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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 961

3 June 1977

**BANTU LABOUR RELATIONS REGULATION
ACT, 1953**

**DAIRY TRADE, WITWATERSRAND AND
PRETORIA.—ORDER**

I, Stephanus Petrus Botha, Minister of Labour, do hereby—

(a) in terms of section 11 (6) of the Bantu Labour Relations Regulation Act, 1953, determine that the Order made by me in terms of section 11 (4) of that Act in respect of the Dairy Trade, Witwatersrand and Pretoria, the provisions of which appear in the Schedule hereto, shall apply in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria, and in the area within a radius of 19 km from the General Post Office, Pretoria, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday and shall be binding on the persons affected thereby; and

(b) in terms of section 14 (1) of the said Act, declare that, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, all the provisions of the said Order shall *mutatis mutandis* apply in respect of persons who are employees as defined in the Industrial Conciliation Act, 1956.

S. P. BOTHA, Minister of Labour.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 961

3 Junie 1977

**WET OP DIE REËLING VAN BANTOE-ARBEIDS-
VERHOUDINGE, 1953**

**MELKERYBEDRYF, WITWATERSRAND EN
PRETORIA.—ORDER**

Ek, Stephanus Petrus Botha, Minister van Arbeid—

(a) bepaal hierby, kragtens artikel 11 (6) van die Wet op die Reëling van Bantoe-arbeidsverhoudinge, 1953, dat die Order wat ek kragtens artikel 11 (4) van daardie Wet ten opsigte van die Melkerybedryf, Witwatersrand en Pretoria, gemaak het, waarvan die bepalings in die Bylae hiervan verskyn, in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria, en in die gebied binne 'n straal van 19 km vanaf die Hoofposkantoor, Pretoria, van toepassing is met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig en bindend is vir die persone wat daardeur geraak word; en

(b) verklaar hierby, kragtens artikel 14 (1) van genoemde Wet, dat met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, al die bepalings van genoemde Order *mutatis mutandis* van toepassing is ten opsigte van persone wat werknemers is soos in die Wet op Nywerheidsversoenig, 1956, omskryf.

S. P. BOTHA, Minister van Arbeid.

RECOMMENDATION BY THE WAGE BOARD IN TERMS OF THE BANTU LABOUR RELATIONS REGULATION ACT, 1953

DAIRY TRADE, WITWATERSRAND AND PRETORIA

Whereas the Honourable the Minister of Labour made a request to the Wage Board, in terms of section 11 (1) of the Bantu Labour Relations Act, 1953, which request reads—

"to submit to him a recommendation as to the conditions on which a settlement should be effected of all matters which might form the subject of a dispute in the Dairy Trade in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria, and in the area within a radius of 19 km from the General Post Office, Pretoria, in consequence of the expiration of the conditions of employment laid down in the Order for the Dairy Trade, published under Government Notice R. 433 of 22 March 1974.

For the purpose of this request—

'Dairy Trade' means the Trade in which employers and employees are associated for the sale or distribution or the sale and distribution of—

(a) whole milk; and

(b) any or all of the articles included in the definition of dairy produce if the sale or distribution or sale and distribution thereof is, or are, in association with the sale or distribution or sale and distribution of whole milk;

and further includes all work incidental thereto; but does not include the sale of surplus milk, buttermilk, skimmed milk or separated milk to milk distributors by factories at which dairy produce is manufactured and from which whole milk is not ordinarily sold; and neither does it include farming operations; and

'dairy produce' means, without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk (including yoghurt), sour milk, sterilised milk, ultra high temperature milk (UHT milk), eggs, honey, ice-cream and fruit juices."

the Wage Board hereby makes the recommendation set out in the Schedule hereto.

SCHEDULE

1. SCOPE AND AREA OF APPLICATION OF ORDER

This Order shall apply to all employers and employees in the Dairy Trade in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; and in the area within a radius of 19 km from the General Post Office, Pretoria.

2. DEFINITIONS

(a) Unless the contrary intention appears, any expression used in this Order and defined in the Bantu Labour Relations Regulation Act, 1953, shall have the same meaning as in that Act and unless inconsistent with the context—

"boiler attendant" means an employee, who, under general supervision is responsible for raising and maintaining the water level and steam pressure of a boiler in an establishment and who may make, stoke, rake or draw the fire in such boiler;

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

"chargehand" means an employee who exercises control over labourers and delivery employees and who may record data incidental to their work;

"checker" means an employee who is engaged in receiving, checking and issuing milk and who may mass-measure and store milk, supervise the duties of employees engaged in assisting him in the performance of any or all of his duties, and record information incidental to any or all of his duties, and for the purposes of this definition the expression "milk" may include any article or articles of dairy produce;

"clerk" means an employee, other than a chargehand or checker, who is engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk and telephone switchboard operator;

"dairy produce" means, without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk (including yoghurt), sour milk, sterilised milk, ultra high temperature milk (UHT milk), eggs, honey, ice-cream and fruit juices;

AANBEVELING DEUR DIE LOONRAAD KRAGTENS DIE WET OP REËLING VAN BANTOE-ARBEIDSVERHOUDINGE, 1953

MELKERYBEDRYF, WITWATERSRAND EN PRETORIA

Aangesien sy Edele die Minister van Arbeid kragtens artikel 11 (1) van die Wet op die reëling van Bantoe-arbeidsverhoudinge, 1953, 'n versoek tot die Loonraad gerig het wat soos volg lui:

"om aan hom 'n aanbeveling voor te lê insake die voorwaardes waarop daar tot 'n skikking geraak behoort te word oor al die aangeleenthede wat die onderwerp van 'n geskil in die Melkerybedryf in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria, en in die gebied binne 'n straal van 19 km vanaf die Hoofposkantoor, Pretoria, kan uitmaak as gevolg van die verstryking van die diensvoorwaardes vasgestel by die Order vir die Melkerybedryf wat by Goewermentskennisgewing R. 433 van 22 Maart 1974 gepubliseer is.

Vir die doeleindes van hierdie versoek beteken—

'Melkerybedryf' die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop of verspreiding of die verkoop en verspreiding van—

(a) volmelk; en

(b) enigeen van of al die artikels wat in die omskrywing van suiwelprodukte ingesluit is, indien die verkoop of verspreiding of die verkoop en verspreiding daarvan saam met die verkoop of verspreiding of verkoop en verspreiding van volmelk geskied;

en verder omvat dit alle werk wat daarmee in verband staan; maar omvat dit nie die verkoop van oortollige melk, karringmelk, afgeroomde melk of afgeskeide melk aan melkverspreiders deur fabriek wat suiwelprodukte vervaardig, maar wat gewoonlik nie volmelk verkoop nie; en ook nie boerderybedrywe hede nie; en

'suiwelprodukte' sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeide melk, plantjiemelk (met inbegrip van joghurt), suurmilk, gesteriliseerde melk, ultrahoëtemperatuurmelk (UHT-melk), eiers, heuning roomys en vrugtesappe";

doen die Loonraad hierby die aanbeveling wat in die Bylae hieronder voorkom.

BYLAE

1. TOEPASSINGSBESTEK EN GEBIED VAN ORDER

Hierdie Order is van toepassing op alle werkgewers en werknemers in die Melkerybedryf in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria; en in die gebied binne 'n straal van 19 km vanaf die Hoofposkantoor Pretoria.

