper of tenker bedien wat uitsluitlik in 'n bedryfsinrigting gebruik word vir die vervoer, verskuiwing of laai van grond, sand, klip of goedere en met 'n bruto massa of bruto kombinasie-massa van meer as 15 000 kg; (60)
- (9) **"bediener van mobiele toerusting, Klas II"** (werknemer Groep F) 'n werknemer wat 'n traskavateur, stootskraper, voorlaai, skraaplaai of enige soortgelyke toerusting (uitgesonderd 'n graafmasjien of 'n trekker), storter, hyskraan, vorkhyser, skraper of tenker bedien wat uitsluitlik in 'n bedryfsinrigting gebruik word vir die vervoer, verskuiwing of laai van grond, sand, klip of goedere en met 'n bruto massa of bruto kombinasie-massa van meer as 3 500 kg maar hoogstens 15 000 kg; (61)
- (10) **"bediener van mobiele toerusting, Klas III"** (werknemer Groep G) 'n werknemer wat 'n traskavateur, stootskraper, voorlaai, skraaplaai of enige soortgelyke toerusting (uitgesonderd 'n graafmasjien of 'n trekker), storter, hyskraan, vorkhyser, skraper of tenker bedien wat uitsluitlik in 'n bedryfsinrigting gebruik word vir die vervoer, verskuiwing of laai van grond, sand, klip of goedere, en met 'n bruto massa of bruto kombinasie-massa van hoogstens 3 500 kg; (62)
- (11) **"bediener van 'n boor, Klas I"** (werknemer Groep I) 'n werknemer, uitgesonderd 'n versorger of bediener van 'n klopboor, wat 'n boorinstallasie bedien; (20)
- (12) **"bediener van 'n boor, Klas II"** (werknemer Groep J) 'n werknemer wat 'n klopboor bedien of bedieners van 'n boor, Klas I, behulpsaam is; (21)
- (13) **"bedryfsklerk"** (werknemer Groep H) 'n werknemer wat onder algemene toesig enigeen of meer van die volgende pligte uitvoer:
- Aflewering- of vragbriewe uitskryf;
  - bestellings volgens fakture of bestelvorms byeenbring vir versending;
  - kaarte stempel;
  - lyste maak van produksiesyfers;
  - permitte, dienssertifikate of tydkaarte uitreik of die indiensneming of ontslag van werknemers aanteken;
  - tel, nagaan, massameet of aanteken;
  - telefoniese bestellings van klante ontvang of fakture uitskryf;
  - toesig hou oor die versending van goedere;
  - tolk of vertaal van inheemse tale;
  - tyd- of loonkaarte byhou, liasseer of sorteer; (89)



- (28) **"extra heavy motor vehicle (rigid)"** means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but does not exceed 25 000 kg; (25)
- (29) **"first-aid orderly"** (Group I employee) means an employee who is in charge of a first-aid room or sick bay and who holds a valid certificate of competency in first-aid issued by—
- (a) the South African Red Cross Society;
  - (b) the St John Ambulance Association; or
  - (c) die Suid-Afrikaanse Noodhulpiga;
- and who is engaged in dressing minor wounds or injuries and who may keep records of the names of employees treated or requiring treatment by a medical practitioner, the nature of the injuries and the treatment given; (23)
- (30) **"foreman"** (Group A employee) means an employee who is in charge of the employees in an establishment or a department of an establishment, who exercises control over such employees and who is responsible to a manager for the efficient performance by them of their duties; (73)
- (31) **"general worker"** (Group K employee) means an employee who is engaged in any one or more of the following duties:
- (a) Assisting a rock-drill or jackhammer operator;
  - (b) cleaning premises, plant, machinery, implements, tools, utensils, vehicles or railway trucks;
  - (c) collecting or delivering letters, messages or goods on foot or by means of a non-power-driven cycle or vehicle;
  - (d) cutting down, destroying or removing trees or vegetation;
  - (e) demolishing buildings or other structures;
  - (f) digging trenches, holes or foundations or performing other excavation work by means of hand tools;
  - (g) drilling by hand;
  - (h) gardening work;
  - (i) lifting, loading, unloading, feeding onto, taking off, moving, carrying or stacking goods or material by hand;
  - (j) lifting or replacing cocopan tracks or derailed cocopans;
  - (k) lime-washing or disinfecting compounds, latrines, outbuildings or other buildings or structures;
  - (l) loosening, taking out, breaking, levelling, sieving or spreading stone, sand, soil, clay or other similar material or performing other excavation work, other than by means of a power-driven or mechanically operated tool;
  - (m) making, maintaining or drawing fires or removing refuse or ashes;
  - (n) making or serving tea or similar beverages for employers or making or serving tea or refreshments for the employer or his guests or preparing rations;
  - (o) mixing mortar, concrete, stone or bitumen by hand or spreading any such material with a shovel, rake, fork or barrow;
  - (p) oiling or greasing rails or non-power-driven machinery or vehicles;
  - (q) opening or closing doors, boxes, packages, bales, sacks, bags, valves or cocks;
- (14) **"betaalde vakansiedag"** Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartdag, Werkersdag, Republiekdag, Geloftedag en Kersdag; (69)
- (15) **"boufaktotum"** (werknemer Groep F) 'n werknemer, uitgesonderd 'n ambagsman, wat onder toesig van 'n voorman of 'n ambagsman huise, kampongs of ander geboue in stand hou of herstel; (9)
- (16) **"bruto kombinasie-massa"**, met betrekking tot 'n motorvoertuig (gelede), die maksimum massa van enige kombinasie van voertuie, met inbegrip van dié van die trekmotorvoertuig en die vrag soos deur die vervaardiger gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die registrasieowerheid bepaal; (33)
- (17) **"bruto voertuigmassa"**, met betrekking tot 'n motorvoertuig (niegelede), die maksimum massa van sodanige voertuig en sy vrag, soos deur die vervaardiger gespesifiseer of, by gebreke aan sodanige spesifikasie, soos deur die registrasieowerheid bepaal; (34)
- (18) **"chauffeur"** (werknemer Groep G) 'n werknemer, uitgesonderd 'n drywer, wat 'n motorvoertuig dryf wat vir die vervoer van sy werkgewer, klante of besoekers bedoel is en wat gebruik kan word vir die vervoer van dokumente of pakkette; (12)
- (19) **"dag"** die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat dit in die geval van 'n sekuriteitswag of 'n wag 'n tydperk van 24 uur beteken, gereken vanaf die tydstop waarop so 'n werknemer begin werk; (18)
- (20) **"dagloon"** 'n werknemer se uurloon soos in subklousule (71) omskryf, vermenigvuldig met die totale tydperk wat hy gewoonlik op 'n weekdag, uitgesonderd Saterdag, werk; (17)
- (21) **"drastel"** 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (19)
- (22) **"drywer"** (werknemer Groep C, D, E, F, G of H) 'n werknemer, uitgesonderd 'n chauffeur, wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat die werknemer dryf en enige tyd wat die drywer 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; (22)
- (23) **"eerstehulpordonnans"** (werknemer Groep I) 'n werknemer wat in beheer is van 'n eerstehulpkamer of siekeboek en wat in besit is van 'n geldige bevoegdheidsertifikaat in eerstehulp wat uitgereik is deur—
- (a) die Suid-Afrikaanse Rooikruisvereniging;
  - (b) die St John Ambulance Association; of
  - (c) die Suid-Afrikaanse Noodhulpiga;
- en wat kleiner wonde of beserings verbind en wat aantekeninge kan hou van die name van werknemers wat behandel is of deur 'n geneesheer behandel moes word, die aard van die beserings en die behandeling wat gegee is; (29)
- (24) **"ekstra swaar motorvoertuig (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 16 000 kg maar hoogstens 25 000 kg is; (27)
- (25) **"ekstra swaar motorvoertuig (niegelede)"** 'n motorvoertuig (niegelede) waarvan die bruto voertuigmassa meer as 16 000 kg maar hoogstens 25 000 kg is; (28)
- (26) **"gereedskapklerk"** (werknemer Groep H) 'n werknemer wat gereedskap, toerusting of onderdele ontvang, nagaan, opberg of uitreik; (81)

