



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE EXTRAORDINARY **Staatskoerant** **Government Gazette**

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. CXCVII.] PRYS 6d.

PRETORIA, 24 JULIE 1959.
24 JULY

PRICE 6d.

[No. 6265.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1147.] [24 Julie 1959.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 186.

ONGESKOOLDE ARBEID.—WITWATERSRAND EN PRETORIA (PLAASLIKE BESTURE).

In opdrag van die Minister van Arbeid word hierby, ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn, ten opsigte van ongeskoolde arbeid (plaaslike besture) gemaak het en die 17de dag van Augustus 1959 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers wat ongeskoolde arbeid verrig in 'n munisipale of plaaslike bestuurs-raadonderneming (met inbegrip van enige stadsraad, dorpsraad, gesondheidskomitee of plaaslike komitee van die Gesondheidsraad vir Buitestedelike gebiede) in enige van die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWINGS.

(1) Tensy dit uit die samehang anders blyk, het enige uitdrukking wat in hierdie Vasstelling gebesig word en in die Loonwet, 1957, omskryf is, dieselfde betekenis as in daardie Wet; en tensy dit strydig is met die samehang, beteken—

„onafgebroke proses”, 'n bedrywigheid wat ingevolge die bepalings van paragraaf (a) van subartikel (1) van artikel negentien van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, bepaal is as 'n bedrywigheid waarin onafgebroke werk deur middel van drie skofte per dag nodig is;

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

„Distrik A”, die munisipale gebied van Johannesburg;
„Distrik B”, die landdrosdistrik Oberholzer, die munisipale gebiede Alberton, Bedfordview, Edenvale, Elsburg, Lyttelton, Pretoria-Noord, Silverton en Westonaria en die gebiede onder die jurisdiksie van die Gesondheidsraad vir Buitestedelike Gebiede in die landdrosdistrikte Vanderbijlpark en Vereeniging, uitgesonderd die gebiede wat binne 'n straal van agt myl onderskeidelik van die Algemene Poskantoor van Vanderbijlpark en van Vereeniging val;

„Distrik C”, al die ander gebiede wat nie in die woordomskrywings van „Distrik A” en „Distrik B” genoem word nie;

„daglikse werknemer”, 'n werknemer wat per dag in diens is;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1147.] [24 July 1959.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 186.

UNSKILLED LABOUR.—WITWATERSRAND AND PRETORIA (LOCAL AUTHORITIES).

By direction of the Minister of Labour it is hereby notified, in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of unskilled labour (local authorities) and has fixed the 17th day of August, 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 employees performing unskilled labour in any municipal or local management board undertaking (including any city council, town council, health committee or local committee of the Peri-Urban Areas Health Board) in any of the magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging, and to the employers of such employees.

2. DEFINITIONS.

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

“continuous process” means any activity which in terms of paragraph (a) of sub-section (1) of section nineteen of the Factories, Machinery and Building Work Act, 1941, has been declared to be an activity in which continuous working by means of three shifts per day is necessary;

“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 Measure 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;

“district A” means the municipal area of Johannesburg;

“district B” means the magisterial district of Oberholzer, the municipal areas of Alberton, Bedfordview, Edenvale, Elsburg, Lyttelton, Pretoria North, Silverton and Westonaria and the areas under jurisdiction of the Peri-Urban Areas Health Board in the magisterial districts of Vanderbijlpark and Vereeniging, except any such area falling within an eight-mile radius from the General Post Office at Vanderbijlpark and at Vereeniging, respectively;

“district C” means all the other areas not mentioned in the definitions “district A” and “district B”;

“daily employee” means an employee who is employed by the day;

"noodwerk"—

- (a) werk wat sonder versuim gedoen moet word as gevolg van onvoorsiene oorsake soos brand, storm, ongeluk, geweldpleging, epidemie of diefstal;
- (b) werk wat nodig is vir die instandhouding van ligkrag-, water-, telefoon-, openbare gesondheids-, sanitêre, skoonmaak-, openbare vervoer-, spoorweg- of lughawediensle of vir die lewering van goedere aan hospitale of die polisie of militêre magte;
- (c) werk wat noodsaaklik is as gevolg van 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue veroorsaak deur 'n ongeluk of ander onvoorsiene nood-geval;
- (d) werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie; of
- (e) die werk van of verbonde aan op- of aflaai van trokke of voertuie wat aan die Suid-Afrikaanse Spoorweë en Hawens behoort;

"inrigting", persele waarin of in verband waarmee een of meer werknemers in diens is in enige munisipale onderneming of onderneming van 'n plaaslike bestuursraad (met inbegrip van enige stadsraad, dorpsraad, gesondheidskomitee of plaaslike komitee van die Gesondheidsraad vir Buitestedelike Gebiede);

"wet", ook die gemene reg;

"nagwag", 'n werknemer wat in diens is om in die nag of op Sondae op openbare vakansiedae eiendom te bewaak, maar sluit nie 'n werknemer in wat gereeld eiendom bewaak vir hoogstens nege en 'n half gewone werkure op 'n dag en ses-en-veertig in 'n week nie;

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

"korttyd", 'n tydelike vermindering in die getal gewone werknemers as gevolg van nat weer, of '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 ander onvoorsiene noodgeval;

"ongeskoolde arbeid", sonder beperking van die gewone betekenis van die uitdrukking hoegenaamd—

- (1) posseëls op briewe, pakkette of ander artikels plak;
- (2) briewe, omsendbriewe, dokumente, biljet, advertensies of ander geskrewe, gedrukte, getikte of afgerolde geskrewe in koefte plaas of in pakkies opmaak;
- (3) briewe, pakkette, vate, kaste, blikke, platkissies, kartonne, konkas, sakke, bale of enige ander houers oopmaak of toemaak, volmaak of leegmaak; etikette of sulke houers of ander artikels plak of dié merk, brandmerk, stempel of sjabloner;
- (4) deure of vensters oop- of toemaak;
- (5) dra, sleep, stoot, trek, verpak, opstapel, rol, verskuif, of begrawe van enige artikel, ding of houer hetsy in of op die werkplek, pakkamer, loods, perseel, voertuig of spoorwegwa behalwe deur die gebruik van kragtoerusting;
- (6) persele, deure, vensters, toerusting, gereedskap, masjinerie, meubels, voertuie, houers of ander artikels skoonmaak of was en dit omvat meubels opvryf en tapete uitborsel;
- (7) rantsoene kook of tee of soortgelyke drankie vir werknemers maak of aan hulle bedien, of tee of ander versiersings vir die werkgewer of sy gaste maak of bedien;
- (8) boodskappe, pakkette, briewe, of goedere te voet, per trapfiets, driewieler of handvoertuig aflewer of vervoer;
- (9) kampongs, latrines, stalle of buitegeboue 'witkalk, skoonmaak of ontsmet;
- (10) laai of aflaai;
- (11) vure maak of aan die brand hou hetsy in kaggels, oonde of enige ander vuurmaakplek; afval of as verwyder; sintels uitsoek;
- (12) voertuie of masjinerie, maar nie elektriese opwekkingsmasjinerie of motorvoertuie nie, olie of smeer;
- (13) sakke heelmaak, skoonmaak of uitkud;
- (14) tuinmaak, d.w.s. spit, hark, gras sny, strooi, meng, natmaak, heinings snoei, onkruid verwyder, bome of ander plantegroei afkap of verwyder, of onder toesig plant;
- (15) rubber- of ander stempels gebruik waar seleksie of diskresie nie nodig is nie;
- (16) wiele of buite- of binnebande van motorvoertuie, fietse of kruitwaens afhaal, terugsit, omruil, of oppomp of binnebande herstel;
- (17) lewende hawe oppas, skoonmaak, voer of op enige ander wyse versorg;
- (18) 'n vakman behulpzaam wees op 'n ander wyse as deur die gereedskap van sy vak te gebruik;
- (19) 'n handhystoel of goederehys met die hand bedien; 'n vervoerband of platform met die hand voer of daarvan afneem;
- (20) nagemmers verwyder, leegmaak, skoonmaak of vervang;
- (21) goedere volgens voorafbepaalde gewig by herhaling weeg, of goedere volgens voorafbepaalde maat by herhaling meet;

"emergency work" means—

- (a) any work which, owing to unforeseen causes such as fire, storm, accident, act of violence, epidemic or theft, must be done without delay;
- (b) any work necessary for the maintenance of light, power, water, telephone, public health, sanitary, cleansing, public transport, railway or airport services or for the supply of goods to hospitals or the police or military forces;
- (c) any work necessitated by a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, caused by accident or other unforeseen emergency;
- (d) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; or
- (e) the work of or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours;

"establishment" means any premises in or in connection with which one or more employees are employed in any municipal or local management board undertaking (including any city council, town council, health committee or local committee of the Peri-Urban Areas Health Board);

"law" includes the common law;

"night watchman" means an employee who is engaged in guarding property during the night or on Sundays or public holidays, but does not include an employee who regularly guards property for not more than ordinary hours of work than nine and a half on any day and forty-six in any week;

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

"short-time" means any temporary reduction in the number of ordinary hours of work owing to wet weather, or a 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;

"unskilled labour" means, without limiting the ordinary meaning of the expression whatsoever—

- ✓(1) affixing stamps to letters, parcels or other articles;
- ✓(2) placing letters, circulars, documents, handbills, advertisements or other written, printed, typed or roneoed documents in envelopes or making them up into bundles;
- ✓(3) opening, closing, filling or emptying letters, parcels, casks, boxes, tins, trays, cartons, drums, bags, bales or any other containers, affixing labels to or marking, branding, stamping or stenciling such containers or other articles;
- ✓(4) opening or closing doors or windows;
- (5) carrying, pulling, pushing, hauling, packing, stacking, rolling, moving or burying any articles, thing or container, whether in or on the workshop, storeroom, shed, premises, vehicle or railway truck, other than by the use of power equipment;
- ✓(6) cleaning or washing premises, doors, windows equipment, tools, machinery, furniture, vehicles, containers or other articles, including polishing furniture and brushing carpets;
- ✓(7) cooking rations or making or serving tea or similar beverages for or to employees, or making or serving tea or other refreshments for or to the employer or his guests;
- ✓(8) delivering or conveying messages, parcels, letters or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- ✓(9) lime-washing, cleaning or disinfecting compounds, latrines, stables or outbuildings;
- (10) loading or unloading;
- ✓(11) making or maintaining fires, whether in hearths, ovens or any other fire-place; removing refuse or ashes; sorting out cinders;
- (12) oiling or greasing vehicles or machinery, but not electric generating machinery or motor vehicles;
- (13) mending, cleaning or shaking out bags;
- ✓(14) gardening, i.e., digging, raking, mowing, spreading, mixing, watering, trimming hedges, weeding, felling or removing trees or other vegetation, or planting under supervision;
- (15) using rubber or other stamps where selection or discretion is unnecessary;
- (16) removing, replacing, changing or inflating wheels or tyres or tubes of motor vehicles, bicycles or wheelbarrows, or repairing tubes;
- (17) minding, cleaning, feeding or in any other way tending livestock;
- (18) assisting a journeyman other than by using the tools of his trade;
- (19) operating a hand-hoist or goods lift by hand; feeding or taking off from a conveyor belt or platform;
- (20) removing, emptying, cleaning or replacing sanitary pails;
- (21) repetitive weighing of goods to a predetermined weight, or repetitive measuring of goods to a set gauge;

- (22) artikels van gelyke grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat;
 - (23) klaargemaakte karton- en veselborddose of soortgelyke houers met die hand opstel;
 - (24) asfalt met sand, gruis, klei of gebreekte klip met die hand meng, of gemengde asfalt met skopgrawe, harke, vurke of met kruitwaens versprei, of asfalt met pype of kanne spreï;
 - (25) onder toesig krane of kleppe oopmaak of toemaak, of masjienhefbome verstel;
 - (26) baalperse of ander perse met die hand bedien of draad, hoepels, toue of metaalbande om kiste, sakke, vesel of bale plaas en vasmaak;
 - (27) bottels of soortgelyke houers in outomatiese of half-outomatiese wasmasjiene plaas of daaruit neem; etikette van bottels, kaste of ander artikels met die hand verwyder of opplak; etikette aan outomatiese etiketmasjiene voer;
 - (28) klip, grond, klei, sand of ander grondstowwe losmaak, uithaal, breek of strooi; slote gate of fondamente grave of ander uitgrawingswerk met die hand verrig; boomstompe uitgrawe;
 - (29) bakstene, klippe of beton met hamers, troffels of ander gereedskap skoonmaak of afvlak;
 - (30) kruitwaens, trollies, waentjies of ander handvoertuie trek of stoot;
 - (31) handpompe bedien;
 - (32) staalversterkingsmateriaal onder toesig met draad verbind of vasheg, of sodanige materiaal sny, buig of inmeekaarsit;
 - (33) koekepanne koppel of ontkoppel; spore lê of vas- of losboud 'n koekepanhystoel bedien;
 - (34) sement of beton in vorms vasstamp of beton in fondamente vasstamp, onderdeel van vorms vir sement- of betonprodukte aanmeekaarboud of op 'n ander manier saamvoeg of vorms uitmeekaar haal;
 - (35) artikels, lê bottels, sakke, pakkies of ander houers sorteer of toedraai;
 - (36) oorpakke, uniforms of beskermende kleres was;
 - (37) kaste uit vooraf bereide materiaal maak of heelmak;
 - (38) persele of ciendom bewaak;
 - (39) handdoeke, seep of toilet papier vervang;
 - (40) draad, tou of goingsak met die hand sny;
 - (41) boksele oorgooi of afhaal;
 - (42) pale, draad of ander gereedskap dra;
 - (43) steierwerk onder toesig oprig;
 - (44) padtekens oprig of ophang of waarskuwingsligte opstel;
 - (45) pype onder toesig sny of draadsny;
 - (46) giftowwe spuit, spreï of toedien;
 - (47) artikels, geboue of toerusting met die hand teer;
 - (48) skoorstene onder toesig verf;
 - (49) steenkoolglybane oop- of toemaak;
- en sluit in, met betrekking tot—

A. Asfaltering.

- (1) Met die hand deur middel van 'n kwas, borsel of ander middel aansmeer, toedien of pleister;
 - (2) asfalt met ysterstampers of meganiese middels vasstamp;
- B. *Brugbou, uitgrawe of gelykmaak van grond, voorbereiding van terreine vir bou- of ander doeleindes en padmaak.*

- (1) betonmengers of kragbore bedien;
- (2) asfalt met ysterstampers of meganiese middels vasstamp;

C. Sloping van geboue.

- (1) enige soort dakteëls, sinkplate, asbesplate of ander dakmateriaal losmaak of afbreek;
- (2) planke, balke of ander soorte timmerhout losmaak of afbreek;
- (3) baksteenmure, betonmure, of mure van ander materiaal met koevoete, hamers, of ander gereedskap losmaak, afbreek of opbreek;
- (4) afgebreekte materiaal sorteer of in bondels bind;
- (5) spykers uit planke of balke verwyder;

D. Vervaardiging en verspreiding van gas.

- (1) gashouers of gassilinders onder toesig leeg- of volmaak;
- (2) gashouers of gassilinders met water volmaak;
- (3) kleppe of koppe van lê gashouers of gassilinders afskroef;
- (4) merke aan gashouers of gassilinders aanbring of daarvan verwyder;
- (5) pype aan gashouers of gassilinders vasskroef of daarvan loskroef;
- (6) filterperse oop- of toemaak of filterdoeke verwyder of vervang;

E. Moutvervaardiging.

- (1) gars of ander graan met grawe of skoppe oopsprei of omkeer;

- (22) packing articles of a uniform size and number in containers specially made to contain such articles;
- (23) setting up ready-made cardboard or fibreboard boxes or similar containers by hand;
- (24) mixing asphalt with sand, gravel, clay or crushed stone by hand, or spreading mixed asphalt by means of shovels, rakes, forks or wheelbarrows, or spreading asphalt with pipes or cans;
- (25) opening or closing cocks or valves, or adjusting levers, under supervision;
- (26) operating baling presses or other presses by hand, or placing and securing wire, hoops, ropes or metal bands around boxes, bags, fibre or bales;
- (27) placing bottles or similar containers in automatic or semi-automatic washing machines or taking therefrom; removing labels from bottles, boxes or other articles by hand or affixing labels thereto; feeding labels to automatic labelling machines;
- (28) loosening, excavating, breaking or spreading stone, soil, clay, sand or other raw materials; digging trenches, holes or foundations or performing other excavating work by hand; digging out tree stumps;
- (29) cleaning or levelling bricks, stones or concrete by means of hammers, trowels or other tools;
- (30) pulling or pushing wheelbarrows, trolleys, barrows or other manually propelled vehicles;
- (31) operating hand pumps;
- (32) tying or securing steel reinforcing materials with wire, under supervision, or cutting, bending or assembling such materials;
- (33) coupling or uncoupling cocopans; laying or bolting or unbolting tracks; operating a cocopan hoist;
- (34) ramming cement or concrete in moulds or ramming concrete in foundations, bolting or otherwise securing parts of or dismantling moulds for cement or concrete products;
- (35) sorting or wrapping articles, empty bottles, bags, parcels or other containers;
- (36) washing overalls, uniforms or protective clothing;
- (37) making or repairing boxes from ready prepared material;
- ✓(38) guarding premises or property;
- ✓(39) replacing towels, soap or toilet paper;
- (40) cutting wire, rope or hessian by hand;
- (41) covering with or removing tarpaulins;
- (42) carrying poles, wire or tools;
- (43) erecting scaffolding under supervision;
- (44) erecting or hanging out road signs or putting up warning lamps;
- (45) cutting or threading pipes under supervision;
- (46) spraying, spreading or applying toxins;
- (47) tarring articles, buildings or equipment by hand;
- (48) painting chimneys under supervision;
- (49) opening or closing coal chutes;

and it shall include, in relation to—

A. Asphalting.

- (1) applying or plastering by hand, using a brush or other means;
- (2) ramming asphalt by means of iron rammers or mechanical means;