2. WOORDOMSKRYWING

(a) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkinge wat in hierdie Order gebesig en in die Wet op die Reëlings van Bantoe-arbeidsverhoudinge, 1953, omskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die samehang, beteken—

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in 'n bedryfsinrigting verhoog en in stand hou en wat die vuur in sodanige stoomketel mag maak, stook, hark of uithaal;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"onderbaas" 'n werknemer wat in beheer staan van arbeiders en afleweringswerknemers en wat gegewens in verband met hul werk mag aanteken;

"nasiener" 'n werknemer wat melk ontvang, nagaan en uitreik, en wat melk mag massameet en opberg, toesig hou oor die pligte van werknemers wat hom help met die uitvoering van enigeen van of al sy pligte, en aantekeninge byhou van inligting wat in verband staan met enigeen van of al sy pligte, en by die toepassing van hierdie woordskrywing kan die uitdrukking "melk" enige suiwelproduk-artikel of -artikels insluit;

"klerk" 'n werknemer, uitgesonderd 'n onderbaas of nasiener wat skryfwerk, tikwerk of enige ander soort klerklike werk verrig en omvat dit 'n magasynman, kassier, versendingklerk en telefoonskakelbord operateur;

"suiwelprodukte" sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeide melk, plantjiemelk (met inbegrip van joghurt), suurmilk, gesteriliseerde melk, ultrahoëtemperatuurmelk (UHT-melk), eiers, heuning, roomys en vrugtesappe;

"Dairy Trade" means the trade in which employers and employees are associated for the sale or distribution or the sale and distribution of—

(a) whole milk; and

(b) any or all of the articles included in the definition of dairy produce if the sale or distribution or sale and distribution thereof is, or are, in association with the sale or distribution or sale and distribution of whole milk, and further includes all work incidental thereto; but does not include the sale of surplus milk, buttermilk, skimmed milk or separated milk to milk distributors by factories at which dairy produce is manufactured and from which whole milk is not ordinarily sold; and neither does it include farming operations;

"delivery employee" means an employee who is engaged in the delivery of goods or messages to households on foot or by means of a bicycle, tricycle, hand-propelled vehicle or a mechanically propelled but pedestrian controlled delivery vehicle, whether from his employers' establishment or from a motor vehicle not driven by himself, and who may, while so engaged, also—

- (1) accept orders;
- (2) collect cash in respect of cash on delivery orders;
- (3) sell goods for cash, coupons or tokens;
- (4) sell coupons or tokens for cash;

and who is responsible for goods, coupons or tokens provided to him and for cash, coupons or tokens received; but does not include a driver of an electric vehicle, a driver of a motor vehicle or a driver of an animal drawn vehicle;

"driver of an electric vehicle" means an employee who is engaged in driving an electric vehicle and who may, while so engaged, also—

- (1) deliver goods or messages to households;
- (2) accept orders;
- (3) collect cash in respect of cash on delivery orders;
- (4) sell goods for cash, coupons or tokens;
- (5) sell coupons or tokens for cash;

and who is responsible for goods, coupons or tokens provided to him and for cash, coupons or tokens received; and for the purposes of this definition, "driving an electric 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;

"driver of a motor vehicle" means an employee who is in charge of or engaged in driving a motor vehicle, who may, while so in charge or engaged, also—

- (1) deliver goods or messages;
- (2) accept orders;
- (3) collect cash in respect of cash on delivery orders;
- (4) sell goods for cash;

and who is responsible for goods provided to him and for cash received and may record data incidental to his work; and for the purposes of this definition "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;

"electric vehicle" means a conveyance, other than a pedestrian controlled delivery vehicle, which is used for the transport of goods and which is electrically propelled;

"emergency work" means—

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

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

"establishment" means any premises in or in connection with which one or more employees are employed in the Dairy Trade;

"experience" means—

(1) in relation to a clerk, the total period or periods of full-time employment which an employee has had as a clerk in any trade;

(2) in relation to a shop assistant, the total period or periods of full-time employment which an employee has had as a shop assistant in the Dairy Trade or as a shop assistant in the provisions or grocery department of any shop;

"Melkerybedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop of verspreiding of verkoop en verspreiding van—

(a) volmelk; en

(b) enigeen van of al die artikels wat in die omskrywing van suiwelprodukte ingesluit is, indien die verkoop of verspreiding of verkoop en verspreiding daarvan saam met die verkoop of verspreiding of verkoop en verspreiding van volmelk geskied;

en verder omvat dit alle werk wat daarmee in verband staan; maar omvat dit nie die verkoop van oortollige melk, karringmelk, afgeroomde melk of afgeskeide melk aan melkverspreiders deur fabrieke wat suiwelprodukte vervaardig, maar wat gewoonlik nie volmelk verkoop nie; en ook nie boerderybedrywighede nie;

"afleweringswerknemer" 'n werknemer wat goedere of boodskappe te voet of met 'n fiets, driewieler, handvoertuig of meganiese aangedrewe afleweringsvoertuig wat deur 'n voetganger beheer word, by huise aflewer, hetsy vanuit sy werkgewer se bedryfsinrigting of vanaf 'n motorvoertuig wat hy nie self dryf nie, en wat, terwyl hy aldus werksaam is, ook—

- (1) bestellings mag neem;
- (2) kontant mag ontvang in die geval van k.b.a.-bestellings;
- (3) goedere vir kontant of vir koepons of skyfies mag verkoop;
- (4) koepons of skyfies vir kontant mag verkoop;

en wat verantwoordelik is vir goedere, koepons of skyfies aan hom verskaf en vir kontant, koepons of skyfies deur hom ontvang; maar omvat dit nie 'n drywer van 'n elektriese voertuig of van 'n motorvoertuig of drywer van 'n trekdiervoertuig nie;

"drywer van 'n elektriese voertuig" 'n werknemer wat 'n elektriese voertuig dryf en wat, terwyl hy aldus werksaam is, ook—

- (1) goedere of boodskappe by huise mag aflewer;
- (2) bestellings mag neem;
- (3) kontant mag ontvang in die geval van k.b.a.-bestellings;
- (4) goedere vir kontant of vir koepons of skyfies mag verkoop;
- (5) koepons of skyfies vir kontant mag verkoop;

en wat verantwoordelik is vir goedere, koepons of skyfies aan hom verskaf en vir kontant, koepons of skyfies deur hom ontvang; en by die toepassing van hierdie omskrywing omvat 'n elektriese voertuig dryf" alle tydperke wat daar gedryf word en alle 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;

"drywer van 'n motorvoertuig" 'n werknemer wat in beheer is van of wat 'n motorvoertuig dryf wat, terwyl hy aldus in beheer of werksaam is, ook—

- (1) goedere of boodskappe mag aflewer;
- (2) bestellings mag neem;
- (3) kontant mag ontvang in die geval van k.b.a.-bestellings;
- (4) goedere vir kontant mag verkoop;

en wat verantwoordelik is vir goedere aan hom verskaf en vir kontant deur hom ontvang en wat gegewens in verband met sy werk mag aanteken; en by die toepassing van hierdie omskrywing omvat "n motorvoertuig dryf" alle tydperke wat daar gedryf word en alle 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;

"elektriese voertuig" 'n vervoermiddel, uitgesonderd 'n afleweringsvoertuig wat deur 'n voetganger beheer word, wat gebruik word vir die vervoer van goedere en wat elektries aangedryf word;

"noodwerk"—

(1) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, geweldadig, burgerlike onluste, diefstal, of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word; of

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

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Melkerybedryf in diens is;

"ondervinding"—

(1) met bedtrekking tot 'n klerk, die totale tydperk of tydperke wat 'n werknemer voltyds as 'n klerk in enige bedryf werksaam was;

(2) met betrekking tot 'n winkelassistent, die totale tydperk of tydperke wat 'n werknemer voltyds as 'n winkelassistent in die Melkerybedryf of as 'n winkelassistent in die voedsel- of kruideniersafdeling van 'n winkel werksaam was;

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

- (1) Cleaning or washing premises, plant, machinery, utensils, containers, furniture or other articles;
- (2) feeding or tending animals, minding vehicles or harnessing or unharnessing animals;
- (3) loading or unloading; oiling or greasing vehicles, other than motor vehicles;
- (4) filling containers by hand or by hand-operated filling machines;
- (5) making or maintaining fires, other than in connection with a steam boiler; or removing refuse;
- (6) carrying, moving, wrapping, stacking, packing or unpacking; opening or closing boxes or packages;
- (7) cooking rations, making tea or other beverages;
- (8) affixing printed or ready addressed labels to boxes or packages; stencilling or marking boxes or packages;
- (9) feeding into or taking off from machines;

"law" includes the common law;

"messenger" means an employee who is engaged in conveying or delivering messages, letters, money, parcels or goods by means of a two-wheeled motor scooter;

"milk shop" means any premises in or from which milk processed elsewhere, including dairy produce, is sold or distributed, or both;

"motor vehicle" means a conveyance, other than a two-wheeled motor scooter, which is used for the transport of goods and which is propelled by other than human or animal power and includes a mechanical horse and a tractor, but excludes a mechanically propelled but pedestrian controlled delivery vehicle and an electric vehicle as defined;

"part-time employee" means a clerk, a shop assistant or a female labourer who is employed as such by the week or month for not more than 25 ordinary hours of work in any week;

"shop assistant" means an employee who is engaged in attending to customers in an establishment, who is responsible for goods (including coupons or tokens) provided to him for sale and for cash received in respect thereof and who may receive orders, be in charge of a milk shop and the employees therein and may record data incidental to his work;

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather or a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings;

"trailer" means any conveyance drawn by a motor vehicle;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer: Provided that in the case of a three-wheeled motor scooter or motor tricycle the unladen mass shall be deemed to be under 450 kg;

"wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

"watchman" means an employee who is engaged in guarding premises, buildings, gates or property.

