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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 656.] [1 May 1959.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 185.

FUNERAL INDUSTRY.—PRINCIPAL AREAS.

By direction of the Deputy-Minister of Labour it is hereby notified, in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Funeral Industry, and has fixed the 25th day of May, 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 to all the employees, other than managers, engaged in the Funeral Industry and to the employers of such employees in the following areas, namely:—

In the Cape Province.—The Magisterial Districts of Bellville, The Cape, East London, Kimberley, Port Elizabeth, Simonstown, Uitenhage and Wynberg;

In Natal.—The Magisterial Districts of Durban, Inanda, Pietermaritzburg and Pinetown;

In the Orange Free State.—The Magisterial District of Bloemfontein;

In the Transvaal.—The Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging.

2. DEFINITIONS.

(1) Unless the context otherwise indicates, any expression used in this determination which is defined in the Wage Act, 1957, bears the same meaning as in that Act and unless inconsistent with the context—

“artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

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

“clerk” means an employee who is engaged in writing, typing or in any other form of clerical work and includes a cashier, despatch clerk, 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 work;

“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;

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 656.] [1 Mei 1959.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 185.

BEGRAFNISBEDRYF.—VERNAAMSTE GEBIEDE.

In opdrag van die Adjunk-minister van Arbeid, word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat hy, handelende namens, en kragtens die bevoegdheid verleen aan, die Minister van Arbeid by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn, ten opsigte van die Begrafnisbedryf gemaak het en die 25ste dag van Mei 1959 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

Dié vasstelling is van toepassing op alle werknemers, uitgesonderd bestuurders, in diens by die Begrafnisbedryf, en op die werkgewers van sodanige werknemers in die volgende gebiede:—

In die Kaaprovinsie.—Die landdrostdistrikte Bellville, die Kaap, Oos-Londen, Kimberley, Port Elizabeth, Simonstad, Uitenhage en Wynberg;

In Natal.—Die landdrostdistrikte Durban, Inanda, Pietermaritzburg en Pinetown;

In die Oranje-Vrystaat.—Die landdrostdistrik Bloemfontein;

In die Transvaal.—Die landdrostdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.

2. WOORDOMSKRYWINGS.

(1) Tensy dit uit die samehang anders blyk, het alle uitdrukings wat in hierdie vasstelling gebruik en in die Loonwet, 1957, omskryf is, dieselfde betekenis as in dié Wet; en tensy strydig met die samehang, beteken—

“ambagsman”, ’n werknemer wat werk doen wat gewoonlik deur ’n geskoolde ambagsman verrig word, en vir die toepassing van hierdie woordomskrifing beteken die uitdrukking “geskoolde ambagsman” ’n persoon wat sy vakleerling-skap deurloop het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of wat geag word as kragtens dié Wet aangewys, of wat ’n bekwaamheidsertifikaat besit wat deur die Registrateur van Vakleerlinge ooreenkomstig artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is, of ’n sertifikaat deur genoemde Registrateur ooreenkomstig dié artikel twee (7) dié artikel sewe (3) van genoemde Wet aan hom uitgereik;

“los werknemer”, ’n werknemer wat hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;

“klerk”, ’n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig, en omvat ’n kassier, versendingsklerk, stoomman en telefoonbediener, maar omvat geen ander klas werknemer elders in hierdie klousule omskryf nie, ondanks die feit dat klerklike werk deel van sodanige werknemer se werk uitmaak;

“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;

"coffin maker" means an employee who is engaged in making caskets or raised or open faced coffins;

"coffin maker, qualified," means a coffin maker who has had not less than five years' experience;

"coffin maker, unqualified," means a coffin maker who has had less than five years' experience;

"coffin trimmer" means an employee who is engaged in trimming coffins with material other than paper, swansdown or calico or in finishing coffins, other than nailing on handles;

"coffin trimmer, qualified," means a coffin trimmer who has had not less than two years' experience;

"coffin trimmer, unqualified," means a coffin trimmer who has had less than two 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;

"driver of a motor vehicle" means an employee, other than a messenger, who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive and the expression "motor vehicle" means a motor vehicle designed and used to convey goods other than corpses, whether confined or unconfined;

"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;

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

"experience" means—

- (a) in relation to a clerk, the total period or periods of employment which an employee has had as a clerk irrespective of the trade in which such employment occurred;
- (b) in relation to a coffin maker, or a machinist, the total period or periods of employment which an employee has had in the Funeral Industry, whether as a coffin maker or as a machinist;
- (c) in relation to a funeral assistant or a paint sprayer the total period or periods of employment which an employee has had in the Funeral Industry as a funeral assistant or a paint sprayer, respectively;

"funeral assistant" means an employee who is engaged in any one or more or all of the following activities or duties:—

- (a) conducting funerals;
- (b) assisting at funerals;
- (c) removing or attending to the removal of corpses;
- (d) assisting in the embalming of corpses;

and who may drive a motor vehicle, and for the purposes of this definition "drive a motor vehicle" includes all periods of driving and any time spent by the employee on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"funeral assistant, qualified," means a funeral assistant who has had not less than two years' experience;

"funeral assistant, unqualified," means a funeral assistant who has had less than two years' experience;

"Funeral Industry" means the industry in which employers and employees are associated for the carrying on of any one or more or all of the undermentioned activities:—

- (a) the treatment or preparation of corpses for disposition thereof by burial, cremation or other method;
- (b) the conduct of funerals;
- (c) the manufacture of coffins;

and includes all operations incidental to or consequent on the operations specified in (a), (b) and (c), but does not include the activities involved in the process whereby a corpse is cremated;

"grade I employee" means an employee who is engaged in any one or more or all of the following activities or operations:—

- (a) Assembling caskets or coffins (other than straight sided coffins) from ready cut and prepared parts;
- (b) cutting or marking slats for coffin bottoms;
- (c) fitting flat lids to coffins;
- (d) nailing or fitting bottom moulding;
- (e) operating a power driven sand papering machine;
- (f) screwing on ready drilled lids to coffins;
- (g) smoothing or finishing coffin bottoms preparatory to the fitting of bottom moulding;

"grade II employee" means an employee who is engaged in any one or more or all of the following activities or operations:—

- (a) Making crates for the despatch of coffins;
- (b) rubbing up by hand with fluid coffins previously painted by a spray painter;

"doodkismaker", 'n werknemer wat praalkiste maak of doodkiste met uitgeboude deksels of oop deksels;

"doodkismaker, gekwalifiseer," 'n doodkismaker met minstens vyf jaar ondervinding;

"doodkismaker, ongekwalifiseer," 'n doodkismaker met minder as vyf jaar ondervinding;

"doodkisekleër", 'n werknemer wat doodkiste bekleë met ander stof as papier, swaandons, of kaliko, of wat doodkiste afwerk, uitgesonderd die vasspyker van handvatsels;

"doodkisekleër, gekwalifiseer," 'n doodkisekleër met minstens twee jaar ondervinding;

"doodkisekleër, ongekwalifiseer," 'n doodkisekleër met minder as twee jaar ondervinding;

"lewenskostoelae", die toelae voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, en soos vertolk ingevolge 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 'n werknemer gereeld 'n lewenskostoelae betaal wat hoër is as dié aldus voorgeskryf, beteken dit sodanige hoër toelae;

"drywer van 'n motorvoertuig", 'n werknemer, uitgesonderd 'n bode, wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordomskrifing omvat die uitdrukking "dryf van 'n motorvoertuig" alle tydperke wanneer daar gedryf word en enige tyd deur die drywer aan werk in verband met die voertuig of vrag bestee en alle tydperke waartydens hy verplig is om op sy pos te bly sodat hy gereed kan wees vir dryf; en die uitdrukking "motorvoertuig" beteken 'n motorvoertuig wat ontwerp is en gebruik word vir die vervoer van goedere, uitgesonderd lyke, hetsy gekis of nie;

"noodwerk", enige werk wat weens onvoorsiene oorsake soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim verrig moet word;

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

"ondervinding"—

- (a) met betrekking tot 'n klerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk gehad het, ongeag die bedryf waarin sodanige diens verrig is;

- (b) met betrekking tot 'n doodkismaker of 'n masjienwerker, die totale tydperk of tydperke diens wat 'n werknemer in die Begrafnisbedryf gehad het, hetsy as 'n doodkismaker of as 'n masjienwerker;

- (c) met betrekking tot 'n begrafnisassistent of 'n spuit-skilder, die totale tydperk of tydperke diens wat 'n werknemer in die Begrafnisbedryf gehad het onder-skeidelik as 'n begrafnisassistent of 'n spuit-skilder;

"begrafnisassistent", 'n werknemer wat een of meer of almal van die volgende werksaamhede verrig of pligte vervul:—

- (a) Begrafnisse waarneem;
- (b) help met begrafnisse;
- (c) lyke verwyder of toesien dat lyke verwyder word;
- (d) help met die balsem van lyke,

en wat 'n motorvoertuig kan dryf, en vir die toepassing van hierdie woordomskrifing omvat "dryf van 'n motorvoertuig" alle tydperke wanneer daar gedryf word en alle tyd wat die werknemer bestee aan werk in verband met die voertuig of vrag asook alle tydperke wanneer hy verplig is om op sy pos te bly sodat hy gereed kan wees om te dryf;

"begrafnisassistent, gekwalifiseer," 'n begrafnisassistent met minstens twee jaar ondervinding;

"begrafnisassistent, ongekwalifiseer," 'n begrafnisassistent met minder as twee jaar ondervinding;

"Begrafnisbedryf", die bedryf waarin werkgewers en werknemers geassosieer is vir die uitoefening van een, of meer, of al die ondergenoemde bedrywighede:—

- (a) Die behandeling of gereedmaak van lyke vir beskikking daarvoor deur begrafnis, verbranding of op 'n ander wyse;
- (b) begrafnisse hou;
- (c) die vervaardiging van doodkiste;

en omvat alle werksaamhede in verband met of voortvloeiend uit die werksaamhede in (a), (b) en (c) gespesifiseer, maar omvat nie die werksaamhede in verband met die proses waarvolgens 'n lyk veras word nie;

"graad I-werknemer", 'n werknemer wat een of meer of almal van onderstaande werksaamhede verrig of hoedanighede vervul:—