B. Bridge-building, Excavating or Levelling Soil, Preparing sites for building or other Purposes, and Roadmaking.

- (1) operating concrete mixers or power drills;
- (2) ramming asphalt by means of iron rammers or mechanical means;

C. Demolition of Buildings.

- (1) loosening or pulling down any kind of roof tiling, corrugated iron sheets, asbestos sheeting or other roofing material;
- (2) loosening or pulling down planks, beams or other kinds of timbering;
- (3) loosening, demolishing or breaking up brick walls, concrete walls or walls composed of other materials, by means of crowbars, hammers or other tools;
- (4) sorting or tying in bundles materials obtained from demolitions;
- (5) removing nails from planks or beams;

D. Manufacture and Distribution of Gas.

- (1) emptying or filling gasometers or gas cylinders under supervision;
- (2) filling gasometers or gas cylinders with water;
- (3) unscrewing valves or heads from empty gasometers or gas cylinders;
- (4) making marks on or removing marks from gasometers or gas cylinders;
- (5) screwing pipes to or unscrewing pipes from gasometers or gas cylinders;
- (6) opening or closing filter presses or removing or changing filter cloths;

E. Malt Manufacture.

- (1) spreading or turning over barley or other kinds of grain by means of spades or shovels;

F. Opbrek van ou metaal.

- (1) enige ou metaal, masjiene, wrakke, voertuie, brûe met hamers, sae, beitels, koevoete, skroefslutels buig of opbrek, of onder toesig met blaaslamp buig of sny;
- (2) ou metaal sorteer maar nie gradeer nie;

G. Passasiersvervoer.

- (1) passasiersvoertuie uitvee, was, afstof of poleer;
- (2) brandstoftanks volmaak, oliebakke leegtap of volmaak;
- (3) batterye afhaal, volmaak of terugplaas;
- (4) domkrag of hystoestel gebruik om voertuie of vrag te hys of te laat sak;

H. Uitgrawe, uitpomp, verkoop of aflewering van sand of gruis.

- (1) sand of gruis uitpomp, was of sif;

I. Verwydering van nagvuil.

- (1) ontsmettings- of reinigingsmiddels aanwend;

J. Konstruksie van riool-, dreinerings- of stormwater-afleiskemas.

- (1) beton-, staal- of ander pype in posisie neerlê, verskuif of regplaas;

„loon”, die bedrag in geld aan 'n werknemer betaalbaar ingevolge die bepalings van klousule 3 (1) ten opsigte van sy gewone werkure soos in klousule 5 voorgeskryf, of wanneer 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié in klousule 3 (1) voorgeskryf ten opsigte van die gewone werkure, beteken dit die hoër bedrag.

(2) Vir die toepassing van hierdie Vasstelling word dit beskou dat 'n werknemer tot die klas behoort waarin hy uitsluitend of hoofsaaklik werksaam is.

3. BESOLDIGING.

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

F. Breaking Up of Scrap Metal.

- (1) bending or cutting, under supervision, by means of a blowlamp, or bending or breaking up by means of hammers, saws, chisels, crowbars or spanners any scrap-metal, machines, wrecks, vehicles or bridges;
- (2) sorting but not grading scrap metal;

G. Transportation of Passengers.

- (1) sweeping, washing, dusting or polishing passenger vehicles;
- (2) filling fuel tanks, draining or filling oil sumps;
- (3) removing, topping up or replacing batteries;
- (4) using jack or hoist to lift or lower vehicles;

H. Excavating, Pumping, Selling or Delivering of Sand or Gravel.

- (1) pumping, washing or screening sand or gravel;

I. Nightsoil Removal.

- (1) applying disinfecting or cleansing substances;

J. Construction of Sewerage, Drainage or Storm-water Drainage Schemes.

- (1) placing, moving or arranging concrete, steel or other pipes in position:

“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.

(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:—

	Vir die eerste twaalf maande van die datum van inwerking-treding van hierdie Vasstelling.			Vir die daaropvolgende twaalf maande.			Daarna.		
	In Distrik A.	In Distrik B.	In Distrik C.	In Distrik A.	In Distrik B.	In Distrik C.	In Distrik A.	In Distrik B.	In Distrik C.
	Per dag. £ s. d. 0 6 9	Per dag. £ s. d. 0 6 3	Per dag. £ s. d. 0 6 6	Per dag. £ s. d. 0 7 0	Per dag. £ s. d. 0 6 6	Per dag. £ s. d. 0 6 9	Per dag. £ s. d. 0 7 3	Per dag. £ s. d. 0 6 9	Per dag. £ s. d. 0 7 0
(a) Daaglikse werknemer.....									
	Per week. £ s. d. 2 0 0	Per week. £ s. d. 1 15 6	Per week. £ s. d. 1 16 6	Per week. £ s. d. 2 2 6	Per week. £ s. d. 1 19 6	Per week. £ s. d. 2 0 6	Per week. £ s. d. 2 5 0	Per week. £ s. d. 2 0 6	Per week. £ s. d. 2 3 0
(b) Nagwag.....									
(c) Werknemer (uitgesonderd 'n daaglikse werknemer of 'n nagwag)—									
(i) vroulik.....	1 8 0	1 4 6	1 5 3	1 10 0	1 6 6	1 8 0	1 12 0	1 8 0	1 10 6
(ii) manlik, van 18 jaar en ouer.....	1 15 0	1 10 6	1 11 6	1 17 6	1 13 0	1 15 0	2 0 0	1 15 0	1 18 0
(iii) manlik, onder 18 jaar	1 6 3	1 3 0	1 3 9	1 8 3	1 4 9	1 6 3	1 10 0	1 6 3	1 8 6

	For the first twelve months from the date of coming into operation of this Determination.			For the next succeeding twelve months.			Thereafter.		
	In District A.	In District B.	In District C.	In District A.	In District B.	In District C.	In District A.	In District B.	In District C.
	Per day. £ s. d. 0 6 9	Per day. £ s. d. 0 6 3	Per day. £ s. d. 0 6 6	Per day. £ s. d. 0 7 0	Per day. £ s. d. 0 6 6	Per day. £ s. d. 0 6 9	Per day. £ s. d. 0 7 3	Per day. £ s. d. 0 6 9	Per day. £ s. d. 0 7 0
(a) Daily employee.....									
	Per week. £ s. d. 2 0 0	Per week. £ s. d. 1 15 6	Per week. £ s. d. 1 16 6	Per week. £ s. d. 2 2 6	Per week. £ s. d. 1 19 6	Per week. £ s. d. 2 0 6	Per week. £ s. d. 2 5 0	Per week. £ s. d. 2 0 6	Per week. £ s. d. 2 3 0
(b) Night watchman.....									
(c) Employee (other than a daily employee or a night watchman)—									
(i) female.....	1 8 0	1 4 6	1 5 3	1 10 0	1 6 6	1 8 0	1 12 0	1 8 0	1 10 6
(ii) male of the age of 18 years or over.....	1 15 0	1 10 6	1 11 6	1 17 6	1 13 0	1 15 0	2 0 0	1 15 0	1 18 0
(iii) male under the age of 18 years.....	1 6 3	1 3 0	1 3 9	1 8 3	1 4 9	1 6 3	1 10 0	1 6 3	1 8 6

- (d) Ondanks enige andersluidende bepalinge in hierdie subklousule, moet die loon van 'n daaglikse werknemer, as hy as 'n nagwag in diens is, minstens die wees wat in paragraaf (a) hiervan voorgeskryf is, plus een sjieling per dag. Met dien verstande dat die uitdrukking „dag” vir die toepassing van hierdie paragraaf 'n tydperk van vier-en-twintig agtereenvolgende ure beteken, bereken van die tyd af wanneer die werknemer met sy werk begin.
- (e) Ondanks andersluidende bepalinge in hierdie klousule, wanneer 'n daaglikse werknemer op enige dag gewerk het, of beskikbaar was vir werk waarvoor hy in diens geneem is maar wat hy weens onvoorsiene omstandighede buite sy beheer nie kon verrig nie, moet sy werkgever hom minstens sy volle dagloon betaal afgesien daarvan of hy die dag agt en 'n half uur of minder gewerk het of vir die werk beskikbaar was: Met dien verstande dat as daar van hom verwag is om te werk of om beskikbaar te wees vir minder as vier uur op enige dag, sy loon vir die dag nie meer as die helfte van sy dagloon hoef te wees nie.
- (2) *Kontrakbasis.*—By die toepassing van hierdie klousule is die basis van die kontrak van 'n werknemer, uitgesonderd 'n daaglikse werknemer, weekliks, en behoudens soos bepaal in klousule 4 (5), moet 'n werknemer ten opsigte van 'n week/minstens die volle weekloon-betaal word voorgeskryf by subklousule (1) vir 'n werknemer van sy klas in die gebied waarin hy werk, hetsy hy in daardie week die maksimum aantal gewone ure in klousule 5 vir hom voorgeskryf gewerk het, of minder.
- (3) *Berekening van lone.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, is sy weekloon gedeel deur die getal dae per week wat hy gewoonlik werk.
- (b) Die maandloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, is sy weekloon vermenigvuldig deur vier en 'n derde.
- (c) Die uurloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, is sy weekloon gedeel deur die getal gewone werkbare wat hy gewoonlik in 'n week werk.
- (4) *Fietsstoelae.*—'n Werkgever wat van sy werknemer vereis om die werknemer se eie fiets te gebruik in die uitvoering van sy pligte, moet, benevens enige ander besoldiging wat aan hom verskuldig is, 'n toe-lae van minstens drie sjielings per week aan die werknemer betaal, of as die werknemer 'n daaglikse werknemer is, minstens ses pennies per dag.

4. BETALING VAN BESOLDIGING.

- (1) *Werknemers, uitgesonderd daaglikse werknemers.*—Behoudens soos bepaal in klousule 6 (4), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n daaglikse werknemer, verskuldig is, weekliks of maandeliks in kontant betaal word op die gewone betaaldag van die inrigting vir so 'n werknemer, of by diens-beëindiging as dit voor die gewone betaaldag plaasvind.
- (2) *Daaglikse werknemers.*—Die werkgever moet die besoldiging wat aan sy daaglikse werknemers verskuldig is by die voltooiing van die dag se werk in kontant betaal.
- (3) *Premies.*—Geen betaling vir werkverskaffing aan of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever gedoen of deur hom aangeneem word nie.
- (4) *Koop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.
- (5) *Aftekings.*—'n Werkgever mag nie sy werknemer boetes ople of van sy werknemer se besoldiging aftekings maak nie: Met dien verstande dat hy die volgende aftekings mag maak:—
- (a) met die skriftelike toestemming van sy werknemer 'n af-trekking vir verlof-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse;
- (b) behoudens wanneer anders in hierdie Vasstelling bepaal, as 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgever, 'n aftekening in verhouding tot die tydperk van sy afwesigheid en bereken op die basis van die loon wat so 'n werknemer daardie tyd ten opsigte van sy gewone werkbare ontvang het;
- (c) 'n aftekening van enige bedrag wat 'n werkgever kragtens enige wet of enige bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer losies of inwoning of losies en inwoning van sy werkgever aanneem, 'n aftekening van hoogstens ondergenoemde bedrae:—

	Per week.	Per maand
	s. d.	£ s. d.
(i) Losies.....	4 0	0 17 4
(ii) Inwoning.....	2 0	0 8 8
(iii) Losies en inwoning.....	6 0	1 6 0

- (e) wanneer die gewone werkbare in klousule 5 voorgeskryf, verminder word weens korttyd, 'n aftekening ten opsigte van elke uur van sodanige vermindering, van die werknemer (uitgesonderd 'n daaglikse werknemer) se loon: Met dien verstande dat sodanige aftekening nie meer mag wees as een-derde van die werknemer se weekloon nie, afgesien van die aantal ure waarmee die gewone werkbare aldus verminder word; en voorts met dien verstande dat geen aftekening gedoen mag word nie—
- (i) in die geval van korttyd wat veroorsaak word deur 'n tekort aan grondstowwe, tensy die werkgever op of voor die vorige werkdag kennis gegee het van sy voorneme om die gewone werkbare te verminder;

- (d) Notwithstanding anything to the contrary in this sub-clause, if a daily employee is employed as a night watchman his wage shall be not less than that prescribed in paragraph (a) hereof plus one shilling per day: Provided that for the purposes of this paragraph the expression “day” shall mean a period of twenty-four consecutive hours reckoned from the time the employee commences work.
- (e) Notwithstanding anything to the contrary in this clause, where on any day a daily employee has worked or stood-by for the work for which he was engaged and which work he was precluded from doing through unforeseen circumstances beyond his control, his employer shall pay him not less than his daily wage irrespective of whether he has on that day worked or so stood-by for eight and a half hours or less: Provided that if he was required to work or so stand-by for less than four hours on any day, his wage in respect of such day need not exceed half his daily wage.
- (2) *Basis of Contract.*—For the purposes of this clause the basis of contract of employment of an employee, other than a daily employee, shall be weekly, and save as provided in clause 4 (5), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class and area, whether he has in that week worked the maximum ordinary hours applicable to him in terms of clause 5 or less.
- (3) *Calculation of Wages.*—(a) The daily wage of an employee, other than a daily employee, shall be his weekly wage divided by the number of days he ordinarily works per week.
- (b) The monthly wage of an employee, other than a daily employee, shall be his weekly wage multiplied by four and a third.
- (c) The hourly wage of an employee, other than a daily employee, shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.
- (4) *Bicycle Allowance.*—An employer who requires an employee to use the employee's own bicycle in the performance of his duties shall pay such employee, in addition to any other remuneration due to him, an allowance of not less than three shillings per week, or, if the employee is a daily employee, not less than sixpence per day.

4. PAYMENT OF REMUNERATION.

- (1) *Employees, other than Daily Employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a daily employee, shall be paid weekly or monthly in cash 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.
- (2) *Daily Employees.*—An employer shall pay the remuneration due to his daily employee in cash on completion of the day's work.
- (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, place or person nominated by him.
- (5) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following—
- (a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
- (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 and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (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) whenever an employee accepts board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per week.	Per month.
	s. d.	£ s. d.
(i) Board.....	4 0	0 17 4
(ii) Lodging.....	2 0	0 8 8
(iii) Board and lodging.....	6 0	1 6 0

- (e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction of the employee's, other than a daily employee, hourly wage in respect of each hour of such reduction: Provided that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced and provided further that no deduction shall be made—
- (i) in the case of short-time arising out of shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

- (ii) in die geval van korttyd as gevolg van nat weer of 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue veroorsaak deur ongelukke of ander onvoorsiene noodtoestande, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie;
- (f) 'n aftrekking van 'n bedrag gelyk aan sy dagloon ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag, waarop die werknemer op eie versoek toegelaat word om nie te werk nie.
5. WERKURE, GEWONE EN OORTYD- EN BETALING VIR OORTYD.
- (1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag hoogstens die volgende wees—
- (a) in die geval van 'n daaglikse werknemer, agt en 'n half op enige dag, maar sodat ses-en-veertig nie in 'n week by dieselfde werknemer oorskry word nie;
- (b) in die geval van 'n werknemer wat uitsluitlik in diens is vir die verwydering van nagvuil—
- (i) twee-en-veertig in 'n week van Sondag tot en met Saterdag;
- (ii) ses in 'n tydperk van vier-en-twintig agtereenvolgende ure;
- met dien verstande dat waar dit nie van 'n werknemer vereis word om op meer as ses van sodanige tydperke van vier-en-twintig uur in 'n week te werk nie, die perk van twee-en-veertig uur in daardie week oorskry mag word deur hoogstens vier uur en die perk van ses uur in elk van sodanige vier-en-twintig agtereenvolgende uur deur hoogstens een uur en veertig minute;
- (c) in die geval van enige ander werknemer—
- (i) ses-en-veertig in 'n week van Maandag tot en met Saterdag; en
- (ii) behoudens paragraaf (i) hiervan, agt op enige dag; met dien verstande dat—
- (I) waar die werkure van 'n werknemer minder as agt op een dag in enige week, die perk van agt uur oorskry mag word deur hoogstens 'n halfuur op die orige dae van die week;
- (II) waar werk gewoonlik verrig word op hoogstens vyf dae in 'n week, die perk van agt uur per dag oorskry mag word deur hoogstens een en 'n half uur op enige sodanige dag;
- (III) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik in diens is om afval te verwyder of strate skoon te maak, die beperking van agt uur per dag met hoogstens drie uur op enige dag oorskry mag word;
- maar so dat die gewone werkure hoogstens ses-en-veertig in 'n week is.
- (2) Vir die toepassing van subklousules (1) en (4) beteken die uitdrukking „dag”—
- (a) waar skofwerk nie verrig word nie, 'n tydperk van vier-en-twintig agtereenvolgende uur wat om middernag begin;
- (b) waar skofwerk verrig word, 'n tydperk van vier-en-twintig agtereenvolgende uur bereken van die tyd af wanneer 'n werknemer sy skof begin.
- (3) *Etenspouses.*—'n Werkgewer mag nie sy werknemer, uitgesonderd 'n werknemer wat skofwerk doen aan 'n onafgebroke proses, verplig of toelaat om vir langer as vyf uur onafgebroke te werk sonder 'n etenspouse van minstens een uur nie, wanneer die werknemer nie verplig of toegelaat mag word om enige werk te doen nie, en die pouse mag nie as deel van die gewone werkure van die werknemer beskou word nie: Met dien verstande dat—
- (i) as die pouse langer is as een en 'n kwart uur, moet tyd wat langer as dit duur, beskou word as deel van die gewone werkure;
- (ii) werktye wat onderbreek word deur tussenpose van minder as een uur as aaneenlopend beskou sal word;
- (iii) 'n werkgewer met sy werknemer kan ooreenkom om die tydperk van dié etenspouse in te kort tot minstens 'n halfuur, en in dié geval kan die etenspouse aldus ingekort word;
- (iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die skoonmaak van persele of strate of voertuie wat vir passasiersvervoer gebruik word of vir die versorging van diere, indien sodanige pouse langer as drie uur is, enige tydperk wat langer as drie uur duur, beskou moet word as deel van die gewone werkure.
- (4) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousule (3) moet alle werkure van 'n werknemer op enige dag aaneenlopend wees.
- (5) *Oortyd.*—Alle tyd wat 'n werknemer bo die aantal ure soos in subklousule (1) voorgeskryf, gewerk het, moet as oortyd beskou word.
- (6) *Beperking van oortyd.*—(a) 'n Werkgewer mag nie 'n werknemer, uitgesonderd 'n daaglikse werknemer, verplig of toelaat om oortyd langer as—
- (i) twee uur op 'n dag;
- (ii) tien uur per week;

- (ii) in the case of short-time owing to wet weather or 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 at his own request is permitted not to work.