(b) For the purposes of this Order, an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

3. REMUNERATION

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

(a) Employees other than those mentioned in paragraphs (b), (c) and (d)—

	Per week R
Checker.....	39,10
Clerk and shop assistant, female—	
during the first year of experience.....	28,38
during the second year of experience.....	31,62
during the third year of experience.....	34,85
thereafter.....	38,08
Clerk and shop assistant, male—	
during the first year of experience.....	30,46
during the second year of experience.....	35,54
during the third year of experience.....	40,62
during the fourth year of experience.....	45,69
thereafter.....	50,77

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

- (1) Persele, installasie, masjinerie, gerei, houters, meubels of ander artikels skoonmaak of was;
- (2) diere voer of versorg; voertuie oppas of diere in- of uit-span;
- (3) laai of aflaai; voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (4) houters met die hand of met handbediende vulmasjiene vul;
- (5) vuurmaak of vure aan die brand hou, uitgesonderd in verband met 'n stoomketel; of afval verwyder;
- (6) dra, verskuif, toedraai, stapel, verpak of uitpak; kassies of pakkies oop- of toemaak;
- (7) rantsoene kook, tee of ander drank maak;
- (8) gedrukte of klaar geadresseerde etikette aan kassies of pakkies heg; kassies of pakkies sjabloneer of merk;
- (9) masjiene voer of daarvan afneem;

"wet" ook die gemene reg;

"bode" 'n werknemer wat boodskappe, briewe, geld, pakkette of goedere deur middel van 'n tweewielbromponie vervoer of aflewer;

"melkwinkel" enige perseel waarop of waaruit melk wat elders verwerk is, insluitende suiwelprodukte, verkoop of versprei, of verkoop en versprei word;

"motorvoertuig" 'n vervoermiddel, uitgesonderd 'n tweewielbromponie, wat gebruik word vir die vervoer van goedere en wat deur 'n ander krag as mense- of dierekrag aangedryf word, en omvat dit 'n voorhaker en 'n trekker, maar nie 'n afleweringsvoertuig wat meganies aangedryf maar deur 'n voetganger beheer word, en ook nie 'n elektriese voertuig soos omskryf nie;

"deeltydse werknemer" 'n klerk, winkelassistent of vroulike arbeider wat as sodanig by die week of maand vir hoogstens 25 gewone werkure in 'n week in diens is;

"winkelassistent" 'n werknemer wat klante in 'n bedryfsinrigting bedien, wat verantwoordelik is vir goedere (met inbegrip van koepons of skyfies) aan hom verskaf om te verkoop en vir kontant ten opsigte daarvan ontvang en wat bestellings mag neem, in beheer is van 'n melkwinkel en die werknemers daarin en wat gegewens in verband met sy werk mag aanteken;

"korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slapte in die bedryf, 'n tekort aan grondstowwe of spoorweskrokkie, wisselvalligheid van die weer of 'n onklaar-raking van installasies of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n voertuig of sleepwa deur 'n lisensie-owerheid uitgereik is: Met dien verstande dat, in die geval van 'n driewielbromponie of 'n motordriewieler, die onbelaste massa geag word minder as 450 kg te wees;

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

"wag" 'n werknemer wat persele, geboue, hekke of ander eiendom bewaak.

(b) By die toepassing van hierdie Order word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

3. BESOLDIGING

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

(a) Werknemers, uitgesonderd werknemers in paragrawe (b) (c) en (d) gemeld—

	Per week R
Nasiener.....	39,10
Klerk en winkelassistent, vrou—	
gedurende die eerste jaar ondervinding.....	28,38
gedurende die tweede jaar ondervinding.....	31,62
gedurende die derde jaar ondervinding.....	34,85
daarna.....	38,08
Klerk en winkelassistent, man—	
gedurende die eerste jaar ondervinding.....	30,46
gedurende die tweede jaar ondervinding.....	35,54
gedurende die derde jaar ondervinding.....	40,62
gedurende die vierde jaar ondervinding.....	45,69
daarna.....	50,77

Per week
R

Boiler attendant, messenger, watchman and driver of an animal drawn vehicle.....	23,20
Chargehand.....	23,90
Delivery employee.....	22,50
Driver of an electric vehicle.....	29,00
Labourer, male, of the age of 18 years or over.....	20,30
Labourer, male, under the age of 18 years.....	15,20
Labourer, female.....	16,20
Driver of a motor vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 450 kg.....	23,20
(ii) exceeds 450 kg but not 2 700 kg.....	29,00
(iii) exceeds 2 700 kg but not 4 500 kg.....	36,30
(iv) exceeds 4 500 kg.....	43,50
Employee not elsewhere specified in this subclause.....	22,50

(b) *Casual employee*.—For each day or part of a day of employment, one-fifth of the highest weekly wage prescribed for an employee of his class.

(c) *Part-time employee*.—A part-time employee shall be paid not less than 66½ per cent of the wage prescribed for an employee in the same area, of the same class and sex and with the same experience, having due regard to the definition of “experience”.

(d) The minimum wage of an employee who is employed in an establishment in a “Bantu area” as defined in section 1 of the Industrial Conciliation Act, 1956, shall be not less than two-thirds of a wage prescribed for an employee of his class in paragraph (a), (b) or (c) hereof.

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

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

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in subclause (1), shall pay to such employee a wage for all the ordinary hours of work of the establishment worked on that day—

(i) in the case referred to in paragraph (a) at a rate for each hour equal to the higher weekly wage, divided by the number of ordinary hours worked by such employee in a week;

(ii) in the case referred to in paragraph (b), at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area, plus 20 per cent, divided by the number of ordinary hours worked by such employee in a week: Provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in subclause (1):

Provided that—

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

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Order 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 monthly wage*.—Whenever the wage due to an employee is, in terms of clause 4 (1), paid monthly, it shall be calculated at the rate of four and one third times the wage prescribed in subclause (1) for an employee of his class and area.

(5) Notwithstanding anything to the contrary in this clause contained it shall be permissible for an employer to introduce any incentive wage scheme in which the remuneration payable to an employee may vary whenever the amount of work done

Per week
R

Ketelbediener, bode, wag en drywer van 'n trekdiervoertuig.....	23,20
Onderbaas.....	23,90
Afleweringswerkknemer.....	22,50
Drywer van 'n elektriese voertuig.....	29,00
Arbeider, man, 18 jaar of ouer.....	20,30
Arbeider, man, onder 18 jaar.....	15,20
Arbeider, vrou.....	16,20
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(i) hoogstens 450 kg is.....	23,20
(ii) meer as 450 kg maar minder as 2 700 kg is.....	29,00
(iii) meer as 2 700 kg maar minder as 4 500 kg is.....	36,30
(iv) meer as 4 500 kg is.....	43,50
Werkknemer nie elders in hierdie subklousule gemeld nie	22,50

(b) *Los werknemer*.—Vir elke dag of gedeelte van 'n dag diens, een vyfde van die hoogste weekloon wat vir 'n werknemer van sy klas voorgeskryf is.

(c) *Deeltydse werknemer*.—'n Deeltydse werknemer moet minstens 66½ persent betaal word van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding, met behoorlike inagneming van die omskrywing van “ondervinding”.

(d) Die minimum loon wat betaal moet word aan 'n werknemer wat werksaam is in 'n bedryfsinrigting in 'n “Bantoegebied” soos in artikel 1 van die Wet op Nywerheidsversoening, 1956, omskryf, is minstens twee derdes van die loon in paragraaf (a), (b) of (c) hiervan vir 'n werknemer van sy klas voorgeskryf.