- (a) Praalkiste of doodkiste (uitgesonderd doodkiste met reguit sye), uit voorafvervaardigde en gesaagde onderdele aanmekearsit;
- (b) plankies vir doodkisebome saag of merk;
- (c) plat deksels op doodkiste vassit;
- (d) boomlyswerk vasspyker of vassit;
- (e) 'n kragaangedrewe skuurpapiermasjien bedien;
- (f) klaar geboorde deksels aan doodkiste vasskroef;
- (g) doodkisebome gladmaak of afwerk voordat boomlyswerk vasgesit word;

"graad II-werknemer", 'n werknemer wat een of meer of almal van onderstaande werksaamhede of handelinge verrig:—

- (a) Kratte vir die versending van doodkiste maak;
- (b) doodkiste wat reeds deur 'n spuit-skilder geverf is, met die hand met vloeiend opvryf;

- (c) staining or colouring by hand or machine;
- (d) trimming coffins with paper, swansdown or calico;

"grade III employee" means an employee who is engaged in any one or more or all of the following activities or operations:—

- (a) Assembling straight sided coffins (other than caskets) from ready cut and prepared parts;
- (b) cleaning off putty or wood filler with sand paper by hand;
- (c) filling in or rubbing with wood filler;
- (d) filling in holes or crevices with substances other than plugs or shivers;
- (e) glueing or pressing by hand clamp;
- (f) joining belts for sandpapering machines;
- (g) marking, stencilling or branding boxes, crates, packages or other containers;
- (h) nailing on coffin handles;
- (i) nailing on ready cut slats to form the bottoms of coffins;
- (j) oiling or greasing motor vehicles;
- (k) packing coffins in woodwool, paper or similar material and covering them with hessian for despatch;
- (l) pumicing or rasping by hand;
- (m) punching in nails;
- (n) repetitive measuring to predetermined measure;

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

- (a) assisting an artisan, coffin maker, machinist or spray painter by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (b) assisting on delivery vehicles, other than driving or effecting repairs;
- (c) carrying, lifting, stacking or moving goods;
- (d) cleaning or washing, by hand, premises, plant, machinery, tools, utensils, furniture or other articles or vehicles;
- (e) delivering or collecting letters, messages or goods on foot or by means of a foot or hand propelled vehicle;
- (f) digging or covering graves;
- (g) dipping prepared wood into dye;
- (h) feeding or taking off from machines;
- (i) gardening work, i.e. planting under supervision, or digging, mowing, weeding, raking or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;
- (j) loading or unloading;
- (k) making or maintaining fires;
- (l) making tea or similar beverages or serving tea or similar beverages to employees or his employer, or cooking rations;
- (m) oiling or greasing vehicles, other than motor vehicles;
- (n) opening or closing doors or windows or bags, boxes or other packages;
- (o) removing refuse, ash or scrap;
- (p) sorting sawn timber into lengths;
- (q) wrapping coffins either in paper only or in hessian only;

"law" includes the common law;

"machinist" means an employee who is engaged in any one or more or all of the following activities or operations:—

- (a) Operating or setting-up any power-driven machine, other than a spray gun or a sandpapering machine, used in the manufacture of coffins;
- (b) grinding, shaping or sharpening cutters or knives;

but excluding an employee cutting slats for coffin bottoms;

"machinist, qualified" means a machinist who has had not less than five years' experience;

"machinist, unqualified" means a machinist who has had less than five years' experience;

"manager" means an employee specifically charged by his employer with the overall supervision over, responsibility for and direction of the activities carried on in, or in connection with, an establishment in the Funeral Industry and of the employees engaged therein, but does not include an employee who relieves or acts for a manager during his absence;

"messenger" means an employee engaged in delivering or collecting goods, letters, messages, books, documents or money by means of a two wheeled motor scooter, auto-bicycle or a bicycle fitted with an auxiliary engine and who may do any writing connected with such collecting or delivering;

"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, 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;

"part-time driver of a motor vehicle" 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

- (c) met die hand of masjien beits of verf;
- (d) doodkiste met papier, swaandons of kaliko beklee;

"graad III-werknemer", 'n werknemer wat een of meer of almal van onderstaande werksaamhede verrig of hoedanighede vervul:—

- (a) Doodkiste met reguit sye aanmekaarsit (uitgesonderd praalkiste) van klaar gesaagde en vervaardigde onderdele;
- (b) stopverf of houtvulsel met skuurpapier met die hand afskuur;
- (c) met houtvulsel opvul of vryf;
- (d) gate of skeure met ander stowwe as proppe of splinters opvul;
- (e) vaslym of met 'n handkleim pers;
- (f) dryfrieme vir skuurmasjiene koppel;
- (g) kaste, kratte, pakkies of ander houers merk, sjabloneer of brandmerk;
- (h) doodkishandvatsels vasspyker;
- (i) klaar gesaagde plankies vasspyker om die bome van doodkiste te vorm;
- (j) motorvoertuie olie of smeer;
- (k) doodkiste in houtwol, papier of dergelyke materiaal verpak en dit met goingsak toedraai vir versending;
- (l) met die hand met puimsteen skuur of met die hand rasper;
- (m) spykers inpons;
- (n) met 'n-voorafbepaalde maat by herhaling meet;

"arbeider", 'n werknemer wat een of meer of almal van onderstaande werksaamhede verrig of pligte vervul:—

- (a) 'n Ambagsman, doodkismaker, masjienwerker of spuit-skilder help deur artikels of gereedskap vas te hou of andersins saam met hom te werk, uitgesonderd die selfstandige gebruik van gereedskap;
- (b) op aflewingsvoertuie help, uitgesonderd dryf of herstelwerk verrig;
- (c) goedere dra, optel, opstapel of verskuif;
- (d) persele, installasie, masjinerie, gereedskap, gerei, meubels of ander artikels of voertuie met die hand skoonmaak of was;
- (e) briewe, boodskappe of goedere te voet of deur middel van 'n trap- of handvoertuig aflewer of insamel;
- (f) grafted grawe of toegooi;
- (g) voorbereide hout in verf inloop;
- (h) in masjiene insit of daarvan wegneem;
- (i) tuinwerk, d.w.s. spit, gras sny, onkruid uithaal, hark, of natmaak of tuingrond of materiaal meng of uitsprei of heinings afsny of snoei of paai of paadjies skoonmaak of vee, of onder toesig plant;
- (j) op- of aflaai;
- (k) vuur maak of vure aan die brand hou;
- (l) tee of dergelyke drankie maak of tee of dergelyke drankie aan werknemers of sy werkgewer bedien of rantsoene gaarmaak;
- (m) voertuie olie of smeer, uitgesonderd motorvoertuie;
- (n) deure of vensters of sakke, dose of ander pakkies oop- of toemaak;
- (o) afval, as of rommel verwyder;
- (p) gesaagde hout in lengtes sorteer;
- (q) doodkiste slegs in papier of goingsak toedraai;

"wet", ook die gemene reg;

"masjienwerker", 'n werknemer wat een of meer of almal van onderstaande werksaamhede of handelinge verrig:—

- (a) Enige kragmasjien bedien of installeer, uitgesonderd 'n sproeispuut of 'n skuurmasjien wat in die vervaardiging van doodkiste gebruik word;
- (b) snybeitels of messe slyp, set of skerpmak;

maar uitgesonderd 'n werknemer wat plankies vir doodkise bome saag;

"masjienwerker, gekwalifiseer," 'n masjienwerker met minstens vyf jaar ondervinding;

"masjienwerker, ongekwalifiseer," 'n masjienwerker met minder as vyf jaar ondervinding;

"bestuurder", 'n werknemer wat deur sy werkgewer spesifiek belas is met die algemene toesig oor, verantwoordelikheid vir en die reëling van die werksaamhede wat uitgevoer word in of in verband met 'n bedryfsinrigting in die Begrafnis-bedryf en van die werknemers wat daarin in diens is, maar omvat nie 'n werknemer wat 'n bestuurder tydens sy afwesigheid aflos of in sy plek optree nie;

"bode", 'n werknemer wat goedere, briewe, boodskappe, boeke, stukke of geld aflewer of insamel deur middel van 'n tweewielkragskoeter, kragfiets of fiets met 'n hulpmasjien toegerus en wat enige skryfwerk in verband met sodanige insameling of aflewering kan doen;

"deeltydse drywer van 'n motorvoertuig", 'n werknemer wat gewoonlik ander werksaamhede verrig as die dryf van 'n motorvoertuig maar wat op meer as twee dae in enige week 'n motorvoertuig dryf vir altesaam hoogstens drie uur op

hours in the aggregate on any such day, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load, and the expression "motor vehicle" has the same meaning as that assigned to it in the definition "driver of a motor vehicle";

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

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

"special country trip" means a journey undertaken by an employee in connection with a funeral or the removal of a corpse, in which journey the forward distance travelled is more than one hundred miles from his employer's establishment at which he is employed;

"spray painter" means an employee who, by means of a spray gun, paints coffins with enamel, lacquer, shellac or varnish;

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

"spray painter, unqualified" means a spray painter who has had less than four years' experience;

"unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5, 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 (1), it means such higher amount;

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

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

3. REMUNERATION.

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

(a)	In all Areas Per Week. £ s. d.
Artisan.....	8 12 6
Clerk, female, qualified.....	5 1 6
Clerk, female, 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
Coffin maker, machinist, qualified.....	8 0 0
Coffin maker, machinist, unqualified—	
During first year of experience.....	3 0 0
During second year of experience.....	4 0 0
During third year of experience.....	5 0 0
During fourth year of experience.....	6 0 0
During fifth year of experience.....	7 0 0
Coffin trimmer, qualified.....	5 15 0
Coffin trimmer, unqualified—	
During first six months of experience.....	3 0 0
During second six months of experience.....	3 13 6
During third six months of experience.....	4 7 0
During fourth six months of experience.....	5 0 6
Funeral assistant, qualified.....	8 0 0
Funeral assistant, unqualified—	
During first six months of experience.....	5 0 0
During second six months of experience.....	5 15 0
During third six months of experience.....	6 10 0
During fourth six months of experience.....	7 5 0
Spray painter, qualified.....	7 0 0
Spray painter, unqualified—	
During first year of experience.....	3 0 0
During second year of experience.....	4 0 0
During third year of experience.....	5 0 0
During fourth year of experience.....	6 0 0

enige sodanige dag, en vir die toepassing van hierdie woord-omskrywing omvat die uitdrukking „dryf van 'n motorvoertuig" alle tydperke waarin daar gedryf word en enige tyd wat die drywer bestee het aan werk in verband met die voertuig of vrag terwyl hy in beheer van die voertuig is, en die uitdrukking „motorvoertuig" het dieselfde betekenis as dié wat in die woordskrywing „drywer van 'n motorvoertuig" daaraan toegeken word;

„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, maar omvat nie enige opleiding nie wat hy vrywillig kan meemaak ingevolge artikel *drie-entwintig* van genoemde Wet, en ook nie enige ander opleiding of diens nie wat hy vrywillig onderneem of wat hy vrywillig meemaak;

„stukwerk", enige stelsel waarin 'n werknemer se besoldiging gebaseer word op die hoeveelheid of omvang van gedane werk;

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

„spesiale distriksrit", 'n reis wat 'n werknemer onderneem in verband met 'n begrafnis of die vervoer van 'n lyk waarin die heenreis verder as honderd myl is van sy werkgewer se bedryfsinrigting waar hy in diens is;

„spuitskilder", 'n werknemer wat doodkiste met emalje, vernislak, sjellak of vernis skilder deur van 'n sproeispuut gebruik te maak;

„spuitskilder, gekwalifiseer", 'n spuitskilder met minstens vier jaar ondervinding;

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

„leëgewig", die gewig van enige motorvoertuig of sleepwa soos uitgedruk in 'n lisensie of sertifikaat wat deur enige owerheid, by wet gemagtig om lisensies ten opsigte van motorvoertuie uit te reik, ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is;

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

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

(2) Vir die toepassing van hierdie vasstelling word daar geag dat 'n werknemer in dié klas val waarin hy uitsluitlik of hoofsaaklik in diens is.

