



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

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PRETORIA,

3 APRIL 1959.
3 APRIL

PRYS 6d.

[No. 6200.]

GOVERNMENT NOTICES.

DEPARTMENT OF COMMERCE AND INDUSTRIES.

No. 510.]

[3 April 1959.]

PRICE CONTROL.

**MAXIMUM PRICES OF BAGS (NEW AND USED),
HESSIAN AND WOOLPACKS (NEW AND USED).**

In terms of War Measure No. 49 of 1946, I, Pieter Gerhardus Cloete Rousseau, Deputy Price Controller, acting by virtue of the powers assigned to me by the Price Controller in terms of regulation 1 of the said War Measure, hereby withdraw Government Notice No. 620 of 25th March, 1955 [Maximum Prices of Bags (New and Used)], hessian Woolpacks (New and Used), as amended.

P. G. C. ROUSSEAU,
Deputy Price Controller.

NOTE.—The effect of this notice is to suspend price control on bags.

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING.

No. 508.]

[3 April 1959.]

WINTER CEREAL SCHEME.

BREAD PRICES.

In terms of sub-section (1) of section *twenty-nine* of the Marketing Act, 1937 (Act No. 26 of 1937), as amended, I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Economics and Marketing, hereby make known that the Wheat Industry Control Board referred to in section 2 of the Winter Cereal Scheme, published under Proclamation No. 184 of 1949, as amended, has, in terms of section 26 of that scheme, and with my approval, amended the prohibitions made known by Government Notice No. 1989 of the 31st October, 1956, as amended by Government Notice No. 1708 of the 1st November, 1957, as set out in the Schedule hereto.

And I do hereby further make known that the said amendment shall become operative on the third day of April, 1959.

D. C. H. UYS,

Minister of Agricultural Economics and Marketing.

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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN HANDEL EN NYWERHEID.

No. 510.]

[3 April 1959.]

PRYSBEHEER.

MAKSIMUM PRYSE VAN SAKKE (NUWE EN GEBRUIKTE), GOIING- EN WOLSAKKE (NUWE EN GEBRUIKTE).

Ek, Pieter Gerhardus Cloete Rousseau, Adjunk-pryskontroleur, handelende kragtens die bevoegdheid my deur die Prys-kontroleur verleen kragtens regulasie 1 van Oorlogsmaatreël No. 49 van 1946, herroep hierby Goewermenskennisgewing No. 620 van 25 Maart 1955 [Maksimum Pryse van Sakke (Nuwe en Gebruikte)], Goiing- en Wolsakke (Nuwe en Gebruikte), soos gewysig.

P. G. C. ROUSSEAU,
Adjunk-pryskontroleur.

OPMERKING.—Die uitwerking van hierdie kennisgewing is dat prysbeheer op sakke opgeskort word.

DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING.

No. 508.]

[3 April 1959.]

WINTERGRAANSKEMA.

BROODPRYSE.

Ooreenkomstig subartikel (1) van artikel *nege-en-twintig* van die Bemarkingswet, 1937 (Wet No. 26 van 1937), soos gewysig, maak ek, DIRK CORNELIS HERMANUS UYS, Minister van Landbou-ekonomie en -bemarking, hierby bekend dat die Raad van Beheer oor die Koringnywerheid genoem in artikel 2 van die Wintergraanskema wat by Proklamasie No. 184 van 1949, soos gewysig, gepubliseer is, kragtens artikel 26 van daardie Skema en met my goedkeuring die verbodsbepalings bekendgemaak by Goewermenskennisgewing No. 1989 van 31 Oktober 1956, soos gewysig deur Goewermenskennisgewing No. 1708 van 1 November 1957, gewysig het soos in die Bylae hiervan aangedui.

En voorts maak ek hierby bekend dat genoemde wysiging op die derde dag van April 1959 in werking tree.

D. C. H. UYS,

Minister van Landbou-ekonomie en -bemarking.

1—6200

SCHEDULE.

SELLING PRICES OF BREAD.

The Annexure to the Schedule to Government Notice No. 1989 of the 31st October, 1956, as amended by Government Notice No. 1708 of the 1st November, 1957, is hereby further amended by—

- (1) the substitution of sub-clause (1) of clause 1 by the following sub-clause:—

“1. (1) Save as provided in sub-clause (1) of clause 2—

- (a) the minimum and maximum selling prices of white bread, brown bread, whole-wheat bread, enriched brown bread and enriched whole-wheat bread sold as wrapped or unwrapped or sliced and wrapped bread shall be as follows:—

	Minimum Selling Prices, Per 2 lb. d.	Maximum Selling Prices, Per 2 lb. d.
White bread.....	9½	11½
Brown bread.....	7½	9½
Whole-wheat bread.....	7½	9½
Enriched brown bread.....	7½	9½
Enriched whole-wheat bread.....	7½	9½

- (b) the price of compound bread shall be per 100 pounds: 25s. 9d.”; and

- (2) the substitution of clause 2 by the following clause:—

“2. (1) Notwithstanding anything contained in clause 1—

- (a) the maximum prices of the respective grades of bread, sold as wrapped or unwrapped or sliced and wrapped bread for cash at the seller's premises shall be—

	Per 2 lb. d.
White bread	10
Brown bread	8
Whole-wheat bread	8
Enriched brown bread	8
Enriched whole-wheat bread	8

provided that where bread has been transported by rail, road motor service or post to a person outside any centre or in any centre in which there is not a baker registered with the Wheat Control Board for the manufacture of bread, such person may add to the selling price of such bread the costs actually incurred by him of such railrage, road motor service charges or postage, calculated to the nearest ¼d.;

- (b) the minimum selling prices for the respective grades of bread, other than compound bread, sold as wrapped or unwrapped or sliced and wrapped bread during any one calendar month to persons who, during the course of such calendar month, buy and accept delivery at a particular place of not less than 20,000 pounds but less than 50,000 pounds of bread from any one seller shall be—

	Per 2 lb. d.
White bread	9
Brown bread	7
Whole-wheat bread	7
Enriched brown bread	7
Enriched whole-wheat bread	7

provided that the buyer shall pay railrage;

BYLAE.

VERKOOPPRYSE VAN BROOD.

Die Aanhangel van die Bylae van Goewermmentskennisgewing No. 1989 van 31 Oktober 1956, soos gewysig deur Goewermmentskennisgewing No. 1708 van 1 November 1957, word hierby verder gewysig deur—

- (1) subklousule (1) van klousule 1 te vervang deur die volgende subklousule:—

„1. (1) Uitgesonderd soos bepaal in subklousule (1) van klousule 2, is—

- (a) die minimum en maksimum verkooppryse van witbrood, bruinbrood, volkoringbrood, verrykte bruinbrood en verrykte volkoringbrood wat as toegedraaide of nie-toegedraaide of gesnyde en toegedraaide brood verkoop word, as volg:—

	Minimum verkoop- pryse, per 2 lb. d.	Maksimum verkoop- pryse, per 2 lb. d.
Witbrood.....	9½	11½
Bruinbrood.....	7½	9½
Volkoringbrood.....	7½	9½
Verrykte bruinbrood.....	7½	9½
Verrykte volkoringbrood.....	7½	9½

- (b) die prys van “compound”-brood per 100 lb.: 25s. 9d.”; en

- (2) klousule 2 te vervang deur die volgende klousule—
“2. (1) Ondanks die bepalings van klousule 1 is—

- (a) die maksimum pryse van die onderskeie grade brood wat as toegedraaide of nie-toegedraaide of gesnyde en toegedraaide brood vir kontant op die verkoper se perseel verkoop word—

	Per 2 lb. d.
Witbrood	10
Bruinbrood	8
Volkoringbrood	8
Verrykte bruinbrood	8
Verrykte volkoringbrood	8

Met dien verstande dat waar brood per spoor, padmotordiens of pos vervoer is na 'n persoon buite 'n sentrum of in 'n sentrum waarin daar nie 'n bakker is wat by die Koringraad vir die maak van brood geregistreer is nie, sodanige persoon die spoorvrag, padmotordienskooste of posgeld wat werklik deur hom betaal is, bereken tot die naaste ¼d., by die verkoopprijs van sodanige brood kan voeg;

- (b) die minimum verkooppryse gedurende 'n kalendermaand vir die onderskeie grade brood, uitgesonderd „compound”-brood, wat as toegedraaide of nie-toegedraaide of gesnyde en toegedraaide brood verkoop word aan persone wat in die loop van sodanige kalendermaand minstens 20,000 lb. maar minder as 50,000 lb. brood van enige besondere verkoper koop en op 'n bepaalde plek in ontvangs neem—

	Per 2 lb. d.
Witbrood	9
Bruinbrood	7
Volkoringbrood	7
Verrykte bruinbrood	7
Verrykte volkoringbrood	7

Met dien verstande dat die koper spoorvrag betaal;

- (c) the minimum selling prices for the respective grades of bread, other than compound bread, sold as wrapped or unwrapped or sliced and wrapped bread, during any one calendar month to persons who during the course of such calendar month buy and accept delivery at a particular place of not less than 50,000 pounds of bread from any one seller, shall be—

	Per 2 lb.
	d.
White bread	8·70
Brown bread	6·70
Whole-wheat bread	6·70
Enriched brown bread	6·70
Enriched whole-wheat bread	6·70

provided that the buyer shall pay railrage;

- (d) the maximum price for bread of any grade, whether sold as wrapped or unwrapped or sliced and wrapped bread, which has been kept for a period in excess of 48 hours since it was baked, shall be 4½d. per 2 pounds.

(2) Where bread is sold in weights other than 2 pounds, the prices shall, subject to the provisions of clause 5 (2), be calculated to the nearest ½d. on the basis of the prices fixed in paragraph (a) or (b) of sub-clause (1) of clause 1, or paragraphs (a), (b), (c) or (d) of sub-clause (1) of this clause, as the case may be."

No. 509.]

[3 April 1959.]

WINTER CEREAL SCHEME.

PRICES OF FLOUR, MEAL, SEMOLINA AND SELF-RAISING FLOUR.

In terms of sub-section (1) of section *twenty-nine* of the Marketing Act, 1937 (Act No. 26 of 1937) as amended, I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Economics and Marketing, hereby make known that the Wheat Industry Control Board referred to in section 2 of the Winter Cereal Scheme, published under Proclamation No. 184 of 1949, as amended, has, in terms of section 26 of that scheme, and with my approval, amended the prohibition made known by Government Notice No. 1625 of 31st October, 1958, as set out in the Schedule hereto.

And I do hereby further make known that the said prohibition shall become operative on the third day of April, 1959.

D. C. H. UYS,
Minister of Agricultural Economics
and Marketing.

SCHEDULE.

SELLING PRICES OF FLOUR, MEAL, SEMOLINA AND SELF-RAISING FLOUR.