- (r) operating a non-power-driven crane, pump, hoist or winch by hand;
  - (s) pushing, pulling, braking, coupling, uncoupling or sheeting any vehicle or truck, other than by means of a mechanical device;
  - (t) removing, emptying, cleaning or replacing sanitary pails, or opening drain pipes or drainage points;
  - (u) removing or barring down rocks and debris from the quarry face or floor;
  - (v) spotting or directing trucks for loading or dumping operations;
  - (w) washing bandages, overalls, uniforms, protective clothing or other articles; (1)
- (32) **"greaser"** (Group J employee) means an employee who, under supervision, oils or greases machinery or vehicles; (64)
- (33) **"gross combination mass"**, in relation to a motor vehicle (articulated), means the maximum mass of any 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; (16)
- (34) **"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; (17)
- (35) **"Group A employee"** means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Crusherman;
  - (b) foreman;
  - (c) quarryman; (78)
- (36) **"Group B employee"** means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Assistant foreman;
  - (b) compound manager; (79)
- (37) **"Group C employee"** means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Artisan;
  - (b) assistant crusherman;
  - (c) assistant quarryman;
  - (d) driver of an ultra heavy motor vehicle; (80)
- (38) **"Group D employee"** means an employee who is engaged in any one or more of the following capacities, as defined:
- (a) Blaster;
  - (b) clerk, senior;
  - (c) driver of an extra heavy motor vehicle (articulated);
  - (d) instructor;
  - (e) plant controller;
  - (f) section leader; (81)
- (27) **"gewone werkure"** die werkure by klousule 5 (1) voorgeskryf, maar indien volgens ooreenkoms tussen die werkgewer en sy werknemer laasgenoemde korter ure werk, beteken dit sodanige korter ure; (67)
- (28) **"graafmasjienbestuurder, Klas I"** (werknemer Groep E) 'n werknemer wat 'n kragaangedrewe graafmasjien, sleepgraaf of meganiese skop bedien waarvan die gryper- of bakinhoudsvermoë volgens die vervaardiger se spesifikasies meer as 1 cm<sup>3</sup> is; (24)
- (29) **"graafmasjienbestuurder, Klas II"** (werknemer Groep F) 'n werknemer wat 'n kragaangedrewe graafmasjien, sleepgraaf of meganiese skop bedien waarvan die gryper- of bakinhoudsvermoë volgens die vervaardiger se spesifikasies hoogstens 1 cm<sup>3</sup> is; (25)
- (30) **"groefopsigter"** (werknemer Groep A) 'n werknemer wat in beheer is van die werksaamhede in 'n groef (met inbegrip van skietwerk, boorwerk, uitgraafwerk en laaiwerk) en van die werknemers wat sodanige werksaamhede verrig; (74)
- (31) **"indoena"** (werknemer Groep H) 'n werknemer wat 'n kampongbestuurder behulpzaam is by die handhawing van die sindelikeid en dissipline in 'n kampong; (49)
- (32) **"installasiebediener"** (werknemer Groep G) 'n werknemer wat verantwoordelik is vir 'n deel van die masjinerie wat in die vergruis-, sif- of lotmenginstallasies gebruik word; (73)
- (33) **"installasiekontroleur"** (werknemer Groep D) 'n werknemer wat verantwoordelik is vir die kontrole oor sandwin-, vergruis-, sif- of lotmenginstallasies; (72)
- (34) **"installasieverSORger"** (werknemer Groep J) 'n werknemer wat kragaangedrewe masjinerie in 'n bedryfsinrigting versorg en bedien, met inbegrip van pompe, kompressors, vergruisers, siwwe, vervoerders, voerders, mengers, windasse, vermengers en glygeute, en wat die toevoer van materiaal van een punt na 'n ander by sodanige installasie of masjinerie reguleer of sodanige installasie of masjinerie dophou vir onderbrekings of beskadiging en wat sodanige installasie of masjinerie aan die gang kan sit en stop, maar wat geen verstelings of herstelwerk daaraan mag doen nie; (71)
- (35) **"instrukteur"** (werknemer Groep D) 'n werknemer wat opleiding aan werknemers in Groep E, F, G, H, I, J of K verskaf; (50)
- (36) **"kampongbestuurder"** (werknemer Groep B) 'n werknemer wat aan die hoof staan van 'n kampong en wat verantwoordelik is vir die sindelikeid van die kampong en die dissipline van die persone wat in die kampong gehuisves word; (15)
- (37) **"ketelbediener"** (werknemer Groep I) 'n werknemer wat onder algemene toesig die watervlak en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (8)
- (38) **"klerk"** (werknemer Groep E) 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig, en omvat dit 'n kassier en 'n telefoonskakelbordoperateur, 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 werk; (13)
- (39) **"korttyd"** 'n tydelike vermindering van die getal gewone werkure weens die wisselvalligheid van die weer, 'n handelslapse, 'n tekort aan spoorweggetrokke of grondstowwe, die onklaarraking van 'n installasie of masjinerie, 'n onderbreking in die elektriese kragtoevoer, die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, oproer, nywerheidsnorus, sabotasie of enige ander onvoorsiene gebeurtenis waaroor die werkgewer nie beheer het nie; (78)



(39) **"Group E employee"** means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Clerk;
- (b) driver of an extra heavy motor vehicle (rigid);
- (c) driver of a heavy motor vehicle (articulated);
- (d) excavator driver, Class I;
- (e) machine handyman;
- (f) materials tester;
- (g) mobile equipment operator, Class I;
- (h) storeman; (82)

(40) **"Group F employee"** means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Building handyman;
- (b) driver of a heavy motor vehicle (rigid);
- (c) driver of a medium motor vehicle (articulated);
- (d) excavator driver, Class II;
- (e) mobile equipment operator, Class II; (83)

(41) **"Group G employee"** means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Chauffeur;
- (b) driver of a medium motor vehicle (rigid);
- (c) laboratory assistant;
- (d) mobile equipment operator, Class III;
- (e) plant operator; (84)

(42) **"Group H employee"** means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Artisan's assistant;
- (b) driver of a light motor vehicle;
- (c) induna;
- (d) tool clerk;
- (e) works clerk; (85)

(43) **"Group I employee"** means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Boiler attendant;
- (b) chargehand;
- (c) drill operator, Class I;
- (d) first-aid orderly;
- (e) security guard;
- (f) stores issuer; (86)

(44) **"Group J employee"** means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Assistant first-aid orderly;
- (b) drill operator, Class II;
- (c) greaser;
- (d) plant attendant;
- (e) watchman; (87)

(45) **"Group K employee"** means an employee who is employed as a general worker, as defined; (88)

(46) **"heavy motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg; (67)

(47) **"heavy motor vehicle (rigid)"** means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but does not exceed 16 000 kg; (68)

(40) **"laboratoriumassistent"** (werknemer Groep G) 'n werknemer wat onder toesig van 'n materiaaltoetser monsters neem en voorberei en roetineontledings uitvoer en aggregate en verwante produkte toets; (51)

(41) **"leunwa"** 'n sleepwa wat nie 'n vooras het nie en ontwerp van aangepas is om op 'n voorspanmotor te rus en daardeur getrek te word; (77)

(42) **"ligte motorvoertuig"** 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is; (53)

(43) **"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 werknemer '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 voorbehoudsbepaling 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 "gewone loon" en "weekloon" ooreenstemmende betekenisse; (86)

(44) **"los werknemer"** 'n werknemer wat hoogstens drie dae in enige week by dieselfde werkgever in diens is; (10)

(45) **"maandloon"** 'n werknemer se weekloon soos in subklousule (43) omskryf, vermenigvuldig met vier en 'n derde; (63)

(46) **"magasynman"** (werknemer Groep E) 'n werknemer wat in beheer is van voorraad, inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te pak of uit te pak of om goedere vanuit 'n magasyn, pakhuis of oop voorraadwerf aan die verbruiksafdelings van 'n bedryfsinrigting of vir versending te lewer; (79)

(47) **"masjienfaktotum"** (werknemer Groep E) 'n werknemer wat onder toesig van 'n voorman, assistentvoorman of ambagsman herstelwerk of verstellings doen aan masjinerie, 'n installasie of toerusting en wat onderdeel of hele gedeeltes van masjinerie, 'n installasie of toerusting kan verwyder en vervang, maar wat nie andersins werk mag doen nie wat deur 'n ambagsman op die gebied van diagnose, presiesiewerk, verstellings of stelwerk aan masjinerie, 'n installasie of toerusting gedoen word; (55)

(48) **"materiaaltoetser"** (werknemer Groep E) 'n werknemer wat verantwoordelik is vir die neem van monsters en toets van aggregate en verwante produkte, met inbegrip van kwaliteitsbeheer, en wat minstens vier jaar ondervinding of opleiding as laboratoriumassistent het; (56)

(49) **"medium motorvoertuig (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is; (57)

(50) **"medium motorvoertuig (niegelede)"** 'n motorvoertuig (niegelede) waarvan die bruto voertuigmassa meer as 3 500 kg maar hoogstens 9 000 kg is; (58)

(51) **"militêre diens"** 'n tydperk van diens of opleiding ingevolge die Verdedigingswet, 1957; (59)

(52) **"motorvoertuig"** 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm<sup>3</sup> wat gebruik word vir die vervoer van goedere, en omvat dit 'n voorspanmotor, 'n trekker, 'n motorfiets of 'n outofiets, maar nie ook 'n storter, 'n mobiele hystoestel of 'n graafmasjien nie; (64)