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

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

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

in subklousule (1) voorgeskryf word, moet dié werknemer vir alle gewone werkure van die bedryfsinrigting op daardie dag gewerk, die volgende loon betaal:

(i) in die geval in paragraaf (a) bedoel, vir elke uur teen 'n skaal gelyk aan die hoër weekloon, gedeel deur die getal gewone ure wat die werknemer per week werk;

(ii) in die geval in paragraaf (b) bedoel, vir elke uur teen 'n skaal gelyk aan die weekloon vir 'n werknemer van sy klas en gebied voorgeskryf, plus 20 persent, gedeel deur die getal gewone ure wat die werknemer per week werk: Met dien verstande dat die werknemer nie vir dié dag waarop hy die werk verrig, geregtig is op altesaam 'n groter bedrag as wat 'n gekwalifiseerde werknemer in dié hoër klas sou toegekome het teen die loonskaal wat vir hom in subklousule (1) voorgeskryf is nie:

Met die verstande dat—

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

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

(4) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is kragtens klousule 4 (1) maandeliks betaal word, moet dit bereken word teen die skaal van vier en 'n derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(5) Ondanks andersluidende bepalings in hierdie klousule, is dit vir 'n werkgewer toelaatbaar om 'n aansporingsloonskema in te voer waarin die besoldiging wat aan 'n werknemer betaalbaar is, mag wissel wanneer die hoeveelheid werk deur hom gedoen

by him or by any group of employees of which he is a member varies: Provided that whenever any such scheme is introduced by an employer—

(i) one week's or one month's written notice shall be given to a weekly or monthly employee, as the case may be, of the conditions applicable under the said scheme;

(ii) copies of the notice referred to in proviso (i) shall be transmitted to the Management Board and the Divisional Inspector, Department of Labour, Johannesburg or Pretoria, as the case may be; and

(iii) every employee covered by the scheme shall receive each week or month, as the case may be, not less than the remuneration (including overtime pay) for an employee of his class for the time worked, plus 5 per cent, irrespective of whether he is, in terms of any such scheme, entitled to such amount of remuneration in respect of work done during that time.

4. PAYMENT OF REMUNERATION

(1) (a) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, monthly, during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (i) the employer's name;
- (ii) the employee's name or his number on the pay-roll and his occupation;
- (iii) the number of ordinary hours of work worked by the employee;
- (iv) the number of overtime hours worked by the employee;
- (v) the number of hours worked by the employee on a Sunday or a public holiday or during his free period;
- (vi) the employee's wage;
- (vii) details of any deductions made;
- (viii) details of any other remuneration arising out of the employees' employment;
- (ix) the actual amount paid to the employee; and
- (x) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(b) Notwithstanding any agreement to the contrary between an employer and his employee, the first payment to any employee in respect of any period worked shall be made to him by his employer on the first pay-day of the establishment for an employee of his class after the commencement of his employment, irrespective of whether he has on that day completed—

- (i) in the case of a weekly paid employee, a full week's;
- (ii) in the case of a monthly paid employee, a full month's; employment or less with his employer.

(c) The pay-day of an establishment for weekly paid employees shall be Friday in every week and for monthly paid employees it shall be the last day of every month: Provided that where the last day of a month falls on a Sunday or a public holiday, such pay-day shall be the first work-day immediately succeeding such Sunday or public holiday.

(d) Notwithstanding the provisions of paragraph (c), an employer may in respect of his establishment fix the pay-day for his weekly and monthly employees: Provided that—

- (i) he gives at least seven days' prior written notice specifying such pay-day to the Management Board and to the Divisional Inspector, Department of Labour, for his area;
- (ii) he exhibits and maintains in a conspicuous place in his establishment a notice specifying such pay-days;
- (iii) he may not vary any pay-day so fixed by him unless he has given at least 30 days' written notice of the intended variation to the Management Board and the Divisional Inspector, Department of Labour, for his area and at least 30 days' notice to his employees by affixing and maintaining in a conspicuous place in his establishment a notice specifying the intended variation; and
- (iv) any pay-day fixed for monthly employees shall be the last day of every month: Provided further that where the last day of a month falls on a Sunday or a public holiday, such pay-day shall be the first work-day immediately succeeding such Sunday or public holiday.

of deur 'n groep werknemers waarvan hy lid is, wissel: Met dien verstande dat wanneer enige sodanige skema deur werk-gewer ingevoer word—

(i) een week of een maand skriftelik kennis aan weeklikse of maandelikse werknemers, na gelang van die geval, gegee moet word aangaande die voorwaardes wat ooreenkomstig genoemde skema van toepassing is;

(ii) kopieë van die kennisgewing in voorbehoudsbepaling (i) bedoel, gestuur moet word aan die Beheerraad en aan die Afdelingsinspekteur, Departement van Arbeid, Johannesburg of Pretoria, na gelang van die geval; en

(iii) elke werknemer wat deur die skema gedek word, elke week of maand, nagelang van die geval, minstens die besoldiging (met inbegrip van oortydbetaling) vir 'n werknemer van sy klas vir die tyd gewerk, plus 5 persent, moet ontvang, ongeag die feit of hy ooreenkomstig so 'n skema tot dié besoldiging geregtig is ten opsigte van werk gedurende daardie tyd gedoen.

4. BETALING VAN BESOLDIGING

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

- (i) die werk-gewer se naam;
- (ii) die werknemer se naam of sy nommer op die betaal-staat en sy beroep;
- (iii) die getal gewone werkure wat die werknemer gewerk het;
- (iv) die getal ure wat die werknemer oortyd gewerk het;
- (v) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag of gedurende sy vry periode gewerk het;
- (vi) die werknemer se loon;
- (vii) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (viii) besonderhede van enige bedrag wat afgetrek is;
- (ix) die werklike bedrag wat aan die werknemer betaal word; en
- (x) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer.

(b) Ondanks 'n andersluidende ooreenkoms tussen 'n werk-gewer en sy werknemer moet 'n werk-gewer 'n werknemer op die eerste betaaldag van die bedryfsinrigting vir 'n werknemer van sy klas, na die aanvang van sy diens, die eerste bedrag betaal ten opsigte van 'n tydperk gewerk, afgesien daarvan of hy op dié dag—

- (i) in die geval van 'n werknemer wat weekliks besoldig word, 'n volle week,
- (ii) in die geval van 'n werknemer wat maandeliks besoldig word, 'n volle maand,

diens of minder by sy werk-gewer voltooi het.

(c) Vir werknemers wat weekliks besoldig word, is Vrydag van elke week die betaaldag van 'n bedryfsinrigting, en vir werknemers wat maandeliks besoldig word, is dit die laaste dag van elke maand: Met dien verstande dat ingeval die laaste dag van die maand op 'n Sondag of 'n openbare vakansiedag val, dié betaaldag die eerste werkdag moet wees wat onmiddellik op die Sondag of die openbare vakansiedag volg.

(d) Ondanks paragraaf (c), mag 'n werk-gewer ten opsigte van sy bedryfsinrigting die betaaldag vir sy werknemers wat weekliks en maandeliks besoldig word, vasstel: Met dien verstande dat—

(i) hy minstens sewe dae vooraf skriftelike kennis, waarin die betaaldag gemeld word, aan die Beheerraad en aan die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied, gee;

(ii) hy op 'n opvallende plek in sy bedryfsinrigting 'n kennis-gewing waarin hierdie betaaldag genoem word, vertoon en ver-toon hou;

(iii) hy geen betaaldag aldus deur hom vasgestel, mag wysig nie, tensy hy aan die Beheerraad en aan die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied, minstens 30 dae skriftelike kennis van die voorgenome wysiging gegee het en aan sy werknemers minstens 30 dae kennis deur 'n kennis-gewing waarin die voorgenome wysiging uiteengesit word, op 'n opvallende plek in sy bedryfsinrigting op te plak en opgeplak te hou; en

(iv) enige betaaldag wat vir maandelikse werknemers vas-gestel word op die laaste dag van elke maand val: Voort met dien verstande dat ingeval die laaste dag van die maand op 'n Sondag of 'n openbare vakansiedag val, dié betaaldag die eerste werkdag moet wees wat onmiddellik op sodanige Sondag of openbare vakansiedag volg.

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

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

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

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, provident or pension funds;

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

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

(d) when an employee, other than a checker, a clerk or a shop assistant, agrees or is required, in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board from his employer, a deduction not exceeding R1,15 per week or R4,95 per month;

(e) when an employer provides his employee with lodging within a radius of 1,6 km of the establishment in which the employee works, an amount not exceeding 65c per week;

(f) a deduction for milk or milk products sold to an employee at his request;

(g) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week: Provided that no deduction shall be made—

(i) in the case of short-time arising out of a temporary slackness of trade or shortage of raw materials or rail-trucks unless the employer has given his employee not less than 24 hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short-time arising out of vagaries of the weather or a breakdown of plant or machinery or a breakdown or threatened breakdown of building, in respect of the first hour not so worked, unless the employer has given his employee notice on the previous day that no work will be available;

(h) a deduction of the contribution of an employee in terms of clause 15 hereof.