The Annexure to the Schedule to Government Notice No. 1625 of the 31st October, 1958, is hereby amended by—

- (1) the substitution of the following for sub-clause (1) of clause 1:—

"(1) Per bag of 200 lb. net:—

	s.	d.
Cake flour	86	4
Bread flour	67	10
Sifted meal	48	5
Unsifted meal	47	5
Semolina	90	4";

- (c) die minimum verkoopprijs gedurende 'n kalendermaand vir die onderskeie grade brood, uitgesonderd „compound"-brood, wat as toegedraaide of nie-toegedraaide of gesnyde en toegedraaide brood verkoop word aan persone wat in die loop van sodanige kalendermaand minstens 50,000 lb. brood van enige besondere verkoper koop en op 'n bepaalde plek in ontvangs neem—

	Per 2 lb.
	d.
Witbrood	8·70
Bruinbrood	6·70
Volkoringbrood	6·70
Verrykte bruinbrood	6·70
Verrykte volkoringbrood	6·70

Met dien verstande dat die koper spoorvrag betaal;

- (d) die maksimum prys vir brood van enige graad, afgesien daarvan of dit as toegedraaide brood of nie-toegedraaide of gesnyde en toegedraaide brood verkoop word, wat gehou word vir 'n langer tydperk as 48 uur nadat dit gebak is, 4½d. per 2 lb.

(2) Waar brood van ander gewigte as 2 lb. verkoop word, word die pryse, behoudens die bepalinge van klousule 5 (2), bereken tot die naaste kwartpennie op die basis van die pryse vasgestel in paragraaf (a) of (b) van subklousule (1) van klousule 1 of paragraaf (a), (b), (c) of (d) van subklousule (1) van hierdie klousule, na gelang van die geval."

No. 509.]

[3 April 1959.]

WINTERGRAANSKEMA.

PRYSE VAN MEELBLOM, MEEL, SEMOLINA EN BRUISMEEL.

Ooreenkomstig subartikel (1) van artikel *nege-en twintig* van die Bemarkingswet, 1937 (Wet No. 26 van 1937), soos gewysig, maak ek, DIRK CORNELIS HERMANUS UYS, Minister van Landbou-ekonomie en -bemarking, hierby bekend dat die Raad van Beheer oor die Koringnywerheid genoem in artikel 2 van die Wintergraanskema, gepubliseer by Proklamasie No. 184 van 1949, soos gewysig, kragtens artikel 26 van daardie Skema en met my goedkeuring die verbod soos bekendgemaak by Goewermentskennisgewing No. 1625 van 31 Oktober 1958 gewysig het soos in die Bylae hiervan aangedui.

En voorts maak ek hierby bekend dat genoemde verbod op die derde dag van April 1959 in werking tree.

D. C. H. UYS,
Minister van Landbou-ekonomie en
-bemarking.

BYLAE.

VERKOOPPRYSE VAN MEELBLOM, MEEL, SEMOLINA EN BRUISMEEL.

Die Aanhangsel van die Bylae van Goewermentskennisgewing No. 1625 van 31 Oktober 1958 word hierby gewysig deur—

- (1) subklousule (1) van klousule 1 deur die volgende te vervang:—

„(1) Per sak van 200 lb. netto:

	s.	d.
Banketmeelblom	86	4
Broodmeelblom	67	10
Gesifte meel	48	5
Ongesifte meel	47	5
Semolina	90	4";

(2) the substitution in paragraphs (e) and (f) of sub-clause (5) of clause 1 for the amount 7d. of the amount 8d.;

(3) the substitution of sub-clause (1) of clause 2 by the following:—

“(1) *Per bag of 200 lb. net:*

	s.	d.
Cake flour	87	4
Bread flour	68	10
Sifted meal	49	5
Unsifted meal	48	5
Semolina	92	4”;

(4) the substitution of paragraph (a) of sub-clause (1) of clause 4 by the following:—

“(1) (a) For flour, meal and semolina when sold in packings as specified hereunder—

(2) die bedrag 7d. waar dit voorkom in paragrawe (e) en (f) van subklousule (5) van klousule 1 deur die bedrag 8d. te vervang;

(3) subklousule (1) van klousule 2 deur die volgende te vervang:—

“(1) *Per sak van 200 lb. netto:*

	s.	d.
Banketmeelblom	87	4
Broodmeelblom	68	10
Gesifte meel	49	5
Ongesifte meel	48	5
Semolina	92	4”;

(4) paragraaf (a) van subklousule (1) van klousule 4 deur die volgende te vervang:—

“(1) (a) Vir meelblom, meel en semolina wanneer dit in verpakkings verkoop word soos hieronder gespesifiseer—

	Per Bag of 200 lb. net	Per Bag of 100 lb. net (Cotton Container).	Per Bag of 100 lb. net (Jute Container).	Per Bag of 50 lb. net (Cotton Container).	Per Bag of 25 lb. net (Cotton Container).	Per Bag of 10 lb. net (Cotton Container).	Per Bag of 5 lb. net (Cotton Container).	Per Bag of 5 lb. net (Paper Container).
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Cake flour.....	92 4	48 6	47 8	25 0	12 9½	5 5	2 10½	2 7
Bread flour.....	73 10	39 3	38 5	20 2	10 4½	4 5	2 5	2 1½
Sifted meal.....	53 5	29 0	28 2	15 2	7 10	3 5	1 10½	1 7½
Unsifted meal.....	52 5	28 6	27 8	14 11	7 8	3 4	1 10½	1 7
Semolina.....	97 4	51 0	50 2	26 3	13 5	5 8	3 0	2 9

	Per sak van 200 lb netto	Per sak van 100 lb. netto (katoen- houer).	Per sak van 100 lb. netto (jute- houer).	Per sak van 50 lb. netto (katoen- houer).	Per sak van 25 lb. netto (katoen- houer).	Per sak van 10 lb. netto (katoen- houer).	Per sak van 5 lb. netto (katoen- houer).	Per sak van 5 lb. netto (papier- houer).
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Banketmeelblom.....	92 4	48 6	47 8	25 0	12 9½	5 5	2 10½	2 7
Broodmeelblom.....	73 10	39 3	38 5	20 2	10 4½	4 5	2 5	2 1½
Gesifte meel.....	53 5	29 0	28 2	15 2	7 10	3 5	1 10½	1 7½
Ongesifte meel.....	52 5	28 6	27 8	14 11	7 8	3 4	1 10½	1 7
Semolina.....	97 4	51 0	50 2	26 3	13 5	5 8	3 0	2 9

(5) the substitution of paragraph (c) of sub-clause (1) of clause 4 by the following:—

“(c) For flour, meal or semolina sold otherwise than in one or other of the packings referred to in (a) or (b)—

(5) paragraaf (c) van subklousule (1) van klousule 4 deur die volgende te vervang:—

“(c) Vir meelblom, meel of semolina wat andersins verkoop word as in die een of ander van die verpakkings genoem in (a) of (b)—

	For 50 lb. or more, per 200 lb.	For 25 lb. or more, but less than 50 lb., per 25 lb.	For 10 lb. or more, but less than 25 lb., per 10 lb.	For 5 lb. or more, but less than 10 lb., per 5 lb.	For less than 5 lb., per 1 lb.
	s. d.	s. d.	s. d.	s. d.	s. d.
Cake flour...	92 4	12 3	5 0	2 7	0 6½
Bread flour...	73 10	9 10	4 0½	2 1	0 5
Sifted meal...	53 5	7 3½	3 0	1 7	0 4
Unsifted meal...	52 5	7 2	2 11½	1 6½	0 3½
Semolina....	97 4	12 11	5 3	2 8½	0 6½

	Vir 50 lb. of meer, per 200 lb.	Vir 25 lb. of meer, maar minder as 50 lb., per 25 lb.	Vir 10 lb. of meer, maar minder as 25 lb., per 10 lb.	Vir 5 lb. of meer, maar minder as 10 lb., per 5 lb.	Vir minder as 5 lb., per 1 lb.
	s. d.	s. d.	s. d.	s. d.	s. d.
Banketmeel- blom.....	92 4	12 3	5 0	2 7	0 6½
Broodmeel- blom.....	73 10	9 10	4 0½	2 1	0 5
Gesifte meel...	53 5	7 3½	3 0	1 7	0 4
Ongesifte meel	52 5	7 2	2 11½	1 6½	0 3½
Semolina....	97 4	12 11	5 3	2 8½	0 6½

Buy Union Loan Certificates
Koop Unie-leningssertifikate



UNION OF SOUTH AFRICA
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3 APRIL

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[No. 6201.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 514.]

[3 April 1959.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 184.

MEAT TRADE, CAPE TOWN.

By direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto, in respect of the Meat Trade, and has fixed the 27th day of April, 1959, as the date from which the provisions of the said determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in—

- (a) the municipal areas of Cape Town, Fish Hoek, Simons-town, Goodwood, Parow, Bellville, Pinelands, Kuils River, Milnerton and Durbanville;
- (b) the sub-urban area known as Epping (Epping Garden Village) within the Magisterial District of Bellville as well as the local areas of Bergvliet and Ottery within the Magisterial District of Wynberg,

to employees engaged in the Meat Trade and to the employers of such employees, but it shall not apply to employers and employees in respect of work covered by Wage Determination No. 157 (Cold Storage and Bacon Curing and/or Smallgoods Manufacturing Industries).

2. DEFINITIONS.

(1) Unless a different intention appears, any expression used in this determination which is defined in the Wage Act, 1957, shall have the same meaning as in that Act and unless inconsistent with the context—

- “blockman” means an employee (other than an orderman-blockman) who cuts up meat or serves customers in a retail butcher's shop and who may make up orders and perform any other duties necessary in a butcher's shop;
- “blockman, qualified” means a blockman who has had not less than 5 years' experience;
- “blockman, unqualified” means a blockman who has had less than 5 years' experience;
- “casual employee” means an employee who is employed by the same employer on not more than 3 days in any week;
- “clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a storeman and a telephone operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's duties;
- “clerk, female, qualified,” means a female clerk who has had not less than four years' experience;
- “clerk, female, unqualified,” means a female clerk who has had less than four years' experience;
- “clerk, male, qualified,” means a male clerk who has had not less than five years' experience;
- “clerk, male, unqualified,” means a male clerk who has had less than five years' experience;
- “cost of living allowance” means the allowance prescribed in War Measure No. 43 of 1942, as amended, and as construed in terms of section two of the War Measures Continuation Act, 1948, and paragraph (b) of section two of the War Measures Continuation Act, 1950, or, where an employer regularly pays an employee a cost of living allowance higher than that so prescribed, it means such higher allowance;

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 514.]

[3 April 1959.]

LOONWET No. 5 VAN 1957.

LOONVASSTELLING No. 184.

VLEISBEDRYF, KAAPSTAD.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn, ten opsigte van die Vleisbedryf gemaak het en die 27ste dag van April 1959, bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie vasstelling is van toepassing in—

- (a) die munisipale gebiede van Kaapstad, Vishock, Simonstad, Goodwood, Parow, Bellville, Pinelands, Kuilsrivier, Milnerton en Durbanville;
- (b) die voorstedelike gebied bekend as Epping (Epping-tuindorp) binne die landdrosdistrik Bellville, sowel as die plaaslike gebiede Bergvliet en Ottery binne die landdrosdistrik Wynberg,

op die werknemers betrokke by die Vleisbedryf en op die werkgewers van sodanige werknemers, maar dit is nie op werkgewers en werknemers ten opsigte van werk gedek deur Loonvasstelling No. 157 (Koelkamernywerheid en Nywerheid vir die Bereiding van Spek en/of die Vervaardiging van Kleingoodere), van toepassing nie.