- (48) **"hourly wage"** means an employee's weekly wage, as defined in subclause (86), divided by his ordinary hours of work in a week — *vide* subclause (67); (71)
- (49) **"induna"** (Group H employee) means an employee who assists a compound manager in maintaining cleanliness and discipline in a compound; (31)
- (50) **"instructor"** (Group D employee) means an employee who is engaged in training employees in Group E, F, G, H, I, J or K; (35)
- (51) **"laboratory assistant"** (Group G employee) means an employee who, under the supervision of a materials tester, is engaged in the taking and preparation of samples and the carrying out of routine analyses and the testing of aggregates and allied products; (40)
- (52) **"law"** includes the common law; (89)
- (53) **"light motor vehicle"** means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (42)
- (54) **"local authority"** means any municipal council, city council, divisional council, village management board or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other Parliamentary legislation; (59)
- (55) **"machine handyman"** (Group E employee) means an employee who, under the supervision of a foreman, assistant foreman or artisan, is engaged in making repairs or adjustments to machinery, plant or equipment and who may remove and replace parts or whole portions of machinery, plant or equipment, but who may not otherwise do work performed by an artisan in the areas of diagnosis, precision work, adjustments or settings to machinery, plant or equipment; (47)
- (56) **"materials tester"** (Group E employee) means an employee who is responsible for the sampling and testing of aggregates and allied products, including quality control, and who has had at least four years' experience of training as a laboratory assistant; (48)
- (57) **"medium motor vehicle (articulated)"** means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (49)
- (58) **"medium motor vehicle (rigid)"** means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but does not exceed 9 000 kg; (50)
- (59) **"military service"** means any period of service or training in terms of the Defence Act, 1957; (51)
- (60) **"mobile equipment operator, Class I"** (Group E employee) means an employee who operates a traxcavator, bulldozer, front-end loader, scraper-loader or any similar equozer, front-end loader, scraper-loader or any similar equipment (other than an excavator or a tractor), dumper, crane, forklift, grader or bowser used exclusively in an establishment for the transportation, moving or loading of soil, sand, stone or goods, with a gross mass or gross combination mass exceeding 15 000 kg; (8)
- (61) **"mobile equipment operator, Class II"** (Group F employee) means an employee who operates a traxcavator, bulldozer, front-end loader, scraper-loader or any similar equipment (other than an excavator or a tractor), dumper, crane, forklift, grader or bowser used exclusively in an establishment for the transportation, moving or loading of soil, sand, stone or goods, with a gross mass or gross combination mass of more than 3 500 kg but not exceeding 15 000 kg; (9)
- (62) **"mobile equipment operator, Class III"** (Group G employee) means an employee who operates a traxcavator, bulldozer, front-end loader, scraper-loader or any similar equipment (other than an excavator or a tractor), dumper, crane, forklift, grader or bowser used exclusively in an establishment for the transportation, moving or loading of soil, sand, stone or goods, with a gross mass or gross combination mass not exceeding 3 500 kg; (10)
- (53) **"motorvoertuig (gelede)"** 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (65)
- (54) **"motorvoertuig (niegelede)"** 'n motorvoertuig, uitgesonderd 'n motorvoertuig (gelede); (66)
- (55) **"noodwerk"** —
- enige werk wat weens onvoorsiene omstandighede soos 'n brand, 'n storm, 'n ongeluk, 'n epidemie, 'n gewelddaad, sabotasie, nywerheids-onrus, diefstal of die onklaarraking van 'n installasie, masjinerie of motorvoertuie, of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, sonder versuim gedoen moet word;
  - enige werk in verband met die opknapping of herstel van 'n installasie, masjinerie of motorvoertuie wat nie gedurende gewone werkure verrig kan word nie;
  - enige werk in verband met die laai of aflaai van —
    - skepe;
    - spoorwegtrokke of voertuie van Spoorwet;
    - voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met Spoorwet; (23)
- (56) **"onderbaas"** (werknemer Groep I) 'n werknemer wat, onder toesig, aan die hoof staan van werknemers in Groep J en K; (11)
- (57) **"ondervinding"**, met betrekking tot 'n klerk, die totale tydperk of tydperke wat hy as 'n klerk in enige nywerheid of bedryf werksaam was, of in die diens van 'n plaaslike owerheid of die Staat was; (26)
- (58) **"oortyd"** die gedeelte van enige tydperk wat 'n werknemer in 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 vir sy werkgewer op 'n Sondag of op 'n betaalde vakansiedag, soos omskryf, werk nie; (68)
- (59) **"plaaslike owerheid"** 'n munisipale raad, stadsraad, afdelingsraad, dorpsbestuursraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander Parlementêre wetgewing; (54)
- (60) **"seksieleier"** (werknemer Groep D) 'n werknemer wat direkte beheer uitoefen oor werknemers in Groep E, F, G, H, I, J en K; (75)
- (61) **"sekuriteitswag"** (werknemer Groep I) 'n werknemer wat een of meer van die volgende pligte verrig:
- Goedere, voertuie of persone deursoek;
  - oor wagte toesig hou of beheer uitoefen;
  - die gang van persone of voertuie deur kontrolepunte of -hekke kontroleer of daarvoor verslag doen;
- en van wie ook vereis kan word om enige van of al die pligte van 'n wag uit te voer; (76)
- (62) **"senior klerk"** (werknemer Groep D) 'n werknemer wat aan die hoof staan van klerke in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig; (14)
- (63) **"sleepwa"** 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of aangepas is om deur 'n motorvoertuig getrek te word, en omvat dit 'n drastel; (83)
- (64) **"smeerder"** (werknemer Groep J) 'n werknemer wat onder toesig masjinerie of voertuie olie of ghries; (32)



- (63) **"monthly wage"** means an employee's weekly wage, as defined in subclause (86), multiplied by four and a third; (45)
- (64) **"motor vehicle"** means a self-propelled vehicle with an engine capacity exceeding 100 cm<sup>3</sup>, used for conveying goods, and includes a truck-tractor, a tractor, a motor cycle or an autocycle, but does not include a dumper, a mobile hoist or an excavator; (52)
- (65) **"motor vehicle (articulated)"** means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (53)
- (66) **"motor vehicle (rigid)"** means a motor vehicle other than a motor vehicle (articulated); (54)
- (67) **"ordinary hours of work"** means the hours of work prescribed in clause 5 (1), but if by agreement between the employer and his employee the latter works a lesser number of hours, it means such shorter hours; (27)
- (68) **"overtime"** means that portion of any period worked by an employee in any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday or on a paid holiday, as defined; (58)
- (69) **"paid holiday"** means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Worker's Day, Republic Day, Day of the Vow and Christmas Day; (14)
- (70) **"piece-work"** means any system under which an employee's remuneration is based on the quantity of work done; (66)
- (71) **"plant attendant"** (Group J employee) means an employee who attends to and operates power-driven machinery in an establishment, including pumps, compressors, crushers, screens, conveyors, feeders, mixers, winches, blenders and chutes, and who is engaged in regulating the flow of material from one point to another on such plant or machinery or in watching such plant or machinery for interruptions or damage, and who may start and stop such plant or machinery, but who may not make any adjustments to or do any repairs on such plant or machinery; (34)
- (72) **"plant controller"** (Group D employee) means an employee responsible for the control of a sandwinning, crushing, screening or batching plant; (33)
- (73) **"plant operator"** (Group G employee) means an employee who is responsible for a section of the machinery used in the crushing, screening or batching plant; (32)
- (74) **"quarryman"** (Group A employee) means an employee who is in charge of the operations in a quarry (including blasting, drilling, excavating and loading) and of the employees engaged in such operations; (30)
- (75) **"section leader"** (Group D employee) means an employee who is directly in charge of employees in Groups E, F, G, H, I, J and K; (60)
- (76) **"security guard"** (Group I employee) means an employee who is engaged in one or more of the following duties:
- (a) Searching goods, vehicles or persons;
  - (b) supervising or controlling watchmen;
  - (c) controlling or reporting on the movement of persons or vehicles through check-points or gates;
- and who may also be required to perform any or all of the duties of a watchman; (61)
- (77) **"semi-trailer"** means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (41)
- (65) **"springstofwerker"** (werknemer Groep D) 'n werknemer wat skietwerk met springstowwe verrig en wat 'n "bevoegde persoon" is soos in die Wet op Myne en Bedrywe, 1956, beoog; (7)
- (66) **"stukwerk"** 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (70)
- (67) **"swaar motorvoertuie (gelede)"** 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (46)
- (68) **"swaar motorvoertuig (niegelede)"** 'n motorvoertuig (niegelede) waarvan die bruto voertuig-massa meer as 9 000 kg maar hoogstens 16 000 kg is; (47)
- (69) **"trekker"** 'n motorvoertuig wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om 'n vrag te dra nie; (82)
- (70) **"ultra swaar motorvoertuig"** 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 25 000 kg is; (85)
- (71) **"uurloon"** 'n werknemer se weekloon soos in subklousule (43) omskryf, gedeel deur sy gewone werkure in 'n week—sien subklousule (27); (48)
- (72) **"vergruiserbediener"** (werknemer Groep A) 'n werknemer wat in beheer is van die masjinerie waarmee klip vergruis of gesif word en wat beheer uitoefen oor die ander werknemers wat met sodanige masjinerie werk; (16)
- (73) **"voorman"** (werknemer Groep A) 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting, of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat aan 'n bestuurder verantwoordelik is daarvoor dat hulle hul pligte doeltreffend verrig; (30)
- (74) **"voorraaduitreiker"** (werknemer Groep I) 'n werknemer wat onder toesig goedere in voorraad by voorlegging van 'n skriftelike rekvisisie of bakrekordkaart uitreik; (80)
- (75) **"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; (84)
- (76) **"wag"** (werknemer Groep J) 'n werknemer, uitgesonderd 'n sekuriteitswag, wat enigeen of meer van die volgende pligte verrig:
- (a) Persele, geboue, strukture of ander vaste of roerende eiendom bewaak, beskerm of patrolleer;
  - (b) honde hanteer of beheer in die uitvoering van enigeen of meer van die pligte in (a) bedoel; (87)
- (77) **"week"**, met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van daardie werknemer gewoonlik val; (88)
- (78) **"werknemer Groep A"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- (a) Groefopsigter;
  - (b) vergruiserbediener;
  - (c) voorman; (35)
- (79) **"werknemer Groep B"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- (a) Assistentvoorman;
  - (b) kampongbestuurder; (36)

- (78) **"short time"** means a temporary reduction in the number of ordinary hours of work owing to the vagaries of the weather, slackness of trade, a shortage of railway trucks or raw materials, a breakdown of plant or machinery or a breakdown in the supply of electric power or because the buildings are unfit for use in danger of becoming unfit for use, or owing to riots, industrial unrest, sabotage or any other unforeseeable event beyond the control of the employer; (39)
- (79) **"storeman"** (Group E employee) means an employee who is in charge of stocks, incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store, warehouse or open stockyard or delivering goods from a store, warehouse or open stockyard to the consuming departments of an establishment or for despatch; (46)
- (80) **"stores issuer"** (Group I employee) means an employee who, under supervision, is engaged in issuing items of stores against presentation of a written requisition or bin card; (74)
- (81) **"tool clerk"** (Group H employee) means an employee who is engaged in receiving, checking, storing or issuing tools, equipment or spare parts; (26)
- (82) **"tractor"** means a motor vehicle designed or adapted primarily to draw other vehicles and not to carry a load; (69)
- (83) **"trailer"** means a vehicle which is not self-propelled and which is designed or adapted to be drawn by a motor vehicle, and includes a dolly; (63)
- (84) **"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; (75)
- (85) **"ultra heavy motor vehicle"** means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (70)
- (86) **"wage"** means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; but this proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; and "ordinary wage" and "weekly wage" have corresponding meanings; (43)
- (87) **"watchman"** (Group J employee) means an employee other than a security guard who is engaged in any one or more of the following duties:
- Guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property;
  - handling or controlling dogs in the performance of any one or more of the duties referred to in (a); (76)
- (88) **"week"**, in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls; (77)
- (89) **works clerk** (Group H employee) means an employee who, under general supervision, performs any one or more of the following duties:
- Assembling orders according to invoices or order forms for despatch;
  - counting, checking, mass-measuring or recording;
- (80) **"werknemer Groep C"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- Ambagsman;
  - assistentgroefopsigter;
  - assistentvergruiserbediener;
  - drywer van 'n ultra swaar motorvoertuig; (37)
- (81) **"werknemer Groep D"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- Drywer van 'n ekstra swaar motorvoertuig (gelede);
  - installasiekontroleur;
  - instrukteur;
  - seksieleier;
  - senior klerk;
  - springstofwerker; (38)
- (82) **"werknemer Groep E"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- Bediener van mobiele toerusting, Klas I;
  - drywer van 'n ekstra swaar motorvoertuig (nie gelede);
  - drywer van 'n swaar motorvoertuig (gelede);
  - graafmasjienbestuurder, Klas I;
  - klerk;
  - magasynman;
  - masjienfaktotum;
  - materiaaltoetser; (39)
- (83) **"werknemer Groep F"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- Bediener van mobiele toerusting, Klas II;
  - boufaktotum;
  - drywer van 'n medium motorvoertuig (gelede);
  - drywer van 'n swaar motorvoertuig (niegelede);
  - graafmasjienbestuurder, Klas II; (40)
- (84) **"werknemer Groep G"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- Bediener van mobiele toerusting, Klas III;
  - chauffeur;
  - drywer van 'n medium motorvoertuig (nie gelede);
  - installasiebediener;
  - laboratoriumassistent; (41)
- (85) **"werknemer Groep H"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- Ambagsman se assistent;
  - bedryfsklerk;
  - drywer van 'n ligte motorvoertuig;
  - gereedskapklerek;
  - indoena; (42)
- (86) **"werknemer Groep I"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- Bediener van 'n boor, Klas I;
  - eerstehulpordonnans;
  - ketelbediener;



