



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXVIII.]

PRICE 6d.

PRETORIA,

27 JUNE 1952.
27 JUNIE

PRYS 6d.

[No. 4876.]

*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 1457.] [27 June 1952.
WAR MEASURE No. 145 OF 1942.

DAIRY TRADE, WITWATERSRAND AND PRETORIA.

In terms of regulation 3 of War Measure No. 145 of 1942, read with regulation 7 of War Measure No. 9 of 1942, the following award is published for general information:—

ARBITRATION AWARD.

WAR MEASURE No. 145 OF 1942.

DAIRY TRADE, WITWATERSRAND AND PRETORIA.

We, S. P. du T. Viljoen, P. R. Viviers and J. J. Scheepers, having been appointed arbitrators on the 28th April, 1952, by the Honourable the Minister of Labour in terms of War Measure No. 145 of 1942, with the following terms of reference:—

“To consider and settle a labour dispute which may arise between employers and employees in the Dairy Trade in the Magisterial Districts of Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Nigel; the areas within a radius of ten miles from the General Post Offices at Krugersdorp and Springs, and a radius of twelve miles from the General Post Office, Pretoria, in regard to and as a consequence of the lapsing on the 31st May, 1952, of the conditions of employment fixed in the award published under Government Notice No. 2402 of the 14th September, 1951.

For the purpose of the above terms of reference—

‘dairy trade’ means the trade in which employers and employees are associated for the purpose of the sale and/or distribution of whole milk and/or any or all of the articles included in the definition of dairy produce if sold or distributed in association with the sale and/or distribution of whole milk and includes all work incidental thereto if carried on by such employers and employees, but does not include the sale of surplus whole milk, buttermilk, skimmed milk, or separated milk to milk distributors by factories at which milk products are manufactured and from which whole milk is not ordinarily sold; but does not 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, sour milk, eggs, honey and ice cream.

*Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.*

Die volgende Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1457.] [27 Junie 1952.
OORLOGSMAATREËL No. 145 VAN 1942.

MELKERYBEDRYF, WITWATERSRAND EN PRETORIA.

Ingevolge regulasie 3 van Oorlogsmaatreël No. 145 van 1942, gelees met regulasie 7 van Oorlogsmaatreël No. 9 van 1942, word onderstaande Uitspraak vir algemene inligting bekendgemaak:—

SKEIDSREGTERLIKE UITSPRAAK.

OORLOGSMAATREËL No. 145 VAN 1942.

MELKERYBEDRYF, WITWATERSRAND EN PRETORIA.

Ons, S. P. du T. Viljoen, P. R. Viviers en J. J. Scheepers wat op 28 April 1952 deur Sy Edele die Minister van Arbeid as skeidsregters kragtens Oorlogsmaatreël No. 145 van 1942, aangestel is, met onderstaande opdrag:—

„Vir oorweging en beslegting van 'n arbeidsgeskil wat kan ontstaan tussen werkgewers en werknemers in die melkerybedryf in die magistraatsdistrikte Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Nigel, die gebiede binne 'n omtrek van tien myl van die hoofposkantore op Krugersdorp en Springs, en 'n omtrek van twaalf myl van die Hoofposkantoor, Pretoria, met betrekking tot en as gevolg van die verstryking op 31 Mei 1952 van die diensvoorwaardes, by die Uitspraak vasgestel, wat by Goewermentskennisgewing No. 2402 van 14 September 1951 afgekondig is.

Vir die doel van bogenoemde opdrag—

beteken ‘melkerybedryf’ die bedryf waarin werkgewers en werknemers verbonde is vir die doel van verkoop en/of distribusie van volmelk en/of enige of al die artikel wat binne die woordbepaling van melkeryprodukt val indien verkoop of gedistribueer, tesame met die verkoop en/of distribusie van volmelk en omvat alle bykomstige werk indien dit deur sodanige werkgewers en werknemers verrig word, met uitsluiting van die verkoop van oortollige volmelk, karringmelk, afgeroomde melk of afgeskeie melk aan melk-distribueerders deur fabrieke wat melk-produkte vervaardig, maar wat gewoonlik nie volmelk verkoop nie; maar sluit nie plaas-bedrywighede in nie; en

beteken ‘melkeryprodukt’, sonder enige beperking van die gewone betekenis van die uitdrukking, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeie melk, plantjie-melk, suurmilk, eiers, heuning of roomys.

Terms used herein shall have the same meanings as are assigned to them in War Measure No. 145 of 1942, as amended.”;

hereby make the award set out in the schedule hereto:—

SCHEDULE.

1. SCOPE AND AREA OF APPLICATION OF AWARD.

This award shall apply to all employers and employees in the dairy trade in the Magisterial Districts of Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Nigel; the areas within a radius of ten miles from the General Post Offices at Krugersdorp and Springs, and a radius of twelve miles from the General Post Office, Pretoria, and is hereby extended in terms of regulation 4 of the Annexure to War Measure No. 145 of 1942, to persons who are employees as defined in section one of the Industrial Conciliation Act, 1937, and to the employers of such employees in the said areas.

2. PERIOD OF OPERATION OF AWARD.

This award shall take effect from the first day of June, 1952, and, save as is provided for in clause 15 (9), shall continue in force until 31st May, 1953.

3. DEFINITIONS.

(1) Unless inconsistent with the context—

- “assistant foreman” means an employee who assists a foreman or supervisor in the performance of his duties and who may act for him in his absence;
- “boiler attendant” means an employee who under the supervision of a foreman or supervisor or assistant foreman 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;
- “boss boy” means an employee who exercises control over labourers and delivery employees and who may record data incidental to their work;
- “casual employee” means an employee who is employed by the same employer for not more than three days in any week;
- “checker” means an employee who is engaged in receiving, checking and issuing milk and who may weigh 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 his duties, and for the purpose of this definition the expression milk may include any article or articles of dairy produce;
- “clerical employee” means an employee, other than a checker, engaged in writing, typing or any other form of clerical work and includes a storeman-cashier, despatch clerk and telephone operator;
- “clerical employee, qualified, female,” means a female clerical employee who has had not less than four years’ experience;
- “clerical employee, unqualified, female,” means a female clerical employee who has had less than four years’ experience;
- “clerical employee, qualified, male,” means a male clerical employee who has had not less than five years’ experience;
- “clerical employee, unqualified, male,” means a male clerical employee who has had less than five years’ experience;
- “counterhand” means an employee, other than a delivery employee, engaged in attending to customers in an establishment and who may receive orders;
- “counterhand, qualified, female,” means a female counterhand who has had not less than four years’ experience;
- “counterhand, unqualified, female,” means a female counterhand who has had less than four years’ experience;
- “counterhand, qualified, male,” means a male counterhand who has had not less than five years’ experience;
- “counterhand, unqualified, male,” means a male counterhand who has had less than five years’ experience;
- “dairyman” means an employee, other than a milk tester, who is the holder of a degree or diploma in dairying and who is generally responsible for the food condition of milk, butter or cream dealt with at or distributed from an establishment and who may in addition perform the operations of testing and/or grading milk, butter and/or cream, may supervise the pasteurization of milk, and may also perform the duties of a foreman or supervisor;
- “dairyman, qualified,” means a dairyman who has had not less than two years’ experience;
- “dairyman, unqualified,” means a dairyman who has had less than two years’ experience;
- “dairy produce” means, without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk, sour milk, eggs, honey and ice cream;
- “dairy trade” means the trade in which employers and employees are associated for the purpose of the sale and/or distribution of whole milk and/or any or all of the articles included in the definition of dairy produce if sold or distributed in association with the sale and/or distribution of whole milk and includes all work incidental thereto if carried on by such employers and employees, but does not include the sale of surplus whole milk, buttermilk, skimmed milk or separated milk to milk distributors by factories at which milk products are manufactured and from which whole milk is not ordinarily sold; but does not include farming operations;

Uitdrukkings wat hierin gebruik word het dieselfde betekenis as wat aan hulle toegeken word in Oorlogsmaatreël No. 145 van 1942, soos gewysig.”;

doen hierby Uitspraak soos uiteengesit in die Bylae hiervan.

BYLAE.

1. BESTEK EN GEBIED VAN TOEPASSING VAN UITSpraak.

Hierdie Uitspraak is van toepassing op alle werkgewers en werknemers in die melkerybedryf in die magistraatsdistrikte Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Nigel, die gebiede binne 'n omtrek van tien myl van die hoofposkantore op Krugersdorp en Springs, en 'n omtrek van twaalf myl van die hoofposkantoor op Pretoria en word hierby kragtens regulasie 4 van die Aanhangsel van Oorlogsmaatreël No. 145 van 1942, uitgebrei tot persone wat werknemers is soos bepaal in artikel een van die Nywerheid-versoeningswet, 1937, en tot die werkgewers van sulke werknemers in die genoemde gebiede.

2. GELDIGHEIDSDUUR VAN UITSpraak.

Hierdie Uitspraak tree in werking op die eerste dag van Junie 1951, en behalwe soos by klousule 15 (9) bepaal, bly dit van krag to 31 Mei 1953.