3. BESOLDIGING.

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

(a)	In alle Gebiede. Per week. £ s. d.
Vakman.....	8 12 6
Klerk, vroulik, gekwalifiseer.....	5 1 6
Klerk, vroulik, 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 die 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
Doodkismaker, masjienwerker, gekwalifiseer.....	8 0 0
Doodkismaker, masjienwerker, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	3 0 0
Gedurende tweede jaar ondervinding.....	4 0 0
Gedurende derde jaar ondervinding.....	5 0 0
Gedurende vierde jaar ondervinding.....	6 0 0
Gedurende vyfde jaar ondervinding.....	7 0 0
Doodkisebkleër, gekwalifiseer.....	5 15 0
Doodkisebkleër, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	3 0 0
Gedurende tweede ses maande ondervinding.....	3 13 6
Gedurende derde ses maande ondervinding.....	4 7 0
Gedurende vierde ses maande ondervinding.....	5 0 6
Begravnissassistent, gekwalifiseer.....	8 0 0
Begravnissassistent, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	5 0 0
Gedurende tweede ses maande ondervinding.....	5 15 0
Gedurende derde ses maande ondervinding.....	6 10 0
Gedurende vierde ses maande ondervinding.....	7 5 0
Spuitskilder, gekwalifiseer.....	7 0 0
Spuitskilder, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	3 0 0
Gedurende tweede jaar ondervinding.....	4 0 0
Gedurende derde jaar ondervinding.....	5 0 0
Gedurende vierde jaar ondervinding.....	6 0 0

(b)

	In the magisterial districts of Bellville, the Cape, Simonstown and Wynberg.	In the magisterial districts of Johannesburg and Port Elizabeth.	In the magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging.	In the magisterial district of Durban.	In all other areas.
	Per week.	Per week.	Per week.	Per week.	Per week.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Grade I employee.....	3 7 6	3 5 0	3 5 0	3 2 6	3 0 0
Grade II employee.....	2 17 6	2 15 0	2 15 0	2 12 6	2 10 0
Grade III employee.....	2 7 6	2 5 0	2 5 0	2 2 6	2 0 0
Labourer, 18 years of age and over.....	2 5 0	2 1 6	2 0 0	1 15 0	1 12 6
Labourer, under 18 years of age.....	1 13 9	1 11 3	1 10 0	1 6 3	1 4 6
Messenger.....	2 10 0	2 6 6	2 5 0	2 0 0	1 17 6
Watchman.....	2 10 0	2 6 6	2 5 0	2 0 0	1 17 6
Employee not elsewhere in this sub-clause specifically mentioned.....	2 10 0	2 6 6	2 5 0	2 0 0	1 17 6

(b)

	In die landdrosdistrikte Bellville, Die Kaap, Simonstad en Wynberg.	In die landdrosdistrikte Johannesburg en Port Elizabeth.	In die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.	In die landdrosdistrik Durban.	In alle ander gebiede.
	Per week.	Per week.	Per week.	Per week.	Per week.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Graad I-werknemer.....	3 7 6	3 5 0	3 5 0	3 2 6	3 0 0
Graad II-werknemer.....	2 17 6	2 15 0	2 15 0	2 12 6	2 10 0
Graad II-werknemer.....	2 7 6	2 5 0	2 5 0	2 2 6	2 0 0
Arbeider, 18 jaar en ouer.....	2 5 0	2 1 6	2 0 0	1 15 0	1 12 6
Arbeider, jonger as 18 jaar.....	1 13 9	1 11 3	1 10 0	1 6 3	1 4 6
Bode.....	2 10 0	2 6 6	2 5 0	2 0 0	1 17 6
Wag.....	2 10 0	2 6 6	2 5 0	2 0 0	1 17 6
Werknemer nie elders in hierdie klousule spesifiek vermeld nie.....	2 10 0	2 6 6	2 5 0	2 0 0	1 17 6

(c)

	In the magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging.	In all other areas.
	Per week.	Per week.
	£ s. d.	£ s. d.
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailers drawn by such vehicle—		
(i) does not exceed 6,000 lb.....	5 0 0	4 5 0
(ii) exceeds 6,000 lb. but does not exceed 10,000 lb.....	6 0 0	5 5 0
(iii) exceeds 10,000 lb.....	7 10 0	7 0 0
Part-time driver of a motor vehicle.....	3 10 0	2 17 6

(c)

	In die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging.	In alle ander gebiede.
	Per week. £ s. d.	Per week. £ s. d.
Drywer van 'n motorvoertuig waarvan die leëgewig tesame met die leëgewig van enige sleepwaens wat sodanige voertuig trek—		
(i) nie 6,000 lb. oorskry nie.....	5 0 0	4 5 0
(ii) 6,000 lb. maar nie 10,000 lb. oorskry nie.....	6 0 0	5 5 0
(iii) 10,000 lb. oorskry.....	7 10 0	7 0 0
Deeltydse motorvoertuigdrywer.....	3 10 0	2 17 6

(d) *Casual Employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth, if he works in a five-day week establishment, or one-sixth, if he works in any other establishment, of the weekly wage prescribed for an employee in the same area and 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 is required to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall be deemed to be the weekly wage prescribed for a qualified employee of that class and provided further that, where a casual employee is not required to work for more than four hours on any day, his prescribed wage may be reduced by fifty per cent.

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

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

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

is prescribed in sub-clause (1), shall pay such employee in respect of that day—

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

Provided that—

- (aa) this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- (bb) whenever a part-time driver of a motor vehicle is required or permitted to drive a motor vehicle for more than three hours on any day he shall in respect of that day, be paid not less than the wage prescribed for a driver of a motor vehicle in the same area driving a motor vehicle of the same unladen weight as the part-time driver;
- (cc) 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 prevent an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee;
- (dd) for the purposes of this sub-clause the expression "rising scale", when it relates to any class of employee in respect of which class 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.

(d) *Los werknemer.*—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag diens minstens een-vyfde ontvang, as hy in 'n bedryfsinrigting werk wat 'n vyfdagweek nakom of een sesde as hy in enige ander bedryfsinrigting werk, van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as wat van die los werknemer vereis word; met dien verstande dat waar 'n los werknemer verplig word om die werk te verrig van 'n klas werknemer vir wie 'n loon op 'n stygende loonskaal voorgeskryf is, die uitdrukking „weekloon” geag word om die weekloon te wees wat voorgeskryf is vir 'n gekwalifiseerde werknemer van dié klas, en voorts met dien verstande dat waar 'n los werknemer nie verplig word om langer as vier uur op enige dag te werk nie, sy voorgeskrewe loon met vyftig persent verminder kan word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en, behoudens soos bepaal in klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens sy volle weekloon ontvang, of hy in dié week die maksimum getal gewone ure wat in klousule 5 voorgeskryf is, gewerk het, of minder.

(3) *Differensiële loon.*—'n Werkgewer wat 'n lid van een klas van sy werknemers verplig of toelaat om vir altesaam langer as 'n uur op enige dag, heitsy bo en behalwe sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

- (i) In die geval in paragraaf (a) vermeld, teen 'n skaal vir elke uur gelyk aan die hoër weekloon vir dié gebied waarin die werknemer werk, gedeel deur die getal gewone ure deur sodanige werknemer in 'n week gewerk;
- (ii) in die geval in paragraaf (b) vermeld, teen 'n uurskaal vir elke uur wat gelyk is aan die weekloon vir 'n werknemer van sy klas, voorgeskryf in dié gebied waarin hy werk plus 30 persent, gedeel deur die getal gewone ure deur sodanige werknemer in 'n week gewerk: Met dien verstande dat, ten opsigte van die dag waarop hy sodanige werk verrig het, so 'n werknemer nie geregtig is nie op 'n bedrag wat altesaam groter is as die bedrag wat 'n gekwalifiseerde werknemer in dié hoër klas sou toegeval het teen die loonskaal in subklousule (1) vir hom voorgeskryf;

Met dien verstande dat—

- (aa) hierdie subklousule nie van toepassing is waar die verskil tussen klasse ingevolge subklousule (1), gebaseer is op ouderdom, ondervinding of geslag nie;
- (bb) waar 'n deeltidse drywer van 'n motorvoertuig verplig of toegelaat is om 'n motorvoertuig vir langer as drie uur op enige dag te dryf, hy ten opsigte van dié dag minstens die loon ontvang wat voorgeskryf is vir 'n drywer van 'n motorvoertuig in dieselfde gebied wat 'n motorvoertuig van dieselfde leëgewig as die deeltidse drywer dryf;
- (cc) tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie vasstelling so vertolk moet word dat dit 'n werkgewer verhoed om sy werknemer te verplig om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf is as dié wat vir sodanige werknemer voorgeskryf is nie;
- (dd) vir die toepassing van hierdie subklousule die uitdrukking „stygende skaal”, as dit betrekking het op enige klas werknemer ten opsigte van watter klas verhogings voorgeskryf is op die basis van lengte van ondervinding, geag sal word om die loon voorgeskryf vir 'n gekwalifiseerde werknemer van dié klas in te sluit en daarop te eindig.