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

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

(a) in the case of an employee who works a six-day week—

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

(ii) subject to subparagraph (i) hereof, eight on any day;

(b) in the case of an employee who works a five-day week—

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

(ii) subject to subparagraph (i) hereof, nine and a quarter on any day; and

(c) in the case of a part-time employee—

(i) 25 in any week, excluding Sunday; and

(ii) subject to subparagraph (i) hereof, five on any day.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than nine on any day.

(3) *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

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

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming op opleiding van 'n werknemer aan 'n werk-gewer betaal of deur hom aangeneem word nie.

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

(5) *Kos en huisvesting.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enigiemand anders of op 'n plek deur hom aangewys, kos of inwoning of kos en inwoning aan te neem nie.

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes op lê of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Met die skriftelike toestemming van sy werknemer 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, voorsorg- of pensioenfonds;

(b) behoudens andersluidende bepalinge in hierdie Order, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werk-gewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op 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 werk-gewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) wanneer 'n werknemer, uitgesonderd 'n nasiener, 'n klerk of 'n winkelassistent, daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos van sy werk-gewer aan te neem, 'n bedrag van hoogstens R1,15 per week of R4,95 per maand;

(e) wanneer 'n werk-gewer 'n werknemer van inwoning voorsien binne 'n straal van 1,6 km vanaf die bedryfsinrigting waarin die werknemer werksaam is, 'n bedrag van hoogstens 65c per week;

(f) 'n bedrag vir melk of melkprodukte wat op versoek van die werknemer aan die werknemer verkoop word;

(g) wanneer die gewone werkure in klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon, gedeel deur die getal gewone ure wat dié werknemer per week werk: Met dien verstande dat—

(i) geen aftrekking ten opsigte van korttyd wat deur 'n tydelike slapte in die bedryf of 'n tekort aan grondstowwe of spoorwegtrokke ontstaan, geskied nie, tensy die werk-gewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens die wisselvalligheid van die weer of 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werk-gewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(h) 'n bedrag vir die bydrae van 'n werknemer kragtens klousule 15 hiervan.

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

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

(a) in die geval van 'n werknemer wat ses dae per week werk—

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

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

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

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag; en

(c) in die geval van 'n deeltydse werknemer—

(i) 25 in 'n week, uitgesonderd Sondag; en

(ii) behoudens subparagraaf (i) hiervan, vyf op 'n dag.

(2) 'n Werk-gewer mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as nege op 'n dag te werk nie.

(3) *Etenspouses.*—'n Werk-gewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende

interval such employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

(i) if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;

(ii) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(4) *Overtime*.—All time worked, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in subclauses (1) and (2) shall be overtime.

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

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

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

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

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

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

(7) *Savings*.—(a) The provisions of this clause shall not apply to an employee if and for so long as he is in receipt of a regular wage at a rate of not less than R300 per month.

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

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a free-period of 24 consecutive hours in respect of every week of employment: Provided that—

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

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

(d) The provisions of subclause (3) shall not apply to a shop assistant or a labourer, other than part-time employees, employed in an establishment which is normally closed to business for more than two hours between 12h00 and 16h00: Provided that all ordinary hours of work and any overtime on any day shall be worked within a period not exceeding 12 hours from the time such an employee first commences work for that day.

(e) The provisions of subclause (3) shall not apply to a driver of an electric vehicle or a driver of a motor vehicle, a messenger, a delivery employee or a driver of an animal-drawn vehicle.

6. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a watchman, 21 consecutive days' leave;

(b) in the case of every other employee, 14 consecutive days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage he was receiving immediately before the first day of the leave;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage he was receiving immediately before the first day of the leave:

Provided that for the purposes of this clause the weekly wage of any employee who is engaged on an incentive wage scheme, in terms of clause 3 (5), shall be calculated on the basis set out in section 20 (5) (a) of the Factories, Machinery and Building Work Act, 1941.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

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

(ii) werktydperke wat onderbreek word deur pouses van minder as een uur, geag word aaneenlopend te wees.

(4) *Oortydwerk*.—Alle tyd, uitgesonderd dié op 'n Sondag, wat 'n werknemer langer werk as die getal gewone werkure wat in subklousules (1) en (2) voorgeskryf word, is oortydwerk.

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

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

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

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

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

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

(7) *Voorbehoudsbepalings*.—(a) Hierdie klousule is nie op 'n werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R300 per maand ontvang.

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

(c) Hierdie klousule is nie op 'n wag wie se werkgewer hom 'n vry periode van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan, van toepassing nie: Met dien verstande dat—

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

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

(d) Subklousule (3) is nie van toepassing nie op 'n winkel-assistent of arbeider, uitgesonderd deeltydse werknemers, wat in diens is in 'n bedryfsinrigting wat gewoonlik vir meer as twee uur tussen 12h00 en 16h00 vir klante gesluit is: Met dien verstande dat alle gewone werkure en enige oortydwerk op enige dag, binne 'n tydperk van hoogstens 12 uur, vanaf die tydstop waarop sodanige werknemer op daardie dag met sy werk begin, gewerk moet word.

(e) Subklousule (3) is nie op 'n drywer van 'n elektriese voertuig of 'n motorvoertuig, 'n bode, 'n afleweringswerknemer of 'n drywer van 'n trekdiervoertuig van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van—

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

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

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

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

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat ooreenkomstig 'n aanspoeringsloonskema in diens is ingevolge klousule 3 (5), bereken word op die grondslag uiteengesit in artikel 20 (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

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

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work-day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee an employer may permit the leave to accumulate over a period of not more than 36 months of employment: Provided—

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

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

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

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

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

(a) in the case of a watchman, one fourth; and

(b) in the case of every other employee, one sixth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2): Provided further that, subject to clause 12 (4), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient;

shall not be entitled to any payment by virtue of this subclause.

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

(7) For the purposes of this clause, the expression "employment" shall be deemed to include—

(a) any period in respect of which an employer or an employee, in terms of clause 12, pays an employee or an employer, as the case may be, in lieu of notice;

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

(i) on leave in terms of this clause;

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

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

amounting in the aggregate in any year to not more than 12 weeks;

and employment shall be deemed to commence—

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

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

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

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 toegestaan is, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

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

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof oor 'n tydperk van hoogstens 36 maande diens laat ooploop: Met dien verstande—

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

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na die verstryking van die verlof 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 in subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltoutoed maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n wag, een vierde; en

(b) in die geval van elke ander werknemer, een sesde;

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat;

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgewer of 'n werknemer ingevolge klousule 12 'n werknemer of 'n werkgewer, na gelang van die geval, betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgewer;

en wel tot 'n totaal, in enige jaar, van hoogstens 12 weke;

en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voor die inwerking-treding van hierdie Order kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Order 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;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum van inwerking-treding van hierdie Order, en wel op die jongste van die twee datums.

7. SICK LEAVE

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

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

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

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of any 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;

(iii) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

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

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

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

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

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

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

(a) "employment" shall be deemed to include any period during which an employee is absent—

(i) on leave in terms of clause 6;

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

(iii) on sick leave in terms of subclause (1);

amounting in the aggregate, in any one year, to not more than 12 weeks, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Order shall, for the purposes of this clause, be deemed to be employment under this Order and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Order;

(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 inability to work caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

7. SIEKTEVERLOF

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

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

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

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke 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) gedurende die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat vyf dae per week werk, een werkdag ten opsigte van elke voltooiide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooiide maand diens;

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

(iii) indien daar by 'n ander wet van 'n werkgewer vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, hierdie klousule nie van toepassing is nie.