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

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

- (a) in the case of a daily employee, eight and a half on any day, but so that forty-six is not exceeded in any week with the same employer;
- (b) in the case of an employee who is engaged exclusively in the removal of nightsoil—

(i) forty-two in any week from Sunday to Saturday, inclusive;

(ii) six in any period of twenty-four consecutive hours: Provided that where such an employee is not required to work on more than six such periods of twenty-four hours in any week, the limit of forty-two hours may in that week be exceeded by not more than four hours and the limit of six hours in each such twenty-four consecutive hours by not more than one hour and forty minutes;

(c) in the case of any other employee—

(i) forty-six in any week from Monday to Saturday, inclusive; and

(ii) subject to paragraph (i) hereof, eight on any day: Provided that—

(I) where the hours of work of an employee are less than eight on one day in any week, the limit of eight hours may be exceeded by not more than half an hour on the remaining days of the week;

(II) where work is normally performed on not more than five days in any week, the limit of eight hours a day may be exceeded by not more than one and a half hours on any such day;

(III) in the case of an employee who is wholly or mainly engaged in the removal of refuse or in the cleaning of streets, the limit of eight hours a day may be exceeded by not more than three hours on any day,

but so that the ordinary hours of work do not exceed forty-six in any week.

(2) For the purposes of sub-clauses (1) and (4) the expression “day” means—

(a) where shift work is not performed, a period of twenty-four consecutive hours commencing at midnight;

(b) Where shift work is performed, a period of twenty-four consecutive hours calculated from the time an employee commences his shift.

(3) *Meal Intervals.*—An employer shall not require or permit his employee, other than an employee working shift work on a continuous process, 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 of the employee: Provided that—

(i) if such interval be longer than one and a quarter hours, any time in excess thereof shall be deemed to form part of the ordinary hours of work;

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

(iii) an employer may agree with his employee to reduce the period of such meal interval to not less than half-an-hour and in that event the meal interval may be so reduced;

(iv) in the case of an employee who is wholly or mainly engaged in cleaning premises or streets or vehicles used for the transportation of passengers or tending to animals, if such interval be longer than three hours any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

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

(5) *Overtime.*—All time worked in excess of the maximum number of ordinary hours of work prescribed in sub-clause (1) shall be deemed to be overtime.

(6) *Limitation of Overtime.*—(a) An employer shall not require or permit an employee other than a daily employee, to work overtime for more than—

(i) two hours on any day;

(ii) ten hours in any week;

te werk nie: Met dien verstande dat by die toepassing van hierdie weeklikse beperking, die eerste twee uur wat meer is as 46 in 'n week wat deur 'n werknemer gewerk word wat op skofwerk op 'n onafgebroke proses in diens is, nie in ag geneem moet word nie.

(b) 'n Werkgewer mag nie sy daaglikse werknemer verplig of toelaat om vir langer as twee uur op 'n dag oortyd te werk nie.

(7) *Vroulike werknemers.*—'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om—

- tussen 6 nm. en 6 vm.;
- op meer as vyf dae in enige week na eenuur nm.;
- op enige dag meer as twee uur oortyd; uitgesonderd dat 'n werknemer wat vyf dae per week werk hoogstens vier uur oortyd op 'n Saterdag mag werk;
- op meer as drie agtereenvolgende dae in 'n week oortyd;
- op meer as sestig dae in enige jaar oortyd;
- op enige dag na voltooiing van haar gewone werkure meer as een uur oortyd;

te werk nie, tensy hy—

- sodanige werknemer voor twaalfuur middag op daardie dag daarvan in kennis gestel het;
- aan sodanige werknemer betyds 'n voldoende ete verskaf het sodat sy dit kan nuttig voordat met sulke oortyd begin moet word; of
- aan sodanige werknemer minstens twee sjelings en ses pennies betyds betaal het om 'n ete te kan verkry en nuttig voordat die oortyd begin.

(8) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer wat oortyd werk, betaal teen 'n skaal van minstens—

- in die geval van 'n werknemer, uitgesonderd 'n daaglikse werknemer, een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur oortyd altesaam op enige dae in enige week gewerk;
- in die geval van 'n daaglikse werknemer, een 'n derde maal sy dagloon gedeeltes deur agt en 'n half ten opsigte van elke uur of gedeelte van 'n uur aldus op enige dag gewerk.

Met dien verstande dat vir die toepassing van hierdie subklousule daar geag word dat die uitdrukking „loon” die werknemer se loon plus sy lewenskostietoelae beteken.

(9) *Voorbehoudsbepalings.*—(a) Die bepalinge van die klousule is nie op 'n nagwag van toepassing nie.

(b) Die bepalinge van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(c) Die bepalinge van subklousule (3) is nie van toepassing op 'n werknemer wat uitsluitlik in diens is vir die verwydering van nagvuil nie.

(d) Die bepalinge van subklousule (3), (4), (6) en (7) is nie van toepassing op 'n vroulike werknemer wat in 'n hospitaal of 'n kliniek in diens is nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n daaglikse werknemer, ten opsigte van elke voltooid tydspek van twaalf maande diens by hom die volgende toestaan:—

- In die geval van 'n nagwag, een-en-twintig opeenvolgende kalenderdae verlof,
- in die geval van alle ander werknemers, veertien opeenvolgende kalenderdae verlof,

en moet hy aan sodanige werknemer die volgende betaal:—

- In die geval van 'n werknemer in paragraaf (a) genoem, 'n bedrag van minstens driemaal die weekloon waarop hy geregtig was op die eerste dag van die verlof; en
- in die geval van 'n werknemer in (b) genoem, 'n bedrag van minstens dubbel die weekloon waarop hy geregtig was op die eerste dag van die verlof;

met dien verstande dat by die toepassing van hierdie klousule, die weekloon van 'n werknemer wat op 'n basis werk waarvoor voorsiening gemaak word in klousule 9, bereken moet word op die basis uiteengesit in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- as sulke verlof nie eerder toegestaan is nie, dit behoudens soos bepaal in subklousule (3), so toegestaan moet word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het, of, as die werkgewer en sy werknemer daarvoor ooreengekom het, kan die tydperk waarin die verlof toegestaan moet word, verleng word tot 'n tydperk van hoogstens ses maande gereken vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;
- die tydperk van verlof nie met siekteverlof ingevolge klousule 7 toegestaan, mag saamval nie;
- as Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, ter vervanging van elke sodanige dag nog 'n dag by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof, en die werknemer moet 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige bykomende dag betaal word;

Provided that, in the application of this weekly limitation, the first two hours in excess of forty-six in any week worked by an employee employed on shift work on a continuous process shall be disregarded.

(b) An employer shall not require or permit his daily employee to work overtime for more than two hours on any day.

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

- between 6 o'clock p.m. and 6 o'clock a.m.;
- after 1 o'clock p.m. on more than five days a week;
- overtime for more than two hours on any day, except that an employee who works a five-day week may work not more than four hours' overtime on a Saturday;
- overtime on more than three consecutive days in any week;
- overtime on more than sixty days in any year;
- 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.

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

- in the case of an employee, other than a daily employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime so worked on any days in any week;
- in the case of a daily employee, one and one-third times his daily wage divided by eight and a half 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.

(9) *Savings.*—(a) The provisions of his clause shall not apply to a night watchman.

(b) The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of sub-clause (3) shall not apply to an employee who is engaged exclusively on the removal of night-soil.

(d) The provisions of sub-clauses (3), (4), (6) and (7) shall not apply to a female employed in a hospital or clinic.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a daily employee, in respect of each completed period of twelve months' employment with him—

- in the case of a night watchman, twenty-one consecutive calendar days' leave,
- in the case of every other employee fourteen consecutive calendar days' leave,

and shall pay such employee in respect of such leave—

- in the case of an employee mentioned in paragraph (a), an amount of not less than three times the weekly wage to which he was entitled as from the first day of the leave;
- in the case of an employee mentioned in paragraph (b), an amount of not less than double the weekly wage to which he was entitled as from the first day of the leave;

Provided that for the purpose of this clause the weekly wage of any employee who is employed on any basis provided for in clause 9 shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

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

- if such leave had not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates, or if the employer and his employee have agreed thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;
- the period of leave shall not be concurrent with sick leave granted in terms of clause 7;

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

- (iv) 'n werkgewer enige dae geleentheidsverlof met volle betaling, wat op die skriftelike versoek van sy werknemer gedurende die twaalf maande diens waarop die tydperk van jaarlikse verlof betrekking het, aan sy werknemer toegestaan is, van sodanige verloftydperk mag aftrek.
- (3) (a) Op versoek van die werknemer kan 'n werkgewer sy werknemer toelaat om die jaarlikse verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens te laat oploop.
- (b) Die bepalings van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule genoem.
- (4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, gelees met subklousule (3), moet voor of op die laaste werkdag voor die aanvang van die verlof betaal word.
- (5) 'n Werknemer wie se dienskontrak beëindig word gedurende 'n diens tydperk van 12 maande voordat die tydperk van verlof, voorgeskryf in subklousule (1) ten opsigte van daardie tydperk, opgeloopt het, moet by sodanige beëindiging, en benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand diens minstens die volgende betaal word:—
- (a) In die geval van 'n werknemer genoem in paragraaf (a) van subklousule (1), een-kwart van die weekloon;
- (b) in die geval van 'n werknemer genoem in paragraaf (b) van subklousule (1), een-sesde van die weekloon,
- wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat 'n werkgewer 'n eweredige aftrekking mag maak ten opsigte van enige verloftydperk aan 'n werknemer toegestaan ingevolge die vierde voorbehoudsbepaling van subklousule (2), en voorts met dien verstande dat 'n werknemer—
- (i) wat sy diens verlaat sonder om die kennis te gee en die diensopseggingstyd uit te dien wat in klousule 13 voorgeskryf word, tensy die werkgewer van sodanige opseggingstyd afgesien het; of
- (ii) wat sy diens verlaat sonder rede wat by wet as voldoende beskou word; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om enige rede wat by wet as voldoende vir sodanige ontslag sonder kennisgewing erken word,
- nie op enige betaling kragtens hierdie subklousule geregtig is nie.
- (6) 'n Werknemer wat op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof aan hom toegestaan was op die datum van beëindiging.
- (7) Vir die toepassing van hierdie klousule, word daar geag dat die uitdrukking „diens” 'n tydperk insluit waarin die werkgewer ingevolge die bepalings van subklousule (1) van klousule 12 'n uitbetaling aan die werknemer doen in plaas van hom kennis te gee en ook enige tydperk of tydperke waarin die werknemer—
- (a) met verlof kragtens hierdie klousule afwesig is;
- (b) met siekteverlof kragtens klousule 7 afwesig is;
- (c) op las of op versoek van sy werkgewer van die werk afwesig is;
- wat in enige jaar hoogstens altesaam tien weke beloop ten opsigte van gevalle (a), (b) en (c), en daar word geag dat diens soos volg begin—
- (i) in die geval van 'n werknemer wat, voor hierdie Vasstelling van krag geword het, op verlof kragtens enige wet geregtig geword het, op die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Vasstelling en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie op verlof daarkragtens geregtig geword het nie, op die datum, waarop sodanige diens begin is;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer in sy werkgewer se diens getree het of die datum waarop hierdie Vasstelling van krag word, na gelang van die jongste.
- (8) (a) Ondanks enige andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doeleindes van jaarlikse verlof, ten eniger tyd, maar hoogstens een keer gedurende enige tydperk van twaalf maande sy bedryfsinrigting sluit vir veertien opeenvolgende kalenderdae plus enige bykomende dae wat bygevoeg moet word ingevolge die derde voorbehoudsbepaling van subklousule (2).
- (b) 'n Werknemer wat ten tye van die sluitingsdatum van 'n bedryfsinrigting ingevolge 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 werkgewer betaal word op die basis in subklousule (5) uiteengesit, en vir jaarlikse verlofdoeleindes daarna, sal daar geag word dat sy diens begin het op die datum van die sluiting van die inrigting.
- (c) Vir die toepassing van hierdie subklousule, beteken die uitdrukking „inrigting” enige persele in of in verband waarmee een of meer werknemers in diens is in enige afdeling of seksie.

- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.
- (3) (a) At the request of an employee, an employer may permit the annual leave to accumulate over a period of not more than twenty-four months of employment.
- (b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.
- (4) *Leave remuneration*.—The remuneration in respect of the annual leave prescribed in sub-clause (1), read with sub-clause (3), 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' employment 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 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 further that an employee—
- (i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice; or
- (ii) who leaves his employment without 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 by 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 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 any period or periods during which an employee is—
- (a) absent on leave in terms of this clause;
- (b) absent on sick leave in terms of clause 7;
- (c) absent on the instructions or at the request of his employer;
- amounting in the aggregate in respect of items (a), (b) and (c) to not more than ten weeks in any year and employment shall be deemed to commence—
- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Determination and to whom any law providing for leave applied but who had not become entitled to a period of 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 from the date of coming into force of this Determination, whichever is the later.
- (8) (a) Notwithstanding anything to the contrary in this clause, an employer may for the purposes of annual leave at any time, but not more than once in any period of 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.
- (c) For the purposes of this sub-clause, the expression “establishment” means any premises in or in connection with which one or more employees are employed in any department or section.

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

7. SIEKTEVERLOF.

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

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

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

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie geregtig is op siekteverlof met volle betaling teen 'n skaal van, in die geval van 'n werknemer wat 'n vyfdagweek werk, meer as een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en in die geval van elke ander werknemer, een werkdag ten opsigte van elke voltooide maand diens nie;
- (ii) dat dié klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes maak van minstens net soveel as dié deur die werknemer gedoen aan enige fonds of organisasie deur die werknemer benoem, nl. 'n fonds of organisasie wat aan die werknemer in die geval van sy ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, na gelang van die geval, in elke kringloop van vier-en-twintig maande diens, met die uitsondering dat gedurende die eerste vier-en-twintig maande waarin bydraes deur die werknemer betaal word, die gewaarborgde skaal nie die oploopskaal, soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule, hoef te oorskry nie;
- (iii) dat, wanneer 'n werkgewer ingevolge enige wet verplig is om geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en hy d'ê geld betaal, die bedrag aldus betaal, van die verskuldigde betaling ten opsigte van afwesigheid weens ongeskiktheid kragtigens hierdie klousule afgetrek mag word;
- (iv) dat, indien 'n werkgewer ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, by enige ander wet verplig word om 'n werknemer se volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie;
- (v) dat die loon, betaalbaar aan 'n werknemer wat stukwerk doen, vir enige tydperk van afwesigheid weens siekteverlof kragtigens hierdie klousule, bereken moet word op die basis van die besoldiging wat aan sodanige werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) 'n Werkgewer mag, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag geëis kragtigens hierdie klousule deur 'n werknemer ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as drie opeenvolgende kalenderdae, van die werknemer vereis dat hy 'n sertifikaat, geteken deur 'n mediese praktisin aan hom voorlê wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van agt opeenvolgende weke by twee of meer geleenthede vir tydperke van drie of minder opeenvolgende kalenderdae betaling kragtigens hierdie klousule geëis het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die eersvolgende agt weke, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag deur die werknemer kragtigens hierdie klousule geëis, van die werknemer mag vereis dat hy so 'n sertifikaat voorlê, ongeag die duur van sodanige afwesigheid.