(4) *Subsistence Expenses.*—In addition to any other remuneration due to an employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall reimburse him all reasonable subsistence expenses incurred by him.

(5) *Special Country Trip Allowance.*—(a) In addition to any other remuneration due to an employee who is required to undertake a special country trip, his employer shall pay him an allowance of not less than one pound ten shillings and, if the distance travelled on the forward journey on such trip exceeds one hundred and fifty miles, a further ten shillings for each fifty miles or part of fifty miles by which such distance on the forward journey exceeds one hundred and fifty miles.

(b) This allowance shall be payable irrespective of whether the trip was performed within or outside an employee's ordinary hours of work and shall be in lieu of any payment for overtime; but, if any time spent on such a trip falls on a Sunday, New Year's Day, Good Friday, Day of the Covenant or Christmas Day, the allowance shall be in addition to the remuneration due for work on such a day.

(6) *Funeral, Removal and Delivery Allowances.*—(a) An employee who on any day, including a Sunday, New Year's Day, Good Friday, Day of the Covenant or Christmas Day, is required to conduct a funeral, remove a corpse or deliver a coffin wholly or mainly outside his normal daily ordinary hours of work, shall be paid by his employer, in addition to any other remuneration due to him, not less than the allowance set out hereunder for each such funeral conducted or removal or delivery effected, as the case may be:—

Funeral: £1.
Removal: 10s.
Delivery: 7s. 6d.

Provided that—

(i) where the forward journey to conduct such funeral or effect such removal or delivery exceeds twenty-five miles but does not exceed one hundred miles, reckoned from the employer's establishment at which the employee is employed, the allowance payable shall be not less than one pound ten shillings for a funeral, one pound for a removal and fifteen shillings for a delivery;

(ii) where such an employee is an unqualified coffin maker, funeral assistant, machinist or spray painter his entitlement shall not exceed seventy-five per cent of the allowances prescribed in this sub-clause.

(b) Where the coffin is delivered for the removal of the corpse and the delivery and removal are effected on the same journey, an employee shall be entitled to the removal allowance but not to the delivery allowance.

(c) Each and every employee who is required to assist at any such funeral, removal or delivery shall be entitled to the respective allowance prescribed in this sub-clause, irrespective of the type of work which such employee is normally engaged on or the extent or nature of the assistance he is required to render.

(d) The allowances prescribed in this sub-clause are in lieu of payment for overtime.

(e) For the purposes of this sub-clause the expression—

“deliver a coffin” means the conveyance by motor vehicle of a coffin from an employer's establishment to the place where the corpse, for which the coffin is intended, is to be coffined and “delivery of a coffin” has a corresponding meaning;

“normal daily ordinary hours of work” means—

(i) the period between the time when an employee ordinarily commences his daily hours of work and the time when he ordinarily completes his daily hours of work, or

(ii) any period not exceeding nine and a half consecutive hours a day, the time of commencement and the time of completion of which period are agreed to in writing between an employer and his employee as constituting the employee's daily ordinary hours of work;

Provided that, in the case of an employee who is not ordinarily required to conform to such times and in the absence of a written agreement in terms of paragraph (ii) hereof, it shall be deemed to be from 8 o'clock a.m. to 5.30 o'clock p.m. and provided further that where an employee referred to in clause 5 (1) works on a Sunday his normal daily ordinary hours of work for such Sunday shall be deemed to be the same as for an ordinary work day for him;

“removal of a corpse” means the conveyance of a corpse by motor vehicle, but does not include the moving of a corpse from one place to another within an employer's establishment nor the removal from the employer's establishment to a place from where the funeral is to commence, if the employee who removes or assists in doing so also conducts or assists at the funeral and “remove a corpse” has a corresponding meaning.

(f) This sub-clause shall not apply to an employee engaged on a special country trip or to an employee referred to in clause 5 (12) (a).

(4) *Onderhoudskoste.*—Bo en behalwe enige ander besoldiging verskuldig aan 'n werknemer wat op enige reis wat onderneem word in die uitvoering van sy pligte van sy woonplek en sy werk-gewer se bedryfsinrigting afwesig is vir enige tydperk van langer as ses opeenvolgende ure, moet sy werkgever hom alle redelike onderhoudskoste wat hy aangegaan het, vergoed.

(5) *Spesiale distriksrittoelae.*—(a) Bo en behalwe enige ander besoldiging verskuldig aan 'n werknemer van wie vereis word om 'n spesiale distriksrit te onderneem, moet sy werkgever hom 'n toelae betaal van minstens een pond tien sjielings en, as die afstand op die heenreis op sodanige rit eenhonderd-en-veertig myl te bowe gaan, nog tien sjielings vir elke vyftig myl of gedeelte van vyftig myl waarmee sodanige afstand op die heenreis eenhonderd-en-veertig myl te bowe gaan.

(b) Hierdie toelae is betaalbaar ongeag die feit of die rit binne of buite 'n werknemer se gewone werkure onderneem is en neem die plek in van enige oortydbetaling; maar, as enige tyd wat op sodanige rit bestee word op 'n Sondag, Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag val, is die toelae bo en behalwe die besoldiging wat vir werk op sodanige dag verskuldig is.

(6) *Begrafnis-, verwyderings- en afleweringstoelae.*—(a) 'n Werknemer wat op enige dag, met inbegrip van 'n Sondag, Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag verplig is om 'n begrafnis te lei, 'n lyk te verwyder of 'n doodkis geheel of hoofsaaklik buite sy normale daaglikse gewone werkure af te lewer, moet van sy werkgever bo en behalwe enige ander besoldiging aan hom verskuldig, minstens die toelae ontvang wat hieronder vir elke sodanige begrafnis gelei of die verwydering of aflewering wat uitgevoer is, na gelang van die geval, vasgestel is:—

Begrafnis: £1.
Verwydering: 10s.
Afwering: 7s. 6d.

Met dien verstande dat—

(i) waar die heenreis om sodanige begrafnis te lei of sodanige verwydering of aflewering waar te neem, vyf-en-twintig myl te bowe gaan maar nie 'n honderd myl nie, bereken vanaf die werkgever se bedryfsinrigting waar die werknemer in diens is, die toelae wat betaalbaar is, minstens een pond tien sjielings vir 'n begrafnis, een pond vir 'n verwydering en vyftien sjielings vir 'n aflewering moet wees;

(ii) waar sodanige werknemer 'n ongekwalifiseerde doodkismaker, begrafnisassistent, masjienwerker, of spuitskilder is, hy op hoogstens vyf-en-sewentig persent van die toelae in hierdie subklousules voorgeskryf, geregtig is;

(b) Waar die doodkis afgelewer word vir die verwydering van die lyk en die aflewering en verwydering op dieselfde reis geskied, is 'n werknemer geregtig op die verwyderingstoelae maar nie op die afleweringstoelae nie.

(c) Elke werknemer van wie vereis word om met enige sodanige begrafnis, verwydering of aflewering te help, is geregtig op die onderskeie toelae in hierdie subklousule voorgeskryf, ongeag die soort werk wat sodanige werknemer gewoonlik verrig of die omvang of aard van die hulp wat hy verplig word om te lewer.

(d) Die toelae in hierdie subklousule voorgeskryf, neem die plek in van oortydbetaling.

(e) Vir die toepassing van hierdie subklousule beteken die uitdrukking—

„'n doodkis aflewer”, die vervoer van 'n doodkis met 'n motorvoertuig vanaf 'n werkgever se bedryfsinrigting tot by die plek waar die lyk waarvoor die doodkis bedoel is, gekis moet word, en „aflewering van 'n doodkis” het 'n ooreenstemmende betekenis;

„normale daaglikse gewone werkure”, beteken—

(i) die tydperk tussen die tydstip wanneer 'n werknemer gewoonlik sy daaglikse werkure begin en die tydstip waarop hy gewoonlik sy daaglikse werkure voltooi; of

(ii) enige tydperk wat nie nege en 'n half opeenvolgende ure op 'n dag te bowe gaan nie, oor die aanvangs- en ophoudtyd waarvan skriftelik ooreengekom word tussen 'n werkgever en sy werknemer om die werknemer se daaglikse gewone werkure te bepaal;

Met dien verstande dat in die geval van 'n werknemer wat nie gewoonlik verplig is om sulke tye na te kom nie en by die afwesigheid van 'n skriftelike ooreenkoms ingevolge paragraaf (ii) hiervan, daar geag word dat dit duur vanaf 8 vm. tot 5.30 nm.; en voorts met dien verstande dat wanneer 'n werknemer wat in klousule 5 (1) genoem word, op 'n Sondag werk, daar geag word dat sy normale daaglikse gewone werkure vir sodanige Sondag dieselfde is as vir 'n gewone werkdag vir hom;

„verwydering van 'n lyk” beteken die vervoer van 'n lyk deur middel van 'n motorvoertuig, maar omvat nie die vervoer van 'n lyk van een plek na 'n ander binne 'n werkgever se bedryfsinrigting nie, ook nie die verwydering vanaf die werkgever se bedryfsinrigting na 'n plek vanwaar die begrafnis 'n aanvang moet neem, as die werknemer wat verwyder of help om te verwyder ook die begrafnis lei of daarmee help nie, en „'n lyk verwyder” het 'n ooreenstemmende betekenis.

(f) Hierdie subklousule is nie van toepassing op 'n werknemer wat 'n spesiale distriksrit onderneem nie of op 'n werknemer wat in klousule 5 (12) (a) vermeld is nie.

(7) *Embalming Allowance.*—An employer shall pay—

- (a) his employee who arterially embalms a corpse an allowance of not less than one pound one shilling for each such embalment;
- (b) his employee who assists at such embalming, whether performed by the employer or an employee, an allowance of not less than ten shillings and sixpence in respect of each such embalment,

which allowance shall be in addition to any other remuneration due to such employee.

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

- (i) five, in the case of an employee who works a five-day week;
- (ii) six, in the case of an employee who works a six-day week;
- (iii) seven, in the case of an employee who works a seven-day week.

(b) The monthly wage of an employee shall be four and a third times his weekly wage.

(c) The weekly wage of a monthly paid employee shall be his monthly wage divided by four and a third.

4. PAYMENT OF REMUNERATION.

(1) *Employees, other than Casual Employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or, if the employer and employee have agreed thereto, in cash or by cheque monthly, during the hours of work, or within fifteen 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 reflected, 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 or overtime hours worked, details of any deductions made, the remuneration due and the period in respect of which the payment is made, and such envelope or container on which these particulars are reflected or such statement shall become the property of the employee: Provided that where payment cannot be made to an employee within the said time, by reason of his absence on a special country trip, payment shall be effected not later than six hours after his resumption of duty after completion of such trip.