3. WOORDBEPALING.

(1) Tensy strydig met die samehang, beteken—

- „assistent-voorman”, 'n werknemer wat 'n voorman of opsigter help by die uitvoering van sy pligte en wat tydens sy afwesigheid vir hom kan waarneem;
- „ketelbediener”, 'n werknemer wat, onder toesig van 'n voorman of opsigter of assistent-voorman, verantwoordelik is vir die op peil hou van die waterstand en stoomdruk in 'n stoomketel in 'n inrigting en wat die vuur in die ketel kan maak, stook, hark en trek;
- „baasjong”, 'n werknemer wat in beheer is oor arbeiders en afleweringwerknemers en wat gegewens in verband met hul werk kan aanteken;
- „los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;
- „nasiener”, 'n werknemer wat in diens is om melk te ontvang, na te gaan en uit te reik, en wat melk kan weeg en opbêre, toesig hou oor die pligte van werknemers wat hom by die uitvoering van enigeen of al sy pligte behulpsaam is en aantekening maak van gegewens wat by enigeen of al sy pligte behoort, en vir die toepassing van hierdie woordbepaling kan die uitdrukking „melk” enige melkeryprodukt-artikel of -artikels insluit;
- „klerklike werknemer”, 'n werknemer, behalwe 'n nasiener, wat skryfwerk, tikwerk, of enige ander vorm van klerklike werk verrig en sluit in magasynmeester, kassier, versendingsklerk en telefonis;
- „klerklike werknemer, gekwalifiseerde vrou,” 'n vroulike klerklike werknemer met minstens vier jaar ervaring;
- „klerklike werknemer, ongekwalifiseerde vrou,” 'n vroulike klerklike werknemer met minder as vier jaar ervaring;
- „klerklike werknemer, gekwalifiseerde man,” 'n manlike klerklike werknemer met minstens vyf jaar ervaring;
- „klerklike werknemer, ongekwalifiseerde man,” 'n manlike klerklike werknemer met minder as vyf jaar ervaring;
- „toonbankbediener”, 'n werknemer, behalwe 'n afleweringwerknemer, wat klante in 'n inrigting bedien en wat bestellings kan aanneem;
- „toonbankbediener, gekwalifiseerde vrou,” 'n vroulike toonbankbediende met minstens vier jaar ervaring;
- „toonbankbediener, ongekwalifiseerde vrou,” 'n vroulike toonbankbediende met minder as vier jaar ervaring;
- „toonbankbediener, gekwalifiseerde man,” 'n manlike toonbankbediener met minstens vyf jaar ervaring;
- „toonbankbediener, ongekwalifiseerde man,” 'n manlike toonbankbediende met minder as vyf jaar ervaring;
- „melkverkoper”, 'n werknemer, behalwe 'n melktoetsers, wat 'n graad of diploma in suiwel besit en wat algemeen verantwoordelik is vir die goeie toestand van die melk, botter of room wat in 'n inrigting gehanteer of daaruit gedistribueer word, en wat boonop die werksaamhede van toets en/of gradeer van melk, botter en/of room kan verrig, toesig kan hou oor die pasteuriseer van melk en ook die werksaamhede van 'n voorman of opsigter kan verrig;
- „melkverkoper, gekwalifiseer,” 'n melkverkoper met minstens twee jaar ervaring;
- „melkverkoper, ongekwalifiseer,” 'n melkverkoper met minder as twee jaar ervaring;
- „melkeryprodukte”, sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeie melk, versuurde melk, suurmilk, eiers, heuning en roomys;
- „melkerybedryf”, die bedryf waarin werkgewer en werknemers verbonde is vir die doel van verkoop en/of distribusie van volmelk en/of enigeen of al die artikels wat binne die woordbepaling van melkeryprodukte val indien verkoop of gedistribueer, tesame met die verkoop en/of distribusie van volmelk, en omvat alle bykomstige werk indien dit deur dié werkgewers en werknemers verrig word, maar met uitsluiting van die verkoop van oortollige volmelk, karringmelk, afgeroomde melk of afgeskeie melk aan melkdistribueers deur fabriek wat melkprodukte vervaardig maar gewoonlik nie volmelk verkoop nie; maar sluit nie plaasbedrywighede in nie;

"delivery employee" means an employee engaged in the delivery of goods and/or messages on foot or by means of a bicycle, tricycle, hand-propelled vehicle or a mechanically propelled but pedestrian controlled "pram" or delivery vehicle and who may accept orders and/or cash in the case of cash on delivery orders and who may sell milk for cash to casual customers in a "native area" as defined in section fifty-one of the Industrial Conciliation Act, 1937, but does not include a motor vehicle driver or a driver of an animal-drawn vehicle;

"emergency work" means any work necessitated by a breakdown of plant or machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work prescribed in clause 6 and any other work arising from an unforeseen occurrence due to causes such as fire, storm, accident, epidemic, act of violence, civil commotion or theft which must be done without delay and which is necessary to ensure the maintenance and/or provision of light, water, telephone, public health, sanitary, cleaning, public transport or airport services, or for the fulfilment of orders for the supply of goods to, or the provision of service in connection with ships, hospitals, or the Union Defence Forces or South African Police;

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

"experience" means—

- (a) in relation to a dairyman, the total period or periods of full-time employment which an employee has had in an establishment as a dairyman;
- (b) in relation to a clerical employee, the total period or periods of full-time employment which an employee has had as a clerical employee;
- (c) in relation to a counterhand, the total period or periods of full-time employment which an employee has had as a counterhand in the dairy trade or as a shop assistant in the provisions or grocery department of any shop;

"foreman or supervisor" means an employee, other than a milk depot manager or a boss boy, in charge of the employees in an establishment who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"labourer" means an employee engaged in one or more of the following operations:—

- (a) Cleaning or washing premises, plant, machinery, utensils, containers, animals, furniture or other articles;
- (b) feeding or tending animals or poultry, minding vehicles or harnessing or unharnessing animals;
- (c) loading or unloading; oiling or greasing vehicles, other than motor vehicles;
- (d) filling containers by hand or by hand-operated filling machines;
- (e) making or maintaining fires other than in connection with a boiler and/or removing refuse;
- (f) carrying, moving, wrapping, stacking, packing or unpacking; opening or closing boxes or packages;
- (g) cooking rations, making tea or other beverages;
- (h) affixing printed or ready addressed labels to boxes or packages; stencilling and/or marking boxes or packages;
- (i) feeding into and/or taking off from machines;

"milk depot" means any premises in which employers and employees mainly associate for the purpose of processing whole milk and from which such milk is bottled and/or sold and/or distributed and from which dairy produce may be sold and/or distributed;

"milk depot manager" means an employee in charge of a milk depot and who exercises control over all employees in such depot;

"milk tester" means an employee to whom a milk and cream testing certificate has been granted by the Department of Agriculture, qualifying him to test milk and cream for its butter fat content, who is engaged in testing and/or grading milk or fresh cream and may also be in charge of or supervise the pasteurization of milk;

"motor vehicle" means a conveyance used for the transportation of goods and which is propelled by other than human or animal power and includes a mechanical horse and/or tractor, but excludes a mechanically propelled but pedestrian controlled "pram" or delivery vehicle;

"motor vehicle driver" means an employee engaged in driving a motor vehicle, 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;

"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 general breakdown of plant or machinery or a threatened breakdown of buildings caused by accident or other unforeseen emergency;

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

"afleveringswerknemer", 'n werknemer wat goedere en/of boodskappe te voet of per fiets, driewiel of handvoertuig of 'n meganiese waentjie of afleveringsvoertuig wat deur 'n voetganger beheer word en wat bestellings kan aanneem en/of kontant in die geval van k.b.a.-bestellings en wat melk vir kontant aan ongereelde klante kan verkoop in 'n natuurlike gebied, soos omskryf in artikel een-en-veertig van die Nywerheid-versoeningswet, 1937, maar dit sluit nie die bestuurder van 'n motorvoertuig of drywer van 'n dierevoertuig in nie;

"noodwerk", enige werk genoodsaak deur 'n onklaarraking van installasie of masjinerie, of ander onvoorsiene noodgeval, of in verband met die noukeurige nagaan of herstel van installasie of masjinerie, wat nie gedurende gewone werke, voorgeskryf ingevolge klousule 6, verrig kan word nie; en enige ander werk wat uit onvoorsiene voorvalle te wyte aan oorsake soos brand, storm, ongeval, epidemie, gewelddaad, burgerlike onluste of diefstal, ontstaan, wat sonder uitstel verrig moet word en noodsaaklik is vir die instandhouding en/of lewering van lig, water, telefoon-dienste, openbare gesondheid, sanitêre, skoonmaak-, openbare vervoer- of lughawedienste, of vir die uitvoering van bestellings vir die verskaffing van goedere aan, of die lewering van dienste in verband met skepe, hospitale of die verdedigingsmagte van die Unie of die Suid-Afrikaanse Polisie;

"inrigting", enige perseel waarin of in verband waarmee een of meer werknemers in die melkerybedryf in diens is;

"ervaring"—

- (a) met betrekking tot 'n melkverkoper, die totale voltydse dienstydperk of -tydperke wat 'n werknemer as 'n melkverkoper in 'n inrigting opgedoen het;
- (b) met betrekking tot 'n klerklike werknemer, die totale voltydse dienstydperk of -tydperke wat 'n werknemer as 'n klerklike werknemer opgedoen het;
- (c) met betrekking tot 'n toonbankbediener, die totale dienstydperk of -tydperke wat 'n werknemer as toonbankbediener in die melkerybedryf of as 'n winkelbediende in die voedsel- of kruideniersafdeling van 'n winkel gehad het;

"voorman" of "opsigter", 'n werknemer, behalwe 'n melkdepôtbestuurder of 'n baasjong, in beheer van die werknemers in 'n inrigting en wat kontrole uitoefen oor dié werknemers en verantwoordelik is vir die behoorlike verrigting van hul werk;