(3) Wanneer 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid afwesig is vir 'n tydperk langer as die siekteverlof wat ten tye van sodanige ongeskiktheid reeds opgeloop het, is hy geregtig op betaling slegs ten opsigte van sodanige opgeloopte siekteverlof; maar sy werkgewer moet, as hy dit nie alreeds gedoen het nie, by die verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige bykomende tydperk van afwesigheid weens ongeskiktheid betaal namate die siekteverlof wat by sodanige verstryking of beëindiging opgeloop het, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule word daar geag dat die woord—

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

- (a) met verlof ingevolge klousule 6;
- (b) op bevel of op versoek van sy werkgewer;
- (c) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens tien weke kan beloop en enige diens tydperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum waarop hierdie Vastelling in werking tree, moet by die toepassing van hier-

(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 daily 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 actual set out in the first proviso of 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 a certificate, irrespective of the duration of such absence.

(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),

amounting in the aggregate in any year to not more than ten weeks and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination

die klousule beskou word as diens kragtens hierdie Vastelling; en daar word geag dat enige siekteverlof met volle besoldiging wat gedurende die tydperk aan die werknemer toegestaan is, kragtens hierdie Vastelling toegestaan is;

„ongeskiktheid” beteken onvermoë om te werk weens enige siekte of besering, uitgesonderd dié wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat daar geag moet word dat enige onvermoë om te werk wat veroorsaak is deur ’n ongeluk vergoedbaar kragtens die Ongevallewet, 1941, ’n ongeskiktheid is slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling kragtens dié wet betaalbaar is nie.

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

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalings van klousule 4 (5) moet die werkgewer aan ’n werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin hierdie dag voorkom.

(2) Wanneer ’n werkgewer ’n werknemer verplig of toelaat om op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag te werk, moet hy, behoudens soos bepaal in klousule 4 (5) aan die werknemer vir die week waarin sodanige dag voorkom, minstens sy weekloon betaal plus sy uurloon vir elke uur of gedeelte van ’n uur wat die werknemer op so ’n dag gewerk het: Met dien verstande dat waar die werknemer verplig is of toegelaat word om vir minder as vier uur op so ’n dag te werk, daar geag moet word dat hy vir vier uur gewerk het.

(3) Vergoeding vir werk op ’n Sondag.—Wanneer ’n werknemer op ’n Sondag werk, moet sy werkgewer aan hom of—

(i) dubbel sy dagloon, of

(ii) een en een-derde maal sy uurloon vir elke uur of gedeelte van ’n uur wat hy op die Sondag gewerk het, betaal en aan hom binne veertien dae van sodanige Sondag af een dag verlof toestaan en aan hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat wanneer sodanige werknemer verplig of toegelaat word om vir minder as vier uur op dié Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Subklousule (3) is nie van toepassing nie op ’n werknemer wat in of in verband met persele werk wat nie ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941 as ’n fabriek geregistreer is of geregistreer moet word nie, en wat, uit die aard van sy werk, gereeld op Sondae dwarsdeur die jaar of gedurende ’n seisoen moet werk; maar die werkgewer van so ’n werknemer moet aan elke sodanige werknemer binne sewe dae vanaf so ’n Sondag waarop hy gewerk het, een dag se verlof toestaan en, behoudens die bepalings van klousule 4 (5), moet hy ten opsigte van enige week waarin sodanige dag se verlof val, aan so ’n werknemer minstens sy weekloon betaal.

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

(6) Hierdie klousule is nie van toepassing op ’n daaglikse werknemer of ’n nagwag nie.

9. STUKWERK.

(1) ’n Werkgewer kan na minstens een week kennisgewing aan sy werknemer, enige stukwerkstelsel invoer en, behoudens soos bepaal in klousule 4 (5), moet die werkgewer aan sodanige werknemer wat vir enige tydperk op die stukwerkstelsel in diens is, besoldiging betaal teen die skaal wat ooreenkomstig sodanige stelsel geld; met dien verstande dat, afgesien van die hoeveelheid of omvang van die werk wat gedoen is, die werkgewer aan sodanige werknemer minstens die volgende moet betaal:—

(a) In die geval van ’n werknemer, uitgesonderd, ’n daaglikse werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy aan hom vir dié week sou moes betaal het as besoldiging geskied het op die basis van die tyd wat hy gewerk het;

(b) in die geval van ’n daaglikse werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy aan hom vir dié dag sou moes betaal het as besoldiging geskied het op die basis van die tyd wat hy gewerk het;

plus vyf persent.

(2) ’n Werkgewer moet op ’n opvallende plek in sy bedryfsinrigting ’n afskrif van die skaal in subklousule (1) genoem, opgeplak hou.

(3) ’n Werkgewer wat van voorneme is om enige stukwerkstelsel wat in werking is, of die skaal wat daarkragtens van toepassing is, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een maand kennis van sy voorneme gee; met dien verstande dat ’n werkgewer en sy werknemer oor ’n langer tydperk van kennisgewing kan ooreenkom, en die tydperk van kennisgewing moet dan minstens dié wees waarvoor aldus ooreengekom is.

(4) Ondanks andersluidende bepalings in hierdie klousule, hoef ’n werkgewer nie kennis van sy voorneme om ’n stukwerkstelsel toe te pas, te wysig of te kanselleer aan ’n daaglikse werknemer te gee nie.

10. TYDWERKSTELSEL.

Niks in hierdie Vastelling mag so vertolk word dat dit die werkgewer verhoed om met sy werknemer ’n ooreenkoms aan te gaan dat die werknemer van diens kan gaan as hy ’n aangewese taak voltooi het binne die daaglikse gewone werkure wat vir dié werknemer voorgeskryf is nie.

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) Subject to the provisions of clause 4 (5), if an employee does not work on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which any such day falls not less than his weekly wage.

(2) Whenever an employer requires or permits an employee to work on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day he shall, save as provided in clause 4 (5), pay such employee for the week in which such day falls not less than his weekly wage plus his hourly wage for each hour or part of an hour worked by the employee on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

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

(i) pay him double his daily wage, or

(ii) pay him one-and-a-third times his hourly wage for each hour or part of an hour worked by him on such Sunday, and grant him within fourteen days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) Sub-clause (3) shall not apply to an employee who works in or in connection with any premises not registered or liable for registration as a factory in terms of the Factories, Machinery and Building Work Act, 1941, and who, from the nature of his work, regularly has to work on Sundays throughout the year or during a season; but the employer of such an employee shall grant such an employee within seven days of such a Sunday on which he works one day's leave and subject to the provisions of clause 4 (5), shall pay such employee in respect of any week in which such day's leave falls not less than his weekly wage.

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

(6) This clause shall not apply to a daily employee or a night 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 (5), the employer shall pay 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 of output of work done, the employer shall pay such employee not less than—

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

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) 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.

(4) Notwithstanding anything to the contrary in this clause, an employer need not give a daily employee notice of his intention to apply any piece-work system or to amend or cancel it.

10. TIME WORK SYSTEM.

Nothing in this Determination shall be so construed as to preclude an employer from agreeing with his employee that the employee may go off duty upon the completion by him of an allotted task within the daily ordinary hours of work prescribed for such employee.

11. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) Wanneer 'n werknemer in die loop van sy werk aan nat prosesse, hitte of enige giftige, byt- of ander skadelike stof blootgestel kan word wat moontlik besering of siekte aan die werknemer of skade aan sy kleren kan veroorsaak, moet sy werkgever hom kosteloos van die beskermende kleren, oorpakke, skermbrille, handskoene, skoeisel en self voorsien wat nodig is om die werknemer genoegsaam teen die blootstelling te beskerm, en moet hy hierdie artikels kosteloos in 'n diensbare toestand hou en hierdie artikels bly die eiendom van die werkgever.

(2) 'n Werkgever moet enige uniform, oorpak, wasjas, voorskoot, pet, stewels of beskermende kleren wat hy sy werknemer verplig om te dra of wat hy by wet of regulasie verplig is om te voorsien, kosteloos verskaf en in 'n diensbare toestand hou, en hierdie artikels bly die eiendom van die werkgever.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste twee weke diens, vier-en-twintig uur;
- (b) na die eerste twee weke diens, een week;

kennis gee van sy voorneme om die kontrak te beëindig, of 'n werkgever of werknemer mag die kontrak sonder kennisgewing beëindig deur die werknemer die volgende te betaal of die werknemer mag dit beëindig deur die volgende aan die werkgever te verbeur, na gelang van die geval, in plaas van die kennisgewing minstens—

- (i) in die geval van vier-en-twintig uur kennisgewing, die dagloon wat die werknemer ontvang op die datum van die beëindiging;
- (ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ontvang op die datum van die beëindiging;

Met dien verstande dat dit geen inbreuk mag maak nie—

- (i) op die werkgever of werknemer se reg om die kontrak sonder kennisgewing te beëindig om enige rede wat by wet as genoegsaam erken word;
- (ii) op enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir beide partye en vir langer as wat in hierdie klousule voorgeskryf word;
- (iii) die toepassing van enige verbeurings of boetes wat by wet toegepas kan word ingeval 'n werknemer dros;

Voorts met dien verstande dat waar die loon van 'n werknemer op die datum van beëindiging verminder word deur aftrekkings ten opsigte van korttyd daar geag word dat die uitdrukking „wat die werknemer ontvang op die datum van die beëindiging”, beskou word dat dit beteken „sou ontvang het op die datum van beëindiging as geen aftrekkings ten opsigte van korttyd gedoen is nie” vir die doel van die werkgever wat die werknemer in plaas van kennisgewing moet uitbetaal.

(2) As 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoudbepaling by subklousule (1) gesluit is, is die betaling of verbeuring in plaas van kennisgewing ooreenkomstig die tydperk van kennisgewing waarvoor ooreengekom is.

(3) Die kennis wat in subklousule (1) voorgeskryf is, moet vir so 'n werknemer voor of op die gewone betaaldag van die inrigting gegee word, en tree in werking vanaf die dag na die betaaldag: Met dien verstande dat—

- (i) die tydperk van kennisgewing nie mag saamval met 'n werknemer se afwesigheid op verlof wat ingevolge die bepalings van klousule 6 toegestaan is nie, en ook nie dan gegee mag word nie;
- (ii) kennis nie gegee mag word terwyl 'n werknemer afwesig is op siekteverlof wat toegestaan is ingevolge die bepalings van klousule 7 nie; en
- (iii) dat waar slegs vier-en-twintig uur kennisgewing nodig is, die kennis gegee kan word op enige werkdag.

(4) Vir die toepassing van hierdie klousule beteken „loon” die werknemer se loon plus sy lewenskostetoelae.

13. VERBOD OP INDIENSNEMING.

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

No. 1148.] [24 Julie 1959.
WET OP FABRIEKE MASJINERIE EN BOUWERK,
1941.

ONGESKOOLDE ARBEID.—WITWATERSRAND EN
PRETORIA (PLAASLIKE BESTURE).

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Vasstelling vir Ongeskoolde Arbeid, bekendgemaak by Goewermentskennisgewing No. 1147 van 24 Julie 1959, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

11. PROTECTIVE CLOTHING, UNIFORM OR OVERALLS.

(1) Whenever an employee, in the course of his employment, is exposed to wet processes, to heat or to any poisonous, corrosive or other injurious substance liable to cause injury or disease to the employee or damage to his clothing, his employer shall provide him free of charge with such protective clothing, overalls, goggles, gloves, footwear and ointment as may be necessary adequately to protect the employee against such exposure and shall, free of charge, maintain such articles in serviceable condition and any such article shall remain the property of the employer.

(2) An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall, washing coat, apron, cap, boots or protective clothing, which he requires his employee to wear or which by any law or regulation he is compelled to provide to his employee and any such article shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first two weeks of employment, twenty-four hours;
- (b) after the first two weeks of employment, one week's;

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

- (i) in the case of twenty-four hours' notice, the daily wage which the employee is receiving at the date of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than prescribed in this clause;
- (iii) the operation of any forfeitures 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, for the purposes of an employer paying an employee in lieu of notice, be deemed to mean “would have received at the date of such termination if no deductions had been made in respect of short-time”.

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

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

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7; and
- (iii) that where only twenty-four hours' notice is required to be given such notice may be given on any work day.

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

13. PROHIBITION OF EMPLOYMENT.

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

No. 1148.] [24 July 1959.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

UNSKILLED LABOUR.—WITWATERSRAND AND
PRETORIA (LOCAL AUTHORITIES).

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Determination for Unskilled Labour published under Government Notice No. 1147 of the 24th July, 1959, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

No. 1149.]

[24 Julie 1959.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 187.

ONGESKOOLDE ARBEID.—WITWATERSRAND EN
PRETORIA.

In opdrag van die Minister van Arbeid word hierby, ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn, ten opsigte van ongeskoolde arbeid gemaak het en die 17de dag van Augustus 1959 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers wat ongeskoolde werk verrig in enige van die landdrosdistrikte van Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kemptonpark, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark en Vereeniging in engeen van die volgende bedrywe—

- (1) asfaltering (nie boubedryf nie);
- (2) bierbrou;
- (3) brughou;
- (4) mark- en kommissieagentskappe;
- (5) sloping van geboue;
- (6) distillering;
- (7) uitgrawe of gelykmaak van grond;
- (8) kunsmisvervaardiging;
- (9) ghriesvervaardiging;
- (10) vervaardiging of verspreiding van gas;
- (11) moutvervaardiging;
- (12) vleis (groothandel);
- (13) voorbereiding van terreine vir bou- of ander doeleindes;
- (14) padmaak;
- (15) suiwering, maal en verpakking van sout;
- (16) opbreek van ou metaal;
- (17) skeepagentskappe;
- (18) passasiersvervoer;
- (19) handel in wol, huide, velle of angorahaar;
- (20) verhuur van kantore;
- (21) raffineer of skoonmaak van olie;
- (22) geboue skoonmaak (met inbegrip van vensters);
- (23) vervaardiging of herstel van gooiing- of jutesakke;
- (24) aflewerings- en bodedienste (uitgesonderd aflewering met motoraangedrewe voertuie);
- (25) uitgrawe, uitpomp, verkoop of aflewering van sand of gruis;
- (26) herwinning van afvalpapier;
- (27) goederevervoer;
- (28) verwydering van nagvuil;
- (29) konstruksie van riool-, dreinerings- of stormwaterafleiskemas;
- (30) vervaardiging of verspreiding van roomys;

en op die werkgewers van sodanige werknemers: Met dien verstande dat dit nie op die volgende werknemers in die volgende werksaamhede van toepassing is nie:—

- (i) In die afdeling van die bedryf wat gaan oor handel in wol, huide, velle of angorahaar ten opsigte waarvan die lisensie in Item II (Algemene Handelaar) van Deel I van die Tweede Bylae van die Licenties Konsolidatie Wet, 1925, genoem, uitgeneem moet word nie; of
- (ii) in die groothandelsbedryf in engeen van die landdrosdistrikte Vanderbijlpark en Vereeniging; of
- (iii) in die bedryf vir die vervoer van goedere of in die bierbroubedryf in enige ander gebied as engeen van die landdrosdistrikte van Kemptonpark, Nigel, Pretoria en Vanderbijlpark; of
- (iv) in die vervaardiging van bemestingstowwe op die plase Klipfontein No. 10, Modderfontein No. 13 en Zuurfontein No. 14 in die landdrosdistrik Kempton Park.

2. WOORDOMSKRYWINGS.

(1) Tensy die bedoeling anders blyk, het enige uitdrukking wat in hierdie Vasstelling gebesig word en in die Loonwet, 1957, omskryf is, dieselfde betekenis as in daardie Wet, en tensy dit strydig is met die samehang, beteken—

„onafgebroke proses”, ’n bedrywigheid wat ingevolge die bepalings van paragraaf (a) van subartikel (1) van artikel *negenentien* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, bepaal is as ’n bedrywigheid waarin onafgebroke werk deur middel van drie skofte per dag nodig is;

„lewenskostoelae”, ’n toelae voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos gewysig, en soos vertolk ingevolge die bepalings van artikel *twee* van die Wet op die Voortsetting van Oorlogsmaatreëls, 1948, en paragraaf (b)

No. 1149.]

[24 July 1959.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 187.

UNSKILLED LABOUR.—WITWATERSRAND AND
PRETORIA.