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

(a) vir 'n tydperk van langer as drie agtereenvolgende dae; of

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

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

(3) Wanneer 'n werknemer gedurende die eerste siklus van 24 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet as hy dit nie reeds gedoen het nie, by verstryking van gemelde siklus of by diensbeëindiging voor sodanige verstryking hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge klousule 6;

(ii) op las of versoek van sy werkgewer;

(iii) met siekteverlof ingevolge subklousule (1),

en wat in enige bepaalde jaar altesaam hoogstens 12 weke beloop en word enige tydperk van diens by dieselfde werkgewer onmiddellik voor die datum van inwerkingtreding van hierdie Order by die toepassing van hierdie klousule geag diens ingevolge hierdie Order te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk toegestaan is, geag ingevolge hierdie Order toegestaan te wees;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of 'n besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Public holidays*.—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant and Christmas Day: Provided that an employee may be required to work on any such day.

(2) *Payment for work on public holidays*.—(a) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than as provided for in subclause (1), plus in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 3 (1) for a casual employee, plus, in respect of each hour or part of an hour so worked, such wage divided by nine.

(3) *Sunday work*.—An employee may be required to work on Sunday, and whenever an employee works on a Sunday, his employer shall either—

(a) pay to him an amount not less than double the hourly equivalent of his ordinary wage for each hour so worked: Provided, however, that the minimum payment to an employee shall not be less than double the remuneration payable to him in respect of the period ordinarily worked by him on a week-day; or

(b) pay him remuneration at a rate of not less than one and one third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary hours for that day of the week.

(4) Whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the wage prescribed in clause 3 (1) for a casual employee.

(5) This clause shall not apply—

(a) to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R300 per month;

(b) to a watchman.

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in good condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that, at the request of an employee, the employer may pay him, in addition to the remuneration prescribed in clause 3 for the employee, a monthly allowance of not less than R1,50, 90c, 45c and 30c in lieu of the supply and maintenance of overalls, gumboots, rubber shoes and aprons, respectively.

(2) An employer shall in wet weather either provide his employee engaged in delivery with a waterproof cape or other form of protection or pay to such employee in addition to the remuneration prescribed in clause 3 for the employee, an amount of not less than 45c per month. Where an employer provides his employee with a waterproof cape or other form of protection, the article shall remain the property of the employer.

10. PROHIBITION OF EMPLOYMENT

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

11. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, 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 of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination:

8. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae*.—'n Werknemer is geregtig op en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag: Met dien verstande dat van 'n werknemer vereis mag word om op enige van dié dae te werk.

(2) *Betaling vir werk op openbare vakansiedae*.—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag minstens die besoldiging betaal waarvoor voorsiening gemaak word in subklousule (1), plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur die getal gewone ure wat hy in 'n week werk.

(b) Wanneer 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elkeen van dié dae minstens die dagloon betaal wat in klousule 3 (1) vir 'n los werknemer voorgeskryf word, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur nege.

(3) *Werk op 'n Sondag*.—Van 'n werknemer kan vereis word om op 'n Sondag te werk, en wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever hom of—

(a) 'n bedrag betaal van minstens twee maal die uurekwalivalent van sy gewone loon vir elke uur aldus gewerk: Met dien verstande egter dat die minimum betaling aan 'n werknemer minstens twee maal die besoldiging moet wees wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(b) teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag gewerk het en hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op dié vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens twee maal die loon betaal wat in klousule 3 (1) vir 'n los werknemer voorgeskryf word.

(5) Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer indien en solank so 'n werknemer gereeld 'n loon teen minstens R300 per maand ontvang;

(b) op 'n wag.

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgever: Met dien verstande dat, op versoek van 'n werknemer, die werkgever hom, benewens die besoldiging wat in klousule 3 vir so 'n werknemer voorgeskryf word, 'n maandelikse toelae van minstens R1,50, 90c, 45c en 30c kan betaal in plaas van die verskaffing en onderhoud onderskeidelik van oorpakke, rubberstewels, rubberskoene en voorskote.

(2) 'n Werkgever moet in nat weer of aan sy werknemer wat afleweringsdienste verrig, 'n waterdigte mantel of ander vorm van beskerming verskaf of daardie werknemer benewens die besoldiging wat in klousule 3 vir so 'n werknemer voorgeskryf word, 'n bedrag van minstens 45c per maand betaal. Wanneer 'n werkgever 'n waterdigte mantel of ander vorm van beskerming aan sy werknemer verskaf, bly die artikel die werkgever se eiendom.

10. VERBOD OP INDIENSNEMING

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

11. DIENSSERTIFIKAAT

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

CERTIFICATE OF SERVICE

I/We*
 carrying on business in the Dairy Trade at.....
 hereby certify that.....
 was employed by me/us* from the..... day of
 19..... to the..... day of
 19..... as†.....
 At the termination of employment his/her* wage was.....
 rand..... cents per week.
 Date.....
 Signature of the employer or
 authorised representative

* Delete whichever inapplicable.

† State class in which employee was wholly or mainly engaged, e.g. delivery employee, labourer, clerk.

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 not less than one work-day's notice during the first month of employment and thereafter—

(a) in the case of a delivery employee, not less than two weeks'; and

(b) in the case of every other employee, not less than one week's notice;

of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

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

(iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

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

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

(iii) the operation of any forfeitures or penalties which by law may be 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 if no deductions had been made in respect of short-time".

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

(3) The notice prescribed in subclause (1) shall be in writing and shall take effect from the day on which it is given: Provided that—

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or during any other period of absence not being in breach of the contract of employment;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) Notwithstanding anything to the contrary in this Order, 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 Order, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

DIENSSERTIFIKAAT

Ek/Ons*
 wat die Melkerybedryf beoefen te.....
 verklaar hierby dat.....
 in my/ons* diens was van die..... dag van..... 19.....
 tot die..... dag van..... 19.....
 in die hoedanigheid van*
 By diensbeëindiging was sy/haar* loon.....rand
sent per week.
 Datum.....
 Handtekening van werkgewer of
 gemagtigde verteenwoordiger

* Skrap wat nie van toepassing is nie.

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

12. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer, of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet gedurende die eerste maand diens minstens een werkdag kennis gee en daarna—

(a) in die geval van 'n afleveringswerknemer, minstens twee weke kennis; en

(b) in die geval van elke ander werknemer, minstens een week kennis;

van die beëindiging van die kontrak, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

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

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

(iii) in die geval van twee weke kennisgewing minstens dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

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

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

(iii) die werking van 'n verbod van boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

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

(3) Die kennisgewing in subklousule (1) voorgeskryf, moet skriftelik wees en tree in werking op die dag waarop kennis gegee word: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of gedurende enige ander tydperk van afwesigheid wat nie 'n verbreking van die dienskontrak is nie;

(ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkoms klousule 7 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalinge in hierdie Order, mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die vereiste kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Order skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. RECORDS TO BE MAINTAINED BY EMPLOYERS

An employer shall at all times keep in respect of his employees a record of the remuneration paid to them, time worked by them and other particulars prescribed by regulation 5, (1) of the regulations made under the Wage Act, 1957 (Act 5 of 1957), and such record shall be kept in his establishment.

14. REGISTRATION OF EMPLOYERS

Every employer upon whom this Order is binding shall—

(1) within one month of the date on which it has become binding upon him, furnish to the Board a written statement setting forth his full name, and, if the employer is a partnership, the full names of all partners, and, if the employer is a company, the names of its secretary and its directors and manager, and the name under and the address or addresses at which he carries on business;

(2) in the event of any change in the particulars referred to in subclause (1), furnish to the Board within 14 days of the change, a written statement setting forth full particulars of such change.

15. MANAGEMENT BOARD

(1) There shall be established a Management Board hereinafter referred to as "the Board", which shall be responsible for administering the provisions of this Order.

(2) (a) The Board shall consist of an independent Chairman, three representatives of employers and three representatives of employees, all of whom shall be appointed by the Secretary for Labour.

(b) One representative of employers and one representative of employees shall be appointed from the area within a radius of 19 km from the General Post Office, Pretoria, and two representatives of employers and two representatives of employees shall be appointed from the remaining areas. One alternate shall be appointed by the Secretary for Labour for each member, except the Chairman.

(c) The Secretary for Labour shall appoint the members and alternates for such period as he may determine, but such members and alternates shall continue in office during the period of operation of this Order until their successors are appointed and shall be eligible for re-appointment: Provided that—

(i) a member or an alternate may terminate his services at any time during the duration of his term of office by giving three months' prior notice thereof, in writing, to the Secretary for Labour;

(ii) the Secretary for Labour may terminate the services of a member or an alternate at any time during the duration of the term of office of such member or alternate by giving three months' prior notice thereof, in writing, to such member or alternate.