- (c) interpreting or translating indigenous languages;
- (d) issuing permits, certificates of service or time cards or registering the engagement or discharge of employees;
- (e) keeping, filing or sorting time or wage cards;
- (f) making lists of production figures;
- (g) making out delivery notes or consignment notes;
- (h) stamping tickets;
- (i) supervising the despatch of goods;
- (j) taking telephone orders from clients or making out invoices. (13)

### 3. REMUNERATION

(1) **Minimum wages:** (a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b) en (c): Provided that a new employer as defined in clause 1 (4) may reduce such wages by not more than 10% during his second year of conducting business in the Industry, whereafter the full minimum wages specified in paragraphs (b) and (c) shall become payable and be paid.

- (d) onderbaas;
  - (e) sekuriteitswag;
  - (f) voorraaduitreiker; (43)
- (87) **"werknemer Groep J"** 'n werknemer wat in enigeen of meer van die volgende hoedanighede, soos omskryf, in diens is:
- (a) Assistant-eerstehulpordonnans;
  - (b) bediener van 'n boor, Klas II;
  - (c) installasieversorger;
  - (d) smeerder;
  - (e) wag; (44)
- (88) **"werknemer Groep K"** 'n werknemer wat as 'n algemene werker, soos omskryf, in diens is; (45)
- (89) **"wet"** ook die gemene reg. (52)

### 3. BESOLDIGING

(1) **Minimum lone:** (a) Die minimum lone wat 'n werkgever aan sy werknemer moet betaal, is soos in paragrawe (b) en (c) bepaal: Met dien verstande dat 'n nuwe werkgever soos in klousule 1 (4) omskryf, sodanige lone gedurende sy tweede bedryfsjaar in die Nywerheid met hoogstens 10% mag verminder, waarna die volle minimum lone bepaal in paragrawe (b) en (c), betaalbaar word en betaal moet word.

(b) *Employees, other than casual employees:*

|                                           | In the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Mitchells Plain, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Wellington, Westonaria, Wonderboom and Wynberg |            | In the Magisterial Districts of Bloemfontein, Camperdown, East London, Kimberley, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia, Welkom and Witbank |            | In the Magisterial Districts of Balfour, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, George, Harrismith, Heidelberg (Tvl), Highveld Ridge, Klip River, Kroonstad, Malmesbury, Middelburg (Tvl), Moorreesburg, Newcastle, Parys, Pietersburg, Rustenburg and Worcester |            | In all other areas                                                  |            |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------|------------|
|                                           | During the first 12 months after this Determination becomes binding                                                                                                                                                                                                                                                                                                                                                                                                              | Thereafter | During the first 12 months after this Determination becomes binding                                                                                                       | Thereafter | During the first 12 months after this Determination becomes binding                                                                                                                                                                                                          | Thereafter | During the first 12 months after this Determination becomes binding | Thereafter |
|                                           | Per week                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Per week   | Per week                                                                                                                                                                  | Per week   | Per week                                                                                                                                                                                                                                                                     | Per week   | Per week                                                            | Per week   |
|                                           | R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | R          | R                                                                                                                                                                         | R          | R                                                                                                                                                                                                                                                                            | R          | R                                                                   | R          |
| Group A employee .....                    | 347,30                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 381,80     | 301,30                                                                                                                                                                    | 331,66     | 268,18                                                                                                                                                                                                                                                                       | 294,86     | 236,44                                                              | 259,90     |
| Group B employee .....                    | 319,70                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 351,44     | 276,92                                                                                                                                                                    | 304,52     | 246,10                                                                                                                                                                                                                                                                       | 270,94     | 217,58                                                              | 239,20     |
| Group C employee .....                    | 292,10                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 321,08     | 253,46                                                                                                                                                                    | 278,76     | 225,40                                                                                                                                                                                                                                                                       | 247,94     | 199,18                                                              | 218,96     |
| Group D employee .....                    | 271,40                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 298,54     | 235,52                                                                                                                                                                    | 258,98     | 209,30                                                                                                                                                                                                                                                                       | 230,46     | 184,92                                                              | 203,32     |
| Group E employee excluding a clerk .....  | 250,70                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 275,54     | 217,58                                                                                                                                                                    | 239,20     | 193,66                                                                                                                                                                                                                                                                       | 212,98     | 171,12                                                              | 188,14     |
| Clerk—                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                                                                           |            |                                                                                                                                                                                                                                                                              |            |                                                                     |            |
| during the first year of experience ..... | 236,90                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 260,36     | 206,08                                                                                                                                                                    | 226,78     | 183,54                                                                                                                                                                                                                                                                       | 201,94     | 161,46                                                              | 177,56     |
| thereafter .....                          | 250,70                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 275,54     | 217,58                                                                                                                                                                    | 239,20     | 193,66                                                                                                                                                                                                                                                                       | 212,98     | 171,12                                                              | 188,14     |
| Group F employee .....                    | 230,00                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 253,00     | 200,10                                                                                                                                                                    | 220,34     | 178,02                                                                                                                                                                                                                                                                       | 195,96     | 156,40                                                              | 172,04     |
| Group G employee .....                    | 209,30                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 230,00     | 182,16                                                                                                                                                                    | 200,56     | 161,92                                                                                                                                                                                                                                                                       | 178,02     | 142,60                                                              | 156,86     |
| Group H employee .....                    | 188,60                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 207,46     | 164,22                                                                                                                                                                    | 180,78     | 145,36                                                                                                                                                                                                                                                                       | 160,08     | 128,80                                                              | 141,68     |
| Group I employee (see footnote*) .....    | 167,90                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 184,46     | 146,28                                                                                                                                                                    | 161,00     | 129,72                                                                                                                                                                                                                                                                       | 142,60     | 114,54                                                              | 126,04     |
| Group J employee (see footnote*) .....    | 150,88                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 165,60     | 131,10                                                                                                                                                                    | 144,44     | 116,38                                                                                                                                                                                                                                                                       | 127,88     | 102,58                                                              | 112,70     |
| Group K employee (see footnote**) .....   | 133,40                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 146,74     | 115,92                                                                                                                                                                    | 127,42     | 103,50                                                                                                                                                                                                                                                                       | 114,08     | 91,08                                                               | 100,28     |

\* The wage prescribed for an induna, a security guard or a watchman must be increased by 25% where such an employee's ordinary hours of work exceed 48 in a week.

\*\* The wage prescribed for a Group K employee may be reduced by not more than 10% during the first six months of his employment with the same employer.



(b) *Werknemers, uitgesonderd los werknemers:*

|                                               | In die landdrostrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuilsrivier, Mitchells Plain, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simonstad, Somerset-Wes, Springs, Stellenbosch, Strand, Uitenhage, Vanderbijlpark, Vereeniging, Wellington, Westonaria, Wonderboom en Wynberg |          | In die landdrostrikte Bloemfontein, Camperdown, Kimberley, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom en Witbank |          | In die landdrostrikte Balfour, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, George, Harri-smith, Heidelberg (Tvl.), Hoëveldrif, Kliprivier, Kroonstad, Malmesbury, Middelburg (Tvl.), Moorreesburg, Newcastle, Parys, Pietersburg, Rustenburg en Worcester |          | In alle ander gebiede                                                 |          |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------|----------|
|                                               | Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word                                                                                                                                                                                                                                                                                                                                                                                             | Daarna   | Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word                                                                                         | Daarna   | Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word                                                                                                                                                                                            | Daarna   | Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word | Daarna   |
|                                               | Per week                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Per week | Per week                                                                                                                                                      | Per week | Per week                                                                                                                                                                                                                                                         | Per week | Per week                                                              | Per week |
|                                               | R                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | R        | R                                                                                                                                                             | R        | R                                                                                                                                                                                                                                                                | R        | R                                                                     | R        |
| Werknemer Groep A.....                        | 347,30                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 381,80   | 301,30                                                                                                                                                        | 331,66   | 268,18                                                                                                                                                                                                                                                           | 294,86   | 236,44                                                                | 259,90   |
| Werknemer Groep B.....                        | 319,70                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 351,44   | 276,92                                                                                                                                                        | 304,52   | 246,10                                                                                                                                                                                                                                                           | 270,94   | 217,58                                                                | 239,20   |
| Werknemer Groep C.....                        | 292,10                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 321,08   | 253,46                                                                                                                                                        | 278,76   | 225,40                                                                                                                                                                                                                                                           | 247,94   | 199,18                                                                | 218,96   |
| Werknemer Groep D.....                        | 271,40                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 298,54   | 235,52                                                                                                                                                        | 258,98   | 209,30                                                                                                                                                                                                                                                           | 230,46   | 184,92                                                                | 203,32   |
| Werknemer Groep E, uitgesonderd 'n klerk..... | 250,70                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 275,54   | 217,58                                                                                                                                                        | 239,20   | 193,66                                                                                                                                                                                                                                                           | 212,98   | 171,12                                                                | 188,14   |
| Klerk —                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |                                                                                                                                                               |          |                                                                                                                                                                                                                                                                  |          |                                                                       |          |
| gedurende die eerste jaar ondervinding.....   | 236,90                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 260,36   | 206,08                                                                                                                                                        | 226,78   | 183,54                                                                                                                                                                                                                                                           | 201,94   | 161,46                                                                | 177,56   |
| —daarna.....                                  | 250,70                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 275,54   | 217,58                                                                                                                                                        | 239,20   | 193,66                                                                                                                                                                                                                                                           | 212,98   | 171,12                                                                | 188,14   |
| Werknemer Groep F.....                        | 230,00                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 253,00   | 200,10                                                                                                                                                        | 220,34   | 178,02                                                                                                                                                                                                                                                           | 195,96   | 156,40                                                                | 172,04   |
| Werknemer Groep G.....                        | 209,30                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 230,00   | 182,16                                                                                                                                                        | 200,56   | 161,92                                                                                                                                                                                                                                                           | 178,02   | 142,60                                                                | 156,86   |
| Werknemer Groep H.....                        | 188,60                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 207,46   | 164,22                                                                                                                                                        | 180,78   | 145,36                                                                                                                                                                                                                                                           | 160,08   | 128,80                                                                | 141,68   |
| Werknemer Groep I (kyk voetnoot*)             | 167,90                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 184,46   | 146,28                                                                                                                                                        | 161,00   | 129,72                                                                                                                                                                                                                                                           | 142,60   | 114,54                                                                | 126,04   |
| Werknemer Groep J (kyk voetnoot *)            | 150,88                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 165,60   | 131,10                                                                                                                                                        | 144,44   | 116,38                                                                                                                                                                                                                                                           | 127,88   | 102,58                                                                | 112,70   |
| Werknemer Groep K (kyk voetnoot **)           | 133,40                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 146,74   | 115,92                                                                                                                                                        | 127,42   | 103,50                                                                                                                                                                                                                                                           | 114,08   | 91,08                                                                 | 100,28   |