By direction of the Minister of Labour it is hereby notified, in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of unskilled labour and has fixed the 17th day of August, 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 employees performing unskilled labour in any of the magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Pretoria, Randfontein, Roodepoort, Springs, Vanderbijlpark and Vereeniging in any of the undermentioned trades—

- (1) Asphalting (non-building industry);
- (2) brewing;
- (3) bridge-building;
- (4) market and commission agencies;
- (5) demolition of buildings;
- (6) distilling;
- (7) excavating or levelling soil;
- (8) fertiliser manufacture;
- (9) grease manufacture;
- (10) manufacture or distribution of gas;
- (11) malt manufacture;
- (12) meat trade (wholesale);
- (13) preparing sites for building or other purposes;
- (14) roadmaking;
- (15) purifying, grinding and packing of salt;
- (16) breaking up of scrap metal;
- (17) shipping agencies;
- (18) transportation of passengers;
- (19) dealing in wool, hides, skins or mohair;
- (20) letting of offices;
- (21) refining or cleaning of oil;
- (22) cleaning of buildings (including windows);
- (23) manufacturing or mending hessian or jute bags;
- (24) delivering and messenger services (except delivery by means of motor-propelled vehicles);
- (25) excavating, pumping, selling or delivering of sand or gravel;
- (26) waste paper recovery;
- (27) transportation of goods;
- (28) night-soil removal;
- (29) construction of sewerage, drainage or storm-water drainage schemes; and
- (30) ice-cream manufacture or distribution;

and to the employers of such employees: Provided that it shall not apply to employees employed—

- (i) in that section of the trade of dealing in wool, hides, skins or mohair in respect of which the licence referred to in Item II (General Dealer) of Part I of the Second Schedule of the Licences Consolidation Act, 1925, is required be taken out; or
- (ii) in the wholesale meat trade in either of the magisterial districts of Vanderbijlpark and Vereeniging; or
- (iii) in the transportation of goods trade or the brewing trade in any area other than in any of the magisterial districts of Kempton Park, Nigel, Pretoria and Vanderbijlpark; or
- (iv) in the manufacture of fertiliser on the farms Klipfontein No. 10, Modderfontein No. 13 and Zuurfontein No. 14 in the magisterial district of Kempton Park.

2. DEFINITIONS.

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

“continuous process” means any activity which in terms of paragraph (a) of sub-section (1) of section *nineteen* of the Factories, Machinery and Building Work Act, 1941, has been declared to be an activity in which continuous working by means of three shifts per day is necessary;

“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

van artikel twee van die Wet op die Voortsetting van Oorlogsmaatreëls, 1950, of, waar die werkgewer 'n werknemer gereeld 'n hoër lewenskostetoelae betaal as wat aldus voorgeskryf is, beteken dit die hoër toelae;

„daaglikse werknemer”, 'n werknemer wat per dag in diens is;

„noodwerk”—

- (a) werk wat sonder versuim gedoen moet word as gevolg van onvoorsiene oorsake soos brand, storm, ongeluk, geweldpleging, epidemie of diefstal;
- (b) werk wat nodig is vir die instandhouding van lig-, krag-, water-, telefoon-, openbare gesondheids-, sanitêre-, skoonmaak- of lughawedienste of vir die lewering van goedere aan hospitale of die polisie of militêre magte;
- (c) werk wat noodsaaklik is as gevolg van 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue veroorsaak deur 'n ongeluk of ander onvoorsiene nood-geval;
- (d) werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie; of
- (e) die werk van of verbonde aan op- of aflaai van trokke of voertuie wat aan die Suid-Afrikaanse Spoorweë en Hawens behoort;

„inrigting”, persele waarin of in verband waarmee een of meer werknemers in diens is in een of meer van die bedrywe wat in klousule 1 genoem word;

„wet”, ook die gemene reg;

„nagweg”, 'n werknemer wat in diens is om in die nag of op Sondae of openbare vakansiedae eiendom te bewaak;

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

„korttyd”, 'n tydelike vermindering in die getal gewone werke-ure as gevolg van nat weer, 'n handelslapse, of '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 ander onvoorsiene noodgeval;

„ongeskoolde arbeid”, sonder beperking van die gewone betekenis van die uitdrukking hoegenaamd, met betrekking tot—

A. Asfaltering (nie boubedryf nie).

- (1) Met die hand deur middel van 'n kwas, borsel of ander middel aansmeer, toedien of pleister.
- (2) 'n Handpomp bedien.
- (3) Asfalt met ysterstampers of meganiese middele vasstamp.

B. Bierbrou.

- (1) Prosewate, tenks of ander houers met die hand voer of daarvan uittap of uitneem.
- (2) Graan met grawe of skopgrawe omkeer.
- (3) Bottels in halfoutomatiese biervul- of kroonkurkmasjiene of in outomatiese wasmasjiene plaas of daaruit haal.
- (4) Steenkool in bunkers laai.
- (5) Rubberslange of rubberpype onder toesig uitlê of aansluit.

C. Brugbou, uitgrawe of gelykmaak van grond, voorbereiding van terreine vir bou- of ander doeleindes en padmaak.

- (1) Steiers onder toesig oprig.
- (2) Betonmengers of kragbore bedien.
- (3) Asfalt met ysterstampers of meganiese middele vasstamp.

D. Mark- en kommissiedigenskappe.

- (1) Groente, vrugte, pluimvee, blomme of ander plaasprodukte sorteer, verpak of uitstal.

E. Sloping van geboue.

- (1) Enige soort dakteëls, sinkplate, asbesplate of ander dakmateriaal losmaak of afbreek.
- (2) Planke, balke of ander soorte timmerhout losmaak of afbreek.
- (3) Baksteenmure, betonmure of mure van ander materiaal met koevoete, hamers of ander gereedskap losmaak, afbreek of opbreek.
- (4) Afgebreekte materiaal sorteer of in bondels bind.
- (5) Spykers uit planke of distillerer.

F. Distillering.

- (1) Afvalprodukte oopsprei, bymekaarmaak of in vate, kanne, sakke of ander houers gooi.
- (2) Bestanddele in vate of panne roer.
- (3) Sny- meng- of persmasjiene met vrugte of ander grondstowwe voer.
- (4) Etikette met 'n handmasjien perforeer.

G. Kunsmisvervaardiging.

- (1) Masjiene voer of daarvan afneem, tenks of vate voer of daaruit aftap.
- (2) Afvalprodukte sorteer.
- (3) Kunsmissoorte of veevoer of pluimveekos met die hand meng.
- (4) Konkas verf.

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;

“daily employee” means an employee who is employed by the day;

“emergency work” means—

- (a) any work which, owing to unforeseen causes such as fire, storm, accident, act of violence, epidemic or theft, must be done without delay;
- (b) any work necessary for the maintenance of light, power, water, telephone, public health, sanitary, cleansing or airport services or for the supply of goods to hospitals or the police or military forces;
- (c) any work necessitated by a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen emergency;
- (d) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; or
- (e) the work of or connected with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours;

“establishment” means any premises in or in connection with which one or more employees are employed in any one or more of the trades mentioned in clause 1;

“law” includes the common law;

“night watchman” means an employee who is engaged in guarding property during the night or on Sundays or public holidays;

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

“short-time” means any temporary reduction in the number of ordinary hours of work owing to wet weather, slackness of trade or a 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;

“unskilled labour” means, without limiting the ordinary meaning of the expression whatsoever, in relation to—

A. Asphalting (Non-building Industry).

- (1) Applying or plastering by hand, using a brush or other means.
- (2) Operating a hand pump.
- (3) Ramming asphalt by means of iron rammers or mechanical means.

B. Brewing.

- (1) Feeding or tapping from processing vats, tanks other containers by hand.
- (2) Turning over grain by means of spades or shovels.
- (3) Placing bottles in or removing bottles from semi-automatic beer filling or crown capping machines or automatic washing machines.
- (4) Loading coal into bunkers.
- (5) Laying out or connecting rubber hose or rubber pipes.

C. Bridge-building, Excavating or Levelling Soil, Preparing Sites for Building or other Purposes, and Roadmaking.

- (1) Erecting scaffolding under supervision.
- (2) Operating concrete mixers or power drills.
- (3) Ramming asphalt by means of iron rammers or mechanical means.

D. Market and Commission Agencies.

- (1) Sorting, packing or displaying vegetables, fruit, poultry, flowers or other farm products.

E. Demolition of Buildings.

- (1) Loosening or pulling down any kind of roof tiling, corrugated iron sheets, asbestos sheeting or other roofing material.
- (2) Loosening or pulling down planks, beams or other kinds of timbering.
- (3) Loosening, demolishing or breaking up brick walls, concrete walls or walls composed of other materials, by means of crowbars, hammers or other tools.
- (4) Sorting or tying in bundles materials obtained from demolitions.
- (5) Removing nails from planks or beams.

F. Distilling.

- (1) Spreading or collecting waste products or placing waste products into vats, cans, bags or other containers.
- (2) Stirring ingredients in vats or pans.
- (3) Feeding fruit or other raw materials to cutting, mixing, or pressing machines.
- (4) Perforating labels by means of a manually operated machine.

G. Fertiliser Manufacture.

- (1) Feeding or taking off from machines, feeding or drawing off from tanks or vats.
- (2) Sorting waste products.
- (3) Mixing fertilisers or animal or poultry feeds by hand.
- (4) Painting drums.

H. Ghriesvervaardiging.

- (1) Blikkies, vate, sakke, bottels of ander houers met die hand of met 'n outomatiese masjien vul of leegmaak; vul volgens 'n voorafgestelde maat of gewig.
- (2) Vervoerbande, prosesvate, tenks of ander houers met die hand voer.
- (3) Bestanddele in vate of panne roer.
- (4) Bokke, kratte of kiste met die hand herstel.
- (5) Metaalvate, tenks of pype met stoom verwarm.

I. Vervaardiging en verspreiding van gas.

- (1) Gashouers of gassilinders onder toesig leeg- of volmaak.
- (2) Gashouers of gassilinders met water volmaak.
- (3) Kleppe of koppe van leë gashouers of gassilinders afskroef.
- (4) Merke aan gashouers of gassilinders aanbring of daarvan verwyder.
- (5) Pype aan gashouers of gassilinders vasskroef of daarvan losskroef.
- (6) Filterperse oop- of toemaak of filterdoeke verwyder of vervang.

J. Moutvervaardiging.

- (1) Gars of ander graan met grawe of skoppe oopsprei of omkeer.

K. Vleis (Groothandel).

- (1) Kontant invorder in die geval van k.b.a.-verkope, of skriftelike bestellings aanneem.
- (2) Karkasse of vleis in koelkamers wegpak of ophang.
- (3) Karkasse opsnij of aan hake hang.

L. Suiwering, maal en verpakking van sout.

- (1) Vervoerbande na droogoonde, meule of sifmasjiene voer of daarvan afhaal.

M. Opbrek van ou metaal.

- (1) Enige ou metaal, masjien, wrakke, voertuie, brúe met bamers, sae, beitels, koevoete, skroefslutels buig of opbreuk of onder toesig met blaaslamp buig of sny.
- (2) Ou metaal sorteer maar nie gradeer nie.

N. Passasiersvervoer.

- (1) Uitvee, was, afstof of poleer van passasiersvoertuie.
- (2) Brandstoftenk volmaak, oliebakke leegtap of volmaak.
- (3) Batterie afhaal, volmaak of terugplaas.
- (4) Domkrag of hystoestel gebruik om voertuie of vrag te hys of te laat sak.

O. Handel in wol, huide, velle of angorahaar.

- (1) Draad, hoepels of tou om bale plaas en vasmaak om sodanige bale in geperste vorm te hou.
- (2) Gevlekte of saadbevattende stukkie angorahaar of wol, misklossies of ander vreemde stowwe uit angorahaar, wol of van velle of huide verwyder.
- (3) Bale oopsny, monsters uithaal en naasaan elke baal plaas.
- (4) Sout aan huide of velle met die hand invryf; huide of velle uitskud, opvou, opstapel, bondel of oor pale hang of daarvan afhaal.
- (5) Vet of vleis van velle of huide afskraap.
- (6) Punte, dele of sterre van velle of huide afsny.
- (7) Giftowwe of ander middels op velle of huide spuit of strooi.
- (8) Bale of sakke toewerk.

P. Raffineer of skoonmaak van olie.

- (1) Etikette opplak of konkas of ander houers verf, merk of nommer.

Q. Vervaardiging of herstel van going- of jutesakke.

- (1) Sakke tel, skoonmaak of met die hand lap of herstel.
- (2) Sakke met die hand of masjien sny.
- (3) Going of jute met die hand pluus.
- (4) Enige onsuiverheid uit going of jute met die hand verwyder.

R. Afleverings- en bodedienste (behalwe aflevering met motoraangedrewe voertuie).

- (1) Persoonlike afleveringsdienste verrig.
- (2) Afrolmasjiene bedien.

S. Uitgrawe, uitpomp, verkoop of aflevering van sand of gruis.

- (1) Uitpomp, was of sif van sand of gruis.

T. Herwinning van afvalpapier.

- (1) Afvalpapier in sakke, bale, kaste of ander houers stop.
- (2) Afvalpapier sorteer of in sakke of bale pers en bind.

U. Goederevervoer.

- (1) Brandstoftenk volmaak, oliebakke leegtap of volmaak.
- (2) Batterie afhaal, volmaak of terugplaas.
- (3) Domkrag of hystoestel gebruik om voertuie of vrag te hys of te laat sak.

H. Grease Manufacture.

- (1) Filling or emptying tins, casks, bags, bottles or other containers by hand or by means of an automatic machine filling to a set measure or weight.
- (2) Feeding conveyor belts, processing vats, tanks or other containers by hand.
- (3) Stirring ingredients in vats or pans.
- (4) Repairing trestles, crates or boxes by hand.
- (5) Heating metal vats, tanks or pipes by means of steam.

I. Manufacture or Distribution of Gas.

- (1) Emptying or filling gasometers or gas cylinders under supervision.
- (2) Filling gasometers or gas cylinders with water.
- (3) Unscrewing valves or heads from empty gasometers or gas cylinders.
- (4) Making marks on or removing marks from gasometers or gas cylinders.
- (5) Screwing pipes to or unscrewing pipes from gasometers or gas cylinders.
- (6) Opening or closing filter presses or removing or changing filter cloths.

J. Malt Manufacture.

- (1) Spreading or turning over barley or other kinds of grain by means of spades or shovels.

K. Meat Trade (Wholesale).

- (1) Collecting cash in the case of C.O.D. sales, or accepting written orders.
- (2) Storing or hanging carcasses or meat in refrigerating rooms.
- (3) Cutting up carcasses or hanging carcasses on hooks.

L. Purifying, Grinding and Packing Salt.

- (1) Feeding, conveyor belts to drying ovens, mills or screening machines or taking off therefrom.

M. Breaking up of Scrap Metal.

- (1) Bending or cutting, under supervision, by means of a blowlamp, or bending or breaking up by means of hammers, saws, chisels, crowbars or spanners any scrap metal, machines, wrecks, vehicles or bridges.
- (2) Sorting but not grading scrap metal.

N. Transportation of Passengers.

- (1) Sweeping, washing, dusting or polishing passenger vehicles.
- (2) Filling fuel tanks, draining or filling oil sumps.
- (3) Removing, topping up or replacing batteries.
- (4) Using jack or hoist to lift or lower vehicles.

O. Dealing in Wool, Hides, Skins or Mohair.

- (1) Placing and securing wire, hoops or rope around bales in order to keep such bales in pressed form.
- (2) Removing stained or seedy pieces of mohair or wool, dags or other foreign substances from mohair, wool, hides or skins.
- (3) Cutting open bales, removing a sample and placing sample next to each bale.
- (4) Rubbing salt on hides or skins by hand, shaking out, folding, stacking, bundling or hanging hides or skins over poles or removing therefrom.
- (5) Scraping fat or flesh from hides or skins.
- (6) Cutting off tips or tails from hides or skins.
- (7) Spraying or strewing toxic or other substances on hides or skins.
- (8) Sewing up bales or bags.

P. Refining or Cleaning Oil.

- (1) Affixing labels to or painting, marking or numbering drums or other containers.

Q. Manufacturing or Mending Hessian or Jute Bags.

- (1) Counting or cleaning bags or patching or mending bags by hand.
- (2) Cutting bags by hand or machine.
- (3) Teasing hessian or jute by hand.
- (4) Removing any impurities from hessian or jute by hand.

R. Delivery and Messenger Services. (Except Delivery by Means of Motor-Propelled Vehicles.)

- (1) Performing personal delivery services.
- (2) Operating duplicating machines.

S. Excavating, Pumping, Selling or Delivering of Sand or Gravel.

- (1) Pumping, washing or screening sand or gravel.

T. Waste Paper Recovery.

- (1) Placing waste paper in bags, bales, boxes or other containers.
- (2) Sorting waste paper or pressing or securing waste paper in bags or bales.

U. Transportation of Goods.

- (1) Filling fuel tanks, draining or filling sumps.
- (2) Removing, topping up and replacing batteries.
- (3) Using jack or hoist to lift or lower vehicles or loads.

V. Verwydering van nagvuil.

- (1) Ontsmettings- of reinigingsmiddels aanwend.

W. Konstruksie van riool-, dreinerings- of stormwaterafleiskemas.

- (1) Beton-, staal- of ander pype in posisie neerlê, verskuif of regplaas.

X. Vervaardiging of verspreiding van roomys.

- (1) Houers of papier vou.
- (2) Konkas, tenks of ander houers of pype met stoom verhit.
- (3) Met die hand of handmasjien omroer.
- (4) Uitskep.