(3) Any vacancy occurring on the Board or amongst alternates shall be filled by a person appointed by the Secretary for Labour and the person so appointed shall hold office for the unexpired period of office of his predecessor.

(4) (a) A decision in favour of which at least four members of the Board present at a properly constituted meeting have voted shall be deemed to be the decision of the Board.

(b) Alternates shall be entitled to attend meetings of the Board but shall have the right to vote only in the absence of their respective principals.

(5) (a) The Board shall make rules, not inconsistent with this Order, relating to—

(i) the appointment of a member to act as chairman at any meeting at which the chairman of the Board is not present;

(ii) the calling of meetings of the Board, the proceedings thereat and the keeping of minutes of the proceedings of such meetings;

(iii) the keeping of audit of accounts of income and expenditure; and

(iv) the maintenance of records of its activities:

Provided that any rule made in terms of this paragraph shall not become operative until approved by the Secretary of Labour.

(b) The Board may, with the approval of the Secretary for Labour, make rules not inconsistent with this Order on any other matters which are determined by the Secretary for Labour to be necessary or expedient to be so regulated for the achievement of the purpose of this Order.

(6) (a) The Board may from time to time appoint, upon such conditions as it may determine, any persons as officials, including agents, as are necessary to enable it to perform its functions, and employers and employees shall afford such persons such facilities as will enable them to carry out their duties.

13. AANTEKENING WAT WERKGEWERS MOET BYHOU

'n Werkgewer moet te alle tye ten opsigte van sy werknemers aantekening byhou van die besoldiging wat aan hulle betaal word, tyd deur hulle gewerk en ander besonderhede voorgeskryf by regulasie 5 (1) van die regulasies wat kragtens die Loonwet, 1957 (Wet 5 van 1957), opgestel is, en dié aantekeninge moet in sy bedryfsinrigting gehou word.

14. REGISTRASIE VAN WERKGEWERS

Elke werkgewer vir wie hierdie Order bindend is, moet—

(1) binne een maand vanaf die datum waarop dit vir hom bindend geword het, aan die Raad 'n skriftelike verklaring verstrek met vermelding van sy volle naam en, indien die werkgewer 'n vennootskap is, die name van al die vennote, en indien die werkgewer 'n maatskappy is, die name van sy sekretaris en sy direkteure en bestuurder, en die naam waaronder en die adres of adresse waar hy besigheid dryf;

(2) in die geval van 'n verandering van die besonderhede in subklousule (1) bedoel, binne 14 dae vanaf die verandering aan die Raad 'n skriftelike verklaring verstrek met vermelding van volledige besonderhede van sodanige verandering.

15. BEHEERRAAD

(1) Daar moet 'n beheerraad ingestel word, hierna genoem die "Raad", wat verantwoordelik is vir die administrasie van hierdie Order.

(2) (a) Die Raad bestaan uit 'n onafhanklike voorsitter, drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers, wat almal deur die Sekretaris van Arbeid aangestel word.

(b) Een verteenwoordiger van die werkgewers en een verteenwoordiger van die werknemers moet uit die gebied binne 'n straal van 19 km vanaf die Hoofposkantoor, Pretoria, en twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers uit die oorblywende gebiede aangestel word. Een plaasvervanger moet vir elke lid, uitgesonderd die Voorsitter, deur die Sekretaris van Arbeid aangestel word.

(c) Die Sekretaris van Arbeid moet die lede en plaasvervangers aanstel vir sodanige tydperk as wat hy mag bepaal, maar sodanige lede en plaasvervangers beklee hul ampte gedurende die geldigheidsduur van hierdie Order tot tyd en wyl hul opvolgers aangestel is, en hulle is herkiesbaar: Met dien verstande dat—

(i) 'n lid of 'n plaasvervanger sy dienste te eniger tyd gedurende die geldigheidsduur van sy amp kan beëindig deur skriftelik drie maande vooraf kennis daarvan aan die Sekretaris van Arbeid te gee;

(ii) die Sekretaris van Arbeid die dienste van 'n lid of 'n plaasvervanger te eniger tyd gedurende die geldigheidsduur daarvan kan beëindig deur skriftelik drie maande vooraf kennis daarvan aan sodanige lid of plaasvervanger te gee.

(3) Enige vakature wat in die Raad of onder die plaasvervangers ontstaan, word gevul deur 'n persoon wat deur die Sekretaris van Arbeid aangestel word, en die persoon aldus aangestel beklee sy amp vir die onverstreke ampstermyn van sy voorganger.

(4) (a) 'n Beslissing ten gunste waarvan minstens vier aanwesige lede van die Raad op 'n behoorlike gekonstitueerde vergadering gestem het, word geag 'n beslissing van die Raad te wees.

(b) Plaasvervangers is daarop geregtig om vergaderings van die Raad by te woon, maar het slegs die reg om te stem wanneer hul onderskeie prinsipale afwesig is.

(5) (a) Die Raad moet, met betrekking tot die volgende, reëls formuleer wat nie met hierdie Order onbestaanbaar is nie:

(i) Die aanstelling van 'n lid om op te tree as voorsitter by enige vergadering waarop die Voorsitter van die Raad nie teenwoordig is nie;

(ii) die byeenroep van vergaderings van die Raad, die prosedure op sodanige vergaderings en die notulering van die verrigtings van sodanige vergaderings;

(iii) die hou en ouditering van rekenings van inkomste en uitgawes; en

(iv) die byhou van aantekeninge van sy werksaamhede:

Met dien verstande dat enige reël wat kragtens hierdie paragraaf geformuleer word, nie in werking tree voordat dit deur die Sekretaris van Arbeid goedgekeur is nie.

(b) Met die goedkeuring van die Sekretaris van Arbeid kan die Raad reëls wat nie met hierdie Order onbestaanbaar is nie, formuleer aangaande enige sake wat na die beslissing van die Sekretaris van Arbeid noodsaaklik of dienstig is om aldus gereël te word vir die bereiking van die doel van hierdie Order.

(6) (a) Die Raad kan van tyd tot tyd op voorwaardes wat hy mag bepaal enige persone as ampsdraers, met inbegrip van agente, aanstel wat nodig is om hom in staat te stel om sy werksaamhede te verrig, en werkgewers en werknemers moet aan sodanige persone al die fasiliteite verleen wat hulle in staat sal stel om hul pligte uit te voer.

(b) An employer shall—

(i) furnish to the best of his ability such information relating to the conditions of employment of his employees as an agent may require; and

(ii) at the request of an agent produce any book, document or thing relating to the conditions of employment of his employees for examination.

(c) The Board may suspend from duty or discharge any such officials, including agents.

(7) (a) To meet the expenses of the Board in carrying out its functions in terms of this Order, including the payment of such fees to its members or alternates (not exceeding R12 per diem in the case of ordinary members and R24 per diem in the case of the Chairman of the Board) as the Board may decide, every employer shall deduct from the wages of each of his employees, other than a casual employee, the sum of—

(i) 70c per month in the case of an employee who receives a wage of more than R23,90 per week;

(ii) 20c per month in the case of an employee who receives a wage of R23,90 per week or less;

and to the amount so deducted the employer shall, as his own contribution, add an amount equivalent to the total amount so deducted and forward the total sum to the Board monthly and not later than the seventh day after the end of the month to which the sum referred to relates, together with a statement showing the names of the employer and his employees, occupations of employees and amounts deducted.

(b) If at any time the Board considers that the income derived from the contributions is in excess of its requirements for the efficient administration of this Order, it may appropriately reduce the rates of contributions, and thereafter, if in its discretion the rates should be raised to meet such requirements, it may increase the rates but so that those prescribed in paragraph (a) hereof are not exceeded: Provided—

(i) that the percentage of any reduction or increase is the same for all employees; and

(ii) that such reduced or increased rates, as the case may be, shall not come into operation until at least 30 days after the Board has given notice of the extent of the reduction or increase to—

(aa) the Secretary for Labour, in writing; and

(ab) the employers and employees by publication in an English and an Afrikaans newspaper published or currently circulating in the area covered by this Order.

(8) (a) Upon the expiration of this Order, the last appointed Chairman shall hand over all the assets and unexpended moneys under the Board's control at that date, to the Secretary for Labour together with all such information concerning outstanding moneys, liabilities and the other transactions of the Board as shall be necessary to enable the Board's affairs to be wound up and liquidated.