\* Die loon wat vir 'n intoena, sekuriteitswag of wag voorgeskryf word, moet met 25% verhoog word waar so 'n werknemer se gewone werkure meer as 48 uur in 'n week is.

\*\* Die loon wat vir 'n werknemer Groep K voorgeskryf word, mag met hoogstens 10% verminder word gedurende die eerste ses maande van sy diens by dieselfde werkgever.

(c) *Casual employees*: Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (b), read with subclause (4) and clause 2 (48), for a full-time employee who in the same area performs the same class of work as the casual employee is required to do, plus 15%, or not less than the hourly wage actually being paid to such full-time employee, whichever is the greater amount: Provided that—

(i) for the purposes of this paragraph the expression "such full-time employee" means the employee in the employer's full-time employ who is performing the particular class of work at the lowest wage rate;

(ii) where the employer requires the casual employee—

(aa) to perform the work of a clerk, the expression "hourly wage" shall mean the hourly wage payable to a clerk with more than a year's experience;

(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, subject to the proviso to subclause (1) (a) and the second footnote to the wage schedule in subclause (1) (b), and save as provided in clauses 4 (6) and 12 (4), he shall be paid in respect of a week not less than the full weekly wage prescribed for an employee of his class in the area in which he works, read with the definition of "wage" in clause 2, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

(3) **Differential wage**: An employer who required 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 wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee, in respect of that day, not less than the daily wage calculated at the higher rate: Provided that unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) **Calculation of wages**: The hourly, daily or monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

(5) **Transport expenses and allowances**: In addition to paying any other remuneration due to—

(a) an employee who uses his employer's motor vehicle or who is required to travel by train or by any means of conveyance other than his own in the performance of his duties, his employer shall reimburse him all reasonable expenses incurred by him in connection with such transport, and for the purposes of this subclause the cost of overnight garaging of a motor vehicle shall be deemed to be a transport expense;

(c) *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 subklousule (4) en klousule 2 (71), voorgeskryf word vir 'n voltydse werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 15%, of minstens die uurloon wat werklik aan die voltydse werknemer betaal word, watter bedrag ook al die grootste is: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "die voltydse werknemer" die werknemer in die werkgewer se voltydse diens beteken wat die betrokke klas werk teen die laagste loon verrig;

(ii) waar die werkgewer van die los werknemer vereis—

(aa) om die werk van 'n klerk te verrig, die uitdrukking "uurloon" die uurloon beteken wat betaalbaar is aan 'n klerk met meer as 'n jaar ondervinding;

(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 die voorbehoudsbepaling van subklousule (1) (a) en die tweede voetnoot van die loontabel in subklousule (1) (b) en behoudens klousules 4 (6) en 12 (4), moet hy ten opsigte van 'n week minstens die volle weekloon betaal word wat, gelees met die omskrywing van "loon" in klousule 2, 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**: 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur op enige dag óf benewens sy eie werk óf in die plek daarvan werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas by subklousule (1) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon bereken teen die hoër tarief,

betaal: Met dien verstande dat tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling 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) **Loonberekening**: Die uurloon, dagloon of maandloon van 'n werknemer moet bereken word soos aangedui in die omskrywings van hierdie uitdrukkings in klousule 2.

(5) **Vervoeruitgawes en toelaes**: Benewens die betaling van enige ander besoldiging verskuldig aan—

(a) 'n werknemer wat van sy werkgewer se motorvoertuig gebruik maak, of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, in die uitvoering van sy pligte, moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die oornagstalling van 'n motorvoertuig geag 'n vervoeruitgawe te wees;



(b) an employee who is required to provide a motor vehicle for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—

- (i) 47 cents if the engine capacity of the vehicle does not exceed 1 300 cm<sup>3</sup>;
- (ii) 53 cents if the engine capacity of the vehicle exceeds 1 300 cm<sup>3</sup> but not 1 800 cm<sup>3</sup>;
- (iii) 60 cents if the engine capacity of the vehicle exceeds 1 800 cm<sup>3</sup> but not 2 500 cm<sup>3</sup>;
- (iv) 73 cents if the engine capacity of the vehicle exceeds 2 500 cm<sup>3</sup>.

(6) **Subsistence expenses and allowances:** (a) In addition to the payment of any other remuneration due to an employee who, in the performance of his duties, is absent from his ordinary place of residence and the employer's establishment, an employer shall, in the case of—

- (i) **a driver**—pay him a subsistence allowance of not less than R5 per night and R4,50 per mealtime, not exceeding three per day, where such absence extends over one or more nights: Provided that where the employer provides a bed the first allowance may be reduced by not more than R1 per night;
- (ii) **an employee accompanying a driver**—pay him a subsistence allowance of not less than R2,50 per night and R4,50 per mealtime, not exceeding three per day, where such absence extends over one or more nights;
- (iii) **a Group A, B, C or D employee (other than a driver)**—
  - (aa) reimburse him for all reasonable expenses incurred for meals, tea, coffee, or similar beverages where such absence exceeds six consecutive hours, but does not extend over a night; or
  - (ab) reimburse him for all reasonable expenses incurred for accommodation, meals, tea, coffee or similar beverages, or pay him a subsistence allowance of not less than R45 per night, whichever is the greater amount, where such absence extends over one or more nights;

(iv) **any other employee**—

- (aa) reimburse him for all reasonable expenses incurred for meals, tea, coffee or similar beverages where such absence exceeds six consecutive hours but does not extend over a night; or
- (ab) reimburse him for all reasonable expenses incurred for accommodation, meals, tea, coffee or similar beverages, or pay him a subsistence allowance of not less than R30 per night, whichever is the greater amount, where such absence extends over one or more nights.

(b) For the purposes of this subclause the expression "night" means the period from 23:00 to 04:00:

(c) This subclause shall not apply to an employee while he spends a spell or period of employment away from his ordinary place of residence and the employer's establishment and is accommodated in quarters provided to him by his employer, free of charge, at or in the vicinity of the work-site.

(b) 'n werknemer van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgever hom vir elke kilometer wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—

- (i) 47 sent indien die enjinkapasiteit van die voertuig hoogstens 1 300 cm<sup>3</sup> is;
- (ii) 53 sent indien die enjinkapasiteit van die voertuig meer as 1 300 cm<sup>3</sup> maar hoogstens 1 800 cm<sup>3</sup> is;
- (iii) 60 sent indien die enjinkapasiteit van die voertuig meer as 1 800 cm<sup>3</sup> maar hoogstens 2 500 cm<sup>3</sup> is;
- (iv) 73 sent indien die enjinkapasiteit van die voertuig meer as 2 500 cm<sup>3</sup> is.

(6) **Onderhoudsuitgawes en -toelae:** (a) Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat in die uitvoering van sy pligte van sy gewone woonplek en die werkgever se bedryfsinrigting afwesig is, moet 'n werkgever, in die geval van—

- (i) **'n drywer**—hom 'n onderhoudstoelae betaal van minstens R5 per nag en R4,50 per maaltyd, hoogstens drie per dag, waar sodanige afwesigheid oor een of meer nagte strek: Met dien verstande dat waar die werkgever 'n bed verskaf, die eerste toelae met hoogstens R1 per nag verminder kan word;
- (ii) **'n werkgever wat 'n drywer vergesel**—hom 'n onderhoudstoelae betaal van minstens R2,50 per nag en R4,50 per maaltyd, hoogstens drie per dag, waar sodanige afwesigheid oor een of meer nagte strek;
- (iii) **'n werknemer Groep A, B, C of D (uitgesonderd 'n drywer)**—
  - (aa) hom vergoed vir alle redelike uitgawes aangegaan vir etes, tee, koffie of soortgelyke drankke, waar sodanige afwesigheid langer as ses agtereenvolgende uur duur maar nie oor 'n nag strek nie; of
  - (ab) hom vergoed vir alle redelike uitgawes aangegaan vir verblyf, etes, tee, koffie of soortgelyke drankke, of hom 'n onderhoudstoelae van minstens R45 per nag betaal, watter bedrag ook al die grootste is, waar sodanige afwesigheid oor een of meer nagte strek;

(iv) **enige ander werknemer**—

- (aa) hom vergoed vir alle redelike uitgawes aangegaan vir etes, tee, koffie of soortgelyke drankke, waar sodanige afwesigheid langer as ses agtereenvolgende uur duur maar nie oor 'n nag strek nie; of
- (ab) hom vergoed vir alle redelike uitgawes aangegaan vir verblyf, etes, tee, koffie of soortgelyke drankke, of hom 'n onderhoudstoelae van minstens R30 per nag betaal, watter bedrag ook al die grootste is, waar sodanige afwesigheid oor een of meer nagte strek.