(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 with him or any person or at any place nominated by him: Provided that an employer may require his funeral assistant to lodge with him.

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

- (a) 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;
- (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- (d) 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 for the rent of any house or accommodation in any hostel occupied by such employee in any location or township under the control of such council or other local authority;
- (e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by forty-six: Provided that no deduction shall be made—
 - (i) in the case of short-time arising out of shortage of raw materials unless the employer has given his employee not less than twenty-four hours' notice of his intention to reduce the ordinary hours of work;

(7) *Balsemingstoelae.*—'n Werkgewer moet—

- (a) sy werknemer wat 'n lyk deur die are balsem 'n toelae van minstens een pond een sjieling vir elke sodanige balseming betaal;
- (b) sy werknemer wat by sodanige balseming behulpsaam is, hetsy deur die werkgewer of 'n werknemer waargeneem, 'n toelae van minstens tien sjielings en ses pennies ten opsigte van elke sodanige balseming betaal;

en hierdie toelae is bo en behalwe enige ander besoldiging verskuldig aan sodanige werknemer.

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

- (i) vyf, in die geval van 'n werknemer wat 'n vyfdagweek werk;
- (ii) ses, in die geval van 'n werknemer wat 'n sesdagweek werk;
- (iii) sewe, in die geval van 'n werknemer wat 'n sewedagweek werk.

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

(c) Die weekloon van 'n maandeliks betaalde werknemer is sy maandloon gedeel deur vier en 'n derde.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens soos by klousule 6 (4) bepaal, moet enige bedrag aan 'n werknemer verskuldig, uitgesonderd aan 'n los werknemer, weekliks in kontant, of, as die werkgewer en werknemer daartoe ooreengekom het, maandeliks in kontant of per tjek betaal word tydens die werkure of binne vyftien minute na voltooiing van die werk op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, of by diensbeëindiging, as dit voor die gewone betaaldag plaasvind, en dit moet ingesluit wees in 'n koevert of houer waarop die volgende aangebring moet word of wat van 'n opgawe vergesel moet gaan wat die volgende aantoon: Die werkgewer se naam, die werknemer se naam of nommer en sy werk, die getal gewone of oortydure gewerk, besonderhede van enige aftrekkings wat gedoen is, die besoldiging verskuldig en die tydperk ten opsigte waarvan die betaling gemaak word; en sodanige koevert of houer waarop hierdie besonderhede verskyn of sodanige opgawe word die eiendom van die werknemer; met dien verstande dat waar betaling nie aan 'n werknemer binne genoemde tyd gemaak kan word nie weens sy afwesigheid op 'n spesiale distrikts-rit, betaling nie later moet geskied nie as ses uur na hervatting van sy werk nadat hy sodanige rit voltooi het.

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

(3) *Premies.*—Geen betaling vir indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word nie.

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

(5) *Losies en inwoning.*—Behoudens soos bepaal in die Naturële (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer sy werknemer nie verplig om by hom te loseer of in te woon of by enige persoon of plek wat hy aanwys nie; met dien verstande dat 'n werkgewer van sy begrafnisassistent kan vereis om by hom in te woon.

(6) *Aftrekkings.*—'n Werkgewer mag geen boetes teen sy werknemer hef nie en ook geen aftrekkings van sy werknemer se besoldiging doen nie, uitgesonderd die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse of ledigheid aan 'n vakvereniging;
- (b) behalwe waar anders in hierdie vasstelling bepaal, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd in opdrag of op versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die basis van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan;
- (c) 'n aftrekking van enige bedrag wat 'n werkgewer by enige wet of bevel van enige bevoegde hof verplig of toegelaat is om te maak;
- (d) met die skriftelike toestemming van die werknemer 'n aftrekking van enige bedrag wat 'n werkgewer betaal het aan enige munisipale raad of ander plaaslike bestuur vir die huur van enige huis of huisvesting in enige hostel wat sodanige werknemer in enige lokasie of dorpsgebied onder die beheer van sodanige raad of ander plaaslike bestuur bewoon;
- (e) wanneer die gewone werkure in klousule 5 voorgeskryf verminder word weens korttyd, 'n aftrekking ten opsigte van elke uur van sodanige vermindering van die werknemer se weekloon gedeel deur ses-en-veertig; met dien verstande dat geen aftrekking gemaak sal word nie—
 - (i) in die geval van korttyd wat ontstaan weens 'n tekort aan grondstowwe, tensy die werkgewer sy werknemer vier-en-twintig uur kennis geege het van sy voorneme om sy gewone werkure te verminder;

- (ii) 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;
- (f) a deduction of an amount equal to his daily wage in respect of any public holiday, other than New Year's Day, Good Friday, the Day of the Covenant or Christmas Day, on which an employee is, at his own request, permitted not to work;
- (g) whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging from his employer, or a funeral assistant is required to accept lodging from his employer, a deduction not exceeding the amounts specified hereunder:—
- (i) In the case of a clerk, coffin maker, machinist or funeral assistant—

	Lodging Per week.	Lodging Per month.
	£ s. d.	£ s. d.
Single room.....	1 0 0	4 6 8
Single flat (one living room)	1 14 9	7 10 6
Double flat or house (more than one living room)....	2 14 6	11 16 6

(ii) in the case of any other employee—

	Per week.	Per month.
	£ s. d.	£ s. d.
Board.....	0 4 0	0 17 4
Lodging.....	0 2 0	0 8 8
Board and Lodging.....	0 6 0	1 6 0

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, who works in an establishment registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, shall not exceed—

- (a) in the case of an establishment which observes a six-day week—
- (i) forty-six in any week from Monday to Saturday, inclusive, and,
- (ii) subject to sub-paragraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days shall not exceed eight and a half;
- (b) in the case of an establishment which observes a five-day week—
- (i) forty-six in any week from Monday to Friday, inclusive, and,
- (ii) subject to sub-paragraph (i) hereof, nine and a quarter hours on any day.

(2) The ordinary hours of work of any other employee, other than a casual employee and an employee referred to in sub-clause (1), shall not exceed forty-six in any week from Monday to Sunday.

(3) The ordinary hours of work of a casual employee shall not exceed nine on any day, in a five-day week establishment, or eight and a half in any other establishment.

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

- (i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) that, if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;
- (iii) that a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle and its load, if any, shall be deemed for the purposes of this sub-clause not to have worked during such interval.

(5) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work period, during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work: Provided that this sub-clause shall not apply—

- (i) to any employee while he is engaged on any of the duties of a funeral assistant;
- (ii) to a driver of a motor vehicle or a labourer who accompanies such a driver on his trips.

(6) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (4) and (5), all hours of work on any day shall be consecutive.

(ii) in die geval van korttyd weens 'n algemene onklaar-raking van installasie of masjinerie of 'n onklaar-raking of dreigende onklaar-raking van geboue, veroorsaak deur 'n ongeluk of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie;

- (f) 'n aftrekking van 'n bedrag gelyk aan sy dagloon ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëe Vrydag, Gelofte-dag of Kersdag, waarop 'n werknemer op sy eie versoek toegelaat word om nie te werk nie;
- (g) wanneer 'n werknemer daartoe toestem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word om losies of inwoning van sy werkgewer aan te neem, of 'n begrafnisassistent verplig word om inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae wat hieronder vermeld word:—
- (i) In die geval van 'n klerk, doodkismaker, masjienwerker of begrafnisassistent—

	Inwoning Per week.	Inwoning Per maand.
	£ s. d.	£ s. d.
Enkelkamer.....	1 0 0	4 6 8
Enkelwoonstel (een woonkamer).....	1 14 9	7 10 6
Dubbele woonstel of huis (meer as een woonkamer)	2 14 6	11 16 6

(ii) in die geval van enige ander werknemer—

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

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, wat in 'n bedryfsinrigting werk wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is, of registreerbaar is, moet nie die volgende oorskry nie:—

- (a) In die geval van 'n bedryfsinrigting wat 'n sesdagweek werk—
- (i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en
- (ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag nie vyf oorskry nie, wanneer die ure op enigen van die ander dae nie agt en 'n half te bowe moet gaan nie;
- (b) in die geval van 'n bedryfsinrigting wat 'n vyfdagweek werk—
- (i) ses-en-veertig in enige week van Maandag tot en met Vrydag; en
- (ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart uur per dag.

(2) Die gewone werkure van enige ander werknemer, uitgesonderd 'n los werknemer en 'n werknemer in subklousule (1) vermeld, moet nie ses-en-veertig in enige week van Maandag tot Sondag oorskry nie.

(3) Die gewone werkure van 'n los werknemer moet nie nege op enige dag in 'n bedryfsinrigting wat 'n vyfdagweek werk, te bowe gaan of agt en 'n half in enige ander bedryfsinrigting nie.

(4) *Etenspouse.*—'n Werkgewer mag 'n werknemer nie verplig of toelaat om vir langer as vyf uur ononderbroke te werk sonder 'n etenspouse van minstens een uur nie, waartydens sodanige werknemer nie verplig of toegelaat moet word om enige werk te verrig nie, en sodanige pouse moet nie as deel van die gewone werkure of oortyd geag word nie: Met dien verstande dat—

- (i) werktidperke wat deur pouse van minder as 'n uur onderbreek word as aaneenlopend geag word;
- (ii) as sodanige pouse langer as 'n uur is, enige tydperk van langer as een en 'n kwart uur as tyd gewerk geag moet word.
- (iii) daar geag word dat 'n drywer van 'n motorvoertuig wat tydens sodanige pouse geen werk verrig nie behalwe om in beheer van die voertuig en sy vrag te wees of te bly nie, as daar enige vrug is, vir die toepassing van hierdie subklousule nie tydens sodanige pouse gewerk het nie.

(5) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan so na as moontlik aan die middel van elke oggend- en namiddagwerktid, en tydens sodanige pouse moet sodanige werknemer nie verplig of toegelaat word om enige werk te verrig nie, en sodanige pouse moet as deel van die gewone werkure geag word: Met dien verstande dat hierdie subklousule nie van toepassing is nie—

- (i) op enige werknemer wat enigen van die pligte van 'n begrafnisassistent verrig;
- (ii) op 'n drywer van 'n motorvoertuig of 'n arbeider wat sodanige drywer op sy ritte vergesel.

(6) *Werkure moet aaneenlopend wees.*—Behoudens soos in subklousules (4) en (5) bepaal, is alle werkure op enige dag opeenvolgend.