Y. Al die bedrywe in klousule I genoem.

- (1) Posseëls op briewe, pakkette of ander artikels plak.
- (2) Briewe, omsendbriewe, dokumente, biljetje, advertensies of ander geskrewe, gedrukte, getikte of afgerolde geskrifte in koeverte plaas of in pakkies opmaak.
- (3) Briewe, pakkette, vate, kaste, blikke, platkissies, kartonne, konkas, sakke, bale of enige ander houers oopmaak of toemaak, volmaak of leegmaak; etikette op sulke houers of ander artikels plak of dié merk, brandmerk, stempel of sjabloneer.
- (4) Deure of vensters oop- of toemaak.
- (5) Dra, sleep, stoot, trek, verpak, opstapel, rol, verskuif of begrawe van enige artikel, ding of houer hetsy in of op die werkplek, pakkamer, loods, perseel, voertuig of spoorwegwa behalwe deur die gebruik van kragtoerusting.
- (6) Persele, deure, vensters, toerusting, gereedskap, masjinerie, meubels, voertuie, houers of ander artikels skoonmaak of was en dit omvat meubels opvryf en tapyte uitborsel.
- (7) Rantsoene kook of tee of soortgelyke drankie vir werknemers maak of aan hulle bedien, of tee of ander verversings vir die werkgewer of sy gaste maak of bedien.
- (8) Boodskappe, pakkette, briewe of goedere te voet, per trapfiets, drieriel of handvoertuig aflewer of vervoer.
- (9) Kampongs, latrines, stalle of buitegeboue witkalk, skoonmaak of ontsmet.
- (10) Laai of aflaai.
- (11) Vure maak of aan die brand hou hetsy in kaggels, oonde of enige ander vuurmaakplek; afval of as verwyder; sintels uitsoek.
- (12) Voertuie of masjinerie, maar nie elektriese opwekingsmasjinerie of motorvoertuie nie, olie of smeer.
- (13) Sakke heelmaak, skoonmaak of uitskud.
- (14) Tuinmaak, d.w.s. spit, hark, gras sny, strooi, meng, natmaak, heinings snoei, onkruid verwyder, bome of ander plantegroei afkap of verwyder, of onder toesig plant.
- (15) Rubber- of ander stempels gebruik waar seleksie of diskresie nie nodig is nie.
- (16) Wiele of buite- of binnebande van motorvoertuie, fietse of kruitwaens afhaal, terugsit, omruil of oppomp of binnebande herstel.
- (17) Lewende hawe oppas, skoonmaak, voer of op enige ander wyse versorg.
- (18) 'n Vakman behulpsaam wees op 'n ander wyse as deur die gereedskap van sy vak te gebruik.
- (19) 'n Handhystoestel of goederhyser met die hand bedien; 'n vervoerband of platform met die hand voer of daarvan afneem.
- (20) Nagemmers verwyder, leegmaak, skoonmaak of vervang.
- (21) Goedere volgens voorafbepaalde gewig by herhaling weeg, of goedere volgens voorafbepaalde maat by herhaling meet.
- (22) Artikels van gelyke grootte en getal verpak in houers wat spesiaal gemaak is om sodanige artikels te bevat.
- (23) Klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opstel.
- (24) Asfalt met sand, gruis, klei of gebreekte klip met die hand meng, of gemengde asfalt met skopgrawe, harke, vurke of met kruitwaens versprei, of asfalt met pype of kanne sprei.
- (25) Onder toesig krane of kleppe oopmaak of toemaak, of masjienhefbome verstel.
- (26) Baalperse of ander perse met die hand bedien of draad, hoepels, toue of metaalbande om kiste, sakke, vesel of bale plaas en vasmaak.
- (27) Bottels of soortgelyke houers in outomatiese of half-outomatiese wasmasjiene plaas of daaruit neem; etikette van bottels, kaste of ander artikels met die hand verwyder of opplak; etikette aan outomatiese etiketteermasjiene voer.
- (28) Klip, grond, klei, sand of ander grondstowwe losmaak, uithaal, breek of strooi; slote, gate of fondamente grawe of ander uitgrawingswerk met die hand verrig.
- (29) Bakstene, klippe of beton met hamers, troffels of ander gereedskap skoonmaak of afvlak.
- (30) Kruitwaens, trollies, waentjies of ander handvoertuie trek of stoot.
- (31) Handpompe bedien.

V. Night Soil Removal.

- (1) Applying disinfecting or cleansing substances.

W. Construction of Sewerage, Drainage or Storm-Water Drainage Schemes.

- (1) Placing, moving or arranging concrete, steel or other pipes in position.

X. Ice Cream Manufacture or Distribution.

- (1) Folding paper or containers.
- (2) Heating drums, tanks, pipes or other containers by steam.
- (3) Stirring by hand or hand-operated machine.
- (4) Ladling.

Y. All Trades Mentioned in Clause I.

- (1) Affixing stamps to letters, parcels or other articles.
- (2) Placing letters, circulars, documents, handbills, advertisements or other written, printed, typed or mimeographed documents in envelopes or making them up into bundles.
- (3) Opening, closing, filling or emptying letters, parcels, casks, boxes, tins, trays, cartons, drums, bags, bales, or any other containers; affixing labels to or marking, branding, stamping or stencilling such containers or other articles.
- (4) Opening or closing doors or windows.
- (5) Carrying, pulling, pushing, hauling, packing, stacking, rolling, moving or burying any articles, thing or container, whether in or on the workshop, storeroom, shed, premises, vehicle or railway truck, other than by the use of power equipment.
- (6) Cleaning or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, containers or other articles, including polishing furniture and brushing carpets.
- (7) Cooking rations or making or serving tea or similar beverages for or to employees, or making or serving tea or other refreshments for or to the employer or his guests.
- (8) Delivering or conveying messages, parcels, letters or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle.
- (9) Lime-washing, cleaning or disinfecting compounds, latrines, stables or outbuildings.
- (10) Loading or unloading.
- (11) Making or maintaining fires, whether in hearths, ovens or any other fire-place; removing refuse or ashes; sorting out cinders.
- (12) Oiling or greasing vehicles or machinery, but not electric generating machinery or motor vehicles.
- (13) Mending, cleaning or shaking out bags.
- (14) Gardening, i.e., digging, raking, mowing, spreading, mixing, watering, trimming hedges, weeding, felling or removing trees or other vegetation, or planting under supervision.
- (15) Using rubber or other stamps where selection or discretion is unnecessary.
- (16) Removing, replacing, changing or inflating wheels or tyres or tubes of motor vehicles, bicycles or wheelbarrows, or repairing tubes.
- (17) Minding, cleaning, feeding or in any other way tending livestock.
- (18) Assisting a journeyman other than by using the tools of his trade.
- (19) Operating a hand-hoist or goods lift by hand; feeding or taking off from a conveyor belt or platform.
- (20) Removing, emptying, cleaning or replacing sanitary pails.
- (21) Repetitive weighing of goods to a predetermined weight, or repetitive measuring of goods to a set gauge.
- (22) Packing articles of a uniform size and number in containers specially made to contain such articles.
- (23) Setting up ready-made cardboard or fibreboard boxes or similar containers by hand.
- (24) Mixing asphalt with sand, gravel, clay or crushed stone by hand, or spreading mixed asphalt by means of shovels, rakes, forks or wheelbarrows, or spreading asphalt with pipes or cans.
- (25) Opening or closing cocks or valves, or adjusting levers, under supervision.
- (26) Operating baling presses or other presses by hand, or placing and securing wire hoops, ropes or metal bands around boxes, bags, fibre or bales.
- (27) Placing bottles or similar containers in automatic or semi-automatic washing machines or taking therefrom; removing labels from bottles, boxes or other articles by hand or affixing labels thereto; feeding labels to automatic labelling machines.
- (28) Loosening, excavating, breaking or spreading stone, soil, clay, sand or other raw materials; digging trenches, holes or foundations or performing other excavating work by hand; digging out tree stumps.
- (29) Cleaning or levelling bricks, stones or concrete by means of hammers, trowels or other tools.
- (30) Pulling or pushing wheelbarrows, trollies, barrows or other manually propelled vehicles.
- (31) Operating hand pumps.

- (32) Staalversterkingsmateriaal onder toesig met draad verbind of vasheg, of sodanige materiaal sny, buig of inmeekaarsit.
- (33) Koekepanne koppel of ont-koppel; spore lê of vas- of losbout; koekepanhystoestel bedien.
- (34) Sement of beton in vorms vasstamp of beton in fondamente vasstamp, onderdele van vorms vir sement of betonprodukte aanmeekaar-bout of op 'n ander manier saamvoeg of vorms uitmeekaar haal.
- (35) Artikels, lê bottels, sakke, pakkies of ander houters sorteer of toedraai.
- (36) Oorpakke, uniforms of beskermende klere was.
- (37) Kaste uit voorafbereide materiaal maak of heelmaak.
- (38) Persele of eiendom bewaak.
- (39) Handdoeke, seep of toiletpapier vervang.
- (40) Draad, tou of goingsak met die hand sny.
- (41) Boksele oorgooi of afhaal.
- (42) Pale, draad of gereedskap dra.

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

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

3. BESOLDIGING.

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

	In die land- drosdistrik Johannes- burg.	In alle ander gebiede.
	Per dag.	Per dag.
(a) Daaglikse werknemer.....	£ s. d. 0 7 9	£ s. d. 0 7 6
(b) Nagwag.....	Per week. £ s. d. 2 7 6	Per week. £ s. d. 2 5 6
(c) Werknemer (uitgesonderd 'n daaglikse- werknemer of 'n nagwag)—		
(i) vroulike werknemer.....	1 14 0	1 12 6
(ii) manlike werknemer van 18 jaar of ouer.....	2 2 6	2 0 6
(iii) manlike werknemer van onder 18 jaar.....	1 12 0	1 10 6

(d) Ondanks andersluidende bepalinge in hierdie subklousule, moet die loon van 'n daaglikse werknemer, as hy as 'n nagwag in diens is, minstens dié wees wat in paragraaf (a) hiervan voorgeskryf is, plus een shilling per dag: Met dien verstande dat die uitdrukking „dag” vir die toepassing van hierdie paragraaf 'n tydperk van vier-en-twintig agtereenvolgende ure beteken, bereken van die tyd af wanneer die werknemer met sy werk begin.

(e) Ondanks andersluidende bepalinge in hierdie klousule, wanneer 'n daaglikse werknemer op enige dag gewerk het of beskikbaar was vir werk waarvoor hy in diens geneem is maar wat hy weens onvoorsiene omstandighede buite sy beheer nie kon verrig nie, moet sy werkgewer hom minstens sy volle dagloon betaal afgesien daarvan of hy die dag agt en 'n halfuur of minder gewerk het of vir die werk beskikbaar was: Met dien verstande dat as van hom verwag is om te werk of om beskikbaar te wees vir minder as vier uur op enige dag, sy loon vir die dag nie meer as die helfte van sy dagloon hoef te wees nie.

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule is die basis van die kontrak van 'n werknemer, uitgesonderd 'n daaglikse werknemer, weekliks, en behoudens soos bepaal in klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word voorgeskryf by subklousule (1) vir 'n werknemer van sy klas en die gebied waarin hy werk, hetsy hy in daardie week die maksimum aantal gewone ure in klousule 5 vir hom voorgeskryf, of minder gewerk het.

(3) *Berekening van loon.*—(a) Die dagloon van 'n werknemer uitgesonderd 'n daaglikse werknemer, is sy weekloon gedeel deur die getal dae per week waarop hy gewoonlik werk.

(b) Die maandloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, is sy weekloon vermenigvuldig deur vier en 'n derde.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, is sy weekloon gedeel deur die getal gewone werkure waarop hy gewoonlik in 'n week werk.

- (32) Tying or securing steel reinforcing materials with wire, under supervision, or cutting, bending or assembling such materials.
- (33) Coupling or uncoupling cocopans; laying or bolting or unbolting tracks; operating a cocopan hoist.
- (34) Ramming cement or concrete in moulds or ramming concrete in foundations; bolting or otherwise securing parts of or dismantling moulds for cement or concrete products.
- (35) Sorting or wrapping articles, empty bottles, bags parcels or other containers.
- (36) Washing overalls, uniforms or protective clothing.
- (37) Making or repairing boxes from ready prepared material.
- (38) Guarding premises or property.
- (39) Replacing towels, soap or toilet paper.
- (40) Cutting wire, rope or hessian by hand.
- (41) Covering with or removing tarpaulins.
- (42) Carrying poles, wire or tools.

“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.

(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:—

	In the Magisterial District of Johannes- burg.	In all other areas.
	Per day. £ s. d.	Per day. £ s. d.
(a) Daily employee.....	0 7 9	0 7 6
(b) Night watchman.....	Per week. £ s. d. 2 7 6	Per week. £ s. d. 2 5 6
(c) Employee (other than a daily employee or a night watchman)—		
(i) female.....	1 14 0	1 12 6
(ii) male of the age of 18 years or over.....	2 2 6	2 0 6
(iii) male under the age of 18 years	1 12 0	1 10 6

(d) Notwithstanding anything to the contrary in this sub-clause, if a daily employee is employed as a night watchman his wage shall be not less than that prescribed in paragraph (a) hereof plus one shilling per day: Provided that for the purposes of this paragraph the expression “day” shall mean a period of twenty-four consecutive hours reckoned from the time the employee commences work.

(e) Notwithstanding anything to the contrary contained in this clause, where on any day a daily employee has worked or stood-by for the work for which he was engaged and which work he was precluded from doing through unforeseen circumstances beyond his control, his employer shall pay him not less than his daily wage irrespective of whether he has on that day worked or so stood-by for eight and a half hours or less: Provided that if he was required to work or so stand-by for less than four hours on any day, his wage in respect of such day need not exceed half his daily wage.

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

(3) *Calculation of Wages.*—(a) The daily wage of an employee, other than a daily employee, shall be his weekly wage divided by the number of days he ordinarily works per week.

(b) The monthly wage of an employee, other than a daily employee, shall be his weekly wage multiplied by four and a third.

(c) The hourly wage of an employee, other than a daily employee, shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.

(4) *Onderhoudstoelae*.—(a) 'n Werkgever moet, benewens enige ander verskuldigde besoldiging, aan sy werknemer wat in diens is vir in- en uitpak, op- of aflaai of vervoer van huismeeubels en wat van sy woonplek en sy werkgever se inrigting vir 'n tydperk van een of meer nagte afwesig is op 'n reis wat onderneem is in die uitvoering van sy pligte, 'n onderhoudstoelae betaal van minstens—

- (i) vier sjielings en ses pennies vir elke nag afwesigheid; en
 - (ii) een sjieling vir elke maaltyd wat noodwendig gedurende die afwesigheid verkry moes word.
- (b) Vir die toepassing van hierdie subklousule, beteken die uitdrukking „nag” die tydperk tussen 11 uur nm. en 4 uur ym.

(5) *Fietstoelae*.—'n Werkgever wat van sy werknemer vereis om die werknemer se eie fiets te gebruik in die uitvoering van sy pligte, moet, benewens enige ander besoldiging wat aan hom verskuldig is, 'n toelae van minstens drie sjielings per week aan die werknemer betaal, of as die werknemer 'n daaglikse werknemer is, minstens ses pennies per dag.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd daaglikse werknemers*.—Behoudens soos bepaal in klousule 6 (4), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n daaglikse werknemer verskuldig is, wekeliks of maandeliks in kontant betaal word gedurende werkure op die gewone betaaldag van die inrigting vir so 'n werknemer of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en dit moet vergesel gaan van 'n staat wat die eiendom van die werknemer word en waarop die volgende aangetoon word:—

- (a) Die werkgever se naam;
- (b) die werknemer se naam of betaalstaatsnommer;
- (c) die getal oortydure gewerk;
- (d) die werknemer se loon;
- (e) die werknemer se lewenskostetoelae;
- (f) die besonderhede van enige ander besoldiging wat voort-spruit uit die werknemer se diens;
- (g) die besonderhede van enige afrekkings wat gedoen is;
- (h) die werklike bedrag wat aan die werknemer uitbetaal word; en
- (i) die tydperk waarvoor die betaling gedoen word.

(2) *Daaglikse werknemers*.—Die werkgever moet die besoldiging wat aan sy daaglikse werknemer verskuldig is, by die voltooiing van die dag se werk in kontant betaal.

(3) *Premies*.—Geen betaling vir werkverskaffing aan of op-leiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever gedoen of deur hom aangeneem word nie.

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

(5) *Losies en inwoning*.—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om van hom of enige persoon of plek wat hy aanwys, losies of inwoning of losies en inwoning aan te neem nie.

(6) *Afrekkings*.—'n Werkgever mag nie sy werknemer boetes ople of van sy werknemer se besoldiging afrekkings maak nie, uitgesonderd die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer 'n afrekkings vir verlof-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse;
- (b) behoudens wanneer anders in hierdie Vasstelling bepaal, as 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgever, 'n afrekkings in verhouding tot die tydperk van sy afwesigheid en bereken op die basis van die loon wat so 'n werknemer daardie tyd ten opsigte van sy gewone werkure ontvang het;
- (c) 'n afrekkings van enige bedrag wat 'n werkgever kragtens enige wet of enige bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig is om losies of inwoning of losies en inwoning van sy werkgever aan te neem, 'n afrekkings van hoogstens die ondergenoemde bedrae:—

	Per week.	Per maand
	£ s. d.	£ s. d.
(i) Losies.....	0 4 0	0 17 4
(ii) Inwoning.....	0 2 0	0 8 8
(iii) Losies en inwoning.....	0 6 0	1 6 0

(e) wanneer die gewone werkure in klousule 5 voorgeskryf, verminder word weens korttyd, 'n afrekkings ten opsigte van elke uur van sodanige vermindering van die werknemer (uitgesonderd 'n daaglikse werknemer) se uurloon: Met dien verstande dat sodanige afrekkings nie meer mag wees as een-derde van die werknemer se weekloon nie, afgesien van die aantal ure waarmee die gewone werkure aldus verminder word; en voorts met dien verstande dat geen afrekkings gedoen mag word nie—

- (i) in die geval van korttyd wat veroorsaak word deur 'n slapte in die bedryf of 'n tekort aan grondstowwe, tensy die werkgever op of voor die vorige werkdag, sy werknemer minstens vier-en-twintig uur kennis gegee het van sy voorneme om die gewone werkure te verminder;

(4) *Subsistence Allowance*.—(a) An employer shall, in addition to any other remuneration due, pay to his employee, who is engaged in packing, unpacking, loading, unloading or transportation of household furniture and 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 extending over one or more nights, a subsistence allowance of not less than—

- (i) four shilling and sixpence for each night of such absence and
- (ii) one shilling for each meal necessarily obtained during such absence.