"arbeider", 'n werknemer wat een of meer van ondervermelde werksaamhede verrig:—

- (a) Persele, installasie, masjinerie, gerei, houers, diere, meubels of ander artikels skoonmaak of was;
- (b) diere of pluimvee versorg; voertuie oppas of diere in- of uitspan;
- (c) laai of aflaai; voertuie, behalwe motorvoertuie, olie of smeer;
- (d) houers met die hand of met 'n vulmasjien vul wat met die hand bedien word;
- (e) vuur maak of vure aan die brand hou, behalwe in verband met 'n stoomketel, en/of afval verwyder;
- (f) dra, versit, toedraai, stapel, verpak of uitpak; kassies of pakkies oog- of toemaak;
- (g) rantsoene kook, tee of ander drankie maak;
- (h) kassies of pakkies van gedrukte of klaar geadresseerde etikette voorsien, kassies of pakkies sjabloneer en/of merk;
- (i) masjiene voer en/of daarvan afneem;

"melkdepôt", alle persele waarin werkgewer en werknemers hoofsaaklik verbonde is vir prosesbewerking van volmelk en vanwaar dié melk gebottel en/of verkoop en/of gedistribueer word en vanwaar melkeryprodukte verkoop en/of gedistribueer kan word;

"melkdepôtbestuurder", 'n werknemer in beheer van 'n melkdepôt en wat kontrole uitoefen oor al die werknemers in dié depôt;

"melktoetsers", 'n werknemer aan wie 'n sertifikaat deur die Departement van Landbou en Bosbou vir die toets van melk en room uitgereik is wat hom kwalifiseer om melk en room vir die bottervetgehalte daarvan te toets, wat melk of vars room toets en/of gradeer, en wat ook in beheer kan wees van of toesig hou oor die pasteuriseer van melk;

"motorvoertuig", 'n vervoermiddel wat gebruik word vir die vervoer van goedere en wat deur ander as menslike of dierlike krag voortbeweeg word, en sluit 'n meganiese perd en/of trekker in, maar nie 'n "melkwaentjie" of afleveringsvoertuig wat meganies voortbeweeg, maar deur 'n voetganger bestuur word nie;

"motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur en vir die toepassing van hierdie woordbepaling sluit "n motorvoertuig bestuur" alle tydperke en enige tyd in wat die bestuurder bestee aan werk in verband met dié voertuig of vrag en alle tydperke wat hy op sy pos moet wees, gereed om te bestuur;

"korttyd", 'n tydelike vermindering van die getal gewone werke as gevolg van slappe in die bedryf, tekort aan grondstowwe of spoorwegtrekke, slegte weersgesteldheid, of 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende instorting van geboue as gevolg van ongeval of ander onvoorsiene noodgeval;

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

"unladen weight" means the weight of any motor vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;
 "wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work referred to in clause 6 (1);
 "watchman" means an employee engaged in guarding premises, buildings, gates or other property;
 "weekly employee" means an employee who is paid by the week.

(2) In classifying an employee for the purpose of this award he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to the undermentioned classes of his employees shall be as follows:—

(a) Employees other than casual employees—

	Per Week.
	£ s. d.
(i) Milk depot manager.....	10 7 8
(ii) Dairyman, qualified.....	8 0 0
(iii) Dairyman, unqualified—	
during the first six months of experience.....	5 6 0
during the second six months of experience.....	5 19 6
during the third six months of experience.....	6 13 0
during the fourth six months of experience.....	7 6 6
(iv) Foreman or supervisor.....	7 10 0
(v) Assistant foreman or supervisor.....	5 10 0
(vi) Milk tester, male.....	5 7 6
(vii) Milk tester, female.....	4 2 6
(viii) Clerical employee, qualified, male.....	6 0 0
(ix) Counterhand, qualified, male.....	6 0 0
(x) Clerical employee, unqualified, male—Counterhand, unqualified, male—	
during the first year of experience.....	2 0 0
during the second year of experience.....	2 15 0
during the third year of experience.....	3 10 0
during the fourth year of experience.....	4 5 0
during the fifth year of experience.....	5 0 0
(xi) Clerical employee, qualified, female.....	3 15 0
(xii) Counterhand, qualified, female.....	3 15 0
(xiii) Clerical employee, unqualified, female; Counterhand, unqualified, female—	
during the first year of experience.....	2 0 0
during the second year of experience.....	2 7 6
during the third year of experience.....	2 15 0
during the fourth year of experience.....	3 5 0
(xiv) Checker.....	4 10 0
(xv) Motor vehicle driver who drives a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 10,000 lb.....	4 10 0
(b) exceeds 10,000 lb.....	6 0 0
(xvi) Delivery employee.....	2 0 0
(xvii) Labourer of the age of 18 years or over.....	1 10 0
(xviii) Labourer under the age of 18 years.....	1 2 6
(xix) Watchman.....	2 2 6
(xx) Boss boy.....	1 15 0
(xxi) Driver of an animal-drawn vehicle.....	2 2 6
(xxii) Employees not elsewhere specified in this paragraph.....	1 12 0

(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 and area.

(2) *Basis of Contract.*—For the purpose 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 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class and area whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

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

- a wage higher than that of his own class, or
- a rising scale of wages terminating in a wage higher than that of his own class,

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

- 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;
- 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 sub-clause (1);

„gewig sonder vraag”, die gewig van 'n motorvoertuig en/of sleepwa soos dit aangeteken staan in 'n lisensie of sertifikaat wat vir daardie voertuig of sleepwa deur 'n lisensierings-owerheid uitgereik is;
 „loon”, dié gedeelte van die besoldiging aan 'n werknemer in kontant betaalbaar ten opsigte van die gewone werkure in klousule 6 (1) genoem;
 „wag”, 'n werknemer wat persele, geboue, hekke of ander eiendom bewaak;
 „weeklikse werknemer”, 'n werknemer wat per week betaal word.

(2) Vir die indeling van 'n werknemer vir die toepassing van hierdie Uitspraak, word dit beskou dat hy tot daardie klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan ondervermelde klasse van sy werknemers moet betaal is soos volg:—

(a) Werknemers, behalwe los werknemers—

	Per week.
	£ s. d.
(i) Melkdépotbestuurder.....	10 7 8
(ii) Melkverkoper, gekwalifiseer.....	8 0 0
(iii) Melkverkoper, ongekwalifiseer—	
gedurende die eerste ses maande ervaring.....	5 6 0
gedurende die tweede ses maande ervaring.....	5 19 6
gedurende die derde ses maande ervaring.....	6 13 0
gedurende die vierde ses maande ervaring.....	7 6 6
(iv) Voorman of opsigter.....	7 10 0
(v) Assistent-voorman of opsigter.....	5 10 0
(vi) Melktoetser, man.....	5 7 6
(vii) Melktoetser, vrou.....	4 2 6
(viii) Klerklike werknemer, gekwalifiseerde man.....	6 0 0
(ix) Toonbankbediener, gekwalifiseerde man.....	6 0 0
(x) Klerklike werknemer, ongekwalifiseerde man, toonbankbediener, ongekwalifiseerde man—	
gedurende die eerste jaar ervaring.....	2 0 0
gedurende die tweede jaar ervaring.....	2 15 0
gedurende die derde jaar ervaring.....	3 10 0
gedurende die vierde jaar ervaring.....	4 5 0
gedurende die vyfde jaar ervaring.....	5 0 0
(xi) Klerklike werknemer, gekwalifiseerde vrou.....	3 15 0
(xii) Toonbankbediener, gekwalifiseerde vrou.....	3 15 0
(xiii) Klerklike werknemer, ongekwalifiseerde vrou, toonbankbediener, ongekwalifiseerde vrou—	
gedurende die eerste jaar ervaring.....	2 0 0
gedurende die tweede jaar ervaring.....	2 7 6
gedurende die derde jaar ervaring.....	2 15 0
gedurende die vierde jaar ervaring.....	3 5 0
(xiv) Nasiener.....	4 10 0
(xv) Motorvoertuigbestuurder wat 'n motorvoertuig bestuur waarvan die gewig sonder vraag, tesame met 'n sleepwa of sleepwaens van 'n gewig sonder vraag wat deur daardie voertuig getrek word—	
(a) hoogstens 10,000 lb. is.....	4 10 0
(b) meer as 10,000 lb. is.....	6 0 0
(xvi) Afleweringswerknemer.....	2 0 0
(xvii) Arbeider, 18 jaar en ouer.....	1 10 0
(xviii) Arbeider, onder 18 jaar.....	1 2 6
(xix) Wag.....	2 2 6
(xx) Baasjong.....	1 15 0
(xxi) Drywer van diervoertuig.....	2 2 6
(xxii) Werknemers nie elders in hierdie paragraaf gespesifiseer nie.....	1 12 0

(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 en gebied voorgeskryf is.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer, behalwe 'n los werknemer, weekliks en moet 'n werknemer, behoudens soos bepaal in klousule 5 (6), ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf, betaal word, of hy daardie week die maksimum getal gewone ure voorgeskryf in klousule 6 (1) of minder gewerk het.