(7) *Overtime*.—Save as provided in sub-clauses (5) and (6) of clause 3, all time worked by an employee in excess of the hours prescribed in sub-clauses (1), (2) or (3), as the case may be, shall be deemed to be overtime.

(8) An employer shall not require or permit his employee to work overtime for more than—

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of an employee referred to in sub-clause (1)—
 - (i) two hours on any day;
 - (ii) ten hours in any week;

(c) in the case of any other employee, ten hours in any week.

(9) *Female Employees*.—An employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal and in sufficient time to enable her to eat it before she has to commence overtime; or
 - (iii) 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.

(10) *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, one and a third times his weekly wage divided by forty-six in respect of each hour or part of an hour in the aggregate of the overtime so worked in any week;
- (b) in the case of a casual employee, one and a third times his daily wage divided by nine or eight and a half, as the case may be, in respect of each hour or part of an hour so worked on any day;

Provided that for the purposes of this sub-clause the expression "wage" shall mean an employee's wage plus his cost of living allowance.

(11) *Time Off Duty*.—An employer shall grant to each of his employees referred to in sub-clause (2)—

- (a) one free period of not less than twenty-four consecutive hours in every week, or
- (b) four free periods of not less than twenty-four consecutive hours each in every four consecutive weeks,

during which free period or periods he shall not require or permit such employee to work.

(12) *Savings*.—(a) The provisions of this clause, other than sub-clause (1), shall not apply to an employee who is in receipt of regular remuneration at a rate of not less than £780 per annum: Provided that any cost of living allowance received in excess of the highest rate prescribed in terms of War Measure No. 43 of 1942 (as amended) and any subsistence, embalming, removal or other allowance received shall not be regarded as remuneration.

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

(c) The provisions of this clause, other than sub-clause (1), shall not apply to an employee while he is engaged on a special country trip.

(d) The provisions of sub-clauses (4), (5), (6) and (8) shall not apply to an employee engaged on emergency work.

(e) The provisions of sub-clause (4) shall not apply to an employee during any period spent by him on work for which he is entitled to any allowance in terms of clause 3 (6).

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 period of twelve months' employment with him—

- (a) in the case of a watchman, twenty-one consecutive calendar days' leave;
- (b) in the case of every other employee, fourteen consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

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

Provided that for the purposes of this clause 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.

(7) *Oortyd*.—Behoudens soos in subklousules (5) en (6) van klousule 3 bepaal, word alle tyd deur 'n werknemer gewerk wat langer is as die ure in subklousule (1), (2) of (3) voorgeskryf, na gelang van die geval, as oortyd geag.

(8) 'n Werkgewer mag sy werknemer nie verplig of toelaat om oortyd vir langer as die volgende te werk nie:—

- (a) In die geval van 'n los werknemer, twee uur op 'n dag;
- (b) in die geval van 'n werknemer in subklousule (1) vermeld—
 - (i) twee uur op 'n dag;
 - (ii) tien uur in 'n week;

(c) in die geval van enige ander werknemer, tien uur in 'n week.

(9) *Vroulike werknemers*.—'n Werkgewer mag 'n vroulike werknemer nie verplig of toelaat—

- (a) om tussen 6-uur nm. en 6-uur vm. te werk nie;
- (b) om na 1-uur nm. op meer as vyf dae in 'n week te werk nie;
- (c) om oortyd vir langer as twee uur op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n vyfdagweek werk, tot vier uur oortyd op 'n Saterdag kan werk;
- (d) om oortyd op meer as drie opeenvolgende dae in 'n week te werk nie;
- (e) om oortyd op meer as 60 dae in 'n jaar te werk nie;
- (f) om oortyd vir langer as een uur op 'n dag na die voltooiing van haar gewone werkure te werk nie, tensy hy—
 - (i) haar voor die middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer betyds van 'n geskikte ete voorsien het sodat sy dit kan nuttig voordat oortyd begin; of
 - (iii) sodanige werknemer minstens twee sjelings en ses pennies betyds betaal sodat sy 'n maaltyd kan bekom en kan nuttig voordat oortyd begin.

(10) *Betaling vir oortyd*.—'n Werkgewer moet sy werknemer wat oortyd werk teen minstens die volgende skaal betaal:—

- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, een en 'n derde maal sy weekloon gedeel deur ses-en-veertig ten opsigte van altesaam elke uur of gedeelte van 'n uur van die oortyd aldus in 'n week gewerk;
- (b) in die geval van 'n los werknemer, een en 'n derde maal sy dagloon gedeel deur nege of agt en 'n half, na gelang van die geval, ten opsigte van elke uur of gedeelte van 'n uur op enige dag aldus gewerk;

Met dien verstande dat die uitdrukking „loon" vir die toepassing van hierdie subklousule 'n werknemer se loon plus sy lewenskostetoelae beteken.

(11) *Vrytyd*.—'n Werkgewer moet aan elkeen van sy werknemers in subklousule (2) genoem—

- (a) een vrytydperk van minstens vier-en-twintig opeenvolgende ure in elke week toestaan; of
- (b) vier vrytydperke van minstens vier-en-twintig opeenvolgende ure elk in elke vier opeenvolgende weke,

waartydens hy sodanige werknemer nie mag verplig of toelaat om te werk nie.

(12) *Voorbehoudsbepalings*.—(a) Die bepaling van hierdie klousule, uitgesonderd subklousule (1), is nie van toepassing op 'n werknemer wat gereeld besoldiging ontvang teen 'n skaal van minstens £780 per jaar nie; met dien verstande dat enige lewenskostetoelae wat bo die hoogste skaal, voorgeskryf ingevolge Oorlogsmaatregel No. 43 van 1942 (soos gewysig), ontvang word en enige onderhouds-, balsemings-, vervoer- of ander toelae ontvang, nie as besoldiging beskou moet word nie.

(b) Die bepaling van hierdie klousule is nie op 'n wag van toepassing nie.

(c) Die bepaling van hierdie klousule, uitgesonderd subklousule (1), is nie van toepassing op 'n werknemer op 'n spesiale distriksrit nie.

(d) Die bepaling van subklousules (4), (5), (6) en (8) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(e) Die bepaling van subklousule (4) is nie van toepassing op 'n werknemer tydens enige tydperk wat hy aan werk bestee waarvoor hy op 'n toelae ooreenkomstig klousule 3 (6) geregtig is nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepaling van subklousule (2) en (3), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooid tydperk van 12 maande diens by hom die volgende toestaan:—

- (a) In die geval van 'n wag, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) in die geval van alle ander werknemers, veertien opeenvolgende kalenderdae verlof;

en moet sodanige werknemer ten opsigte van sodanige verlof die volgende betaal:—

- (i) In die geval van 'n werknemer in (a) vermeld, minstens driemaal die weekloon waarop hy geregtig is vanaf die eerste dag van die aanvang van die verlof; en
- (ii) in die geval van 'n werknemer in (b) vermeld, minstens dubbel die weekloon waarop hy geregtig is vanaf die eerste dag van die aanvang van die verlof:

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

(2) The leave referred to 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 within two 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 New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such day, be added to the said period as a further period of leave and the employee shall be paid an amount equal to his daily wage in respect of each such day added;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay at his employee's written request during the period of twelve months of employment to which the period of annual leave relates.

(3) At the written request of an employee mentioned in clause 3 (1) (b) an employer may permit the annual leave to accumulate over a period of not more than twenty-four months of employment: Provided that—

- (i) such request is made by such employee not later than two months after the expiry of the twelve months' employment to which the leave relates;
- (ii) the date of the receipt of such request shall be endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the period of twelve 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 the commencement of the leave.

(5) An employee whose contract of employment terminates during any period of twelve 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—

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth of the weekly wage;
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), 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 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 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.

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

(7) For the purposes of this clause the expression "employment" shall be deemed to include 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 to include 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 ten weeks in respect of items (a), (b) and (c), plus the period of any military training undergone in that year, and, subject to sub-clause (8) (b), 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, from the date on which such employee last became entitled to such leave under such law;

(2) Die verlof in subklousule (1) vermeld, moet toegestaan word op 'n tydskop wat die werkgever moet vasstel: Met dien verstande dat—

- (i) as sodanige verlof nie eerder toegestaan is nie, dit behoudens soos in subklousule (3) bepaal, binne twee maande na die voltooiing van die twaalf maande diens waarop dit betrekking het, toegestaan moet word;
- (ii) die verloftydperk nie mag saamval met siekteverlof kragtens klousule 7 toegestaan nie of, tensy die werknemer aldus versoek en die werkgever skriftelik toestem, met enige tydperk van militêre opleiding;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige dag by genoemde tydperk getel moet word as 'n verdere verloftydperk, en die werknemer moet 'n bedrag betaal wat gelyk is aan sy dagloon ten opsigte van elke dag aldus bygetel;
- (iv) 'n werkgever teen sodanige verloftydperk enige dae geleentheidsverlof kan verreken wat aan sy werknemer betaal is op laasgenoemde se skriftelike versoek gedurende die tydperk van twaalf maande diens waarop die jaarlikse verloftydperk betrekking het.

(3) 'n Werkgever kan, op die skriftelike versoek van 'n werknemer in klousule 3 (1) (b) genoem, toelaat dat die jaarlikse verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens loop: Met dien verstande dat—

- (i) sodanige versoek deur sodanige werknemer gerig word nie later nie as twee maande na die verstrekking van die twaalf maande diens waarop die verlof betrekking het;
- (ii) die ontvangsdatum van sodanige versoek deur die werkgever op die versoek oor sy handtekening aangeteken moet word, en hy sodanige versoek vir 'n tydperk van minstens drie jaar vanaf sodanige datum of die verstrekingsdatum van die tydperk van twaalf maande diens waarop die verlof betrekking het, moet hou, na gelang van die jongste.

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

(5) 'n Werknemer wie se dienskontrak eindig gedurende enige tydperk van twaalf maande diens by dieselfde werkgever voor die verloftydperk in subklousule (1) voorgeskryf ten opsigte van die tydperk opgeloop het, moet hy sodanige beëindiging en bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige diens-tydperk ten minste die volgende deur sy werkgever betaal word:—

- (a) In die geval van 'n werknemer in paragraaf (a) van subklousule (1) vermeld, een vierde van die weekloon;
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) vermeld, een sesde van die weekloon,

wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige aftrekking kan maak ten opsigte van enige verloftydperk wat aan 'n werknemer ingevolge die vierde voorbehoudsbepaling van subklousule (2) toegestaan is, en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder dat hy die kennisgewingstydperk, voorgeskryf in klousule 12, gegee en gedien het, tensy die werkgever van sodanige kennisgewing afgesien het; of
- (ii) wat sy diens verlaat sonder 'n rede wat by wet as voldoende geag word; of
- (iii) wat deur sy werkgever sonder kennisgewing ontslaan word weens enige rede wat by wet as voldoende vir sodanige ontslag sonder kennisgewing erken word,

nie geregtig is op enige betaling kragtens hierdie subklousule nie.