(b) For the purposes of this sub-clause the expression “night” means the period between 11 o'clock p.m. and 4 o'clock a.m.

(5) *Bicycle Allowance*.—An employer who requires an employee to use the employee's own bicycle in the performance of his duties shall pay such employee, in addition to any other remuneration due to him, an allowance of not less than three shillings per week, or, if the employee is a daily employee, not less than sixpence per day.

4. PAYMENT OF REMUNERATION.

(1) *Employees, other than daily employees*.—Save as provided in clause 6 (4), any amount due to an employee, other than a daily employee, shall be paid weekly or monthly in cash during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual payday, and shall be accompanied by a statement, which shall become the property of the employee and which shall show—

- (a) the employer's name;
- (b) the employee's name or pay roll number;
- (c) the number of overtime hours worked;
- (d) the employee's wage;
- (e) the employee's cost of living allowance;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made.

(2) *Daily Employees*.—An employer shall pay the remuneration due to his daily employee in cash on completion of the day's work.

(3) *Premiums*.—No payment shall be made to or accepted by the 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, place or person nominated by him.

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

(6) *Deductions*.—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration 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;
- (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 and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (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) whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging or board and lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per week.	Per month.
	£ s. d.	£ s. d.
(i) Board.....	0 4 0	0 17 4
(ii) Lodging.....	0 2 0	0 8 8
(iii) Board and lodging.....	0 6 0	1 6 0

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction of the employee's, other than a daily employee, hourly wage in respect of each hour of such reduction: Provided that such deduction shall not exceed one-third of the employee's weekly wage irrespective of the number of hours by which the ordinary hours of work are thus reduced and provided further that no deduction shall be made—

- (i) in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

(ii) in die geval van korttyd as gevolg van nat weer of 'n algemene onklaarraking van installasie of masjinerie of 'n onklaarraking of dreigende onklaarraking van geboue veroorsaak deur ongelukke of ander onvoor-siene noodtoestand, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie;

(f) 'n aftrekking van 'n bedrag wat gelyk staan aan sy dagloon ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Gelofte-dag of Kersdag, waarop die werknemer op eie versoek toegelaat word om nie te werk nie.

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

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

(a) In die geval van 'n daaglikse werknemer, 8½ op enige dag, maar so dat 46 nie in 'n week by dieselfde werkgewer oorskry word nie;

(b) in die geval van 'n werknemer wat uitsluitlik in diens is vir die verwydering van nagvuil—

(i) 42 in 'n week van Sondag tot en met Saterdag;

(ii) ses in 'n tydperk van 24 agtereenvolgende ure;

Met dien verstande dat waar dit nie van so 'n werknemer vereis word om op meer as ses van sodanige tydperke van 24 uur in 'n week te werk nie, die perk van 42 uur in daardie week oorskry kan word deur hoogstens vier uur en die perk van ses uur in elk van sodanige vier-en-twintig agtereenvolgende uur deur hoogstens een uur en veertig minute.

(c) in die geval van enige ander werknemer—

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

(ii) behoudens paragraaf (i) hiervan, 8 op enige dag: Met dien verstande dat—

(I) waar die werkure van 'n werknemer minder is as agt op een dag in enige week, die perk van agt uur oorskry kan word deur hoogstens 'n halfuur op die orige dae van die week;

(II) waar werk gewoonlik verrig word op hoogstens vyf dae in 'n week, die perk van agt uur per dag oorskry mag word deur hoogstens 1½ uur op enige sodanige dag;

maar so dat die gewone werkure hoogstens 46 per week is.

(2) Vir die toepassing van subklousules (1) en (4) beteken die uitdrukking „dag”—

(a) waar skofwerk nie verrig word nie, 'n tydperk van 24 agtereenvolgende uur wat om middernag begin;

(b) waar skofwerk verrig word, 'n tydperk van 24 agtereenvolgende uur bereken van die tyd af wanneer 'n werknemer sy skof begin.

(3) *Etensonderbrekings.*—'n Werkgewer mag nie sy werknemer, uitgesonderd 'n werknemer wat skofwerk doen aan 'n onafgebroke proses, verplig of toelaat om vir langer as vyf uur onafgebroke te werk sonder 'n etensuurbreking van minstens een uur nie, wanneer die werknemer nie verplig of toegelaat mag word om enige werk te doen nie, en die onderbreking sal nie as deel van die gewone werkure van die werknemer beskou word nie: Met dien verstande dat—

(a) as die onderbreking langer is as 1½ uur, moet tyd wat langer as dit duur, beskou word as deel van die gewone werkure;

(b) werktye wat onderbreek word deur tussenpose van minder as een uur as aaneenlopend beskou moet word;

(c) 'n werkgewer met sy werknemer kan ooreenkom om die tydperk van die etensonderbreking in te kort tot minstens 'n halfuur, en in dié geval en nadat die werkgewer 'n staat van sodanige ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied, ingedien het, kan die etensonderbreking aldus ingekort word;

(d) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die skoonmaak van persele of voertuie wat vir passasiersvervoer gebruik word en die onderbreking langer as drie uur duur, 'n tydperk van meer as drie uur beskou moet word as deel van die gewone werkure.

(4) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousule (3) moet alle werkure van 'n werknemer op enige dag aaneenlopend wees.

(5) *Oortyd.*—Alle tyd wat 'n werknemer bo die aantal ure soos in subklousule (1) voorgeskryf, gewerk het, moet as oortyd beskou word.

(6) *Beperking van oortyd.*—(a) 'n Werkgewer van 'n werknemer, uitgesonderd 'n daaglikse werknemer, wat in diens is vir in- en uitpak, op- en aflaai of die vervoer van huismeubels, mag die werknemer nie verplig of toelaat om oortyd van meer as vyftien uur in enige week vir meer as twee weke in 'n maand en 6½ uur in die orige weke van die maand te werk nie, maar sodat die totale oortydure in 'n maand hoogstens 43 mag wees.

(ii) in the case of short-time owing to wet weather or 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 at his own request is permitted not to work.

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

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

(a) in the case of a daily employee, eight and a half on any day, but so that forty-six is not exceeded in any week with the same employer;

(b) in the case of an employee who is engaged exclusively in the removal of night soil—

(i) forty-two in any week from Sunday to Saturday, inclusive;

(ii) six in any period of twenty-four consecutive hours:

Provided that where such an employee is not required to work on more than six such periods of twenty-four hours in any week, the limit of forty-two hours may in that week be exceeded by not more than four hours and the limit of six hours in each such twenty-four consecutive hours by not more than one hour and forty minutes;

(c) in the case of any other employee—

(i) forty-six in any week from Monday to Saturday, inclusive; and

(ii) subject to paragraph (i) hereof, eight on any day: Provided that—

(I) where the hours of work of an employee are less than eight on one day in any week, the limit of eight hours may be exceeded by not more than half an hour on the remaining days of the week;

(II) where work is normally performed on not more than five days in any week, the limit of eight hours a day may be exceeded by not more than one and a half hours on any such day,

but so that the ordinary hours of work do not exceed forty-six in any week.

(2) For the purposes of sub-clauses (1) and (4) the expression „day” means—

(a) where shift work is not performed, a period of twenty-four consecutive hours commencing at midnight;

(b) where shift work is performed, a period of twenty-four consecutive hours calculated from the time an employee commences his shift.

(3) *Meal intervals.*—An employer shall not require or permit his employee, other than an employee working shift work on a continuous process, to work 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 of the employee: Provided that—

(a) if such interval be longer than one and a quarter hours, any time in excess thereof shall be deemed to form part of the ordinary hours of work;

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

(c) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced;

(d) in the case of an employee who is wholly or mainly engaged in cleaning premises or vehicles used for the transportation of passengers, if such interval be longer than three hours any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

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

(5) *Overtime.*—All time worked in excess of the maximum number of ordinary hours of work prescribed in sub-clause (1) shall be deemed to be overtime.

(6) *Limitation of overtime.*—(a) An employer of an employee, other than a daily employee, who is engaged in packing, unpacking, loading, unloading or transportation of household furniture shall not require or permit such employee to work overtime for more than fifteen hours in any week for more than two weeks in any month and six and a half hours in the remaining weeks of the month but so that the total overtime in any month shall not exceed forty-three hours.

(b) Behoudens die bepalings van paragraaf (a) hiervan, mag 'n werkgever 'n werknemer, uitgesonderd 'n daaglikse werknemer, nie verplig of toelaat om oortyd vir langer as—

- (i) twee uur per dag;
- (ii) tien uur per week;

te werk nie:

Met dien verstande dat by die toepassing van hierdie weeklikse beperking, die eerste twee uur wat meer is as 46 in enige week wat deur 'n werknemer gewerk word wat op skofwerk op 'n onafgebroke proses in diens is, nie in ag geneem moet word nie.

(c) 'n Werkgever mag nie sy daaglikse werknemer verplig of toelaat om vir langer as twee uur op 'n dag oortyd te werk nie.

(7) *Vroulike werknemers.*—'n Werkgever mag nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:—

- (a) Tussen 6 nm. en 6 vm.;
- (b) op meer as vyf dae in enige week na eenuur nm.;
- (c) op enige dag meer as twee uur oortyd, uitgesonderd dat 'n werknemer wat vyf dae per week werk hoogstens vier uur oortyd op 'n Saterdag mag werk;
- (d) op meer as drie agtereenvolgende dae in 'n week oortyd;
- (e) op meer as 60 dae in enige jaar oortyd;
- (f) op enige dag na voltooiing van haar gewone werkure meer as een uur oortyd, tensy hy—
 - (i) sodanige werknemer voor twaalfuur middag op daardie dag daarvan in kennis gestel het;
 - (ii) aan sodanige werknemer betyds 'n voldoende ete verskaf het sodat sy dit kan nuttig voordat met sulke oortyd begin moet word; of
 - (iii) aan sodanige werknemer minstens 2s. 6d. betyds betaal het om 'n ete te kan verkry en nuttig voordat die oortyd begin.

(8) *Betaling vir oortyd.*—'n Werkgever moet sy werknemer wat oortyd werk betaal teen 'n skaal van minstens—

- (a) in die geval van 'n werknemer, uitgesonderd 'n daaglikse werknemer, 1½ maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur oortyd altesaam in enige week gewerk;
- (b) in die geval van 'n daaglikse werknemer, 1½ maal sy dagloon gedeel deur 8½ ten opsigte van elke uur of gedeelte van 'n uur aldus op enige dag gewerk.

Met dien verstande dat vir die toepassing van hierdie subklousule dit geag word dat die uitdrukking „loon” die werknemer se loon plus sy lewenskostetoelae omvat.

(9) *Voorbehoudsbepalings.*—(a) Die bepalings van dié klousule is nie op 'n nagwag van toepassing nie.

(b) Die bepalings van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(c) Die bepalings van subklousule (3) is nie van toepassing op 'n werknemer wat uitsluitlik in diens is vir die verwydering van nagvuil nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgever aan sy werknemer, uitgesonderd 'n daaglikse werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom die volgende toestaan:—

- (a) In die geval van 'n nagwag, 21 opeenvolgende kalenderdae verlof;
- (b) In die geval van alle ander werknemers, 14 opeenvolgende kalenderdae verlof;

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

- (i) in die geval van 'n werknemer in (a) genoem, 'n bedrag van minstens driemaal die weekloon waarop hy geregtig was, op die eerste dag van die verlof; en
- (ii) in die geval van 'n werknemer in (b) genoem, 'n bedrag van minstens dubbel die weekloon waarop hy geregtig was op die eerste dag van die verlof.

Met dien verstande dat by die toepassing van hierdie klousule, die weekloon van 'n werknemer wat op enige basis, bepaal in klousule 9, werk, bereken moet word op die basis uiteengesit in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- (i) as sulke verlof nie eerder toegestaan is nie, dit so toegestaan moet word, behoudens soos bepaal in subklousule (3), dat dit begin binne twee maande na voltooiing van die 12 maande diens waarop dit betrekking het;
- (ii) die tydperk van verlof nie met siekteverlof ingevolge klousule 7 toegestaan, mag saamval nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, ter vervanging van elke sodanige dag, nog 'n dag by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof, en die werknemer moet 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige bykomende dag betaal word;
- (iv) 'n werkgever enige dae geleentheidsverlof met volle betaling, wat op die skriftelike versoek van sy werknemer gedurende die 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het, aan sy werknemer toegestaan is, van sodanige verloftydperk mag aftrek.

(b) Save as provided in paragraph (a) hereof, an employer shall not require or permit an employee, other than a daily employee, to work overtime for more than—

- (i) two hours on any day;
- (ii) ten hours in any week:

Provided that, in the application of this weekly limitation, the first two hours in excess of forty-six in any week worked by an employee employed on shift work on a continuous process shall be disregarded.

(c) An employer shall not require or permit his daily employee to work overtime for more than two hours on any day.

(7) *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 not more than 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.

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

- (a) in the case of an employee, other than a daily employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime so worked on any days in any week;
- (b) in the case of a daily employee, one and one-third times his daily wage divided by eight and a half 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.

(9) *Savings.*—(a) The provisions of this clause shall not apply to a night watchman.

(b) The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of sub-clause (3) shall not apply to an employee who is engaged exclusively on the removal of night soil.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a daily employee, in respect of each completed period of twelve months' employment with him—

- (a) in the case of a night 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 paragraph (a), an amount of not less than three times the weekly wage to which he was entitled as from the first day of the leave;
- (ii) in the case of an employee mentioned in paragraph (b), an amount of not less than double the weekly wage to which he was entitled as from the first day of the leave:

Provided that for the purpose of this clause the weekly wage of any employee who is employed on any basis provided for in clause 9 shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

(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 had not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence 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;
- (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 holiday, be added to the said period as a further period of leave and the employee shall be paid not less than his daily wage in respect of each such day added;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

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

- (i) die versoek van die werknemer gerig word binne twee maande na afloop van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en
- (ii) die datum van ontvang van sodanige versoek op die versoek aangeteken en deur die werkgewer met sy handtekening bekragtig word; en die werkgewer moet sodanige stuk bewaar vir 'n tydperk van minstens drie jaar bereken vanaf die datum van voltooiing van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, of die datum van ontvangs van die versoek, na gelang van die jongste.

(b) Die bepalings van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule genoem.

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, gelees met subklousule (3), moet voor of op die laaste werkdag voor die aanvang van die verlof betaal word.

(5) 'n Werknemer wie se dienskontrak beëindig word gedurende 'n dienstydperk van 12 maande voordat die tydperk van verlof, voorgeskryf in subklousule (1) ten opsigte van daardie tydperk, opgeloopt het, moet by sodanige beëindiging, en benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand diens minstens die volgende betaal word:—

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

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

- (i) wat sy diens verlaat sonder om die kennis te gee en die diensopseggingstyd uit te dien wat in klousule 13 voorgeskryf word, tensy die werkgewer van sodanige opseggingstyd afgesien het; of
- (ii) wat sy diens verlaat sonder rede wat regtens as voldoende beskou word; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om enige rede wat regtens as voldoende vir sodanige ontslag sonder kennisgewing erken word;

nie op enige betaling kragtens hierdie subklousule geregtig is nie.

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

(7) Vir die toepassing van hierdie klousule, word dit geag dat die uitdrukking „diens” 'n tydperk omvat waarin die werkgewer ingevolge die bepalings van subklousule (i) van klousule 12 'n uitbetaling aan die werknemer doen in plaas van hom kennis te gee en ook enige tydperk of tydperke waarin die werknemer—

- (a) met verlof kragtens hierdie klousule afwesig is;
- (b) met siekteverlof kragtens klousule 7 afwesig is;
- (c) op las of op versoek van sy werkgewer van die werk afwesig is;

wat in enige jaar hoogstens tien weke beloop ten opsigte van items (a), (b) en (c) en diens word geag te begin—

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

(8) (a) Ondanks enige andersluidende bepalings in hierdie klousule, kan 'n werkgewer vir die doeleindes van jaarlikse verlof, te eniger tyd, maar hoogstens een keer gedurende enige tydperk van 12 maande sy bedryfsinrigting sluit vir 14 opeenvolgende kalenderdae plus enige bykomende dae wat bygevoeg moet word ingevolge die derde voorbehoudsbepaling van subklousule (2);

(b) 'n werknemer wat ten tye van die sluitingsdatum van 'n bedryfsinrigting 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 werkgewer betaal word op die basis in subklousule (5) uiteengesit, en vir jaarlikse verlofdoeleindes daarna, sal beskou word dat sy diens begin het op die datum van die sluiting van die inrigting.