(3) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag in totaal meer as een uur benewens sy eie werk of in plaas daarvan, 'n ander klas werk te verrig waarvoor—

- 'n hoër loon as dié vir sy eie klas; of
- 'n stygende loonskaal wat op 'n hoër loon as vir sy eie klas eindig;

voorgeskryf is in subklousule (1), moet dié werknemer vir alle gewone werkure van die inrigting op daardie dag gewerk betaal—

- in die geval in paragraaf (a) genoem, vir elke uur teen 'n skaal wat gelyk is aan die hoër weekloon, gedeel deur die getal gewone ure wat deur die werknemer per week gewerk word;
- in die geval in paragraaf (b) genoem, vir elke uur teen 'n skaal wat gelyk is aan die weekloon vir 'n werknemer van sy klas en gebied voorgeskryf, plus twintig persent, gedeel deur die getal gewone ure wat deur die werknemer per week gewerk word; met dien verstande dat dié werknemer nie vir die dag waarop die werk deur hom verrig is, geregtig is tot 'n totale bedrag wat groter is as wat 'n gekwalifiseerde werknemer in die hoër klas sou ontvang het teen die loonskaal wat vir hom in subklousule (1) voorgeskryf is nie;

Provided that where the sole difference between classes is, in terms of sub-clause (1) based on experience, sex or age, the provisions of this sub-clause shall not apply.

(4) *Calculation of Monthly Wages.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly it shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (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 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—

- (a) one week's or one month's written notice shall be given to weekly or monthly employees, as the case may be, of the conditions applicable under the said scheme;
- (b) copies of the notice referred to in paragraph (a) shall be transmitted to the Management Board and the Divisional Inspector, Department of Labour, Johannesburg or Pretoria as the case may be;
- (c) each 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 five per cent., irrespective of whether he is, in terms of any such scheme, entitled to such amount of remuneration in respect of work during that time.

5. PAYMENT OF REMUNERATION.

(1) (a) *Employee other than a Casual Employee.*—Save as provided in clause 7 (3), any amount due to an employee shall be paid in cash weekly, or if the employer and employee have agreed thereto, monthly, during the hours of work or within fifteen minutes of ceasing work on the pay-day of the establishment or on termination of employment if this takes place before the pay-day and shall be contained in an envelope or other container or accompanied by a statement, showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

(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 employees 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 calendar month: Provided that where the last day of a calendar 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-days for his weekly and monthly employees: Provided—

- (i) that he gives at least seven days prior written notice specifying such pay-days to the Management Board referred to in clause 15, and to the Divisional Inspector, Department of Labour, for his area;
- (ii) that he exhibits and maintains in a conspicuous place in his establishment a notice specifying such pay-days;
- (iii) that 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) that any pay-day fixed for monthly employees shall be not earlier than three days before, and not later than three days after, the end of a calendar month.

(2) *Casual Employee.*—An employer shall pay the remuneration due to his casual employee in cash on termination of his employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, 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 Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

met dien verstande dat waar die enigste verskil tussen klasse kragtens subklousule (1) gebaseer is op ervaring, geslag of ouderdom, die bepalings van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, kragtens klousule 5 (1) maandeliks betaal word, moet dit bereken word teen die skaal van vier en een-derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(5) Nieteenstaande andersluidende bepalings in hierdie klousule is dit vir 'n werkgever toelaatbaar om 'n aanspooringsloonskema in te voer waarin die besoldiging wat aan 'n werknemer betaalbaar is, kan wissel wanneer die hoeveelheid werk deur hom gedoen of deur 'n groep werknemers waarvan hy lid is, wissel; met dien verstande dat wanneer so 'n skema deur 'n werknemer ingevoer word—

- (a) een week of een maand skriftelike kennis, al na die geval, aan weeklikse of maandelikse werknemers gegee moet word aangaande die voorwaardes wat ingevolge genoemde skema van toepassing is;
- (b) kopieë van die kennisgewing wat in paragraaf (a) genoem word, gestuur word aan die Beheerraad en die Afdelingsinspekteur van Arbeid, Johannesburg of Pretoria, al na die geval;
- (c) elke werknemer wat deur die skema gedek word, elke week of elke maand, al na die geval, minstens die besoldiging (met inbegrip van betaling vir oortyd) vir 'n werknemer van sy klas vir die tyd gewerk, moet ontvang, plus vyf persent, ongeag die feit of hy ingevolge so 'n skema, tot dié besoldiging geregtig is ten opsigte van werk gedurende daardie tyd gedoen.

5. BETALING VAN BESOLDIGING.

(1) (a) *Werknemer, behalwe los werknemer.*—Behalwe soos bepaal in klousule 7 (3), moet enige bedrag aan 'n werknemer verskuldig, weekliks of wanneer die werkgever en werknemer skriftelik aldus ooreengekom het, maandeliks, gedurende werkure of binne 15 minute nadat met werk opgehou is, op die gewone betaaldag van die inrigting in kontant betaal word, of by diensbeëindiging as dit plaasvind voor die gewone betaaldag en moet in 'n koevert of ander houer wees of vergesel wees van 'n staat wat die name van die werkgever en dié van die werknemer, die werknemer se bedryf, die getal gewone ure en oortydure, gewerk, die verskuldigde besoldiging en die tydperk ten opsigte waarvan betaling gedoen word, vermeld.

(b) Nieteenstaande 'n andersluidende ooreenkoms tussen 'n werkgever en sy werknemer, moet die eerste betaling aan 'n werknemer ten opsigte van enige tydperk gewerk, deur sy werkgever aan hom gemaak word op die eerste gewone betaaldag van die inrigting vir werknemers van sy klas na die aanvang van sy dienstdag, ongeag die feit of hy op daardie dag—

- (i) in die geval van 'n weekliks besoldigde werknemer, 'n volle week,
- (ii) in die geval van 'n maandeliks betaalde werknemer, 'n volle maand

diens by sy werkgever of minder voltooi het.

(c) Vir weekliks betaalde werknemers is Vrydag die betaaldag van 'n inrigting elke week, en vir maandeliks betaalde werknemers is dit die laaste dag van elke kalendermaand; met dien verstande dat ingeval die laaste dag van 'n kalendermaand op 'n Sondag of 'n openbare vakansiedag val, die betaaldag die eerste werkdag moet wees wat onmiddellik op die Sondag of die openbare vakansiedag volg.

(d) Nieteenstaande die bepalings van paragraaf (c) kan 'n werkgever ten opsigte van sy inrigting die betaaldag vir sy weeklikse en maandelikse werknemers vasstel; met dien verstande—

- (i) dat hy minstens sewe dae vooraf skriftelike kennis gee om hierdie betaaldag bekend te maak aan die Beheerraad na wie in klousule 15 verwys word, en aan die Afdelingsinspekteur, Departement van Arbeid, van sy gebied;
- (ii) dat hy op 'n opvallende plek in sy inrigting 'n kennisgewing vertoon en vertoon hou waarin hierdie betaaldag genoem word;
- (iii) dat hy geen betaaldag aldus deur hom vasgestel, mag verander nie, tensy hy minstens 30 dae skriftelike kennis van die voorgenome wysiging gegee het aan die Beheerraad en die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied, en minstens 30 dae kennis aan sy werknemers deur 'n kennisgewing wat die voorgenome wysiging openbaar maak, en wat op 'n opvallende plek in sy inrigting vertoon word; en
- (iv) dat enige betaaldag wat vir maandelikse werknemers vasgestel word, nie vroeër as drie dae voor en nie later as drie dae na die end van die kalendermaand val nie.

(2) *Los werknemer.*—'n Werkgever moet die besoldiging, aan elkeen van sy los werknemers verskuldig, kontant by beëindiging van diens betaal.

(3) *Premies.*—Geen werkgever mag ten opsigte van diensverskaffing aan of opleiding van 'n werknemer, betaling regstreeks of onregstreeks vra of aanneem nie.

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

(5) *Kos en huisvesting.*—Behalwe soos by die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of by die Naturelle-arbeid Reguleringswet, 1911, bepaal, mag 'n werkgever nie van sy werknemer vereis om by hom te loseer en/of in te woon nie, nóg by enige persoon of op enige plek deur hom aangewys.

(6) *Fines and Deductions.*—An employer shall not levy any fines against his employee, nor shall he make any deductions from his employee's remuneration, other than the following:—

- With the written consent of his employee a deduction for holiday, sick benefit, insurance, provident or pension funds or subscriptions to a trade union;
- except where otherwise provided in this award whenever an employee is not at work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such an employee was receiving in respect of his ordinary hours of work at the time thereof;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- a deduction in respect of any public holiday other than New Year's Day, Good Friday, Day of the Covenant and Christmas Day, on which an employee is required or permitted not to work, of the wage which he would have received had he worked on such day;
- when an employee agrees or is required, in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	(i) In the case of a Delivery Employee, Labourer, a Driver of an Animal-drawn Vehicle, Boss Boy, a Watch- man, and the Class Described in Clause (4) (1) as "Employees not elsewhere Specified in this Paragraph".		(ii) In the Case of an Employee other than an Employee referred to in Column (i).	
	Per Week. s. d.	Per Month. £ s. d.	Per Week. s. d.	Per Month. £ s. d.
Board (excluding milk ration)	3 0	0 13 0	11 6	2 10 0
Lodging.....	2 0	0 8 8	6 11	1 10 0
Board and lodging (excluding milk ration).....	5 0	1 1 8	18 5	4 0 0

(f) when an employee agrees to accept from his employer a ration of whole milk, a deduction not exceeding the amount specified hereunder:—

	Per Week. s. d.	Per Month. s. d.
(i) Not less than one pint per day and less than two pints.....	2 0	8 8
(ii) Not less than two pints per day.....	4 0	17 4