(b) By die toepassing van hierdie subklousule beteken die uitdrukking "nag" die tydperk van 23:00 tot 04:00.

(c) Hierdie subklousule is nie van toepassing nie op 'n werknemer terwyl hy 'n diensbeurt of tydperk van diens weg van sy gewone woonplek en die werkgever se bedryfsinrigting af deurbring en gehuisves word in kwartiere wat gratis deur sy werkgever aan hom verskaf word by of in die omgewing van die werkterrein.

**(7) Payment of transport and subsistence expenses and allowances:** An employer shall pay any allowances payable to an employee in terms of subclauses (5) and (6) within seven days of the employee's written claim therefor: Provided that the employee shall submit his claim within one month of entitlement and shall not submit more than one claim in any one week.

#### 4. PAYMENT OF REMUNERATION

**(1) Employees other than casual employees:** Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, fortnightly or monthly, or, with the consent of the employee, by cheque, during the hours of work or within 15 minutes of ceasing work on the usual pay-day, of the establishment for such employee or 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 payroll and his class;
- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee in that period;
- (e) the number of overtime hours worked by the employee in that period;
- (f) the number of hours worked by the employee on a Sunday or a paid holiday, as defined;
- (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—

- (i) the particulars prescribed above may be recorded on such envelope or container or in such statement in code, which shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;
- (ii) at the 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 who is excluded from the hours of work provisions in terms of clause 5 (7) (a).

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

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

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

**(7) Betaling van vervoer- en onderhoudsuitgawes en -toelaes:** 'n Werkgewer moet enige toelaes wat ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar is, binne sewe dae nadat die werknemer dit skriftelik geëis het, aan hom betaal: Met dien verstande dat die werknemer sy eis binne een maand nadat hy daarop geregtig geword het, moet indien en dat hy nie meer as een eis in 'n week mag indien nie.

#### 4. BETALING VAN BESOLDIGING

**(1) Werknemers, uitgesonderd los werknemers:** Behoudens klousule 6 (4) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, twee-weekliks of maandeliks in kontant of, met die toestemming van die werknemer, per tjek betaal word gedurende die werkure of binne 15 minute nadat daar opgehou werk is 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 verseëelde 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 in daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer in daardie tyd oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag, soos omskryf, 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—

- (i) die besonderhede hierbo voorgeskryf, in kodevorm op sodanige koevert of houer of in sodanige staat aange-teken kan word, welke kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of in 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat daardeur geraak word;
- (ii) op die werknemer se skriftelike versoek, die bedrag aan hom verskuldig, gestort kan word in sy bouvereniging- of bankrekening deur sy werkgewer, wat egter voornoemde staat aan hom moet oorhandig;
- (iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie verstrekkend hoeft te word nie ten opsigte van 'n werknemer wat ingevolge klousule 5 (7) (a) van die werk-urebepalings uitgesluit is.

**(2) Los werknemers:** 'n Werkgewer 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 werk-gewer, hetsy regstreeks of onregstreeks, aangeneem word ten opsigte van die indiensneming of opleiding van daardie werknemer nie.

**(4) Koop van goedere:** 'n Werkgewer 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) **Accommodation, meals or 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 or 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 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 a slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;
  - (iii) no deduction shall be made in the case of short time owing to the vagaries of the weather or a breakdown of plant or machinery or because the buildings are unfit for use or are in danger of becoming unfit for use, 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;

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

(6) **Aftrekkings:** 'n Werkgewer mag sy werknemer geen boetes oplê of geen bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

- (a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, sieke-, mediese, versekerings-, spaar-, voorsorg- of pensioenfonds of ten opsigte van ledegeld aan 'n vakvereniging;
- (b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer 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 werkgewer by wet of kragtens 'n bevel van 'n bevoegde hof moet of kan aftrek;
- (d) wanneer daar by wet van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene van sy werkgewer 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 rantsoene ..... | 4,50     | 19,50     |

- (e) wanneer die gewone werkure weens korttyd verminder word, 'n bedrag van hoogstens die 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 weens 'n handelslapse of 'n tekort aan grondstowwe afgetrek word nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
  - (iii) geen bedrag ten opsigte van die eerste uur waarin daar nie gewerk word nie, afgetrek word nie in die geval van korttyd weens die wisselvalligheid van die weer of die onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om onbruikbaar te word, 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) 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 accommodation is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);
- (g) with the written consent of an employee, a deduction, in one or more instalments, towards the repayment of any amount loaned or advanced to him by the employer: Provided that—
  - (i) any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned;
  - (ii) no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e);
  - (iii) provisos (i) and (ii) shall not apply where the contract of employment is terminated.

##### 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;
- (b) an **induna, a security guard or a watchman**—
  - (i) 60 in any week; 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 employee**—
  - (i) 46 in any week from Monday to Saturday, inclusive; and
  - (ii) subject to subparagraph (i), in the case of an employee who normally works on—
    - (aa) not more than five days in a week, nine and a quarter on any day;
    - (ab) more than five days in a week, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half.

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

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

- (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 word geheel of gedeeltelik uit fondse vir daardie doel voorgesket deur die Staat of 'n liggaam bedoel in subparagraaf (i);
- (g) met die skriftelike toestemming van 'n werknemer, 'n bedrag, in een of meer paalemente, ter terugbetaling van enige bedrag wat die werkgewer aan hom geleen of voorgesket het: Met dien verstande dat—
  - (i) so 'n aftrekking hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is;
  - (ii) geen sodanige bedrag afgetrek mag word nie ten opsigte van enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder word;
  - (iii) voorbehoudsbepalings (i) en (ii) nie van toepassing is nie waar die dienskontrak beëindig 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;
- (b) 'n **indoena, 'n sekuriteitswag of 'n wag**—
  - (i) 60 in 'n week; 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 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) 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—

- (a) sodanige pouse by skriftelike onderlinge ooreenkoms tussen 'n werkgewer en sy werknemers 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) if such interval is longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;
- (d) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
- (e) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
- (f) a driver who during his meal interval does no work other than being or remaining in charge of the vehicle shall for the purposes of this subclause be deemed not to have worked during such interval;
- (g) such interval need not be granted to a boiler attendant during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited by any law.

**(3) Rest intervals:** An employer shall grant to each of his employees a rest interval of not less than 10 minutes as near as practicable to the middle of each first work period and second work period of the day, during which interval such employee shall not be required or permitted to perform any work, and such intervals 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 other than in accordance with an agreement concluded by him with the employee, and such overtime shall not exceed, in the case of—

- (a) a casual employee, three hours on any day;
- (b) an induna, a security guard or a watchman, 12 hours in any week;
- (c) any other class of employee—
  - (i) who does not ordinarily work on Saturdays, three hours on any workday, five hours on any Saturday and 10 hours in any week;
  - (ii) who ordinarily works on Saturdays, three hours on any workday and 10 hours in any week:

Provided that the limitations contained in paragraph (c) shall not apply to a driver or an employee accompanying him or providing assistance on the motor vehicle when the vehicle is driven over a distance of more than 480 km in one direction from the point of departure to the destination. In that event the ordinary hours of work of such vehicle staff plus any overtime worked shall not exceed 14 hours in respect of any such employee on any day.

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

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

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

(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 oortyd gewerk, van 'n werkgewer vereis word om 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort kan word;

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

(g) sodanige pouse nie aan 'n ketelbediener gedurende sy gewone werkure in enige skof toegestaan hoef te word nie, indien aan hom gedurende sodanige ure die geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit by enige wet verbied word.

**(3) Ruspouses:** 'n Werkgewer moet, so na doenlik aan die middel van elke eerste werktydperk en tweede werktydperk van die dag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan, gedurende welke pouse daar nie van sodanige werknemer vereis mag word of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouses 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 en mits sodanige oortyd hoogstens die volgende is: In die geval van—

- (a) 'n los werknemer, drie uur op 'n dag;
- (b) 'n indoeana, 'n sekuriteitswag of 'n wag, 12 uur in 'n week;
- (c) enige ander klas werknemer—
  - (i) wat gewoonlik nie op Saterdag werk nie, drie uur op 'n werkdag, vyf uur op 'n Saterdag en 10 uur in 'n week;
  - (ii) wat gewoonlik op Saterdag werk, drie uur op 'n werkdag en 10 uur in 'n week:

Met dien verstande dat die beperkings vervat in paragraaf (c) nie van toepassing is nie op 'n drywer of 'n werknemer wat hom vergesel of hulp verleen op die motorvoertuig wanneer die voertuig 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt tot by die bestemming aflê. In so 'n geval mag die gewone werkure van sodanige voertuigpersoneel plus enige oortyd wat gewerk is, hoogstens 14 uur ten opsigte van enige sodanige werknemer op 'n dag wees.

**(6) Betaling vir oortyd:** (a) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, betaal teen 'n tarief van minstens—

- (i) een en 'n derde maal sy uurloon ten opsigte van die totale tydperk van hoogstens 10 uur in 'n week aldus deur die werknemer gewerk;
- (ii) een en 'n half maal sy uurloon ten opsigte van die ure meer as 10 uur in 'n week aldus deur sodanige werknemer gewerk.

(b) 'n Werkgewer moet 'n **los werknemer** wat oortyd werk, betaal teen 'n tarief van minstens een en 'n derde maal sy uurloon ten opsigte van die tydperk aldus op 'n dag gewerk.

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

- (i) a compound manager;
- (ii) any other class of employee who receives 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.

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

(c) Subclause (3) shall not apply to a boiler attendant, a chauffeur, a driver or an employee who accompanies a driver.

(d) Subclauses (2) and (3) shall not apply to a security guard or a watchman: Provided that if such an employee is allowed a meal interval, the time taken up by such interval shall, for the purposes of subclause (1), be regarded as time worked by him.