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

- (i) that such request is made by such employee not later than two months after the expiry of the first period of twelve months' employment to which the leave relates, and
 - (ii) that 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 first period of twelve months' employment to which the leave relates, whichever is the later.
- (b) The provisions of sub-clause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.

(4) *Leave remuneration*.—The remuneration in respect of the annual leave prescribed in sub-clause (1), read with sub-clause (3), 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' employment 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 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 further that an employee—

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice; or
- (ii) who leaves his employment without 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 by 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 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 (i) of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is—

- (a) absent on leave in terms of this clause;
- (b) absent on sick leave in terms of clause 7;
- (c) absent on the instructions or at the request of his employer;

amounting in the aggregate in respect of items (a), (b) and (c) to not more than ten weeks in any year and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Determination and to whom any law providing for leave applied but who had not become entitled to a period of 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 from the date of coming into force of this Determination, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause, an employer may for the purposes 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) Vir die toepassing van hierdie klousule beteken die uitdrukking „loon” die werknemer se loon plus sy lewenskoste-toelae.

7. SIEKTEVERLOF.

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

- (a) in die geval van 'n werknemer wat 'n vyfdaagse week werk, altesaam minstens 20 werkdag siekteverlof;
- (b) in die geval van alle ander werknemers, altesaam minstens 24 werkdag siekteverlof;

gedurende elke kringloop van 24 opeenvolgende maande diens by hom en hy moet sodanige werknemer ten opsigte van enige tydperk van afwesigheid hierkragens minstens die loon betaal, wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat gedurende die eerste 24 opeenvolgende maande diens 'n werknemer nie geregtig is op siekteverlof met volle betaling teen 'n skaal van, in die geval van 'n werknemer wat 'n vyfdaagse week werk, meer as een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en in die geval van elke ander werknemer, een werkdag ten opsigte van elke voltooide maand diens nie;
- (ii) dat dié klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes maak van minstens net soveel as dié deur die werknemer gedoen aan enige fonds of organisasie deur die werknemer benoem, nl. 'n fonds of organisasie wat aan die werknemer in die geval van sy ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke kringloop van 24 maande diens, met die uitsondering dat gedurende die eerste 24 maande waarin bydraes deur die werknemer betaal word, die gewaarborgde skaal nie die oploopskaal, soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule, hoef te oorskry nie;
- (iii) dat wanneer 'n werkgewer ingevolge enige wet verplig is om geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en dié geld betaal, die bedrag aldus betaal van die verskuldigde betaling ten opsigte van afwesigheid weens ongeskiktheid kragens hierdie klousule afgetrek mag word;
- (iv) dat, indien 'n werkgewer ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, by enige ander wet verplig word om 'n werknemer se volle loon te betaal, die bepalinge van hierdie klousule nie van toepassing is nie;
- (v) dat die loon, betaalbaar aan 'n werknemer wat stukwerk verrig vir enige tydperk van afwesigheid weens siekteverlof kragens hierdie klousule, bereken moet word op die basis van die besoldiging wat aan sodanige werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) 'n Werkgewer mag, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag kragens hierdie klousule deur 'n werknemer geëis ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as drie opeenvolgende kalenderdae, van die werknemer vereis dat hy 'n sertifikaat geteken deur 'n mediese praktisyn, aan hom voorlê, wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperke van agt opeenvolgende weke by twee of meer geleenthede vir tydperke van drie of minder opeenvolgende kalenderdae betaling kragens hierdie klousule geëis het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die eersvolgende agt weke, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag deur die werknemer kragens hierdie klousule geëis, van die werknemer mag vereis dat hy so 'n sertifikaat voorlê, ongeag die duur van sodanige afwesigheid.

(3) Wanneer 'n werknemer gedurende die eerste kringloop van 24 maande diens by dieselfde werkgewer weens ongeskiktheid afwesig is vir 'n tydperk langer as die siekteverlof wat ten tye van sodanige ongeskiktheid reeds opgeloopt het, is hy geregtig op betaling slegs ten opsigte van sodanige opgeloopte verlof; maar sy werkgewer moet, as hy dit nie alreeds gedoen het nie, by die verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige bykomende tydperk van afwesigheid weens ongeskiktheid betaal namate siekteverlof wat by sodanige verstryking of beëindiging opgeloopt het, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule word dit geag dat die woord—

„diens” enige tydperk of tydperke omvat waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge klousule 6;
- (b) op las of op versoek van sy werkgewer;
- (c) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens tien weke kan beloop, en enige diens tydperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum waarop hierdie Vaststelling in werking tree, moet by die toepassing van hierdie klousule beskou word as diens kragens hierdie Vaststel-

(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 daily 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.

(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)

amounting in the aggregate in any year to not more than ten weeks and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purposes of this clause be deemed to be em-

ling; en enige siekteverlof met volle besoldiging wat gedurende die tydperk aan die werknemer toegestaan is, word geag kragtens hierdie Vasstelling toegestaan te wees;

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

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

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepalings van klousule 4 (6) moet die werkgever 'n werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin hierdie dag voorkom.

(2) Wanneer 'n werkgever 'n werknemer verplig of toelaat om op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag te werk, moet hy, behoudens soos bepaal in klousule 4 (6), die werknemer vir die week waarin sodanige dag voorkom, minstens sy weekloon betaal plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer op so 'n dag gewerk het: Met dien verstande dat waar die werknemer verplig of toegelaat word om minder as vier uur op so 'n dag te werk, dit beskou sal word dat hy vier uur gewerk het.

(3) Vergoeding vir werk op 'n Sondag.—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever hom of—

(i) dubbel sy dagloon; of

(ii) een en een-derde maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy op die Sondag gewerk het, betaal en hom binne veertien dae van sodanige Sondag af een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat wanneer sodanige werknemer verplig of toegelaat word om minder as vier uur op die Sondag te werk, dit beskou sal word dat hy vier uur gewerk het.

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

(5) Hierdie klousule is nie van toepassing op 'n daaglikse werknemer of 'n nagwag nie.

9. STUKWERK.

(1) 'n Werkgever mag na ten minste een week kennisgewing aan sy werknemer enige stukwerkstelsel invoer en, behoudens soos bepaal in klousule 4 (6), moet die werkgever aan sodanige werknemer wat vir enige tydperk op die stukwerkstelsel in diens is, besoldiging betaal teen die tarief wat kragtens sodanige stelsel geld: Met dien verstande dat, afgesien van die hoeveelheid of omvang van die werk wat gedoen is, die werkgever aan sodanige werknemer minstens die volgende moet betaal:—

(a) In die geval van 'n werknemer, uitgesonderd 'n daaglikse werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy hom vir dié week sou moes betaal het as besoldiging geskied het op die basis van die tyd wat hy gewerk het;

(b) in die geval van 'n daaglikse werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy hom vir dié dag sou moes betaal het as besoldiging geskied het op die basis van die tyd wat hy gewerk het;

plus vyf persent.

(2) 'n Werkgever moet op 'n opvallende plek in sy bedryfsinrigting 'n afskrif van die tariewe in subklousule (1) genoem, opgeplak hou.

(3) 'n Werkgever wat van voorneme is om enige stukwerkstelsel wat in werking is of die skale wat daarkragtens van toepassing is, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een maand kennis van sy voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer tydperk van kennisgewing kan ooreenkom, en die tydperk van kennisgewing moet dan minstens dié wees waarvoor aldus ooreengekom is.

(4) Ondanks andersluidende bepalings in hierdie klousule, hoef 'n werkgever nie kennis van sy voorneme om 'n stukwerkstelsel toe te pas of te wysig aan 'n daaglikse werknemer te gee nie.

10. TYDWERKSTELSE.

Niks in hierdie Vasstelling mag so vertolk word dat dit die werkgever verhoed om met sy werknemer 'n ooreenkoms aan te gaan dat die werknemer van diens kan gaan as hy 'n aangewese taak voltooi het binne die daaglikse gewone werkure wat vir dié werknemer voorgeskryf is nie.

11. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) Wanneer 'n werknemer in die loop van sy werk aan nat prosesse, hitte of enige giftige, byt- of ander skadelike stof blootgestel kan word wat moontlik besering of siekte aan die werknemer of skade aan sy kleren kan veroorsaak, moet sy werkgever

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) Subject to the provisions of clause 4 (6), if an employee does not work on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever an employer requires or permits an employee to work on New Year's Day, Good Friday, Day of the Covenant or Christmas Day he shall, save as provided in clause 4 (6), pay such employee for the week in which such day falls not less than his weekly wage plus his hourly wage for each hour or part of an hour worked by the employee on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) Compensation for work on a Sunday.—Whenever an employee works on a Sunday, his employer shall either—

(i) pay him double his daily wage, or

(ii) pay him one and a third times his hourly wage for each hour or part of an hour worked by him on such Sunday, and grant him within fourteen days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

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

(5) This clause shall not apply to a daily employee or a night 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 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 such employee not less than—

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

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) 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.

(4) Notwithstanding anything to the contrary in this clause, an employer need not give a daily employee notice of his intention to apply any piece-work system or to amend it.

10. TIME WORK SYSTEM.

Nothing in this Determination shall be so construed as to preclude an employer from agreeing with his employee that the employee may go off duty upon the completion by him of an allotted task within the daily ordinary hours of work prescribed for such employee.

11. PROTECTIVE CLOTHING, UNIFORMS OR OVERALLS.

(1) Whenever an employee, in the course of his employment, is exposed to wet processes, to heat or to any poisonous, corrosive or other injurious substance liable to cause injury or disease to the employee or damage to his clothing, his employer shall provide him free of charge with such protective clothing, overalls

hom kosteloos van die beskermende klere, oorpakke, skermbrille, handskoene, skoeisel en self voorsien wat nodig is om die werknemer genoegsaam teen die blootstelling te beskerm, en moet hierdie artikels kosteloos in 'n diensbare toestand hou en hierdie artikels bly die eiendom van die werkgewer.

(2) 'n Werkgewer moet enige uniform, oorpak, wasjas, voorskoot, pet, stewels of beskermende klere wat hy sy werknemer verplig om te dra of wat hy by wet of regulasie verplig is om te voorsien, kosteloos verskaf en in 'n diensbare toestand hou, en hierdie artikels bly die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste twee weke diens, 24 uur; en
- (b) in die geval van 'n weekliks besoldigde werknemer, een week na die eerste twee weke diens;
- (c) in die geval van 'n maandeliks besoldigde werknemer, een maand na die eerste twee weke diens kennis gee;

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

- (i) In die geval van 24 uur kennisgewing, die dagloon wat die werknemer ontvang op die datum van die beëindiging;
- (ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ontvang op die datum van die beëindiging;
- (iii) in die geval van 'n maand kennisgewing, die maandloon wat die werknemer ontvang op die datum van die beëindiging;

Met dien verstande dat dit geen inbreuk sal maak nie—

- (i) op die werkgewer of werknemer se reg om die kontrak sonder kennisgewing te beëindig om enige oorsaak wat regens as genoegsaam erken word;
- (ii) op enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir beide partye en vir langer as wat in hierdie klousule voorgeskryf word;
- (iii) die toepassing van enige verbeurings of boetes wat by wet toegepas kan word ingeval 'n werknemer dros;

Voorts met dien verstande dat waar die loon van 'n werknemer op die datum van beëindiging verminder word deur aftrekkings ten opsigte van korttyd, die uitdrukking „wat die werknemer ontvang op die datum van die beëindiging” beskou word dat dit sou beteken „sou ontvang het op die datum van beëindiging as geen aftrekkings ten opsigte van korttyd gedoen is nie” vir die doel van die werkgewer wat die werknemer in plaas van kennisgewing moet uitbetaal.

(2) As 'n ooreenkoms ingevolge die bepalings van die tweede voorbehoudsbepaling by subklousule (1) gesluit is, is die betaling of verbeuring in plaas van kennisgewing ooreenkomstig die tydperk van kennisgewing waarvoor ooreengekom is.

(3) Die kennis wat in subklousule (1) voorgeskryf is, moet gegee word—

- (a) voor of op die gewone betaaldag van die inrigting vir 'n weekliks besoldigde werknemer en tree in werking van die dag na die betaaldag af;
- (b) in die geval van 'n maandeliks besoldigde werknemer, voor of op die eerste dag van die kalendermaand en word van krag op die eerste dag van 'n kalendermaand;

Met dien verstande dat—

- (i) die tydperk van kennisgewing nie mag saamval met 'n werknemer se afwesigheid op verlof wat ingevolge die bepalings van klousule 6 toegestaan is nie, en mag ook nie dan gegee word nie;
- (ii) kennis nie gegee mag word terwyl 'n werknemer afwesig is op siekteverlof nie wat toegestaan is ingevolge die bepalings van klousule 7; en
- (iii) dat waar slegs 24 uur kennisgewing nodig is, die kennis gegee kan word op enige werkdag.

(4) Vir die toepassing van hierdie klousule beteken „loon” die werknemer se loon plus sy lewenskostetoelae.

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak anders as deur die dros van die werknemer beëindig word, moet 'n werkgewer sy werknemer, uitgesonderd 'n daaglikse werknemer, 'n dienssertifikaat gee wat wesenlik in die vorm is wat in die bylae van hierdie Vasstelling voorgeskryf is en die volle name van die werkgewer en sy werknemer, die werksoort van die werknemer, die datum waarop werk begin en die kontrak beëindig is en die besoldigingskaal ten tye van sodanige beëindiging aantoon.

goggles, gloves, footwear and ointment as may be necessary adequately to protect the employee against such exposure and shall, free of charge, maintain such articles in serviceable condition and any such article shall remain the property of the employer.

(2) An employer shall supply and maintain in serviceable condition, free of charge, any uniforms, overall, washing coat, apron, cap, boots or protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide to his employee and any such article shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first two weeks of employment, twenty-four hours' notice;
- (b) in the case of a weekly paid employee, one week's notice after the first two weeks of employment;
- (c) in the case of a monthly paid employee, one month's notice after the first two weeks of employment;

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

- (i) in the case of twenty-four hours' notice the daily wage which the employee is receiving at the date of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;
- (iii) in the case of a month's notice, 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 an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than prescribed in this clause;
- (iii) the operation of any forfeitures 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, for the purpose of an employer paying an employee in lieu of notice, be deemed to mean “would have received at the date of such termination if no deductions had been made in respect of short-time”.

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

(3) The notice prescribed in sub-clause (1) shall be given—

- (a) in the case of a weekly paid employee, on or before the usual pay day of the establishment for such employee and shall commence to run from the day after such pay day;
- (b) in the case of a monthly paid employee, on or before, and shall commence to run from, the first day of a calendar month;

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

(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 through the desertion of an employee, furnish his employee, other than a daily 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 dates of commencement and termination of the contract and the employee's weekly wage at the date of such termination.

14. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

BYLAE.

Ek/Ons (a) _____
 wat die bedryf van (b) _____
 beoefen te _____
 sertifiseer hierby dat _____
 in diens was by my/ons vanaf die _____ dag van _____
 19 _____ tot die _____
 dag van _____ 19 _____
 in die beroep van _____
 By diensbeëindiging was sy/haar (a) loon (lewenskostetoelae uit-
 gesluit) _____ pond _____ sjielings
 pennies per week.

Handtekening van werkgewer
 of gemagtigde verteenwoordiger.

Datum _____

- (a) Skrap wat nie van toepassing is nie.
 (b) Noem die bedryf bv. Gasvervaardiging, Goederevervoer,
 Padmaak.

No. 1150.] [24 Julie 1959.
 WET OP FABRIEKE MASJINERIE EN BOUWERK,
 1941.

ONGESKOOLDE ARBEID.—WITWATERSRAND EN
PRETORIA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, hande-
 lende kragtens subartikel (1) van artikel twee-en-twintig
 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941,
 verklaar hierby dat die bepalings van die Vastelling vir
 Ongeskoolde Arbeid, bekendgemaak by Goewermements-
 kennisgewing No. 1149 van 24 Julie 1959, nie vir die
 persone wie se werkure daarby gereël word, minder
 gunstig as die ooreenstemmende bepalings van genoemde
 Wet is nie.

J. DE KLERK,
 Minister van Arbeid.

14. PROHIBITION OF EMPLOYMENT.

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

SCHEDULE.

I/We (a) _____
 carrying on trade as (b) _____
 at _____
 hereby certify that _____
 was employed by me/us (a) from the _____ day of _____
 19 _____ to the _____
 day of _____ 19 _____
 in the occupation of _____

At the termination of employment his/her (a) wage, exclusive of
 cost of living allowance, was _____ pounds
 shillings _____ pence per week.

Signature of Employer or
 Authorised Representative.

Date _____

- (a) Delete whichever inapplicable.
 (b) State the nature of trade, e.g. Gas Manufacture, Transportation
 of Goods, Road Making.

No. 1150.] [24 July 1959.
 FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.

UNSKILLED LABOUR.—WITWATERSRAND AND
PRETORIA.

I, JOHANNES DE KLERK, Minister of Labour, acting in
 terms of sub-section (1) of section twenty-two of the
 Factories, Machinery and Building Work Act, 1941,
 hereby declare the provisions of the Determination for
 Unskilled Labour published under Government Notice
 No. 1149 of the 24th July, 1959, to be not less favourable
 to the persons whose hours of work are regulated thereby
 than the relative provisions of the said Act.

J. DE KLERK,
 Minister of Labour.



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