2. WOORDOMSKRYWING.

(1) Tensy klaarblyklik iets anders bedoel word, het alle uitdrukkings wat in hierdie vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet, en tensy teenstrydig met dié samehang, beteken—

- „blokman” ’n werknemer (uitgesonderd ’n bestellingnemer-blokman) wat vleis opsy of klante in ’n kleinhandelsslagerswinkel bedien en wat bestellings kan opmaak en alle ander nodige pligte in ’n slagterswinkel kan verrig;
- „blokman, gekwalifiseer,” ’n blokman met minstens vyf jaar ondervinding;
- „blokman, ongekwalifiseer,” ’n blokman met minder as vyf jaar ondervinding;
- „los werknemer” ’n werknemer wat vir hoogstens drie dae in ’n week deur dieselfde werkgewer in diens geneem word;
- „klerk” ’n werknemer wat skryf-, tik- of liasseerwerk of enige ander vorm van klerklike werk verrig, en ook ’n kassier, ’n magasynman en ’n telefoonoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se pligte;
- „klerk, vroulik, gekwalifiseer,” ’n vroulike klerk met minstens vier jaar ondervinding;
- „klerk, vroulik, ongekwalifiseer,” ’n vroulike klerk met minder as vier jaar ondervinding;
- „klerk, manlik, gekwalifiseer,” ’n manlike klerk met minstens vyf jaar ondervinding;
- „klerk, manlik, ongekwalifiseer,” ’n manlike klerk met minder as vyf jaar ondervinding;
- „lewenskostoelae” die toelae wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf is en soos uitgelê in artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1948, en paragraaf (b) van artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1950, of, waar ’n werkgewer aan ’n werknemer gereeld ’n lewenskostoelae betaal wat hoër is as dié aldus voorgeskryf, beteken dit sodanige hoër toelae;

"delivery employee" means an employee who delivers goods otherwise than by using a motor vehicle and, in addition, is required to collect or record orders from customers and to receive cash in the case of C.O.D. sales;

"emergency work" means any work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay and includes work connected with the loading and unloading of trucks or vehicles of the South African Railways and Harbours;

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

"experience" means in relation to a clerk, saleswoman, slaughterman, slaughterman's assistant, blockman or storeman, the total period or periods of employment which such employee has had in his or her category of work;

"first blockman" means a qualified blockman in charge of a retail butcher's shop in which one or more qualified blockmen are employed, and where only one blockman is employed, such blockman shall be deemed to be a first blockman;

"foreman slaughterman" means a slaughterman who is in general charge of slaughtering operations in any establishment or portion thereof in which at least one other slaughterman is employed;

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

- (a) Cleaning premises, vehicles, utensils, implements, tools or machinery;
- (b) feeding, watering, herding or driving livestock;
- (c) cleaning live animals or washing carcasses;
- (d) harnessing or unharnessing animals;
- (e) carrying, wrapping or stacking meat, utensils, materials, hides or skins;
- (f) loading or unloading goods, meat or livestock;
- (g) making or maintaining fires, or removing refuse or ash;
- (h) opening or closing doors of cold-storage chambers;
- (i) hoisting or dragging carcasses otherwise than by means of power-driven mechanical appliances;
- (j) delivering goods, letters or messages otherwise than by means of a motor vehicle;
- (k) cleaning or sorting offal, hides or skins;
- (l) killing, plucking or cleaning poultry, or cleaning fish;
- (m) cutting up meat for mincing, cleaning bones, feeding or emptying mincing machines, or unfolding sausage casings;
- (n) tying sausages or polonies, sawing up soup meat, chopping up bones, cutting up or melting fat, or putting fat through machines;

"law" includes the common law;

"livestock" means any bull, bullock, cow, heifer, steer, tollie, calf, sheep, lamb, goat, pig, horse, donkey, game or other quadruped intended for human consumption and includes poultry;

"manager" means an employee who is charged by his employer with the overall—

- (a) supervision over,
- (b) responsibility for, and
- (c) direction of,

the activities of an establishment and the employees engaged therein;

"meat" means meat intended for human consumption and includes game, horse meat, donkey meat, rabbit meat and poultry;

"meat trade" means—

- (a) the slaughtering of livestock;
- (b) the handling, preparation, preservation, sale or distribution of meat by all undertakings in respect of which is required a wholesale or retail butcher's licence in terms of Item 7 of Part I of the Second Schedule to the Licences Consolidation Act, 1925,

and includes all operations incidental to such undertaking or the slaughtering of livestock or consequent thereon;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, (Act No. 44 of 1957), but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"motor vehicle" means a mechanically propelled four or more wheeled vehicle used for conveying goods, including livestock, and includes a mechanical horse and a tractor;

"motor vehicle driver" means an employee engaged in driving a motor vehicle, and for the purpose of this definition "driving a motor vehicle" is deemed to include 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 on duty in readiness to drive;

"offal attendant" means an employee who is engaged in receiving or issuing offal and in keeping the necessary records in connection with such receipt or issue;

"aflerwingsbediende" 'n werknemer wat goedere aflerw op 'n ander wyse as deur die gebruik van 'n motorvoertuig en van wie daar ook vereis word om bestellings van klante in te samel of neer te skryf en om kontant te ontvang in die geval van K.B.A.-verkope;

"noodwerk" enige werk wat weens 'n onvoorsiene oorsaak soos 'n brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim verrig moet word, en ook werk in verband met die laai en aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in enige afdeling van die vleisbedryf in diens is;

"ondervinding" met betrekking tot 'n klerk, verkoopsdame, slagman, slagmanassistent, biokman of magasinman, die totale tydperk of tydperke diens wat sodanige werknemer in sy of haar soort werk gehad het;

"eerste blokman" 'n gekwalifiseerde blokman wat beheer voer oor 'n kleinhandelslagterswinkel waarin een of meer gekwalifiseerde blokmanne in diens is, en waar slegs een blokman in diens is, word sodanige blokman geag 'n eerste blokman te wees;

"voormanslagman" 'n slagman wat algemene beheer voer oor slagwerksaamhede in enige inrigting of gedeelte daarvan waarin minstens een ander slagman in diens is;

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

- (a) Persele, voertuie, gerei, implemente, gereedskap of masjinerie skoonmaak;
- (b) lewende hawe van voer en water voorsien en hulle oppas of aanjaag;
- (c) lewende diere skoonmaak of karkasse afwas;
- (d) diere in- of uitspan;
- (e) vleis, gerei, materiale, huide of velle dra, toedraai of opstapel;
- (f) goedere, vleis of lewende hawe op- of aflaai;
- (g) vure opmaak of stook of vuilgoed of as verwyder;
- (h) deure van koelkamers oop- of toemaak;
- (i) karkasse ophys of sleep op 'n ander manier as deur middel van meganiese kragtoestelle;
- (j) goedere, briewe of boodskappe aflerw op 'n ander manier as deur middel van 'n motorvoertuig;
- (k) afval huide of velle skoonmaak of sorteer;
- (l) pluimvee doodmaak, pluk of skoonmaak of vis skoonmaak;
- (m) vleis vir maal opsnij, bene skoonmaak, vleismeule voer of leegmaak en worsomhulsels oopvou;
- (n) wors of polonie vasbind, sopvleis opsaag, bene stuk-kend kap, vet opsnij of smelt of vet deur masjiene stuur;

"wet" ook die gemene reg;

"lewende hawe" enige bul, os, koei, vers, jongos, tollie, kalf, skaap, lam, bok, vark, perd, donkie, wildsbok of ander viervoetige dier wat vir menslike verbruik bedoel is, en ook pluimvee;

"bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele—

- (a) toesig oor,
- (b) verantwoordelikheid vir, en
- (c) beheer oor,

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daar werksaam is;

"vleis" vleis wat vir menslike verbruik bedoel is en sluit in wilds-, perde-, donkie- en konynvleis asook pluimvee;

"vleisbedryf"—

- (a) die slag van lewende hawe;
- (b) die hantering, voorbereiding, preservering, verkoop of verspreiding van vleis deur alle ondernemings ten opsigte waarvan 'n groothandel- of kleinhandelslagters-lisensie ingevolge item 7 van Deel I van die Tweede Bylae van die Licenties Konsolidatie Wet, 1925, vereis word;

en omvat alle handeling wat met so 'n onderneming of met die slag van lewende hawe saamgaan of daaruit voortvloei;

"militêre opleiding" ononderbroke opleiding wat 'n werknemer verplig is om mee te maak ingevolge artikel een-en-twintig (1), gelees met subartikel (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957 (Wet No. 44 van 1957), maar omvat geen opleiding wat hy vrywillig meemaak ingevolge artikel drie-en-twintig van genoemde Wet nie en ook nie enige ander opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy vrywillig meemaak nie;

"motorvoertuig" 'n kragoangedrewe vier- of meerwielige voertuig wat gebruik word vir die vervoer van goedere, met inbegrip van lewende hawe, en ook 'n voorhaker en 'n trekker;

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordomskriving word "n motorvoertuig bestuur" geag alle tydperke van bestuur in te sluit en al die tyd wat die bestuurder bestee het aan werk in verband met die voertuig of die vraag, of alle tydperke wat hy verplig is om op diens te bly in gereedheid om te bestuur;

"afvalwerker" 'n werknemer wat afval ontvang of uitreik of wat die nodige registers in verband met sodanige ontvang of uitreiking hou;

"orderman-blockman" means an employee who canvasses or collects orders, cuts, makes up and delivers such orders, and who may assist a blockman, but who does not serve customers in the shop;

"part-time motor vehicle driver" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the part-time driver, while in charge of the vehicle, on work connected with the vehicle or its load;

"piece-work" means any system under which an employee's remuneration is based on the quantity or output of work done;

"retail butcher's shop" means any premises or portion thereof in or upon which any person carries on the business of selling meat in retail quantities and in respect of which he is required to hold a retail butcher's licence in terms of Item 7 of Part I of the Second Schedule to the Licences Consolidation Act, 1925;

"saleswoman" means a female employee who, in a retail butcher's shop, is engaged in serving customers or wrapping of parcelling orders and who may for these purposes weigh meat, slice or cut processed meat, or, by cutting or otherwise, divide meat previously prepared or cut up by a blockman for sale by retail;

"saleswoman, qualified" means a saleswoman who has had not less than four years' experience;

"saleswoman, unqualified" means a saleswoman who has had less than 4 years' experience;

"senior managerial, professional or administrative employee" means an employee, other than a first blockman, who is charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative or professional character in the conduct of the activities of the establishment;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of supplies, a general breakdown or threatened breakdown of machinery or plant or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency;

"slaughterman" means an employee who is engaged in killing or bleeding livestock or flaying or dressing carcasses, and who may supervise a group of slaughterman's assistants;

"slaughterman, qualified" means a slaughterman who has had not less than three years' experience;

"slaughterman, unqualified" means a slaughterman who has had less than three years' experience;

"slaughterman's assistant" means an employee who under the supervision of a slaughterman is engaged in flaying or dressing carcasses and in operations incidental thereto;

"slaughterman's handyman" means an employee engaged in cutting off heads or forelegs from carcasses, splitting breasts with a handsaw, removing plucks or cutting out tongues, but who performs no other operations in connection with the flaying or dressing of a carcass;

"storeman" means an employee who, in an establishment other than a retail butcher's shop, is in charge of stores, receives goods into and despatches goods from a warehouse, store or cold storage and who maintains the necessary records;

"sub-manager" means an employee who is charged by his employer with—

- (a) the supervision over, and
- (b) the responsibility for the direction of,

the activities of a department or division or section of an establishment and the employees engaged therein,

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

"watchman" means an employee engaged in guarding premises or other property.