**6. ANNUAL LEAVE**

(1) (a) Subject to subclause (2), 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:

- (i) In the case of an induna, a security guard or a watchman whose ordinary hours of work **exceed** 48 in a week and who normally works on—

(aa) not more than five days in a week, 20 consecutive workdays;

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

- (ii) in the case of an induna, a security guard or a watchman whose ordinary hours of work **do not exceed** 48 in a week and who normally works on—

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

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

- (iii) in the case of any other employee who normally works on—

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

(ab) more than five days in a week, 18 consecutive workdays.

(b) The employer shall pay the employee in respect of such leave, in the case of an employee referred to in paragraph (a) (i), an amount of not less than four times and, in the case of an employee referred to in paragraph (a) (ii) or (iii), an amount of not less than three times the weekly wage the employee was receiving immediately prior to the date on which the leave commenced:

Provided that an employee who before paragraph (a) (ii) first became binding on 26 October 1987 had become entitled to a longer period of annual leave than is prescribed therein, shall retain the right to such leave while employed by that same employer.

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

- (a) if such leave has not been granted earlier, it shall, save as provided in subclause (3), 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 the employee have

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

- (i) 'n kampongbestuurder;
- (ii) enige ander klas werknemer wat 'n gereelde jaarlikse loon ontvang van minstens die besoldiging wat bepaal is in 'n bestaande vrystelling gepubliseer kragtens artikel 34 (1) van die Wet op Basiese Diensvoorwaardes, 1983 (Wet No. 3 van 1983), vir die gebied waarin hy werksaam is.

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

(c) Subklousule (3) is nie op 'n chauffeur, 'n ketelbediener, 'n drywer of 'n werknemer wat 'n drywer vergesel, van toepassing nie.

(d) 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, by die toepassing van subklousule (1) beskou word as tyd wat hy gewerk het.

**6. JAARLIKSE VERLOF**

(1) (a) Behoudens subklousule (2), 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:

- (i) In die geval van 'n indoeana, 'n sekuriteitswag of 'n wag wie se gewone werkure 48 in 'n week te bowe gaan en wat gewoonlik op—

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

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

- (ii) in die geval van 'n indoeana, 'n sekuriteitswag of 'n wag wie se gewone werkure **nie** 48 in 'n week **te bowe gaan nie** en wat gewoonlik op—

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

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

- (iii) in die geval van enige ander werknemer wat gewoonlik op—

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

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

(b) Die werkgewer moet die werknemer ten opsigte van sodanige verlof soos volg betaal: In die geval van 'n werknemer in paragraaf (a) (i) bedoel, 'n bedrag van minstens vier maal en, in die geval van 'n werknemer in paragraaf (a) (ii) of (iii) bedoel, 'n bedrag van minstens drie maal die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat 'n werknemer wat voordat paragraaf (a) (ii) die eerste keer op 26 Oktober 1987 bindend geword het, geregtig geword het op 'n langer tydperk van jaarlikse verlof as wat daarin voorgeskryf word, die reg op sodanige verlof behou terwyl hy by dieselfde werkgewer in diens is.

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

- (a) indien sodanige verlof nie eerder toegestaan is nie, dit, behoudens subklousule (3), 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 werkgewer en die werknemer voor die



agreed thereto in writing before the expiry of the said period of four months, the employer shall grant such leave to the employee and the employee shall take such leave as from a date not later than two months after the expiry 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 of 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 the latter's written request during the period of employment to which the annual leave relates.

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

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

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

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

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclauses (3) and (8), shall be paid not later than the last workday before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiry of the leave.

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

(a) subclause (1) (a) (ii) or (iii), one fourth; and

(b) subclause (1) (a) (i), one third,

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 (2);

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

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

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

verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan en die werknemer sodanige verlof moet neem vanaf 'n datum uiterlik twee maaande 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 van 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 werkgewer 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.

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

(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 werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na die verstryking van die verloftydperk bewaar.

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousules (3) en (8), moet betaal word uiterlik op die laaste werkdag voor die ontvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, uiterlik op die eerste betaaldag na die verstryking van die verlof.

(5) Aan 'n werknemer wie se diens gedurende 'n dienstertmyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van daardie termyn opgeloopt het en geneem is, moet daar by sodanige diensbeëindiging en benewens enige ander besoldiging wat aan hom verskuldig is, ten opsigte van elke voltooide maand van sodanige dienstertmyn 'n bedrag betaal word van minstens, in die geval van 'n werknemer in—

(a) subklousule (1) (a) (ii) of (iii) bedoel, een kwart; en

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

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

(i) 'n werkgewer 'n eweredige bedrag kan aftrek ten opsigte van enige tydperk van verlof aan 'n werknemer toegestaan kragtens voorbehoudsbepaling (c) van subklousule (2);

(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 bedrag opgeloopte verlofgeld bo die bedrag wat hy in plaas van kennisgewing aan sy werkgewer moet betaal, tensy—

(aa) die werkgewer van sodanige kennisgewing afsien of die werknemer die werkgewer 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.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclauses (2) (c) and (3), and whose employment terminates before such leave has been granted and taken, and with due regard to subclause (7), shall upon such termination be paid the amount he would have received, in respect of the leave, had the leave been granted to and taken by him as at the date of the termination.

(7) For the purposes of this clause—

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

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

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

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

(aa) on leave in terms of this clause;

(ab) on sick leave in terms of clause 7 (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 not being in breach of the contract of employment; and

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

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

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

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

(8) (a) Notwithstanding anything to the contrary 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 shall remunerate his employee in terms of subclause (1) or in terms of paragraph (c) hereof, as the case may be.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousules (2) (c) en (3), en wie se diens eindig voordat sodanige verlof toegestaan en geneem is, moet, met behoorlike inagneming van subklousule (7), 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.

(7) 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 wat aldus gewerk is;

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

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

(ii) enige tydperk van altesaam hoogstens 15 weke in '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 werkgewer;

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

(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 een tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

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

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

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

(8) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer 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 (1) of ingevolge paragraaf (c) hiervan, na gelang van die geval, besoldig.



(b) Whenever a paid holiday, as defined, falls on a day which would otherwise have been a workday for an employee and such paid holiday falls within the closed or suspension period referred to in paragraph (a), another workday shall be added to the said closed or suspension period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

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

## 7. SICK LEAVE

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

- (a) an employee who normally works on not more than five days in a week, not less than 30 workdays; and
- (b) any other employee, not less than 36 workdays;

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 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 any week, one workday in respect of each completed period of five weeks of employment and, in the case of any other employee, one workday in respect of each completed month of employment;
- (ii) if in the first cycle of 36 months of employment an employee is absent owing to incapacity for longer than the number of days of paid sick leave to which he is entitled at the time in terms of subparagraph (i), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken; if however, he has not previously done so, the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wage for the full period of his incapacity, up to a maximum of 30 workdays or 36 workdays, as the case may be, and such payment shall be effected at the rate of the employee's wage at the commencement of his incapacity: Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of his incapacity, but not exceeding payment at a rate of more than one workday's wage for each completed period of five weeks of employment if the employee worked on not more than five days in a week, or more than one workday's wage for each completed month of employment if he worked on more than five days in a week, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his incapacity;

(b) Wanneer 'n betaalde vakansiedag, soos omskryf, 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 bedryfs-inrigting of bedrywigheid waarin hy werkzaam 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 (5) 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, in die geval van—

- (a) 'n werknemer wat gewoonlik op hoogstens vyf dae in 'n week werk, minstens 30 werkdae; en
- (b) enige ander werknemer, minstens 36 werkdae,

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy die werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer gedurende die eerste tydkring van 36 maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat nie 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 maande diens weens ongeskiktheid langer afwesig is as die getal dae betaalde siekteverlof waarop hy op daardie tydperk 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; indien die werkgever dit nie reeds gedoen het nie, moet hy egter by die verstryking van die eerste tydkring van 36 maande diens aan die werknemer 'n bedrag betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling van tevore gedoen is en die werknemer se loon vir die volle tydperk van sy ongeskiktheid, tot 'n maksimum van 30 werkdae of 36 werkdae, na gelang van die geval, en sodanige betaling moet gedoen word teen die tarief van die werknemer se loon by die aanvang van sy ongeskiktheid: Met dien verstande voorts dat waar die dienskontrak voor die verstryking van genoemde eerste tydkring eindig, die werknemer daarop geregtig is om van sy werkgever die betaling te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat reeds ontvang is en die loon vir die volle tydperk van sy ongeskiktheid, maar nie betaling nie teen 'n tarief van meer as een werkdag se loon vir elke voltooide tydperk van vyf weke diens indien die werknemer op hoogstens vyf dae in 'n week gewerk het, of van meer as een werkdag se loon vir elke voltooide maand diens indien hy op meer as vyf dae in 'n week gewerk het, 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) where an employer is required by any law to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

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

(2) An employer may, as a 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 workdays; or

(b) on the workday immediately preceding or the workday immediately succeeding a Sunday or a paid holiday as defined,

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, during any period of eight weeks, received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the next eight weeks require him to produce such a certificate in respect of any period of absence from work.

(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 more than four months of such service in any period of 12 months' employment; 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;

(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.

(iii) waar 'n werkgever 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 die werknemer se gemiddelde besoldiging vir die 13 weke wat die aanvang van die siekteverlof voorafgaan of, indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat aldus gewerk is.

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

(a) van langer as twee agtereenvolgende werkdag; of

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

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 gedurende 'n tydperk van agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die daaropvolgende agt weke van hom kan vereis om so 'n sertifikaat ten opsigte van enige tydperk van afwesigheid van sy werk voor te lê.

(3) By die toepassing van hierdie klousule—

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

(i) Enige tydperk van altesaam hoogstens 30 weke in 'n tydkring van 36 maande 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 werkgever;

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

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

(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 werkgever 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) beteken **"ongeskiktheid"** onvermoë om te werk weens enige siekte of besering, behalwe 'n 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) 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 workday for the employee, his employer shall pay him in respect of that day an amount equal to at least his daily wage.

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

- (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.

**(3) Whenever an employee works for a period which falls—**

- (a) partly on a paid holiday and partly on a Sunday; or
- (b) partly on a paid holiday and partly on an ordinary workday; or
- (c) partly on a Sunday and partly on an ordinary workday,

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

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

- (a) op 'n werknemer op wie se skriftelike versoek 'n werkgever 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 werkgever 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 werkgever 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 werkgever 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 sy werkgever 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 werkgever 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 nie, moet sy werkgever 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 sodanige Sondag werk, en moet sy werkgever aan hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte van sodanige verlof 'n bedrag van minstens sy dagloon betaal.