(6) 'n Werknemer wat geregtig geword het op 'n verloftydperk in subklousule (1) voorgeskryf, gelees met subklousule (3) en wie se dienskontrak eindig voor sodanige verlof toegestaan is, moet by sodanige beëindiging, bo en behalwe enige ander verskuldigde besoldiging, die bedrag ontvang wat hy ten opsigte van die verlof sou ontvang het as dit aan hom op die datum van die beëindiging toegestaan was.

(7) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” enige tydperk insluit ten opsigte waarvan 'n werkgever sy werknemer, ingevolge subklousule (1) van klousule 12 in plaas van kennisgewing betaal, asook enige tydperk of tydperke waartydens 'n werknemer afwesig is—

- (a) met verlof ooreenkomstig subklousule (1);
- (b) met siekteverlof ooreenkomstig klousule 7;
- (c) in opdrag of op versoek van sy werkgever;
- (d) terwyl hy enige militêre opleiding meemaak,

wat altesaam in enige jaar hoogstens tien weke ten opsigte van items (a), (b) en (c) bedra, plus die tydperk van enige militêre opleiding in dié jaar ondergaan en, behoudens subklousule (8) (b), word daar geag dat diens soos volg begin:—

- (i) In die geval van 'n werknemer wat voor die inwerking-treding van die vasstelling op verlof ingevolge enige wet geregtig geword het, vanaf die datum waarop sodanige werknemer laaste op sodanige verlof kragtens sodanige wet geregtig geword het;

- (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, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or the date of coming into force of this determination, whichever is the later.
- (8) Notwithstanding anything to the contrary contained in this clause, an employer may for the purpose of annual leave at any time but not more than once in any period of twelve months close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to sub-clause (2).

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in sub-clause (1) (b) shall in respect of any leave due to him be paid by his employer on the basis set out in sub-clause (5), and for the purposes of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

(9) For the purposes of this clause the expression "wage" shall 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 twenty work days;
- (b) in the case of every other employee, not less than twenty-four work days,

sick leave in the aggregate during each cycle of twenty-four 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 twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) 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 twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months' employment, except that during the first twenty-four 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 claimed in terms of this clause by an employee 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 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.

- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie vasstelling op wie enige wet wat voorsiening maak vir jaarlikse verlof, van toepassing was maar wat nie daarkragens op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of die datum van inwerkingtreding van hierdie vasstelling, na gelang van die jongste.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule vervat, kan 'n werkgever vir die doeleindes van jaarlikse verlof te eniger tyd maar hoogstens een keer in enige tydperk van twaalf maande sy bedryfsinrigting vir veertien opeenvolgende kalenderdae sluit, plus enige bykomende dae wat nodig mag wees om by te tel kragens die derde voorbehoudsbepaling van subklousule (2).

(b) 'n Werknemer wat ten tyde van die sluiting van 'n bedryfsinrigting ooreenkomstig paragraaf (a) nie geregtig is op die volle tydperk van jaarlikse verlof in subklousule (1) (b) voorgeskryf nie, moet ten opsigte van enige verlof aan hom verskuldig, deur sy werkgever betaal word op die grondslag in subklousule (5) uiteengesit, en vir die doeleindes van jaarlikse verlof daarna word daar geag dat sy diens begin op die datum van sodanige sluiting van die bedryfsinrigting.

(9) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon" 'n werknemer se loon plus sy lewenskoste-toelae.

7. SIEKTEVERLOF.

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

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

siekteverlof gedurende elke kringloop van vier-en-twintig opeenvolgende maande diens by hom, en moet sodanige werknemer ten opsigte van enige afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy tydens sodanige tydperk gewerk het: Met dien verstande—

- (i) dat 'n werknemer in die eerste vier-en-twintig maande diens nie op siekteverlof met volle betaling teen 'n skaal van nie meer as die volgende geregtig is nie: In die geval van 'n werknemer wat 'n vyfdagweek werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes maak wat minstens gelyk is aan dié deur die werknemer gemaak, tot enige fonds of organisasie deur die werknemer aangewys, welke fonds of organisasie aan die werknemer in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die 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 van die betaling van bydraes deur die werknemer, die gewaarborgde skaal nie die oplooptbare skaal in die eerste voorbehoudsbepaling van hierdie subklousule uiteengesit, hoef te oorskry nie;
- (iii) dat waar 'n werkgever by enige wet verplig word om hospitaalgeld of geld vir doktersbehandeling ten opsigte van 'n werknemer te betaal en hy dit wel doen, die bedrag aldus betaal, verreken kan word teen die betaling verskuldig ten opsigte van afwesigheid weens ongeskiktheid ooreenkomstig hierdie klousule;
- (iv) dat indien 'n werkgever ten opsigte van enige tydperk van ongeskiktheid deur hierdie klousule gedek, by enige ander wet verplig word om aan 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie;
- (v) dat die loon betaalbaar aan 'n werknemer wat stukwerk verrig vir enige tydperk van afwesigheid met siekteverlof kragens hierdie klousule, bereken moet word op 'n basis van die besoldiging aan sodanige werknemer betaal op sy laaste betaaldag wat sodanige afwesigheid onmiddellik voorafgaan.

(2) 'n Werkgever kan, as 'n voorafgaande voorwaarde tot die betaling deur hom van enige bedrag kragens hierdie klousule deur 'n werknemer geëis ten opsigte van enige afwesigheid van werk vir 'n tydperk wat meer as drie agtereenvolgende kalenderdae beslaan, die werknemer verplig om 'n sertifikaat in te dien wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van agt opeenvolgende kalenderdae of minder sonder om sodanige sertifikaat in te dien, sy werkgever gedurende die volgende opeenvolgende agt weke, as 'n voorafgaande voorwaarde tot die betaling deur hom van enige bedrag deur sodanige werknemer kragens hierdie klousule geëis, die werknemer kan verplig om sodanige sertifikaat in te dien, ongeag die duur van sodanige afwesigheid.

(3) Where, during the first cycle of twenty-four 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 pay only in respect of such 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, had not been taken.

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

“employment” shall be deemed to include any period or periods during which an employee is absent—

- (a) on leave in terms of clause (6);
- (b) on the instructions or at the request of his employer;
- (c) on sick leave in terms of sub-clause (1);
- (d) undergoing any military training,

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus the period of any military training undergone in that year and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this determination shall for the purposes 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;

“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 compensable 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.

(5) For the purposes of this clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Payment for Work on a Public Holiday.*—Subject to the provisions of clauses 3 (6) and 4 (6), whenever an employee works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, he shall for the week in which such day falls be paid by his employer not less than his weekly wage plus his daily wage.

(2) *Compensation for Work on a Sunday.*—(a) Subject to the provisions of clauses 3 (6) and 4 (6), whenever an employee referred to in clause 5 (1) works on a Sunday, his employer shall pay him for that week not less than his weekly wage plus, either—

- (i) double his daily wage, or
- (ii) one and one-third times his weekly wage divided by forty-six in respect of each hour or part of an hour worked by him on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him his daily wage in respect of such holiday.

(b) Subject to the provisions of clauses 3 (6) and 4 (6), whenever an employee referred to in clause 5 (2) works on a Sunday as part of his ordinary hours of work he shall for that week be paid by his employer not less than his weekly wage plus his daily wage.

(3) For the purposes of this clause the expression “wage” shall mean an employee's wage plus his cost of living allowance.

(4) This clause shall not apply to a casual employee or 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 such 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—

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

plus five per cent.

(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) Waar 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgever, afwesig is weens ongeskiktheid vir 'n langer tydperk as enige siekteverlof wat vir hom opgeloopt het ten tyde van sodanige ongeskiktheid, is hy geregtig om slegs betaal te word ten opsigte van sodanige verlof as wat aldus opgeloopt het; maar sy werkgever moet, as hy dit nie voorheen 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 in dié mate waartoe siekteverlof wat by sodanige verstryking of beëindiging opgeloopt het, nie gemeem is nie.

(4) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking—

„diens”, enige tydperk of tydperke insluit waartydens 'n werknemer afwesig is—

- (a) met verlof ooreenkomstig klousule (6);
- (b) in opdrag of op versoek van sy werkgever;
- (c) met siekteverlof ooreenkomstig subklousule (1);
- (d) omdat hy enige militêre opleiding meemaak;

wat altesaam in enige jaar hoogstens tien weke ten opsigte van items (a), (b) en (c) bedra, plus die tydperk van enige militêre opleiding wat hy in die jaar ondergaan het en enige tydperk diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van inwerkingtreding van hierdie vasstelling vir die toepassing van hierdie klousule geag word as diens kragtens hierdie vasstelling, en enige siekteverlof met volle betaling wat aan sodanige werknemer tydens sodanige tydperk toegestaan is, word geag dat dit kragtens hierdie vasstelling toegestaan is;

„ongeskiktheid”, beteken onbevoegdheid om te werk weens enige siekte of besering, uitgesonderd dié deur 'n werknemer se eie wangedrag veroorsaak: Met dien verstande dat enige onbevoegdheid om te werk wat veroorsaak is deur 'n ongeluk vergoedbaar kragtens die Ongevalwet, 1941, geag word as ongeskiktheid slegs ten opsigte van enige tydperk van onbevoegdheid om te werk waarvoor geen ongeskiktheidsbetaling ingevolge dié Wet betaalbaar is nie.

(5) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon, plus sy lewenskostetoelae.

8. OPENBARE VAKANSIEDAE EN SONDAG.

(1) *Betaling vir werk op 'n openbare vakansiedag.*—Behoudens die bepaling van klousule 3 (6) en 4 (6) moet 'n werknemer, wanneer hy op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, vir die week waarin sodanige dag val minstens sy weekloon plus sy dagloon deur sy werkgever betaal word.