(2) For the purpose of this determination an employee shall be deemed to be in that class in which he is wholly or mainly employed.

3. WAGES.

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

	Per Week.
	£ s. d.
First blockman	9 0 0
Blockman, qualified	7 0 0
Blockman, unqualified—	
during first year of experience	3 0 0
during second year of experience	3 10 0
during third year of experience	4 5 0
during fourth year of experience	5 0 0
during fifth year of experience	6 0 0
Orderman-blockman	5 0 0
Foreman slaughterman	7 0 0
Slaughterman, qualified	5 0 0

"bestellingnemerblokman" 'n werknemer wat bestellings werf of insamel en sodanige bestellings opsy, opmaak en aflewer en wat 'n blokman kan help maar nie klante in die winkel bedien nie;

"deeltydse motorvoertuigdrywer" 'n werknemer wat gewoonlik ander werksaamhede verrig as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en vir die toepassing van hierdie woordskrywing sluit die uitdrukking „'n motorvoertuig dryf" alle tydperke van dryf in en al die tyd wat die deeltydse bestuurder bestee aan werk in verband met die voertuig of sy vrag terwyl hy in die beheer van die voertuig is;

"stukwerk" enige stelsel ingevolge waarvan 'n werknemer se besoldiging gebaseer word op die hoeveelheid of opbrengs van die werk verrig;

"kleinhandelsslagerswinkel" enige perseel of gedeelte daarvan waarin of waarop enigeen besigheid doen in die verkoop van vleis in kleinhandelshoeveelhede en ten opsigte waarvan hy verplig is om 'n kleinhandelsslagerslisensie te besit ingevolge item 7 van Deel I van die Tweede Bylae van die Licenties Konsolidatiewe Wet, 1925;

"verkoopsdame" 'n vroulike werknemer wat in 'n kleinhandelsslagerswinkel klante bedien of bestellings toedraai of in pakkette opmaak en wat vir hierdie doeleindes vleis kan afweeg, verwerkte vleis in skyfies of stukke kan sny of vleis wat vooraf deur 'n blokman vir kleinhandelsverkoop voorberei of reggesny is, met 'n mes of hoe ook al verder kan verdeel;

"verkoopsdame, gekwalifiseer," 'n verkoopsdame met minstens vier jaar ondervinding;

"verkoopsdame, ongekwalifiseer," 'n verkoopsdame met minder as vier jaar ondervinding;

"senior bestuurs-, professionele en administratiewe werknemer" 'n werknemer, uitgesonderd 'n eerste blokman, wat deur die werkgever belas is met werk wat op hom die verantwoordelikheid lê om in die uitvoering van die bedryfsinrigting se werksaamhede besluite van 'n administratiewe of professionele aard te neem;

"korttyd" 'n tydelike vermindering in die getal gewone werkeure weens bedryfslapte, 'n tekort aan voorrade, 'n algemene of dreigende onklaarraking van die masjinerie of installasie of 'n onklaarraking of dreigende onklaarraking van geboue veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval;

"slagman" 'n werknemer wat lewende hawe slag of laat uitbloei of wat karkasse afslag of skoonmaak en wat oor 'n groep slagmanassistent te toesig kan hou;

"slagman, gekwalifiseer," 'n slagman met minstens drie jaar ondervinding;

"slagman, ongekwalifiseer," 'n slagman met minder as drie jaar ondervinding;

"slagmanassistent" 'n werknemer wat onder die toesig van 'n slagman karkasse afslag of skoonmaak en werksaamhede verrig wat daaruit voortvloei;

"slagmanshulp" 'n werknemer wat koppe of voorpote van die karkasse afsny, borskaste met 'n handsaag oopsaag, harslag verwyder of tonge uitsny maar wat geen ander werksaamhede in verband met die afslag of skoonmaak van 'n karkas verrig nie;

"magasynman" 'n werknemer wat in 'n ander inrigting as 'n kleinhandelsslagerswinkel beheer oor voorrade voer, goedere in 'n pakhuis, loads of koelkamers ontvang en daaruit uitstuur en wat die nodige registers hou;

"onderbestuurder" 'n werknemer wat deur sy werkgever belas is met—

- (a) die toesig oor, en
- (b) die verantwoordelikheid vir die bestuur van

die werksaamhede van 'n departement of afdeling of seksie van 'n inrigting en die werknemers wat daar in diens is;

"loon" die bedrag wat ingevolge klousule 3 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos in klousule 5 voorgeskryf of, waar 'n werkgever aan 'n werknemer gereeld 'n hoër bedrag ten opsigte van sodanige gewone werkeure betaal as dié wat in klousule 3 voorgeskryf is, beteken dit sodanige hoër bedrag;

"wag" 'n werknemer wat waghouding oor persele of ander eiendom.

(2) Vir die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

3. LONE.

(1) Die minimum loon wat 'n werkgever aan elkeen van sy werknemers in ondergenoemde klasse moet betaal, is die volgende:—

	Per week.
	£ s. d.
Eerste blokman	9 0 0
Blokman, gekwalifiseer	7 0 0
Blokman, ongekwalifiseer—	
gedurende eerste jaar ondervinding	3 0 0
gedurende tweede jaar ondervinding	3 10 0
gedurende derde jaar ondervinding	4 5 0
gedurende vierde jaar ondervinding	5 0 0
gedurende vyfde jaar ondervinding	6 0 0
Bestellingnemerblokman	5 0 0
Voormanslagman	7 0 0
Slagman, gekwalifiseer	5 0 0

	Per week. £ s. d.
Slaughterman, unqualified—	
during first year of experience	3 0 0
during second year of experience	3 10 0
during third year of experience	4 5 0
Slaughterman's assistant—	
during first year of experience	2 15 0
thereafter	3 15 0
Slaughterman's handyman	2 10 0
Offal attendant	4 5 0
Motor vehicle driver	4 10 0
Part-time motor vehicle driver	3 10 0
Clerk, female, or saleswoman, qualified	5 1 6
Clerk, female, or saleswoman, unqualified—	
during first year of experience	3 0 0
during second year of experience	3 10 5
during third year of experience	4 0 7
during fourth year of experience	4 11 2
Clerk, male, qualified	6 18 6
Clerk, male, unqualified—	
during first year of experience	3 4 7
during second year of experience	3 18 6
during third year of experience	4 12 4
during fourth year of experience	5 6 2
during fifth year of experience	6 0 0
Delivery, employee	2 7 6
Labourer, 18 years of age and over	2 2 6
Labourer, under 18 years of age	1 12 6
Watchman	2 10 0
Employees not elsewhere in this clause specifically mentioned	2 12 6

(2) *Casual Employee.*—A casual employee shall for every day or part of a day of employment be paid not less than one-fifth of the weekly wage prescribed for an employee (or, in the case of a rising scale, one-fifth of the weekly wage prescribed for a qualified employee) of the same sex who performs the same class of work as the casual employee is required to do: Provided that where a casual employee works for a period of not more than four consecutive hours on any day, his prescribed wage may be reduced by fifty per cent.

(3) *Basis of Contract.*—For the purpose of this clause the basis of contract of an employee, other than a casual employee, shall be weekly and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than his full weekly wage whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 5 or less.

(4) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to do 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 in respect of that day—

- in the case mentioned in (a), not less than the daily wage calculated on the higher weekly rate, and
- in the case mentioned in (b), not less than the daily wage calculated on the notch in the rising scale next above the employee's ordinary wage:

Provided that—

- this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience and sex;
- unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this determination shall be so construed as to preclude an employer from requiring an employee to do work of another class for which the prescribed wage is not higher than that prescribed for such employee;
- for the purpose of this sub-clause the expression "rising scale", when it relates to any class of employee for which increments are prescribed on the basis of length of experience, shall be deemed to include, and terminate with, the wage prescribed for a qualified employee of that class.

(5) *Calculation of Wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

- 5, in the case of an employee who works a five-day week;
- 6, in the case of an employee who works a six-day week.

(b) The monthly wage of an employee shall be $4\frac{1}{2}$ times his weekly wage.

(c) The weekly wage of a monthly paid employee shall be his monthly wage divided by $4\frac{1}{2}$.

4. PAYMENT OF REMUNERATION.

(1) *Employees (Other than Casual Employees).*—Save as provided in clause 6, any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, if the employer and his employee have agreed thereto, in cash or by

	Per Week. £ s. d.
Slagman, ongekwalifiseer—	
gedurende eerste jaar ondervinding	3 0 0
gedurende tweede jaar ondervinding	3 10 0
gedurende derde jaar ondervinding	4 5 0
Slagmanassistent—	
gedurende eerste jaar ondervinding	2 15 0
daarna	3 15 0
Slagmanshulp	2 10 0
Afvalwerker	4 5 0
Motorvoertuigbestuurder	4 10 0
Deeltydse motorvoertuigbestuurder	3 10 0
Klerk, vroulik, of verkoopsdame, gekwalifiseer	5 1 6
Klerk, vroulik, of verkoopsdame, ongekwalifiseer—	
gedurende eerste jaar ondervinding	3 0 0
gedurende tweede jaar ondervinding	3 10 5
gedurende derde jaar ondervinding	4 0 7
gedurende vierde jaar ondervinding	4 11 2
Klerk, manlik, gekwalifiseer	6 18 6
Klerk, manlik, ongekwalifiseer—	
gedurende eerste jaar ondervinding	3 4 7
gedurende tweede jaar ondervinding	3 18 6
gedurende derde jaar ondervinding	4 12 4
gedurende vierde jaar ondervinding	5 6 2
gedurende vyfde jaar ondervinding	6 0 0
Afleweringbediende	2 7 6
Arbeider, 18 jaar en ouer	2 2 6
Arbeider, jonger as 18 jaar	1 12 6
Wag	2 10 0
Werknemers nie elders in hierdie klousule gespesifiseer nie	2 12 6

(2) *Los werknemer.*—Aan 'n los werknemer moet daar vir elke dag of gedeelte van 'n dag diens minstens een vyfde van die weekloon betaal word wat voorgeskryf is vir 'n werknemer (of, in die geval van 'n stygende loonskaal, een vyfde van die weekloon voorgeskryf vir 'n gekwalifiseerde werknemer) van dieselfde geslag wat dieselfde soort werk verrig as wat van die los werknemer verlang word: Met dien verstande dat, waar 'n los werknemer vir 'n tydperk van hoogstens vier agtereenvolgende uur op 'n dag werk, sy voorgeskrewe loon met vyftig persent verminder kan word.