(g) whenever the ordinary hours of work prescribed in clause 6, 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—

- in the case of short-time arising out of a temporary slackness of trade or shortage of raw materials or railway 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;
- in the case of short-time arising out of vagaries of the weather or a general breakdown of plant or machinery or a threatened breakdown of buildings due to accident or other unforeseen emergency, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee shall not exceed—

- in the case of a motor vehicle driver, a delivery employee and a driver of an animal-drawn vehicle, eight in any day or 49 in any week of seven days;
- in the case of a casual employee, nine in any day;

(6) *Boetes en aftrekkings.*—'n Werkgewer kan geen boetes van sy werknemers hef, of enige aftrekkings van sy werknemer se loon maak nie, behalwe onderstaande:—

- Met skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, voorsorg- of pensioenfondse, of ledegedelste aan 'n vakvereniging;
- behalwe soos andersins in hierdie Uitspraak bepaal, as 'n werknemer van die werk af wegbly, 'n *pro rata* aftrekking vir die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat die werknemer op daardie tyd ten opsigte van sy gewone werkure ontvang het;
- 'n aftrekking van enige bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof, verplig of toegelaat word om af te trek;
- ten opsigte van 'n publieke vakansiedag, behalwe Nuwejaarsdag, Goie-Vrydag, Gelofte-dag en Kersdag, waarop van 'n werknemer vereis of hy toegelaat word om nie te werk nie, 'n korting van die loon wat hy sou ontvang het as hy op dié dag gewerk het;
- as 'n werknemer instem, of kragtens die Naturelle (Stads-gebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelswet, 1911, verplig is om van sy werkgewer kos en/of huisvesting aan te neem, 'n korting van hoogstens die bedrae wat hieronder bepaal word:—

	(i) In die geval van 'n aflewering- werknemer, arbeider, drywer van 'n dierevoertuig, baasjong, wag, en die klas beskryf in klousule 4 (1) as „werknemers nie elders in hierdie paragraaf gespesifiseer nie”.		(ii) In die geval van 'n ander werknemer as 'n werknemer genoem in kolom (i).	
	Per week. s. d.	Per maand. £ s. d.	Per week. s. d.	Per maand. £ s. d.
Kos (behalwe melkrantsoen).	3 0	0 13 0	11 6	2 10 0
Huisvesting.....	2 0	0 8 8	6 11	1 10 0
Kos en huisvesting (behalwe melkrantsoen).....	5 0	1 1 8	18 5	4 0 0

(f) as 'n werknemer toestem om van sy werkgewer 'n melkrantsoen van volmelk aan te neem, 'n korting van hoogstens ondervermelde bedrae:—

	Per week. s. d.	Per maand. s. d.
(i) Minstens een pint en minder as twee pinte per dag.....	2 0	8 8
(ii) Minstens twee pinte per dag.....	4 0	17 4

(g) wanneer die gewone werkure, soos in klousule 6 voorgeskryf, ook al verminder word weens korttyd, ten opsigte van elke uur van dié vermindering, 'n korting van die werknemer se weekloon gedeel deur die getal gewone ure wat dié werknemer per week werk; met dien verstande dat geen korting afgetrek mag word nie—

- in die geval van korttyd wat veroorsaak word deur tydelike slapte in die bedryf, of 'n tekort aan grondstowwe of spoorwegtrokke, tensy die werkgewer sy werknemer minstens vier-en-twintig uur kennis gee het van sy voorneme om die gewone werkure aldus te verminder;
- in die geval van korttyd wat veroorsaak word deur slechte weersgesteldheid, of 'n algemene onklaarraking van installasie of masjinerie, of 'n dreigende instorting van geboue as gevolg van ongeval of onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gee het dat geen werk beskikbaar sal wees nie.

6. WERKURE, GEWONE- EN OORTYDURE EN BETALING VIR OORTYDURE.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag nie meer wees nie as—

- in die geval van 'n motorvoertuigbestuurder, 'n afleweringswerknemer en 'n drywer van 'n dierevoertuig, 8 op 'n dag of 49 in 'n week van sewe dae;
- in die geval van 'n los werknemer—
9 op 'n dag;

(c) in the case of an employee other than an employee referred to in paragraphs (a) and (b)—

- (i) 46 in any week of not more than six days, or
- (ii) eight in any day in the case of an employee who works a six-day week or 9½th in any day in the case of an employee who works a five-day week.

(2) *Overtime*.—All time worked in excess of the maximum number of ordinary hours prescribed in sub-clause (1), other than time worked on a Sunday by an employee referred to in paragraph (1) (c), shall be deemed to be overtime.

(3) *Meal Breaks*.—An employer shall not require or permit an employee, other than any employee referred to in paragraphs (a) and (b) of sub-clause (1), to work for more than five hours continuously without a meal interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

- (i) if such interval be for longer than one hour, any period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Limitation of Overtime*.—An employer shall not require or permit his employee to work overtime for more than two hours in any day.

(5) *Payment for Overtime*.—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one-third times the wage prescribed in clause 4 (1) for an employee of his class and area.

(6) *Savings*.—The provisions of this clause shall not apply to a milk depot manager or a watchman and the provisions of sub-clauses (3) and (4) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave on full pay, and, at the request of his employee, an additional week's leave without pay, such week's leave to be consecutive with the two weeks' paid leave.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided that—

- (i) save as provided in paragraph (v) if such leave has not been granted earlier it shall be granted within two months after the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave another day shall for each such day be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;
- (v) an employer and his delivery employee and his labourer, other than a labourer to whom the Factories, Machinery and Building Work Act, 1941, applies may agree in writing that annual leave be accumulated over a period of employment of not more than two consecutive years.

(3) *Leave Remuneration*.—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amount provided for in sub-clauses (1) and (4).

(6) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employers;
- (d) absent on sick leave in terms of clause 8;

(c) in die geval van 'n werknemer, behalwe 'n werknemer genoem in paragraaf (a) en (b)—

- (i) 46 in 'n week van hoogstens ses dae;
- (ii) 8 op 'n dag in die geval van 'n werknemer wat 'n sesdaagse week werk, of 9½ op 'n dag in die geval van 'n werknemer wat 'n vyfdaagse week werk.

(2) *Oortyd*.—Alle tyd wat oor die maksimum getal gewone ure, soos voorgeskryf in subklousule (1), gewerk word, behalwe tyd op Sondag gewerk deur 'n werknemer genoem in paragraaf 1 (c), moet as oortyd beskou word.

(3) *Etensonderbrekings*.—'n Werkgewer kan nie van 'n werknemer, behalwe 'n werknemer genoem in paragraaf (a) en (b) van subklousule (1), vereis of hom toelaat om meer as vyf agtereenvolgende ure sonder 'n pouse van minstens een uur te werk nie, waarin geen werk verrig mag word nie, en dié pouse word nie as deel van die gewone werkure of oortyd gereken nie; met dien verstande dat—

- (i) as dié pouse langer as een uur duur, alle tyd oor 1½ uur as gewone werktid gereken word;
- (ii) werktidperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend gereken word.

(4) *Beperking van oortyd*.—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om meer as twee uur oortyd op 'n dag te werk nie.

(5) *Betaling vir oortyd*.—'n Werkgewer moet sy werknemer vir alle oortyd deur hom gewerk, besoldiging betaal teen 'n skaal van minstens 1½ maal die loon in klousule 4 (1) vir 'n werknemer van sy klas en gebied voorgeskryf; met dien verstande dat waar in enige week oortyd bereken op 'n daaglikse basis verskil van oortyd bereken op 'n weeklikse basis, die basis geneem moet word wat die grootste bedrag vir oortyd gedurende daardie week gee.

(6) *Voorbehoud*.—Die bepalinge van hierdie klousule is nie op 'n melkdépôtbestuurder of 'n wag van toepassing nie en die bepalinge van subklousules (3) en (4) is nie van toepassing op 'n werknemer wat werk verrig wat noodsaak is deur 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval nie.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkgewer sy werknemer ten opsigte van elke volle jaar diens by hom, twee agtereenvolgende weke verlof, met volle betaling toestaan, en, op versoek van sy werknemer, 'n bykomende week se verlof sonder betaling, en hierdie week moet aaneenlopend met die twee weke betaalde verlof wees.

(2) Die verlof genoem in subklousule (1) moet toegestaan word op 'n tydskied wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) behalwe soos bepaal in paragraaf (v), wanneer die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word;
- (ii) die tydperk van die verlof nie met siekteverlof kragtens klousule 8 toegestaan, of 'n tydperk wanneer 'n werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag binne die tydperk van verlof val, nog 'n dag ter vervanging van elke sodanige dag as 'n verdere verloftydperk met volle betaling by genoemde tydperk gevoeg moet word;
- (iv) 'n werkgewer enige dag geleentheidsverlof met volle betaling wat aan sy werknemer op eie skriftelike versoek toegestaan is gedurende die jaar diens waarop die jaarlikse verloftydperk betrekking het, van die verloftydperk kan aftrek;
- (v) 'n werkgewer en sy afleweringwerknemer en sy arbeider, behalwe 'n arbeider op wie die Wet op Fabriek, Masjinerie en Bouwerk, 1941, van toepassing is, skriftelik ooreen kan kom dat jaarlikse verlof oor 'n diens tydperk van hoogstens twee opeenvolgende jare kan oploop.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof, in subklousule (1) genoem, moet uiterlik die laaste werkdag voor die datum van aanvang van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste, of enige daaropvolgende jaar diens by dieselfde werkgewer eindig voor die verloftydperk, genoem in subklousule (1), opgeloopt het, moet, behalwe soos bepaal in die vierde voorbehoudsbepaling by subklousule (2), by dié beëindiging in plaas van verlof en ten opsigte van elke volle maand van die tydperk van minder as een jaar, minstens een sesde van die weekloon betaal word wat hy onmiddellik voor die datum van die beëindiging ontvang het.