(b) The Secretary for Labour shall himself or through such person or persons as he shall appoint for the purpose, wind up the affairs of the Board and shall hold the assets of the Board pending the establishment of any body which may thereafter be appointed in terms of section 13 (1) (b) of the Bantu Labour Relations Regulation Act, 1953, for the administration of any future order which may be made under the said Act for the Dairy Trade, which may apply in the area covered by this Order or any portion of such area, and shall in that event transfer to the said body the whole of such assets, whether liquidation is complete or not, or if the future order is not made in respect of the whole of the area covered by this Order, then such portion of such assets as he deems equitable having regard to the portion of the areas covered by such new order: Provided that the Secretary for Labour may direct that such assets and moneys be transferred direct to any body so appointed under such new order.

(c) Any assets not disposed of in terms of this subclause at the end of three years from the expiration of this Order shall forthwith be liquidated and paid into the Consolidated Revenue Fund.

(d) The Secretary for Labour may deduct from any moneys dealt with by him in terms of this subclause, any necessary expenditure incurred by him in carrying out any function imposed on him by this subclause.

16. EXEMPTIONS

(1) Subject to the provisions of subclause (2) of this clause, the Board may grant exemption from any of the provisions of this Order to or in respect of any person for any good or sufficient reason: Provided that no exemption shall be granted from the provisions of clause 8 (3).

(b) 'n Werkgewer moet—

(i) na sy beste vermoë sodanige inligting met betrekking tot die diensvoorwaardes van sy werknemers verstrek as wat deur 'n agent vereis mag word; en

(ii) op versoek van 'n agent enige boek, dokument of ding met betrekking tot die diensvoorwaardes van sy werknemers vir ondersoek voorleë.

(c) Die Raad kan enige sodanige ampsdraer, met inbegrip van agente, in sy amp skors of daaruit ontslaan.

(7) (a) Ter bestryding van die Raad se uitgawes by die uitvoering van sy pligte ooreenkomstig hierdie Order, met inbegrip van die betaling van sodanige gelde aan sy lede of plaasvervangers (maar hoogstens R12 per dag in die geval van gewone lede en R24 per dag in die geval van die Voorsitter van die Raad) as dié waarvoor die Raad mag besluit, moet 'n werkgewer van die loon van elkeen van sy werknemers, uitgesonderd 'n los werknemer, die bedrag van—

(i) 70c per maand aftrek in die geval van 'n werknemer wat 'n loon van meer as R23,90 per week ontvang;

(ii) 20c per maand aftrek in die geval van 'n werknemer wat 'n loon van R23,90 per week, of minder, ontvang;

en by die bedrag aldus afgetrek moet die werkgewer, as sy eie bydrae, 'n bedrag wat daaraan gelyk is, voeg en die totale bedrag maandeliks en voor of op die sewende dag na die einde van die maand waarop die genoemde bedrag betrekking het, tesame met 'n staat wat die name van die werkgewer en sy werknemers, beroepe van werknemers en bedrae wat afgetrek is, aantoon.

(b) As die Raad te eniger tyd van mening is dat die inkomste verkry uit die bydraes meer is as wat nodig is vir die doeltreffende administrasie van die Order, kan hy die bydraes dien-ooreenkomstig verminder en daarna, as die bydraes na sy goed-dunke weer verhoog moet word om aan die vereistes te voldoen, sodanige bydraes verhoog maar tot hoogstens dié in paragraaf (a) hiervan voorgeskryf: Met dien verstande dat—

(i) die persentasievermindering of -verhoging dieselfde is vir alle werknemers;

(ii) sodanige verminderde of verhoogde bydraes, na gelang van die geval, nie in werking tree nie voordat minstens 30 dae verloop het nadat die Raad—

(aa) skriftelik aan die Sekretaris van Arbeid; en

(ab) aan die werkgewers en werknemers by publikasie in 'n Afrikaanse en 'n Engelse koerant wat in die gebied waar die Order van toepassing is uitgegee word of ten tyde daarvan in omloop is;

kennis van die omvang van die vermindering of verhoging gegee het.

(8) (a) By die verstryking van hierdie Order, moet die jongsbenoemde voorsitter al die bates en onbestede geld wat op daardie datum onder die beheer van die Raad is, tesame met alle sodanige inligting aangaande uitstaande geld, laste en ander ver-rigtings van die Raad as wat nodig is om die sake van die Raad af te sluit en te likwideer, aan die Sekretaris van Arbeid oordra.

(b) Die Sekretaris van Arbeid moet self of deur middel van sodanige persoon of persone as wat hy vir dié doel aanstel, die sake van die Raad likwideer en die bates van die Raad bewaar, hangende die stigting van enige liggaam wat daarna ingevolge artikel 13 (1) (b) van die Wet op die Reëling van Bantoe-arbeidsverhoudinge, 1953, aangestel mag word vir die adminis-trasie van enige toekomstige order wat ingevolge genoemde Wet vir die Melkerybedryf gemaak mag word en wat in die gebied deur hierdie Order gedek of enige gedeelte van sodanige gebied van toepassing mag wees, en moet wanneer dit gebeur al sodanige bates aan genoemde liggaam oordra, afgesien daarvan of die likwidasië voltooi is of nie, of indien die toekomstige order nie gemaak word ten opsigte van die hele gebied wat deur hierdie Order gedek word nie, dan so 'n gedeelte van sodanige bates as wat hy regverdig beskou met inagneming van die gedeelte van die gebiede wat deur sodanige nuwe order gedek word: Met dien verstande dat die Sekretaris van Arbeid opdrag kan gee dat sodanige bates en geld regstreeks oorgedra moet word aan 'n liggaam aldus ooreenkomstig so 'n nuwe order aangestel.

(c) Enige bates waarvoor daar nog nie ingevolge hierdie subklousule aan die einde van drie jaar na die verstryking van hierdie Order beskik is nie, moet onmiddellik gelikwideer en in die Gekonsolideerde Inkomstefonds inbetaal word.

(d) Die Sekretaris van Arbeid kan van enige geld waarmee hy ooreenkomstig hierdie subklousule handel, enige noodsaaklike uitgawes aftrek wat deur hom aangegaan word by die uitvoering van enige funksie wat hy ooreenkomstig hierdie subklousule moet verrig.

16. VRYSTELLINGS

(1) Behoudens subklousule (2) van hierdie klousule, kan die Raad om enige afdoende rede van enigen van die bepalings van hierdie Order vrystelling verleen aan of ten opsigte van enige persoon: Met dien verstande dat geen vrystelling van die bepalings van klousule 8 (3) verleen word nie.

(2) The Board shall fix, in respect of any person granted a licence of exemption, the conditions subject to which such exemption shall operate: Provided that the Board may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any exemption licence, whether or not the period for which exemption was granted has expired.

(3) The Board shall issue to every person granted exemption a licence signed by it or a duly authorised person setting out—

- (a) the full name of the person concerned;
 - (b) the provision of the Order from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Board shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, for the area in which the establishment of the employer concerned is situated; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

No. R. 962

3 June 1977

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

DAIRY TRADE, WITWATERSRAND AND PRETORIA

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Order and notice relating to the Dairy Trade, published under Government Notice R. 1961 of 3 June 1977, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Labour.

(2) Die Raad stel ten opsigte van enige persoon aan wie 'n vrystellingsertifikaat verleen word, die voorwaardes vas waarop die vrystelling van krag is: Met dien verstande dat die Raad na oedvinde en nadat een week kennis skriftelik aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die termyn waarvoor die vrystelling verleen was, verstryk het of nie.

(3) Die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik deur die Raad of 'n behoorlik gemagtigde persoon onderteken, waarin die volgende gemeld word:

- (a) Die betrokke persoon se naam voluit;
 - (b) die bepaling van die Order waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop die vrystelling verleen word; en
 - (d) die termyn waarvoor die vrystelling van krag is.
- (4) Die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) van elke sertifikaat wat uitgereik word, 'n kopie hou en 'n kopie aan die Afdelingsinspekteur, Departement van Arbeid, vir die gebied waarin die betrokke werkgewer se bedryfs-inrigting geleë is, stuur; en
- (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

No. R. 962

3 Junie 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MELKERYBEDRYF, WITWATERSRAND EN PRETORIA

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Order en kennisgewing in verband met die Melkerybedryf gepubliseer by Goewermentskennisgewing R. 1961 van 3 Junie 1977 oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

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

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

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

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