(3) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag en, behoudens die bepaling van klousule 4 (6), moet daar aan 'n werknemer minstens sy volle weekloon ten opsigte van 'n week betaal word ongeag of hy in dié week die maksimum getal gewone ure van toepassing op hom ingevolge klousule 5, of minder ure gewerk het.

(4) *Differensiële loon.*—'n Werkgewer wat 'n werknemer van 'n bepaalde klas verplig of toelaat om vir langer as altesaam een uur op 'n dag hetsy benewens sy eie werk of in die plek daarvan die werk van 'n ander klas te verrig waarvoor—

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

in subklousule (1) voorgeskryf is, moet aan sodanige werknemers ten opsigte van dié dag die volgende betaal—

- In die geval in (a) vermeld, minstens die dagloon bereker op die hoër weekloonskaal, en
- in die geval in (b) vermeld, minstens die dagloon bereker volgens die kerf op die stygende skaal onmiddellik bokaan die werknemer se gewone loon:

Met dien verstande dat—

- waar die verskil tussen klasse ingevolge subklousule (1) gebaseer is op ouderdom, ondervinding of geslag hierdie subklousule nie geld nie;
- teny uitdruklik anders bepaal word in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Vastelling so uitgelê moet word nie dat dié 'n werkgewe belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor die voorgeskrewe loon nie hoër is as dié wat vir sodanige werknemer voorgeskryf is nie;
- vir die toepassing van hierdie subklousule, die uitdrukking "stygende skaal", wanneer dit betrekking het op enig klas werknemer vir wie verhogings voorgeskryf is op grond slag van lengte van ondervinding, geag word die loon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf is, in te sluit en daarop te eindig.

(5) *Berekening van lone.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

- vyf, in die geval van 'n werknemer wat 'n vyfdagweek werk;
- ses, in die geval van 'n werknemer wat 'n sesdagweek werk

(b) Die maandloon van 'n werknemer is vier en een derde maal sy weekloon.

(c) Die weekloon van 'n werknemer wat maandeliks besoldig word, is sy maandloon gedeel deur vier en een derde.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers (uitgesonderd los werknemers).*—Behoudens die bepaling van klousule 6, moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werkgewer en sy werknemer daartoe ooreengekom he

cheque monthly, during the hours of work or within 15 minutes of ceasing work, on the usual pay day of the establishment for such employee, or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing, the employer's name, the employee's name or number and his occupation, the number of ordinary hours and overtime hours worked, details of any deductions made, the remuneration due and the period for which the payment is being made; and such envelope or container or such statement shall become the property of the employee.

(2) *Casual Employees.*—An employer shall pay the remuneration due to a 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 an 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, an employer shall not require his employee to board or lodge, or board and lodge, with him or with any person nominated by him.

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

- With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to a trade union;
- except where otherwise provided in this determination, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- a deduction of any amount which an employer is by any law or order of a competent court required or permitted to make;
- whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week. s. d.	Per Month. £ s. d.
Board	4 0	17 4
Lodging	2 0	8 8
Board and lodging	6 0	1 6 0

- with the written consent of an employee, a deduction for any amount which an employer has paid to any municipal council or other local authority in respect of charges for accommodation in any hostel or the rent of any house occupied by such employee in any location or township under the control of such council or other local authority;
- whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction of one forty-sixth of the employee's weekly wage for each hour of such reduction: Provided that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced, and provided further that no deduction shall be made—
 - in the case of short-time arising out of slackness of trade or shortage of supplies unless the employer has given his employee not less than 24 hours' notice of his intention to reduce the ordinary hours of work;
 - in the case of short-time owing to a general breakdown of plant or machinery, or a breakdown or threatened breakdown of buildings caused by 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.

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

- in the case of an establishment which observes a six-day week—
 - 46 in any week from Monday to Saturday, inclusive, and
 - subject to sub-paragraph (i) hereof, eight hours on any day;

Provided that, if the hours on one day do not exceed five, the hours on any of the other days may be extended to 8½, and provided further that, if on any one of such other days the hours do not exceed 7, the hours of work on one such other day may be extended to 9½;

maandeliks in kontant of per tjek betaal word gedurende die werkure of binne vyftien minute nadat die werk gestaak is op die dag waarop die inrigting gewoonlik sodanige werknemer betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied; en dié bedrag moet in 'n koevert of houer wees waarop die volgende aangeteken is of wat vergesel gaan van 'n opgawe wat die volgende aantoon: Die werkgewer se naam, die werknemer se naam of nommer en sy beroep, die getal gewone ure en oortydure gewerk, besonderhede van enige aftrekkings, die besoldiging verskuldig en die tydperk waarvoor die betaling gedoen word; en hierdie omslag of houer of sodanige opgawe word die eiendom van die werknemer.

(2) *Los werknemers.*—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, in kontant betaal by sy diensbeëindiging.

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks ten opsigte van die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal word of deur hom aangeneem word nie.

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

(5) *Losies en inwoning.*—Behoudens die bepalings van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie sy werknemer verplig om by hom of by enigenen deur hom aangewys, te loseer of in te woon of te loseer en in te woon nie.

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes ople of enige bedrag van sy werknemer se besoldiging aftrek nie, behalwe dat hy die reg het om die volgende te doen:—

- Om met die skriftelike toestemming van sy werknemer, 'n bedrag vir enige vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds of as ledegeld vir 'n vakvereniging af te trek;
- om, wanneer 'n werknemer van werk afwesig is om 'n ander rede as op las of versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan, af te trek, behalwe waar anders bepaal in hierdie Vasstelling;
- om enige bedrag af te trek wat 'n werkgewer by enige wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- om, wanneer 'n werknemer daartoe instem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig is om by sy werkgewer te loseer of in te woon, hoogstens dié bedrae hieronder gespesifiseer, af te trek:—

	Per week. s. d.	Per maand. £ s. d.
Losies	4 0	0 17 4
Inwoning	2 0	0 8 8
Losies en inwoning	6 0	1 6 0

- om, met die skriftelike toestemming van 'n werknemer, enige bedrag af te trek wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het as die koste van huisvesting in 'n koshuis of die huur van 'n huis wat sodanige werknemer bewoon in 'n lokasie of dorpsgebied onder die beheer van sodanige raad of ander plaaslike bestuur;
- om, wanneer die gewone werkure in klousule 5 voorgeskryf, verminderd word as gevolg van korttyd, 'n bedrag gelyk aan een ses-en-veertigste van die werknemer se weekloon, af te trek vir elke uur van sodanige vermindering: Met dien verstande dat sodanige aftrekking nie een derde van die werknemer se weekloon mag oorskry nie, ongeag die getal ure waarmee die gewone werkure aldus verminderd word, en voorts met dien verstande dat geen bedrag afgetrek mag word nie—
 - in die geval van korttyd wat ontstaan as gevolg van bedryfslapte of 'n tekort aan voorraad, tensy die werkgewer sy werknemer minstens vier-en-twintig uur kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - ten opsigte van die eerste uur nie gewerk nie, as dié korttyd te wyte is aan 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval, tensy die werkgewer sy werknemer die dag tevore in kennis gestel het dat daar nie werk sal wees nie.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag hoogstens die volgende wees:—

- In die geval van 'n inrigting met 'n sesdagweek—
 - ses-en-veertig in enige week van Maandag tot en met Saterdag; en
 - behoudens die bepalings van subparagraaf (i) hiervan, agt uur op enige dag;

Met dien verstande dat, as die ure op een dag nie meer as vyf is nie, die ure op enigenen van die ander dae tot agt en 'n half verleng kan word, en voorts met dien verstande dat, as die werkure op enigenen van sodanige ander dae nie meer as sewe is nie, die werkure op een sodanige ander dag tot nege en 'n half verleng kan word;

(b) in the case of an establishment which observes a five-day week—

- (i) 46 in any week from Monday to Friday, inclusive, and
- (ii) subject to sub-paragraph (i) hereof, 9½ hours on any day;

Provided that, where on any day an employee in a retail butcher's shop is required to attend to a customer after the completion of the ordinary hours of work referred to in this sub-clause, the said ordinary hours of work may be exceeded by not more than 15 minutes, and such excess shall be deemed not to be part of the ordinary hours of work or overtime.

(2) The ordinary hours of work of a casual employee shall not on any day exceed 9.

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than 5 hours continuously without a meal interval of not less than one hour, during which such employee shall not be required or permitted to do any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that—

- (i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) if such interval be longer than one hour, any period in excess of 1½ hours shall be deemed to be time worked;
- (iii) an employee who starts work before 7 a.m. shall be granted a break of not less than 30 minutes between 7.30 a.m. and 9 a.m.;
- (iv) a motor vehicle driver who during such interval does no work other than being or remaining in charge of the vehicle or its load shall be deemed for the purpose of this sub-clause not to have worked during such interval.

(4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, during which interval the employee shall not be required or permitted to do any work, and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clause (3) all hours of work on any day shall be consecutive.

(6) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—(a) An employer shall not require or permit an employee, engaged in the slaughtering section of the meat trade, to work overtime for more than ten hours in any week.

(b) An employer shall not require or permit any other employee to work overtime for more than—

- (i) three hours on any day;
- (ii) six hours in any week:

Provided that during the period 23rd December to 31st December, inclusive, sub-paragraphs (i) and (ii) shall not apply.

(8) *Additional Limitations on Ordinary Hours of Work and Overtime in Respect of Female Employees.*—Notwithstanding anything to the contrary contained in sub-clauses (1) and (7) hereof, an employer shall not require or permit a female employee—

(a) to perform any work—

- (i) between 6 p.m. and 6 a.m. or
- (ii) after 1 p.m. on more than five days in any week; or

(b) to work overtime—

- (i) for more than two hours on any day, except that an employee who works a five-day week may work not more than four hours overtime on a Saturday;
- (ii) on more than three consecutive days in any week;
- (iii) on more than 60 days in any year;
- (iv) after completion of her ordinary hours of work for more than one hour on any day unless he has—

- (a) before midday given such employee notice thereof, or
- (b) provided such employee with an adequate meal and in sufficient time to enable her to eat it before overtime is due to commence, or
- (c) paid such employee not less than two shillings and sixpence in sufficient time to enable her to obtain and eat a meal before overtime is due to commence.

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

- (a) in the case of an employee, other than a casual employee, 1½ times his weekly wage divided by 46 in respect of each hour or part of an hour in the aggregate of the overtime so worked on any days in any week;
- (b) in the case of a casual employee, 1½ times his daily wage divided by 9 in respect of each hour or part of an hour so worked on any day.

(10) *Savings.*—(a) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee, manager or sub-manager provided such employee is paid a regular wage at a rate of not less than £780 per annum, or to a watchman.