(5) 'n Werknemer wat geregtig geword het tot 'n verloftydperk ingevolge subartikel (1) en wie se dienskontrak eindig voor die verlof toegestaan is, moet by die beëindiging ten opsigte van verlof die bedrae, genoem in subklousules (1) en (4), betaal word.

(6) Vir die toepassing van hierdie klousule, moet die beskou word dat die uitdrukking „diens" enige tydperk of tydperke insluit wat 'n werknemer—

- (a) ingevolge subklousule (1) met verlof afwesig is;
- (b) opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) ingevolge klousule 8 met siekteverlof afwesig is;

amounting in the aggregate to not more than ten weeks in any year and employment shall be deemed to commence from the date on which he last became entitled to or was granted leave or the date on which he entered the employer's service, whichever is the later: Provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

8. SICK LEAVE.

(1) An employer shall grant to his employee who after one month's employment with him is absent from work through sickness or accident, not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, two weeks' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed, as a condition precedent to the payment by him of any amount in respect of such absence: Provided further that where, in any establishment, there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of the employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee, and out of which fund such employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees: Provided further that where an employer is by any law, required to pay, and pays hospital fees in respect of any employee referred to in any such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

(2) The sick leave referred to in sub-clause (1) shall be accumulative over a period of service of not more than two consecutive years.

(3) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 7 (6).

9. 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, 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, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the amount provided for in sub-clause (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, 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 4 (1) for a casual employee, plus in respect of each hour or part of an hour so worked, such wage divided by nine.

(3) *Payment for Work on Sundays.*—Whenever an employee, other than any employee referred to in clause 6 (1) (a) and (b), a milk depot manager and a watchman 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 that the minimum payment to an employee shall be not less than double the remuneration payable to him in respect of the period ordinarily worked by him on a weekday; 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 working 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 4 (1) for a casual employee.

wat gesamentlik hoogstens tien weke in 'n jaar beloop, en, na gelang van die jongste datum, beskou moet word dat dit begin op die datum waarop hy die laaste keer tot verlof geregtig geword het, of verlof toegestaan is, of die datum waarop hy by die werkgewer diens aanvaar het; met dien verstande dat as 'n werknemer se opleidings tydperk ingevolge die Zuid Afrika Verdedigings Wet, 1912, gedurende enige jaar minder as 30 dae is, die tydperk van tien weke met 'n gelyke tydperk wat die opleidings tydperk minder as 30 dae is, verminder moet word.

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer wat na een maand diens by hom van sy werk afwesig is weens siekte of ongeluk, wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeluk waarvoor ingevolge die Ongevallewet, 1941, skadeloosstelling betaalbaar is, in totaal twee weke siekteverlof toestaan gedurende enige diensjaar by hom en moet hom ten opsigte van enige afwesigheidstydperk kragtens die bepalings hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het; met dien verstande dat die werkgewer as 'n vooropgestelde voorwaarde vir betaling deur hom van enige bedrag ten opsigte van so 'n afwesigheid kan eis dat ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevorderd word, 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is, en wat die aard en duur van die werknemer se siekte vermeld, voorgelê word; voorts met dien verstande dat wanneer kragtens 'n ooreenkoms tussen 'n werkgewer en party van sy werknemers of al sy werknemers, of tussen 'n werkgewer en 'n geregistreerde vakvereniging 'n siektebystand- of voorsorgfonds bestaan waaraan die werkgewer ten opsigte van elkeen van sy werknemers wat daarby gebaat sal wees 'n bedrag bydra van minstens die bedrag wat deur elkeen van daardie werknemers betaal word of betaal moet word, en uit welke fonds, daardie werknemer in die geval van afwesigheid of afwesighede weens siekte of ongeval (behalwe 'n ongeluk waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is), geregtig is om gedurende enige jaar ten opsigte van die afwesigheid of afwesighede altesame 'n bedrag te ontvang wat gelyk is aan twee weke se volle loon onder omstandighede wat vir die werknemer wesenlik nie minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie ten opsigte van sodanige werknemers van toepassing is nie; voorts met dien verstande dat wanneer van 'n werkgewer kragtens 'n wet vereis word om ten opsigte van enige werknemer wat in daardie wet voorgeskryf word, hospitaalgeld te betaal en hy dit ook betaal, die bedrag wat aldus betaal word, afgetrek kan word van die betaling wat kragtens hierdie klousule vir siekte verskuldig is, maar nie meer as die bedrag wat ten opsigte van enige tydperk van siekte waarvoor hierin voorsiening gemaak word nie.

(2) Die siekteverlof wat in subklousule (1) genoem word, mag oor 'n tydperk van hoogstens twee jaar agtereenvolgende diens ooploop.

(3) Vir die toepassing van hierdie klousule, het die uitdrukking „diens" dieselfde betekenis as in klousule 7 (6).

9. PUBLIEKE VAKANSIEDAE EN SONDAE.

(1) *Publieke vakansiedae.*—'n Werknemer is geregtig tot en moet verlof toegestaan word met volle betaling op Nuwejaarsdag, Goeie-Vrydag, Gelofte dag en Kersdag; met dien verstande dat van 'n werknemer vereis kan word om op enigen van dié dae te werk.

(2) *Betaling vir werk op publieke vakansiedae.*—(a) As 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie-Vrydag, Gelofte dag of Kersdag werk moet sy werkgewer hom vir elke sodanige dag minstens die bedrag genoem in subklousule (1) betaal plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur die getal gewone ure deur hom per week gewerk.

(b) As 'n los werknemer op Nuwejaarsdag, Goeie-Vrydag, Gelofte dag of Kersdag werk, moet sy werkgewer hom vir elkeen van dié dae minstens die dagloon, in klousule 4 (1) vir 'n los arbeider voorgeskryf, betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur nege.

(3) *Betaling vir werk op Sondae.*—As 'n werknemer, behalwe 'n werknemer genoem in klousule 6 (1) (a) en (b), 'n melk-dépôtbestuurder en 'n wag, op 'n Sondag werk, moet sy werkgewer hom of—

(a) 'n bedrag betaal van minstens die dubbele uurwaarde van sy gewone loon vir elke uur aldus gewerk; met dien verstande dat die minimum betaling aan 'n werknemer minstens dubbel die besoldiging moet wees wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word; of

(b) hom besoldiging teen minstens 1½ maal sy gewone loon-skaal betaal ten opsigte van die totale tydperk op dié Sondag gewerk en hom binne sewe dae na die Sondag een dag vakansie toestaan waarvoor hy hom besoldiging moet betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op die vakansiedag sy gewone werkure vir daardie dag van die week gewerk het.

(4) As 'n los werknemer op Sondag werk, moet sy werkgewer hom dubbel die loon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word.

10. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer who requires his employee to wear any overalls and/or protective clothing or who is compelled by any law or regulation to provide his employee with any overalls and/or protective clothing shall either—

- (a) supply and maintain in good condition free of charge any such overalls and/or protective clothing; or
- (b) pay to his employee, in addition to the remuneration prescribed in clause 4 for an employee of his class and area, a monthly allowance of not less than 6s. 6d., 3s. 9d. and 1s. 4d. in lieu of the supply and maintenance of overalls, gum boots 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 4 for an employee of his class and area, an amount of not less than 2s. 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.

11. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

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

12. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee at the employee's request with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract of employment and the rate of remuneration at the date of such termination.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first month of employment and thereafter—

- (a) in the case of a delivery employee not less than two weeks' notice; and
- (b) in the case of any other employee not less than one week's notice,

of his intention to terminate the contract of employment, or an employer may terminate the contract of employment without notice by paying the employee not less than—

- (i) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by seven in the case of an employee who works a seven-day week, by six in the case of an employee who works a six-day week and by five in the case of an employee who works a five-day week;
- (ii) in the case referred to in paragraph (a) double the weekly wage;
- (iii) in the case referred to in paragraph (b) the weekly wage;

which the employee was receiving immediately before the date of such termination: Provided that this shall not effect—

- (i) the right of an employer or an employee to terminate a contract of employment 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 the periods referred to in paragraphs (a) and (b) as the case may be;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.

(2) When an agreement is entered into in terms of paragraph (ii) of the proviso to sub-clause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall be in writing and shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7, sick leave in terms of clause 8 or during any periods he is required to undergo training in terms of the South Africa Defence Act, 1912.

14. 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) (a) of the regulations made under the Wage Act, 1937 (Act No. 44 of 1937).

15. MANAGEMENT BOARD.

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

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

10. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer wat van sy werknemer vereis om oorpakke en/of beskermende klere te dra, of wat kragtens 'n wet of regulasie verplig is om oorpakke en/of beskermende klere aan sy werknemer te verskaf, moet of—

- (a) dié oorpakke en/of beskermende klere kosteloos verskaf en in goeie toestand hou; of
- (b) sy werknemer, benewens die besoldiging wat in klousule 4 vir 'n werknemer van sy klas en gebied voorgeskryf word, 'n maandelikse toelae van minstens 6s. 6d., 3s. 9d. en 1s. 4d. betaal in plaas van die verskaffing en onderhoud onderskeidelik van oorpakke, rubberstewels en voorskote.