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

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

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

**(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 a full-time 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 clerk, the expression "hourly wage" shall mean the hourly wage of a clerk with at least a year's experience;
- (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).

#### 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 wage and rates referred to in paragraph (a) or he may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself, or on his behalf, setting out the said particulars.

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

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

#### 10. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (1) employ any person under the age of 15 years;
- (2) require or permit any pregnant employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

**(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 volttydse 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 van 'n klerk te verrig, die uitdrukking "uurloon" die uurloon vir 'n klerk met minstens 'n jaar ondervinding beteken;
- (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 42 (2) uiteengesit.

**(6) Voorbehoudsbepaling:** Behalwe subklousule (1) (a), is hierdie klousule nie op 'n werknemer bedoel in klousule 5 (7) (a) 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 loon en tariewe bedoel in paragraaf (a) 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 besonderhede uiteengesit is.

**(3)** 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat nie om enige werk vir hom te onderneem uitsluitlik op die grondslag van die hoeveelheid werk verrig. Enige bedrag wat ingevolge paragraaf (a) vir stukwerk aan 'n werknemer betaal moet word, is afgesien 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)** 'n Werkgever 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 voorname gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, in welke geval die werkgever nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis mag gee nie: Met dien verstande voorts dat 'n werkgever nie aan 'n los werknemer kennis van sy voorname om 'n stukwerkstelsel in te voer, af te skaf of te wysig, hoef te gee nie.

#### 10. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

- (1) iemand onder die ouderdom van 15 jaar in diens neem nie;
- (2) van 'n swanger werknemer vereis of haar toelaat om gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling beging en agt weke na die bevallingsdatum eindig, te werk nie.



## 11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

Any employer shall supply and maintain in a serviceable and clean condition, free of charge, any gumboots, cap, uniform, overall or other protective clothing which he requires his employee to wear or which by any law he is required to provide for his employee; and any such article shall remain the property of the employer: Provided that an employer may require an employee to wash or to wash and iron any such article in the employee's own time, in which event the employer shall pay the employee an allowance of not less than R1,85 per week for each week in respect of which he is required to wear the article.

## 12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

notice of termination of the contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than, in the case of—

- (i) one workday's notice, the daily wage; and
- (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 longer than that prescribed in this clause;
- (ac) the operation of any forfeiture or penalty which by law is applicable in respect of an employee who deserts:

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

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

(3) The notice prescribed in subclause (1) shall be given on any workday: Provided that the period of notice shall not run concurrently with, nor shall notice be given or payment in lieu of notice be made during an employee's absence—

- (a) on leave granted in terms of clause 6 or on sick leave granted in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b) where such absences amount in the aggregate to not more than 15 weeks in any period of 12 consecutive months' employment with the same employer; and
- (b) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

## 11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet enige rubberstewels, pet, uniform, oorpak of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en enige sodanige artikel bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis of so 'n artikel te was of te was en te stryk in die werknemer se eie tyd, in welke geval die werkgewer die werknemer 'n toelae moet betaal van minstens R1,85 per week vir elke week ten opsigte waarvan daar van die werknemer vereis word om die artikel te dra.

## 12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- (a) gedurende die eerste vier weke diens, minstens een werkdag kennis; en
- (b) 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 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, die werknemer of die werkgewer, na gelang van die geval, soos volg te betaal: In die geval van—

- (i) een werkdag kennisgewing, minstens die dagloon; en
- (ii) een week kennisgewing, minstens die weekloon,

wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat—

- (aa) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regseldige 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 by hierdie klousule voorgeskryf word;
- (ac) die werking van 'n verbeuring of boete wat by wet van toepassing is ten opsigte van 'n werknemer wat dros,

nie hierdeur geraak word nie:

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 werkgewer '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 of betaling in plaas van kennisgewing nie gedoen mag word nie gedurende 'n werknemer se afwesigheid—

- (a) met verlof toegestaan ingevolge klousule 6 of met siekteverlof toegestaan ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), waar sodanige afwesighede altesaam hoogstens 15 weke in enige tydperk van 12 agtereenvolgende maande diens by dieselfde werkgewer behoort; en
- (b) vir militêre diens, behalwe waar 'n werknemer anders versoek en sy werkgewer skriftelik daartoe instem.

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

### 13. CERTIFICATE OF SERVICE

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

#### CERTIFICATE OF SERVICE

I, .....,  
 carrying on business in the Stonecrushing Industry 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 his/her employment this employee's wage was R..... per week/per month.

.....  
*Signature of employer or authorised representative*

Date.....

\* State class in which employee was wholly or mainly engaged, e.g. Group A, Group J, Group K.

### 14. 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 intervals from ..... to .....  
 Particulars of any accident or delay .....  
 .....

Name(s) of employee(s) accompanying driver .....  
 .....

*Signature of driver*

Date.....

4. Ondanks andersluidende bepalings in hierdie Vasstelling, kan 'n werkgever, waar sy werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste kennisgewingstermyn 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 bepalings 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 van toepassing is nie waar die werkgever van die vereiste kennisgewingstermyn afgesien het of indien die werknemer by versuim om die kennisgewingstermyn 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:

#### DIENSSERTIFIKAAT

Ek, .....,  
 wat in die Klipvergruingsnywerheid 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..... per week/per maand.

.....  
*Handtekening van werkgever of gemagtigde verteenwoordiger*

Datum.....

\* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. Groep A, Groep J, Groep K.

### 14. LOGBOEK

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

#### DAAGLIKSE LOG

Naam van werkgever .....  
 Naam van drywer .....  
 Datum ..... Registrasienommer van voertuig .....  
 Tyd waarop werk begin word .....  
 Tyd waarop werk beëindig word .....  
 Getal ure gewerk .....  
 Etenspouses van ..... tot .....  
 Besonderhede van enige ongeluk of vertraging .....  
 .....

Naam(Name) van werknemer(s) wat drywer vergesel.....  
 .....

*Handtekening van drywer*

Datum.....



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

(3) The employer shall retain the copy of the daily log which has been delivered to him in terms of subclause (2) for a period of at least three years subsequent to such delivery.

#### 15. ATTENDANCE REGISTER

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 an employee is unable to write, his employer shall on his behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi), inclusive, of subclause (3) (a) and sign such entries in the presence of a person nominated by the employee.

(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.

(3) Die werkgever moet die kopie van die daaglikse log wat ingevolge subklousule (2) aan hom gelewer is, vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

#### 15. PRESENSIEREGISTER

'n Werkgever moet in sy bedryfsinrigting 'n presensieregister 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 'n werknemer nie kan skryf nie, moet sy werkgever 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 in teenwoordigheid van 'n persoon wat deur die werknemer aangewys is.

## ATTENDANCE REGISTER

| (Name of employee)   |             |                                |                    |    |     |    |     |    |                        | (Class of employee) |     |                       |           |           |             |                                                                                         |              |  |
|----------------------|-------------|--------------------------------|--------------------|----|-----|----|-----|----|------------------------|---------------------|-----|-----------------------|-----------|-----------|-------------|-----------------------------------------------------------------------------------------|--------------|--|
| Date and day of week |             | Entries to be made by employee |                    |    |     |    |     |    |                        | Remarks (if any)    |     |                       |           |           |             |                                                                                         |              |  |
| Year .....           | 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 the duration of any interval in his work if he is not free to leave the establishment for the whole of the interval.



# PRESENSIEREGISTER

(Naam van werknemer)

(Klas van werknemer)

| Datum en dag van week   |              | Inskrywings moet deur werknemer gedoen word |            |     |     |     |     |     |                               |               |     | Opmerkings (as daar is) |           |              |                |                                                                                                      |                 |
|-------------------------|--------------|---------------------------------------------|------------|-----|-----|-----|-----|-----|-------------------------------|---------------|-----|-------------------------|-----------|--------------|----------------|------------------------------------------------------------------------------------------------------|-----------------|
| Jaar.....<br>Maand..... |              | Tyd waarop werk begin word                  | Werkpouses |     |     |     |     |     | Tyd waarop werk beëindig word | Oortyd gewerk |     | Totale getal ure        |           | Handtekening | Deur werknemer | Deur werkgever as werknemer afwesig was; redes vir afwesigheid (moet deur werkgever onderteken word) | Deur inspekteur |
| Date                    | 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 die duur van enige pouse in sy werk indien dit hom nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

(In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 449 published under Government Notice R. 2272 of 9 October 1987, as amended, by Government Notice R. 502 of 16 March 1990.)

(Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvastelling 449 gepubliseer by Goewermentskennisgewing R. 2272 van 9 Oktober 1987, soos gewysig by Goewermentskennisgewing R. 502 van 16 Maart 1990.)

**CONTENTS**

| No.     |                                                                                                                            | Page<br>No. | Gazette<br>No. |
|---------|----------------------------------------------------------------------------------------------------------------------------|-------------|----------------|
|         | <b>GOVERNMENT NOTICE</b>                                                                                                   |             |                |
|         | <b>Manpower, Departement</b>                                                                                               |             |                |
|         | <i>Government Notice</i>                                                                                                   |             |                |
| R. 1620 | Wage Act (5/1957): Wage Determination<br>475: Stonecrushing Industry, Republic of<br>South Africa: Wage Determination..... | 1           | 15090          |

**INHOUD**

| No.     |                                                                                                                         | Bladsy<br>No. | Koerant<br>No. |
|---------|-------------------------------------------------------------------------------------------------------------------------|---------------|----------------|
|         | <b>GOEWERMENTSKENNISGEWING</b>                                                                                          |               |                |
|         | <b>Mannekrag, Departement van</b>                                                                                       |               |                |
|         | <i>Goewermentskennisgewing</i>                                                                                          |               |                |
| R. 1620 | Loonwet (5/1957): Loonvasstelling 475:<br>Klipvergruigingsnywerheid, Republiek<br>van Suid-Afrika: Loonvasstelling..... | 1             | 15090          |