(b) in die geval van 'n inrigting met 'n vyfdaagweek—

- (i) ses-en-veertig in enige week vanaf Maandag tot en met Vrydag; en
- (ii) behoudens die bepalings van subparagraaf (i) hiervan, 9½ uur op enige dag;

Met dien verstande dat, waar daar op enige dag van 'n werknemer vereis word om in 'n kleinhandelsgaterswinkel 'n klant te bedien na voltooiing van die gewone werkure in hierdie subklousule vermeld, genoemde gewone werkure met hoogstens vyftien minute oorskry mag word, en sodanige ekstra tyd word geag nie deel uit te maak van die gewone werkure of oortyd nie.

(2) Die gewone werkure van 'n los werknemer mag hoogstens nege per dag wees.

(3) *Etensonderbrekings.*—'n Werkgewer mag nie sy werknemer verplig of toelaat om vir langer as vyf uur ononderbroke te werk sonder 'n etensonderbreking van minstens een uur waarin 'n werknemer nie verplig of toegelaat mag word om enige werk te doen nie, en sodanige onderbreking word nie geag deel van die gewone werkure of oortyd te wees nie: Met dien verstande dat—

- (i) werktydperke wat onderbreek word deur pouses van korter as 'n uur, geag word aaneenlopend te wees;
- (ii) indien sodanige onderbreking langer as 'n uur duur, enige tydperk van langer as 1½ uur geag word tyd te wees waarin daar gewerk is;
- (iii) aan 'n werknemer wat voor 7 vm. begin werk, 'n onderbreking van minstens 30 minute tussen 7.30 vm. en 9 vm. toegestaan moet word;
- (iv) 'n motorvoertuigdrywer wat gedurende sodanige pouse geen ander werk verrig as om in die beheer van die voertuig of die wag te wees of te bly nie, vir die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as moontlik aan die middel van die oggend- en die namiddagskof, en gedurende hierdie tydperk mag die werknemer nie verplig of toegelaat word om enige werk te verrig nie, en sodanige pouse word as deel van die gewone werkure geag.

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousule (3) moet alle werkure op enige dag aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat 'n werknemer bo die getal ure soos in subklousules (1) en (2) voorgeskryf, gewerk het, word geag oortyd te wees.

(7) *Beperking van oortyd.*—(a) 'n Werkgewer mag 'n werknemer wat in die slagafdeling van die vleisbedryf in diens is, nie verplig of toelaat om meer as tien uur in enige week oortyd te werk nie.

(b) 'n Werkgewer mag geen ander werknemer verplig of toelaat om langer oortyd te werk as—

- (i) drie uur op 'n dag nie;
- (ii) ses uur in 'n week nie:

Met dien verstande dat, gedurende die tydperk 23 Desember tot en met 31 Desember, subparagrafe (i) en (ii) nie geld nie.

(8) *Adisionele beperkings op gewone werkure en oortyd ten opsigte van vroulike werknemers.*—Ondanks andersluidende bepalings in subklousule (1) en (7) hiervan, mag 'n werkgewer 'n vroulike werknemer nie verplig of toelaat—

- (a) om enige werk te verrig—
 - (i) tussen 6 nm. en 6 vm. nie; of
 - (ii) na 1 nm. op meer as vyf dae in enige week nie; of

(b) om oortyd te werk—

- (i) vir meer as twee uur op 'n dag nie, behalwe dat 'n werknemer wat 'n vyfdaagweek werk, hoogstens vier uur oortyd op 'n Saterdag kan werk;
- (ii) op meer as drie agtereenvolgende dae in 'n week nie;
- (iii) op meer as 60 dae in 'n jaar nie;
- (iv) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure nie, tensy hy—

- (a) sodanige werknemer voor die middag daarvan in kennis gestel het; of
- (b) sodanige werknemer betyds van 'n behoorlike ete voorsien het om dit te kan nuttig voordat sy met oortyd moet begin; of
- (c) sodanige werknemer minstens twee sjelings en ses pennies betyds betaal het om haar in staat te stel om 'n ete te bekom en dit te nuttig voordat sy met oortyd moet begin.

(9) *Betaling vir oortyd.*—'n Werkgewer moet—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, sodanige werknemer betaal teen 'n skaal van minstens een en 'n derde maal sy weekloon gedeel deur ses-en-veertig ten opsigte van elke uur of gedeelte van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het;
- (b) in die geval van 'n los werknemer wat oortyd werk, sodanige werknemer betaal teen 'n skaal van minstens een en 'n derde maal sy dagloon gedeel deur nege ten opsigte van elke uur of gedeelte van 'n uur aldus op enige dag gewerk.

(10) *Voorbehoudsbepalings.*—(a) Die bepalings van hierdie klousule is nie op senior bestuurs-, professionele en administratiewe personeel, 'n bestuurder of onderbestuurder van toepassing nie met dien verstande dat sodanige werknemer 'n gereelde loon ontvang teen 'n skaal van minstens £780 per jaar, en ook nie op 'n wag nie.

(b) The provisions of sub-clauses (3), (4), (5), (7) and (8) shall not apply to an employee who is engaged on emergency work.

(c) The provisions of sub-clause (4) shall not apply to a motor vehicle driver or a labourer who accompanies such driver on his rounds.

(d) The provisions of sub-clause (7) shall not apply to an employee engaged in feeding, watering, herding or driving livestock or tending animals, or to an employee engaged in the delivery of goods to ships or hospitals, or to the military, naval or air forces, or for export.

(11) For the purposes of sub-clauses (9) and (10) the word "wage" shall be deemed to mean an employee's wage plus his cost of living allowance.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (3), an employer shall grant to his employee (other than a casual employee) in respect of each completed 12 months' employment with him—

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

(b) in the case of every other employee, 14 consecutive calendar days' leave; and shall pay such employee—

(i) in the case of an employee mentioned in (a), not less than three times the weekly wage to which he was entitled as from the first day of the commencement of the leave; and

(ii) in the case of an employee mentioned in (b), not less than double the weekly wage to which he was entitled as from the first day of the commencement of the leave:

Provided that the weekly wage of an employee who is engaged on piece-work in terms of clause 9 (1) shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within 2 months after the completion of the twelve months of employment to which it relates;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training;

(iii) if any public holiday 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, and the employee shall in respect of each such day added be paid an amount equal to his daily wage;

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

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

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

(ii) the date of receipt of such request shall be endorsed on it over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of expiry of the period of 12 months' employment to which the leave relates, whichever is the later.

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

(5) An employee whose contract of employment terminates during any 12 months of employment with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid by his employer, in respect of each completed month of such period of employment, not less than one-sixth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

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

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

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this sub-clause.

(b) Die bepalings van subklousules (3), (4), (5), (7) en (8) is nie op 'n werknemer wat noodwerk verrig, van toepassing nie.

(c) Die bepalings van subklousule (4) is nie op 'n motorvoertuigbestuurder of 'n arbeider wat sodanige bestuurder op sy rondes vergesel, van toepassing nie.

(d) Die bepalings van subklousule (7) is nie op 'n werknemer wat lewendende hawe voer, water gee, oppas of aanjaag of wat diere versorg, van toepassing nie, en ook nie op 'n werknemer wat goedere aan skepe of hospitale of aan militêre, vloot- of lugmagte of vir uitvoer aflewer nie.

(11) Vir die toepassing van subklousules (9) en (10) word die woord „loon" geag 'n werknemer se loon plus sy lewenskoste-toelae te beteken.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousules (2) en (3), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande diens by hom, die volgende toestaan:—

(a) In die geval van 'n wag, een-en-twintig agtereenvolgende kalenderdae verlof;

(b) in die geval van alle ander werknemers, veertien agtereenvolgende kalenderdae verlof; en so 'n werknemer moet sodanige werknemer die volgende betaal:—

(i) In die geval van 'n werknemer in (a) genoem, 'n bedrag van minstens driemaal die weekloon waarop hy geregtig is met ingang van die eerste dag waarop die verlof begin; en

(ii) in die geval van 'n werknemer in (b) genoem, 'n bedrag van minstens dubbel die weekloon waarop hy geregtig is, met ingang van die eerste dag waarop die verlof begin:

Met dien verstande dat die weekloon van 'n werknemer wat stukwerk verrig ingevolge klousule 9 (1), bereken moet word op die grondslag uiteengesit in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

(i) as sodanige verlof nie eerder toegestaan is nie, dit behoudens die bepalings van subklousule (3) so toegestaan moet word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het;

(ii) die tydperk van verlof nie mag saamval nie met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk waarin die werknemer militêre opleiding moet meemaak;

(iii) as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, daar vir elke sodanige dag nog 'n dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof, en daar moet ten opsigte van elke sodanige dag wat bygevoeg word, aan die werknemer 'n bedrag betaal word wat aan sy dagloon gelykstaan;

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

(3) Op die skriftelike versoek van sy werknemer, kan 'n werkgewer die jaarlikse verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ophoop: Met dien verstande dat—

(i) die werknemer sodanige versoek binne twee maande na afloop van die twaalf maande diens waarop die verlof betrekking het, moet doen;

(ii) die werkgewer die ontvangsdatum van sodanige versoek op die versoek moet aanteken, dit moet onderteken en die versoek moet bewaar vir minstens drie jaar vanaf sodanige datum of vanaf die afloopdatum van die tydperk 12 maande diens waarop die verlof betrekking het, naamlik vanaf die jongste van hierdie datums.

(4) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, moet voor of op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) 'n Werkgewer moet aan sy werknemer wie se dienskontrak gedurende enige tydperk van twaalf maande diens by dieselfde werkgewer eindig voordat die verloftydperk in subklousule (1) voorgeskryf, ten opsigte van dié tydperk opgeloopt het, benewens enige ander besoldiging wat aan hom verskuldig mag wees, minstens een sesde van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, by sodanige diensbeëindiging betaal ten opsigte van elke voltooide maand van sodanige dienстыdperk: Met dien verstande dat 'n werkgewer 'n eweredige bedrag ten opsigte van enige verloftydperk wat ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan is, kan aftrek en voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word (tensy die werkgewer van sodanige kennisgewingstermyn afgesien het); of

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

(iii) wat om 'n regsgeldige rede vir sodanige ontslag deur sy werkgewer sonder kennisgewing ontslaan word;

nie op enige betaling kragtens hierdie subklousule geregtig is nie.

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

(7) For the purpose of this clause the word "employment" shall be deemed to include any period in respect of which an employer, in terms of sub-clause (1) of clause 12, pays an employee in lieu of notice, and also any period or periods during which an employee is absent—

- (a) on leave in terms of sub-clause (1);
- (b) on sick leave in terms of clause 7;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training,

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c), plus any period of military training undergone in that year, and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this determination become entitled to leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this determination and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service or the date of the coming into force of this determination, whichever is the later.