(2) 'n Werkgewer moet in nat weer aan sy werknemer wat aflewerdienste verrig, 'n waterdigte mantel of ander vorm van beskerming verskaf, of daardie werknemers benewens die besoldiging wat in klousule 4 vir 'n werknemer van sy klas en gebied voorgeskryf, 'n bedrag van minstens 2s. per maand betaal. Wanneer 'n werkgewer 'n waterdigte mantel of ander beskerming aan sy werknemer verskaf, bly die artikel die werkgewer se eiendom.

11. VERBOD OP INDIENSNEMING VAN PERSONE ONDER VYFTIEN JAAR.

'n Werkgewer mag niemand onder vyftien jaar in diens neem nie.

12. DIENSSERTIFIKAAT.

By beëindiging van die dienskontrak van enigeen van sy werknemers, behalwe 'n los werknemer, moet 'n werkgewer op versoek van die werknemer, laasgenoemde voorsien van 'n dienssertifikaat waarop die naam van die werkgewer en dié van die werknemer voluit, die aard van die diens, die aanvangsdatum van die dienskontrak, die beëindigingsdatum daarvan en die skaal van besoldiging op datum van die beëindiging, aangegee word.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer, of sy werknemer, behalwe 'n los werknemer, moet gedurende die eerste maand diens minstens vier-en-twintig uur diensopsegging gee, en daarna—

- (a) in die geval van 'n afleweringswerknemer, minstens twee weke; en
- (b) in die geval van enige ander werknemer, minstens een week;

vir beëindiging van die dienskontrak, of 'n werkgewer kan die dienskontrak sonder voorafgaande opsegging beëindig deur aan die werknemer minstens onderstaande te betaal:—

- (i) In die geval van vier-en-twintig uur diensopsegging, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur sewe in die geval van 'n werknemer wat 'n sewedaagse week werk en deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk, en deur vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
- (ii) in die geval genoem in paragraaf (a), dubbel die weekloon;
- (iii) in die geval genoem in paragraaf (b), die weekloon;

wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het; met dien verstande dat dit nie onderstaande raak nie:—

- (i) 'n Werkgewer, of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig om 'n rede wat wetlik as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n gelyke diensopseggingstermyn aan albei kante en, na gelang van die geval, vir langer tydperke as dié in paragrawe (a) en (b) genoem, bepaal;
- (iii) die toepassing van verbeurings of boetes wat kragtens wet toegepas kan word op 'n werknemer wat van sy werk wegloop.

(2) As 'n ooreenkoms ingevolge paragraaf (ii) van die voorbehoud by subklousule (1) aangegaan is, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn waarvoor ooreengekom is.

(3) Die diensopsegging wat in subklousule (1) genoem word, gaan in op die dag waarop dit gegee word; met dien verstande dat die diensopseggingstermyn nie met die werknemer se afwesigheid met jaarlikse verlof kragtens die bepalings van klousule 7, siekteverlof kragtens klousule 8, 'n tyd wat hy verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval of gegee word nie.

14. AANTEKENINGS WAT DEUR WERKGEWERS GEHOU MOET WORD.

'n Werkgewer moet te alle tye ten opsigte van sy werknemers aantekening hou van die besoldiging wat aan hulle betaal word, tyd deur hulle gewerk en ander besonderhede soos voorgeskryf by regulasie 5 (1) (a) van die regulasies ingevolge die Loonwet, 1937 (Wet No. 44 van 1937).

15. BEHEERRAAD.

(1) 'n Beheerraad word ingestel, hierna genoem „die raad”, wat verantwoordelik is vir die toepassing van die bepalings van hierdie uitspraak.

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

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

(3) Any vacancy occurring on the Board or amongst alternates shall be filled by a person appointed by the Secretary for Labour.

(4) The Board shall make rules not inconsistent with this award regulating the procedure at meetings of the Board including the appointment of a person to act as Chairman of the Board in the absence of the Chairman.

(5) (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.

(6) (a) The Board may from time to time appoint, upon such conditions as it may determine, any persons as officials including inspectors, 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.

(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 inspector may require; and

(ii) at the request of an inspector 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 inspectors.

(7) (a) To meet the expenses of the Board in carrying out its functions in terms of this award, including the payment of such fees to its members (not exceeding £2. 2s. per diem in the case of ordinary members and £4. 4s. per diem in the case of the Chairman of the Board) as the Board may decide, an employer shall deduct from the wages of each employee, other than a casual employee, the sum of—

(i) 4s. per month in the case of an employee who receives a wage of more than £2. 5s. per week;

(ii) 1s. per month in the case of an employee who receives a wage of £2. 5s. per week or less;

and to the amount so deducted the employer shall add an amount of 20s. per month in respect of each of his establishments 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) whenever in the opinion of the Board, funds have accumulated to an extent that, without in any way impairing the efficient administration of the award, the collection of levies from employers and employees can be suspended, the Board may so suspend the collection of levies but may at any time thereafter if in its discretion the collection of levies again becomes necessary, cancel such suspension: Provided that at least one calendar month's notice of its decision to suspend the collection of levies or to cancel such suspension shall be given by the Board to—

(i) the Secretary for Labour, in writing, and

(ii) the employers and employees by notice in an English and Afrikaans newspaper published or currently circulating in the areas covered by the award.

(8) All assets and unexpended moneys under the control of the Board at the expiration of this award shall be handed over to such Industrial Council or Industrial Councils as are registered for the trade under the Industrial Conciliation Act, 1937, or if no such Council or Councils exist to any new Management Board or other similar body which is established in consequence of the expiration of this award. If more than one Council is in existence at the time of the expiration of this award the assets and unexpended moneys shall be divided between such Councils according to the number of employees employed in the trade in the area for which each Council is registered and for the purpose of this provision the term "employee" shall have the meaning assigned thereto in the Industrial Conciliation Act, 1937. If no council or councils exist and if no new management board or other similar body exists or is in process of establishment the assets and unexpended moneys shall be handed over to the Secretary for Labour for retention pending the establishment of a council or councils or new management board or other similar body. If any such council, board or other similar body is established the Secretary for Labour will hand over the assets and unexpended moneys to such body or bodies on the basis provided in this sub-clause: Provided that if no council, councils, board or other body are established within a period of three years after the expiration of this award the Secretary for Labour shall forthwith dispose of the assets and pay the amount accruing therefrom plus the unexpended moneys to the Consolidated Revenue Fund. Provided further that the Secretary for Labour may deduct from such money any necessary expenditure incurred by him in the handling, safe-keeping or disposal of the assets.

(b) Een verteenwoordiger van werkgewers en een verteenwoordiger van werkers moet uit die gebied binne 'n omtrek van twaalf myl van die hoofposkantoor, Pretoria, en twee verteenwoordigers van werkgewers en twee verteenwoordigers van werkers uit die orige gebiede aangestel word. Vir elke lid, behalwe die voorsitter, moet een plaasvervanger deur die Sekretaris van Arbeid aangestel word.

(3) Vakatures wat in die raad of onder die plaasvervangende lede ontstaan het, word gevul deur persone deur die Sekretaris van Arbeid aangestel.

(4) Die raad stel reëls vas wat nie met hierdie Uitspraak strydig is nie en wat die verrigtings op vergaderings van die raad bepaal met inbegrip van die benoeming van 'n persoon wat by afwesigheid van die voorsitter, as voorsitter van die raad kan optree.

(5) (a) As minstens vier lede van die raad wat op 'n behoorlik gekonstitueerde vergadering aanwesig is, ten gunste van 'n besluit gestem het, word dit as 'n besluit van die raad beskou.

(b) Plaasvervangende lede het die reg om vergaderings van die raad by te woon, maar is alleen geregtig om te stem as hul betrokke prinsipale afwesig is.

(6) (a) Die raad kan van tyd tot tyd, op voorwaardes wat hy kan vasstel, enige persoon as ampsdraer, met inbegrip van inspekteurs, aanstel wat nodig is om hom in staat te stel om sy werksaamhede te verrig, en werkgewers en werknemers moet aan dié persone alle fasiliteite verleen wat nodig is om hul pligte uit te voer.

(b) 'n Werknemer moet—

(i) na die beste van sy vermoë dié inligting betreffende die diensvoorwaardes van sy werknemers verstrek wat deur 'n inspekteur geëis kan word; en

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

(c) Die raad kan enigeen van dié ampsdraers, met inbegrip van inspekteurs, in hul amp skors of daaruit ontslaan.

(7) (a) Ter bestryding van die raad se uitgawes by die uitvoering van sy pligte kragtens dié bepalings van hierdie Uitspraak, met inbegrip van betaling van dié gelde aan sy lede (maar hoogstens £2. 2s. per dag in die geval van gewone lede en £4. 4s. per dag in die geval van die voorsitter van die raad) waartoe die raad kan besluit, moet 'n werknemer van die loon van elkeen van sy werknemers, behalwe 'n los werknemer, die som van—

(i) 4s. per maand in die geval van 'n werknemer wat 'n loon van meer as £2. 5s. per week ontvang;

(ii) 1s. per maand in die geval van 'n werknemer wat 'n loon van £2. 5s. per week, of minder, ontvang;

aftrek en by dié bedrag aldus afgetrek, moet die werknemer 'n bedrag van 20s. per maand voeg vir elkeen van sy inrigtings en die totale som maandeliks aan die raad stuur uiterlik op die sewende dag na afloop van die maand waarop die genoemde som betrekking het, tesame met 'n opgawe wat die name van die werknemer en sy werknemers, bedrywe van die werknemers en bedrae wat afgetrek is, aantoon.