(2) *Vergoeding vir werk op 'n Sondag.*—(a) Behoudens die bepaling van klousules 3 (6) en 4 (6) moet 'n werkgever, wanneer sy werknemer in klousule 5 (1) vermeld op 'n Sondag werk, aan sodanige werknemer vir daardie week minstens sy weekloon betaal plus of—

- (i) dubbel sy dagloon, of
- (ii) een en 'n derde keer sy weekloon gedeel deur ses-en-veertig ten opsigte van elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het en aan hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan en aan hom sy dagloon ten opsigte van sodanige dag verlof betaal.

(b) Behoudens die bepaling van klousules 3 (6) en 4 (6) moet 'n werknemer in klousule 5 (2) vermeld, wanneer hy as deel van sy gewone werkure op 'n Sondag werk, vir dié week deur sy werkgever minstens sy weekloon plus sy dagloon betaal word.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

(4) Hierdie klousule is nie op 'n los werknemer of 'n wag van toepassing nie.

9. STUKWERK.

(1) 'n Werkgever kan, na minstens een week kennisgewing aan sy werknemer, enige stukwerkstelsel toepas en, behoudens soos bepaal in klousule 4 (6), moet die werkgever aan sodanige werknemer wat vir enige tydperk op sodanige stukwerkstelsel in diens is besoldiging betaal teen die skale van toepassing kragtens sodanige stelsel: Met dien verstande dat, ongeag die hoeveelheid of omvang van werk verrig, die werkgever aan sodanige werknemer minstens die volgende betaal—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die bedrag wat hy verplig sou gewees het om aan sodanige werknemer vir die week te betaal as hy op die basis van tyd gewerk besoldig sou gewees het;
- (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 aan sodanige werknemer vir die dag te betaal as hy op die basis van tyd gewerk besoldig sou gewees het;

plus vyf persent.

(2) 'n Werkgever moet 'n bylae van die skale in subklousule (1) vermeld in 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

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

10. PROHIBITION OF EMPLOYMENT.

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

11. UNIFORMS, OVERALLS, PROTECTIVE CLOTHING AND DARK SUITS.

(1) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other 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 other protective clothing shall remain the property of the employer.

(2) (a) An employer who requires his employee to wear a dark suit in the performance of his duties shall either—

(i) provide such suit free of charge, in which case it shall remain the property of the employer, or

(ii) pay his employee, in addition to any other remuneration due to the employee, an allowance of not less than ten shillings per week, in which case such employee shall at his own expense provide his own dark suit, which will remain his property.

(b) An employer shall maintain in good and clean condition, free of charge, any dark suit which he requires his employee to wear, irrespective of whether the suit is his property or that of the employee.

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, twenty-four hours' notice;

(b) in the case of an employee paid weekly, one week's notice after the first four weeks of employment;

(c) in the case of an employee paid monthly, one month's notice after the first four weeks of employment,

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 twenty-four 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;

(iii) in the case of a month's notice, the equivalent of the monthly 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 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 item (ii) of the first 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)—

(a) in the case of a weekly paid employee, shall be given on or before the usual pay-day of the establishment for such employees and shall commence to run from the day after such pay-day;

(b) in the case of a monthly paid employee or where only twenty-four hours' notice is required, may be given on any work 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; and

(3) 'n Werkgewer wat van voorneme is om op enige wyse enige stukwerkstelsel wat in werking is of die skale daarkragens van toepassing, te wysig of te kanselleer, moet sy werknemer in diens op sodanige stelsel minstens een maand kennis gee van sodanige voorneme; met dien verstande dat 'n werkgewer en sy werknemer op 'n langer kennisgewingstydperk ooreen kan kom, wanneer die werkgewer minstens die tydperk van kennisgewing waarop ooreengekom is, moet nakom.

10. VERBOD OP INDIENSNEMING.

'n Werkgewer mag geen persoon onder die ouderdom van ses-tien jaar in diens neem nie.

11. UNIFORMS, OORPAKKE, BESKERMENDE KLERE EN DONKER PAKKE.

(1) 'n Werkgewer moet enige uniform, oorpak of ander beskermende kleren wat hy sy werknemer verplig om te dra of wat hy by enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos voorsien en in 'n diensbare en skoon toestand hou en enige sodanige uniform, oorpak of ander beskermende kleren bly die eiendom van die werkgewer.

(2) (a) 'n Werkgewer wat sy werknemer verplig om 'n donker pak te dra in die uitvoering van sy pligte moet—

(i) of sodanige pak kosteloos verskaf, wanneer dit die eiendom van die werkgewer bly; of

(ii) sy werknemer, bo en behalwe enige ander besoldiging aan hom verskuldig, 'n toelae van minstens tien sjielings per week betaal, wanneer sodanige werknemer sy eie donker pak op eie koste moet aanskaf, en dit bly sy eiendom.

(b) 'n Werkgewer moet enige donker pak wat hy sy werknemer verplig om te dra kosteloos in 'n goeie en skoon toestand hou, ongeag die feit of die pak sy eiendom of dié van die werknemer is.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

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

(b) in die geval van 'n weekliks betaalde werknemer, een week kennis gee na die eerste vier weke diens;

(c) in die geval van 'n werknemer wat maandeliks betaal word, een maand kennis gee na die eerste vier weke diens, om die kontrak te beëindig, of 'n werkgewer of werknemer kan 'n kontrak sonder kennisgewing beëindig deurdat, in plaas van sodanige kennisgewing, die werkgewer die werknemer betaal of die werknemer aan die werkgewer die volgende betaal of verbeur, na gelang van die geval—

(i) in die geval van vier-en-twintig uur kennisgewing, die ekwivalent van die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week kennisgewing, die ekwivalent van die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(iii) in die geval van 'n maand kennisgewing, die ekwivalent van die maandloon wat sodanige werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat dit—

(i) nie die reg van 'n werkgewer of 'n werknemer raak om die kontrak sonder kennisgewing om enige rede by wet as vol-doende beskou, te beëindig nie;

(ii) nie enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstydperk van gelyke duur vir beide partye en wat langer is as dié in hierdie klousule voorgeskryf, raak nie;

(iii) nie die werking van enige verbeurings of boetes wat by Wet ten opsigte van diensverlating deur 'n werknemer van toepassing is, raak nie:

Voorts met dien verstande dat waar die loon van 'n werknemer ten tyde van diensbeëindiging verminder is weens aftrekkings ten opsigte van korttyd, die uitdrukking „wat hy ten tyde van sodanige beëindiging ontvang” word geag te beteken „sou ontvang het ten tyde van sodanige beëindiging as daar geen aftrekkings ten opsigte van korttyd gemaak was nie”.

(2) Waar daar 'n ooreenkoms ooreenkomstig item (ii) van die eerste voorbehoudsbepaling in subklousule (1) bestaan, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstydperk waarvoor ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf—

(a) moet in die geval van 'n weekliks betaalde werknemer voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemers gegee word, en moet 'n aanvang neem vanaf die dag na sodanige betaaldag;

(b) kan in die geval van 'n maandeliks betaalde werknemer of waar slegs vier-en-twintig uur kennis vereis word, op enige werkdag gegee word:

Met dien verstande dat—

(i) die kennisgewingstydperk nie mag saamval met of dat kennis nie gegee mag word tydens 'n werknemer se afwesigheid met verlof wat kragens klousule 6 toegestaan is nie of enige tydperk van militêre opleiding nie, en

- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.
- (4) For the purposes of this clause the expression "wage" shall mean an employee's wage plus his cost of living allowance.

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than 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 termination of the contract and the rate of remuneration at the date of such termination.

SCHEDULE.

I/We (a)..... carrying on trade in the Funeral Industry at..... hereby certify that Mr./Mrs./Miss (a)..... was 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..... shillings..... 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, labourer, grade I employee, funeral assistant, spray painter, machinist.

No. 657.] [1 May 1959.
WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCE PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

FUNERAL INDUSTRY.—PRINCIPAL AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees to the extent that the regulations shall not apply in respect of the allowances payable in terms of sub-clauses (5), (6) and (7) of clause 3 of Wage Determination No. 185 for the Funeral Industry, published under Government Notice No. 656 of the 1st May, 1959.

M. VILJOEN,
Deputy-Minister of Labour.

No. 658.] [1 May 1959.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

FUNERAL INDUSTRY.—PRINCIPAL AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Determination for the Funeral Industry, published under Government Notice No. 656 of the 1st May, 1959, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

- (ii) kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof wat ooreenkomstig klousule (7) toegestaan is nie.

- (4) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon" 'n werknemer se loon plus sy lewenskostoelae.

13. DIENSSERTIFIKAAT.

'n Werkgewer moet by die diensbeëindiging van die dienskontrak, uitgesonderd weens die dros van 'n werknemer, sy werknemer, uitgesonderd 'n los werknemer, van 'n dienssertifikaat voorsien, wesenlik in die vorm voorgeskryf in die bylae van hierdie vasstelling, met die volle name van die werkgewer en sy werknemer, die werk van die werknemer, die aanvangsdatum en datum van beëindiging van die kontrak en die besoldigingskaal ten tyde van sodanige beëindiging daarop.

BYLAE.

Ek/Ons (a)..... wat die Begrafnisbedryf beoefen by..... sertifiseer hierby dat Mnr./Mev./Mej. (a)..... by my/ons in diens was (a) vanaf die..... dag van..... 19..... tot die..... dag van..... 19..... in die werk van (b).

By diensbeëindiging was sy/haar (a) loon (uitgesonderd lewenskostoelae)..... ponde..... sjielings..... pennies per week/maand (a).

Handtekening van Werkgewer of
Gemagtigde Verteenwoordiger.

Datum.....

- (a) Skrap wat nie van toepassing is nie.
- (b) Noem werk waarin 'n werknemer uitsluitlik of hoofsaaklik in diens was bv. klerk, arbeider, graad I-werknemer, begrafnisassistent, spuitkilder, masjienwerker.

No. 657.] [1 Mei 1959.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAE BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

BEGRAFNISBEDRYF.—VERNAAMSTE GEBIEDE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, hierby die bepalings van genoemde regulasies op ten opsigte van alle werknemers in dié mate dat die regulasies nie van toepassing sal wees nie ten opsigte van die toelaes betaalbaar kragtens subklousules (5), (6) en (7) van klousule 3 van Loonvasstelling No. 185 vir die Begrafnisbedryf, gepubliseer by Goewermenskennisgewing No. 656 van 1 Mei 1959.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 658.] [1 Mei 1959.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BEGRAFNISBEDRYF.—VERNAAMSTE GEBIEDE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Vasstelling vir die Begrafnisbedryf, gepubliseer by Goewermenskennisgewing No. 656 van 1 Mei 1959, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

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