(8) For the purpose of this clause the word "wage" shall be deemed to mean an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

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

- (a) in the case of an employee who works a five-day week, not less than 20 work days;
- (b) in the case of every other employee, not less than 24 work days,

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

- (i) that in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work days, as the case may be, in each cycle of 24 months' employment, except that during the first 24 months of the payment of contributions by the employee, the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) that if, in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;
- (v) that the wage payable to an employee who is employed on piece-work, for any period of absence on sick leave in terms of this clause, shall be calculated on the basis of the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) An employer may, as a condition precedent to the payment by him of any amount which under this clause an employee claims in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that, when an employee has during any period of eight

(6) Aan 'n werknemer wat op 'n tydperk van verlof voorgeskryf in subklousule (1), geregtig geword het en wic se dienskontrak eindig voordat sodanige verlof toegestaan is, moet daar by sodanige beëindiging dié bedrag betaal word wat hy ten opsigte van verlof sou ontvang het as die verlof aan hom toegestaan was op die datum van beëindiging.

(7) Vir die toepassing van hierdie klousule word die woord „diens” geag enige tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge subklousule (1) van klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en ook enige tydperk of tydperke waarin 'n werknemer afwesig is—

- (a) met verlof kragtens subklousule (1);
- (b) met siekteverlof kragtens klousule 7;
- (c) op las of versoek van sy werkgewer;
- (d) om militêre opleiding mee te maak;

en wat in enige jaar altesaam hoogstens tien weke beloop ten opsigte van items (a), (b) en (c), plus die tydperk van militêre opleiding wat in daardie jaar ondergaan is, en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling op verlof kragtens enige wet geregtig geword het, op die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Vasstelling en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie op verlof daarkragtens geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het, of die datum van inwerking-treding van hierdie Vasstelling, naamlik op die jongste van hierdie datums.

(8) Vir die toepassing van hierdie klousule word die woord „loon” geag 'n werknemer se loon plus sy lewenskostetoelae te beteken.

7. SIEKTEVERLOF.

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

- (a) In die geval van 'n werknemer wat 'n vyfdagweek werk, minstens twintig werkdag siekteverlof;
- (b) in die geval van alle ander werknemers, minstens vier-en-twintig werkdag siekteverlof;

altesaam gedurende elke kringloop van vier-en-twintig agtereenvolgende maande diens by hom, en hy moet sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hiervan, minstens dié loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat, gedurende die eerste vier-en-twintig agtereenvolgende maande diens, 'n werknemer wat 'n vyfdagweek werk, nie op meer as een werkdag siekteverlof met volle betaling ten opsigte van elke voltooid tydperk van vyf weke diens, en alle ander werknemers nie op meer as een werkdag siekteverlof met volle betaling ten opsigte van elke voltooid maand diens geregtig is nie;
- (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bedrae betaal wat ten minste net so groot is as dié wat die werknemer bydra tot enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer, ingeval van ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, na gelang van die geval, in elke kringloop van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande wat bydraes deur die werknemer betaal word, die gewaarborgde skaal nie meer as die oploopskaal soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule, hoef te wees nie;
- (iii) dat, waar 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, dié bedrag aldus betaal, afgetrek kan word van die bedrag wat ten opsigte van afwesigheid weens ongeskiktheid ingevolge hierdie klousule verskuldig is;
- (iv) dat, indien 'n werkgewer ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, by enige ander wet verplig word om 'n werknemer se volle loon te betaal, dié bepalings van hierdie klousule nie van toepassing is nie;
- (v) dat die loon wat vir enige afwesigheidstydperk weens siekteverlof kragtens hierdie klousule betaal moet word aan 'n werknemer wat stukwerk verrig, bereken moet word op grondslag van die besoldiging wat aan sodanige werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) 'n Werkgewer kan, as 'n vooropgestelde voorwaarde vir die betaling, deur hom, van enige bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid van werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, van die werknemer vereis om 'n sertifikaat, geteken deur 'n mediese praktisyn, aan hom voor te lê wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande

consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate, irrespective of the duration of such absence.

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

(4) For the purpose of this clause the words—

- (a) "wage" shall be deemed to mean an employee's wage plus his cost of living allowance;
- (b) "employment" shall have the same meaning as that assigned to it in sub-clause (7) of clause 6; and provided that any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this determination shall for the purpose of this clause be deemed to be employment under this determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;
- (c) "incapacity" means inability to work owing to any sickness or injury (other than that caused by an employee's own misconduct): Provided that any inability to work caused by an accident in respect of which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Leave and Public Holidays.*—An employee who is not required to work on a public holiday shall be paid by his employer not less than his daily wage in respect of such day.

(2) *Payment for Work on Public Holidays.*—Whenever an employer requires or permits an employee to work on any public holiday he shall, for work performed on that day, pay such employee his daily wage plus, for each hour or part of an hour so worked, an amount of not less than one-forty-sixth of his weekly wage.

(3) *Payment for Work on Sundays.*—Whenever an employee works on a Sunday, his employer shall either—

- (i) pay him double his daily wage, or
- (ii) pay him 1½ times his weekly wage divided by 46 for each hour or part of an hour worked on such day, and grant him within 14 days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage.

(4) For the purpose of this clause the word "wage" shall be deemed to mean an employee's wage plus his cost of living allowance.

(5) The provisions of this clause shall not apply to a watchman.

9. PIECE-WORK.

(1) An employer may, after at least one week's notice to his employee, apply any piece-work system and, save as provided for in clause 4 (6), the employer shall pay to his employee who is employed on such piece-work system for any period remuneration at the rates applicable under such system: Provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee not less than the following plus 5 per cent—

- (a) in the case of an employee, other than a casual employee, in respect of each week in which he does piece-work, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked;
- (b) in the case of a casual employee, in respect of each day on which piece-work is performed, the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (1).

(3) An employer who intends to cancel or amend in any way any piece-work system in operation, or the rates applicable hereunder, shall give his employee employed on such system not less than one calendar month's notice of such intention: Provided that an employer and his employee may agree on a longer or shorter period of notice, in which case the employer shall give not less than the period of notice so agreed upon.

dat, wanneer 'n werknemer gedurende enige tydperk van agt agtereenvolgende weke by twee of meer geleenthede betaling kragtens hierdie klousule vir tydperke van drie agtereenvolgende kalenderdae of minder geëis het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die daaropvolgende agt weke, as 'n vooropgestelde voorwaarde vir die betaling, deur hom, van enige bedrag wat so 'n werknemer kragtens hierdie klousule eis, van die werknemer kan vereis om so 'n sertifikaat voor te lê afgesien van die duur van sodanige afwesigheid.

(3) Wanneer 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid afwesig is vir 'n tydperk wat langer is as enige siekteverlof wat ten tyde van sodanige ongeskiktheid opgehoop het, is hy slegs ten opsigte van sodanige opgehoopte siekteverlof op betaling geregtig, maar sy werkgever moet, as hy dit nie alreeds gedoen het nie, by die verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal vir sover siekteverlof wat by sodanige verstryking of beëindiging opgehoop het, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule—

- (a) word die woord „loon" geag 'n werknemer se loon plus sy lewenskostoelae te beteken;
- (b) het die woord „diens" dieselfde betekenis as dié wat daaraan geheg word in subklousule (7) van klousule 6: Met dien verstande dat enige tydperk diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die inwerkingtreding van hierdie Vasstelling, vir die toepassing van hierdie klousule geag word diens te wees ooreenkomstig hierdie Vasstelling, en dat siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, geag word toegestaan te wees ingevolge hierdie Vasstelling;
- (c) beteken die woord „ongeskiktheid" onvermoë om te werk weens siekte of besering (uitgesonderd dié siekte of besering wat deur die werknemer se eie wangedrag veroorsaak is); met dien verstande dat waar die onvermoë om te werk, veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, sodanige onvermoë geag word onvermoë te wees slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge dié Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAG.

(1) *Verlof en openbare vakansiedae.*—Aan 'n werknemer wat nie verplig word om op 'n openbare vakansiedag te werk nie, moet sy werkgever minstens sy dagloon vir sodanige dag betaal.

(2) *Betaling vir werk op openbare vakansiedae.*—Wanneer 'n werkgever sy werknemer verplig of toelaat om op 'n openbare vakansiedag te werk, moet hy aan die werknemer sy dagloon plus, vir elke uur of gedeelte van 'n uur aldus gewerk, 'n bedrag van minstens een ses-en-veertigste van sy weekloon betaal vir werk op daardie dag verrig.

(3) *Betaling vir werk op Sondae.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever—

- (i) hom of dubbel sy dagloon betaal; of
- (ii) hom een en een derde maal sy weekloon gedeel deur ses-en-veertig, betaal vir elke uur of gedeelte van 'n uur op sodanige dag gewerk en hom binne veertien dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal.

(4) Vir die toepassing van hierdie klousule word die woord „loon" geag 'n werknemer se loon plus lewenskostoelae te beteken.

(5) Hierdie klousule is nie op 'n wag van toepassing nie.

9. STUKWERK.

(1) 'n Werkgever kan, na minstens een week kennisgewing aan sy werknemer enige stukwerkstelsel toepas, en sodanige werkgever moet, behoudens die bepaling van klousule 4 (6) aan sy werknemer wat vir enige tydperk volgens sodanige stukwerkstelsel diens doen, 'n besoldiging betaal teen die loonskale wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat, afgesien van die hoeveelheid of omvang van die werk wat gedoen is, die werkgever aan sodanige werknemer minstens die volgende, plus vyf persent, moet betaal:—

- (a) In die geval van 'n ander werknemer as 'n los werknemer, ten opsigte van elke week waarin hy stukwerk verrig, die bedrag wat hy verplig sou gewees het om vir dié week aan sodanige werknemer te betaal as hy op grondslag van tyd wat gewerk is, besoldig was;
- (b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die bedrag wat hy verplig sou gewees het om vir dié dag aan sodanige werknemer te betaal as hy op grondslag van tyd wat gewerk is, besoldig was.

(2) 'n Werkgever moet op 'n opvallende plek in sy inrigting 'n lys van die skale in subklousule (1) genoem, opgeplak hou.

(3) 'n Werkgever wat van voorneme is om 'n stukwerkstelsel wat in werking is of die skale wat daarkragtens van toepassing is, te kanselleer of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een kalendermaand vooraf kennis gee van sodanige voorneme: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer of korter kennisgewing-tydperk kan ooreenkom, en in so 'n geval moet die werkgever minstens vir die tydperk waarvoor daar ooreengekom is, kennis gee.

10. PROPORTION OR RATIO.

(1) *Blockman*.—(a) An employer shall employ a first blockman before any other qualified blockman is employed by him.
(b) An employer shall not employ an unqualified blockman unless he has in his employ a qualified blockman and for each qualified blockman employed by him he shall not employ more than one unqualified blockman.

(2) *Clerks*.—An employer shall not employ an unqualified clerk, male or female, unless he has in his employ a qualified clerk, male or female, respectively, and for each such qualified male or female clerk employed he shall not employ more than one unqualified male or female clerk, as the case may be.

(3) *Saleswoman*.—An employer shall not employ an unqualified saleswoman unless he has in his employ a qualified saleswoman and for each such qualified saleswoman in his employ he shall employ not more than one unqualified saleswoman.

(4) For the purpose of this clause—

(a) an employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee of that class, provided that the same employer may not be so deemed in respect of more than one establishment;

(b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his class may be deemed for all purposes to be a qualified employee;

(c) a qualified female employee who is receiving a wage of not less than the wage of a qualified male employee may be deemed to be a qualified male employee.