(b) Wanneer na die mening van die raad, fondse tot so 'n bedrag opgehoop het dat die invordering van bydraes van werkgewers en werknemers sonder gevaar vir die doeltreffende toepassing van die Uitspraak opgeskort kan word, kan die raad die invordering van bydraes aldus opskort, maar kan te eniger tyd dié opskorting herroep as, na sy goedgeдумe, die invordering van bydraes weer noodsaaklik geword het; met dien verstande dat die raad minstens een kalendermaand kennis van sy besluit om die invordering van bydraes op te skort of dié opskorting in te trek, soos volg moet gee:—

(i) skriftelik aan die Sekretaris van Arbeid; en

(ii) aan die werkgewers en werknemers deur middel van 'n kennisgewing in 'n Afrikaanse en 'n Engelse koerant wat in die gebiede deur die Uitspraak gedek, uitgegee word of ten tye daarvan daarin sirkuleer.

(8) Al die bates en onbestede geld in beheer van die raad moet by verstryking van hierdie Uitspraak oorhandig word aan die nywerheidsraad of nywerheidsrade wat kragtens die Nywerheid-versoeningswet, 1937, vir die nywerheid geregistreer is, of, as daar nie so 'n raad of rade bestaan nie, aan 'n nuwe raad of ander soortgelyke liggaam wat as gevolg van die verstryking van hierdie Uitspraak gestig is. As daar ten tye van die verstryking van hierdie Uitspraak meer as een raad bestaan, moet die bates en onbestede geld tussen dié rade verdeel word ooreenkomstig die getal werknemers wat in die nywerheid werksaam is in die gebied waarvoor elke raad geregistreer is, en vir die toepassing van hierdie bepaling het die uitdrukking „werknemers" die betekenis wat daaraan toegeken word in die Nywerheid-versoeningswet, 1937. As daar geen raad of rade bestaan nie en as daar geen nuwe raad of soortgelyke liggaam bestaan of opgerig word nie, moet die bates en onbestede geld aan die Sekretaris van Arbeid oorhandig word vir bewaring in afwagting van die oprigting van 'n raad of rade of nuwe beheerraad of ander soortgelyke liggaam. Wanneer so 'n raad, beheerraad of ander soortgelyke liggaam gestig is, moet die Sekretaris van Arbeid die bates en onbestede geld oorhandig aan die liggaam of liggame op die basis soos in hierdie subklousule bepaal; met dien verstande dat wanneer geen raad, rade, beheerraad of ander liggaam binne 'n tydperk van drie jaar na verstryking van hierdie Uitspraak gestig is nie, die Sekretaris van Arbeid onmiddellik moet oorgaan tot beskikking oor die bates en die bedrag wat daarvoor ontvang word, plus die onbestede geld, by die Gekonde-soordeerde Inkomstefonds inbetaal; voorts met dien verstande dat die Sekretaris van Arbeid alle nodige uitgawes kan aftrek wat deur hom gedoen is in verband met die hantering, bewaring of beskikking oor die bates.

(9) The Board established under this clause may continue to function until the 30th of June, 1953, for the purpose of disposing, in accordance with the provisions of sub-clause (8), of the assets and unexpended moneys referred to in that sub-clause, and generally for the purpose of winding up its affairs.

(10) The expenses of the Board in carrying out its functions under sub-clause (9) shall be met from the unexpended moneys referred to in sub-clause (8).

16. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause, the Board may grant exemption from any of the provisions of this award to or in respect of any person for any good or sufficient reason: Provided that no exemption shall be granted from the provisions of sub-clause (3) of clause 9.

(2) The Board shall fix, in respect of any person granted a licence of exemption, the conditions subject to which such exemption is granted and the period during 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 award 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.

S. P. DU T. VILJOEN, *Arbitrator.*

P. R. VIVIERS, *Arbitrator.*

J. J. SCHEEPERS, *Arbitrator.*

Pretoria, 30th May, 1952.

(9) Die raad wat by hierdie klousule ingestel word, kan tot 30 Junie 1953 optree vir die doel om ooreenkomstig die bepalinge van subartikel (8) oor die bates en onbestede geld te beskik, waarna in daardie subklousule verwys word, en oor die algemeen vir die doel om sy sake af te wikkell.

(10) Die uitgawes van die raad, aangegaan kragtens sy bevoegdhede ingevolge subklousule (9), moet verveen word uit die onbestede geld waarna in subklousule (8) verwys word.

16. VRYSTELLINGS.

(1) Behalwe soos bepaal in subklousule (2) van hierdie klousule, kan die raad vrystelling om enige goeie of voldoende rede van enigeen van die bepalinge van hierdie Uitspraak verleen aan, of ten opsigte van, enige persoon; met dien verstande dat geen vrystelling van die bepalinge van subklousule (3) van klousule 9 verleen kan word nie.

(2) Die raad stel ten opsigte van enige persoon aan wie 'n vrystellingsertifikaat verleen word, die voorwaardes vas waarop en die termyn waarvoor die vrystelling van krag is; met dien verstande dat die raad na goëddunke en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, hetsy 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 deur die raad of 'n behoorlik gemagtigde persoon onderteken, uitreik, wat vermeld—

- (a) die betrokke persoon se naam voluit;
 - (b) die bepaling van die Uitspraak 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, in volgorde nommer;
 - (b) van elke sertifikaat, wat uitgereik word, 'n afskrif hou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid vir die gebied waarin die betrokke werkgewer se inrigting geleë is, stuur; en
 - (c) as vrystelling aan 'n werkgewer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

S. P. DU T. VILJOEN, *Skeidsregter.*

P. R. VIVIERS, *Skeidsregter.*

J. J. SCHEEPERS, *Skeidsregter.*

Pretoria, 30 Mei 1952

CRIMINAL PROCEDURE AND EVIDENCE ACT, 1917

(Act No. 31 of 1917)

(With Amendments up to and including 1933)

Price 2s. 6d

Obtainable from the Government Printer, Pretoria and Cape Town

WET OP DIE KRIMINELE PROSEDURE EN BEWYSLERING, 1917

(Wet No. 31 van 1917)

(Met Wysigings tot en met 1933)

Prys 2s. 6d.

Verkrygbaar by die Staatsdrukker, Pretoria en Kaapstad

Know Your National Heritage!

Buy a copy of

THE MONUMENTS OF SOUTH AFRICA

Edited by C. van Riet Lowe and B. D. Malan for the Historical Monuments Commission

REVISED AND ENLARGED SECOND EDITION 1951

LAVISHLY ILLUSTRATED

A book that will help you to see and appreciate your country in a new way and lead you to interesting discoveries wherever you live or travel

PRICE 15s.

Order your copy, in English or Afrikaans, from THE GOVERNMENT PRINTER, PRETORIA

Ken u Nasionale Erfenis!

Koop 'n kopie van

DIE GEDENKWAARDIGHEDEN VAN SUID-AFRIKA

Geredigeer deur C. van Riet Lowe en B. D. Malan vir die Historiese Monumente-kommissie

HERSIENE EN VERGROTE TWEDE UITGAWE 1951

PRAGTIG GE-ILLUSTREER

'n Boek wat u sal help om u land op 'n nuwe manier te ken en te waardeer. Dit sal u na interessante ontdekkings lei, waar u ook mag woon of reis

PRYS 15s.

Bestel u kopie, in Afrikaans of Engels, by DIE STAATSDRUKKER, PRETORIA

Reading matter for Farmers!

The Department of Agriculture, Pretoria, issues the following publication (in English and Afrikaans) in the interest of farmers and the agricultural industry generally—

FARMING in South Africa

SUBSCRIPTIONS

In the Union, South West Africa, Bechuanaland Protectorate, Southern and Northern Rhodesia, and Mozambique, 5s. per annum, post free (otherwise 7s. 6d. per annum). Subscriptions may be posted direct to the Government Printer, Pretoria, or handed in at any Magistrate's Office or Post Office.

A monthly Journal of short practical articles, notes, etc., designed particularly for farmers who want sound, departmental advice in plain, non-technical language . . . Every farmer should keep in touch with his Department of Agriculture, and obtain the advice it is able to give by reading—

FARMING IN SOUTH AFRICA

Leesstof vir Boere!

Die Landboudepartement, Pretoria, gee die volgende blad uit (in Afrikaans en Engels) in belang van boere en die Landboubedryf in die algemeen—

BOERDERY in Suid-Afrika

INTEKENGELD

in die Unie, Suidwes-Afrika, Bechuanaland Protektoraat, Suid- en Noord-Rhodesië en Mozambique, 5s. per jaar, posvry (anders 7s. 6d. per jaar). Intekengeld kan direk aan die Staatsdrukker, Pretoria, gepos of in 'n magistraatskantoor of poskantoor oorhandig word.

'n Maandblad met kort, praktiese artikels, aantekennings, ens., spesiaal bestem vir boere wat goeie, departementele advies in eenvoudige, nie-tegniese taal wil hê . . . Elke boer behoort met sy landboudepartement in voeling te bly en die advies te verkry wat dit in staat is om te gee deur—

BOERDERY IN SUID-AFRIKA *te lees*