(5) Nothing in paragraph (c) of sub-clause (4) shall be so construed as to permit of such deemed qualified male employee being at the same time regarded as a qualified female employee.

(6) Where an employer carries on business in more than one establishment, the provisions of this clause shall apply separately to each such establishment.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee, and any such uniform, overall or protective clothing shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment 24 hours' notice,

(b) after the first four weeks of employment one week's notice; of his intention to terminate the contract; or an employer or employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice, not less than—

(i) in the case of 24 hours' notice, the equivalent of the daily wage which the employee is receiving at the date of such termination;

(ii) in the case of a week's notice the equivalent of the weekly wage which the employee is receiving at the date of such termination:

Provided that this shall not affect—

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

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

(iii) the operation of any forfeiture or penalties which by any law may be applicable in respect of desertion by an employee;

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

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) shall be given on or before the usual pay day of the establishment for such employee and shall commence to run on the day after such pay day:

Provided—

(i) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training;

10. GETALSVEROUDING.

(1) *Blokman*.—(a) 'n Werkgewer moet 'n eerste blokman in diens hê voordat hy enige ander gekwalifiseerde blokman in diens neem.

(b) 'n Werkgewer mag nie 'n ongekwalifiseerde blokman in diens neem nie tensy hy 'n gekwalifiseerde blokman in diens het, en vir elke gekwalifiseerde blokman in sy diens mag hy nie meer as een ongekwalifiseerde blokman in diens neem nie.

(2) *Klerke*.—'n Werkgewer mag nie 'n ongekwalifiseerde klerk, hetsy 'n man of 'n vrou, in diens neem nie tensy hy 'n gekwalifiseerde klerk, onderskeidelik man of vrou, in diens het, en vir elke sodanige gekwalifiseerde manlike of vroulike klerk in sy diens mag hy nie meer as een ongekwalifiseerde manlike of vroulike klerk, na gelang van die geval, in diens neem nie.

(3) *Verkoopsdame*.—'n Werkgewer mag nie 'n ongekwalifiseerde verkoopsdame in diens neem nie tensy hy 'n gekwalifiseerde verkoopsdame in sy diens het, en vir elke sodanige gekwalifiseerde verkoopsdame in sy diens mag hy nie meer as een ongekwalifiseerde verkoopsdame in diens neem nie.

(4) Vir die toepassing van hierdie klousule—

(a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer van dié klas te wees: Met dien verstande dat dieselfde werkgewer nie ten opsigte van meer as een inrigting as sodanig geag kan word nie;

(b) kan 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, vir alle doeleindes geag word 'n gekwalifiseerde werknemer te wees;

(c) kan 'n gekwalifiseerde vroulike werknemer wat minstens die loon van 'n gekwalifiseerde manlike werknemer ontvang, geag word 'n gekwalifiseerde manlike werknemer te wees.

(5) Niks in paragraaf (c) van subklousule (4) moet so uitgeleë word dat 'n werknemer wat aldus geag word 'n manlike werknemer te wees, terselfdertyd as 'n gekwalifiseerde vroulike werknemer beskou kan word nie.

(6) Waar 'n werknemer in meer as een inrigting besigheid dryf, is die bepaling van hierdie klousule op elke sodanige inrigting afsonderlik van toepassing.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat hy van sy werknemer mag vereis om te dra of wat hy ingevolge enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in 'n bruikbare toestand hou, en sulke uniforms, oorpakke en beskermende klere bly die werkgewer se eiendom.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

(a) gedurende die eerste vier weke diens vier-en-twintig uur kennis gee;

(b) na die eerste vier weke diens, een week kennis gee;

van sy voorneme om die kontrak te beëindig; of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur aan die werknemer, in plaas van sodanige kennisgewing, minstens die volgende te betaal, of deur aan die werkgewer, in plaas van sodanige kennisgewing, minstens die volgende te verbeur of te betaal, na gelang van die geval:—

(i) in die geval van vier-en-twintig uur kennisgewing, 'n bedrag gelyk aan die dagloon wat die werknemer ontvang op die datum van sodanige beëindiging;

(ii) in die geval van 'n week kennisgewing, 'n bedrag gelyk aan die weekloon wat die werknemer ontvang op die datum van sodanige beëindiging;

Met dien verstande dat—

(i) die werkgewer of werknemer se reg om die dienskontrak sonder kennisgewing te beëindig weens 'n regsgeldige rede;

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

(iii) die inwerkingtreding van verbeurings of boetes wat kragtens enige wet toegepas kan word ingeval 'n werknemer dros;

nie hierdeur geraak word nie; en voorts met dien verstande dat, waar die loon van 'n werknemer op die datum van diensbeëindiging verminder is met aftrekkings ten opsigte van korttyd, die uitdrukking „ontvang op die datum van sodanige beëindiging” geag word te beteken „sou ontvang het op die datum van sodanige beëindiging as daar geen aftrekkings ten opsigte van korttyd gemaak was nie”.

(2) Waar daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) gesluit is, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf, moet geskied voor of op die dag waarop die inrigting gewoonlik sodanige werknemer betaal, en loop vanaf die dag na sodanige betaal-dag: Met dien verstande—

(i) dat die kennisgewingstermyn nie mag saamval met 'n kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met verlof, toegestaan kragtens klousule 6, o gedurende enige tydperk van militêre opleiding nie;

- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7, and
(iii) that where only 24 hours' notice is required to be given, such notice may be given on any work day.

(4) The notice prescribed in this clause may be verbal, but if either the employer or the employee requires it to be written, it shall be in writing.

(5) For the purpose of this clause the word "wage" shall be deemed to mean an employee's wage plus his cost of living allowance.

13. PROHIBITION OF EMPLOYMENT.

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

14. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in the schedule to this determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the rate of remuneration at the date of such termination.

15. LOG BOOK.

(1) An employer shall provide his motor vehicle driver or part-time motor vehicle driver with a log book as nearly as practicable in the following form:—

Daily Log.

Name of employer.....
Name of driver.....
Date.....
Time of starting work.....a.m./p.m.a.m./p.m.
Time of finishing work.....a.m./p.m.a.m./p.m.
Number of hours worked.....
Meal hours from.....a.m./p.m. to.....a.m./p.m.
Particulars of any accident or delay.....
.....
.....

(Signature of Driver.)

Date.....19.....

(2) Every motor vehicle driver or part-time motor vehicle driver, upon provided with a log book mentioned in sub-clause (1), shall keep the said daily log in duplicate in respect of each day's work, and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer, and for the purpose of this clause the word "work" in relation to a part-time motor vehicle driver shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

(3) Every employer shall retain the copy of the daily log which in terms of sub-clause (2) has been delivered to him for a period of three years subsequent to the occurrence of that event.

SCHEDULE.

I/We (a).....
carrying on business in the Meat Trade at.....
.....
I hereby certify that.....
as employed by me/us (a) from the.....
day of.....19..... to the.....
day of.....19..... in the occupation of (b).....
..... At the termination
of employment his/her (a) wage (excluding cost of living
allowance) was..... pounds.....
pennies and..... pence per week/month (a).

Signature of Employer or
Authorised Representative.

Date.....

(a) Delete whichever is inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, first blockman, foreman slaughterman.

(ii) dat kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof, toegestaan kragtens klousule 7 nie; en

(iii) dat, waar slegs vier-en-twintig uur kennis gegee moet word, sodanige kennisgewing op enige werkdag gegee kan word.

(4) Die kennisgewing wat in hierdie klousule voorgeskryf word, kan mondeling wees, maar as òf die werkgever òf die werknemer vereis dat dit skriftelik moet wees, moet dit aldus geskied.

(5) Vir die toepassing van hierdie klousule word die woord „loon" geag 'n werknemer se loon plus lewenskoste te beteken.

13. VERBOD OP INDIENSNEMING.

'n Werkgever mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.

14. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van 'n dienskontrak weens 'n ander rede as die dros van 'n werknemer, sy werknemer, uitgesonderd 'n los werknemer, van 'n dienssertifikaat voorsien wat wesenlik in die vorm is wat in die Bylae van hierdie Vasstelling voorgeskryf word en wat die volle name van die werkgever en sy werknemer, die beroep van die werknemer, die datum waarop die werk begin is en dié waarop die kontrak beëindig is en die besoldiging ten tyde van sodanige beëindiging aangee.

15. LOGBOEK.

(1) 'n Werkgever moet sy motorvoertuigbestuurder of sy deeltydse motorvoertuigbestuurder voorsien van 'n logboek wat sover doenlik in die volgende vorm is:—

Daaglikse log.

Naam van werkgever.....
Naam van motorbestuurder.....
Datum.....
Aanvangstyd van werk.....vm./nm.vm./nm.
Tyd waarop werk gestaak is.....vm./nm.vm./nm.
Getal ure gewerk.....
Etenure vanaf.....vm./nm. tot.....vm./nm.
Besonderhede van enige ongeluk of vertraging.....
.....
.....

(Handtekening van Bestuurder.)

Datum.....19.....

(2) Elke motorvoertuigbestuurder of deeltydse motorvoertuigbestuurder moet, wanneer hy voorsien word van 'n logboek, genoem in subklousule (1), genoemde daaglikse log ten opsigte van elke dag se werk in duplo hou en moet binne vier-en-twintig uur na die voltooiing van sy dag se werk waarop dit betrekking het, 'n kopie daarvan aan sy werkgever besorg, en vir die toepassing van hierdie klousule beteken die uitdrukking „werk" met betrekking tot 'n deeltydse motorvoertuigbestuurder, slegs „'n motorvoertuig bestuur" soos in die woordomskriving vir hierdie klas werknemer omskryf.

(3) Elke werkgever moet die kopie van die daaglikse log wat ingevolge subklousule (2) aan hom besorg is, vir 'n tydperk van drie jaar na die tyd hou.

BYLAE.

Ek/ons (a).....
wat die Vleisbedryf beoefen te.....
.....
sertifiseer hierby dat.....
by my/ons in diens was (a) vanaf die.....
dag van.....19....., tot die.....
dag van.....19....., in die beroep van (b).....
..... By diensbeëindiging was
sy/haar (a) loon (uitgesonderd lewenskostetoelae).....
.....pondsjielingspennies
per week/maand (a).

Handtekening van werkgever of
gemagtigde verteenwoordiger.

Datum.....

(a) Skrap wat nie van toepassing is nie.

(b) Noem die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, eerste blokman, voorman-slagman.

No. 515.]

[3 April 1959.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.**

MEAT TRADE, CAPE.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Determination for the Meat Trade published under Government Notice No. 514 of the 3rd April, 1959, to be not less favourable to the persons whose hours of work are regulated thereby than the relevant provisions of the said Act.

J. DE KLERK,
Minister of Labour.

No. 515.]

[3 April 1959.]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.**

VLEISBEDRYF, KAAPSTAD.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Vasstelling vir die Vleisbedryf, bekendgemaak by Goewermentskennisgewing No. 514 van 3 April 1959, nie vir die persone wie se werkure daardeur gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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