



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(Registered at the Post Office as a Newspaper)

Vol. CXC VII.]

PRYS 6d.

PRETORIA, 25 SEPTEMBER 1959.

PRICE 6d.

[No. 6286.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1529.]

[25 September 1959.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 189.

ONGESKOOLDE ARBEID, OOS-LONDEN.

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 19de dag van Oktober 1959 bepaal het as die datum waarop die bepaling 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 die landdrostdistrik Oos-Londen in enige van die ondergenoemde bedrywe:—

- (1) Brugbou;
- (2) bunkerwerk;
- (3) sloping van geboue;
- (4) uitgrawe of gelykmaak van grond;
- (5) munisipale of afdelingsraadondernemings (met inbegrip van munisipaliteite, afdelingsrade, dorpsbesture, plaaslike besture en komitees van plaaslike gebiede);
- (6) voorbereiding van terreine vir bou- of ander doeleindes;
- (7) klipbrek of klipvergruising;
- (8) padmaak;
- (9) passasiers- of goedervervoer;
- (10) opbrek van ou metaal;
- (11) mark- en kommissieagentskappe;
- (12) skeepagentskappe;
- (13) bottel van bier;
- (14) vervaardiging of verspreiding van gas;
- (15) verhuur van kantore;
- (16) vervaardiging of herstel van goeiing- of jutesakke;
- (17) uitgrawe, uitpomp, verkoop of aflewering van sand of gruis;
- (18) herwinning van afvalpapier;
- (19) vervaardiging of verspreiding van roomys;

en op die werkgewers van sodanige werknemers: Met dien verstande dat dit nie van toepassing is op werknemers wat in die klipbrek- of klipvergruisingbedryf in die munisipale gebied van Oos-Londen in diens is nie.

2. WOORDOMSKRYWINGS.

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

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

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1529.]

[25 September 1959.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 189.

UNSKILLED LABOUR, EAST LONDON.

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 19th day of October, 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 who perform unskilled labour in the Magisterial District of East London in any of the undermentioned trades:—

- (1) Bridge-building;
- (2) bunkering;
- (3) demolition of buildings;
- (4) excavating or levelling soil;
- (5) municipal or divisional council undertakings (including municipalities, divisional councils, village management boards, local boards and local area committees);
- (6) preparing sites for building or other purposes;
- (7) quarrying or stone crushing;
- (8) roadmaking;
- (9) transportation of passengers or goods;
- (10) breaking up of scrap metal;
- (11) market and commission agencies;
- (12) shipping agencies;
- (13) beer bottling;
- (14) manufacture or distribution of gas;
- (15) letting of offices;
- (16) manufacturing or mending hessian or jute bags;
- (17) excavating, pumping, selling or delivering of sand or gravel;
- (18) waste paper recovery;
- (19) ice-cream manufacture or distribution;

and to the employers of such employees: Provided that it shall not apply to employees employed in the trade quarrying or stone crushing in the municipal area of East London.

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;

„lewenskostetoelae” die toelae voorgeskryf in Oorlogsmaat-reël No. 43 van 1942, soos gewysig, en soos vertolk ingevolge die bepaling 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 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 lughawediensie 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 noodgeval;
- (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 Havens behoort;

„bedryfsinrigting” ’n perseel waarin of in verband waarmee een of meer werknemers in diens is in een of meer van die bedrywe in klousule 1 genoem;

„wet” ook die gemene reg;

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

„stukwerk” ’n stelsel waarkragtig ’n werknemer se besoldiging gebaseer word op die hoeveelheid of omvang van die gedane werk;

„korttyd” ’n tydelike vermindering in die getal gewone werke 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, met betrekking tot—

A. 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 middels vasstamp;

B. Bunkerwerk—

- (1) skeepsruime oopmaak, skoonmaak of vir laai gereedmaak;
- (2) spoorwegwaens stoot, oop- of toemaak;

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. Munisipale of afdelingsraadondernemings (met inbegrip van munisipaliteite, afdelingsrade, dorpsbesture, plaaslike besture en komitees van plaaslike gebiede)—

- (1) artikels, geboue of toerusting met die hand teer;
- (2) skoorstene onder toesig verf;
- (3) steenkoolstortgeute oop- of toemaak;
- (4) steiers onder toesig oprig;
- (5) padtekens oprig of uithang of waarskuwingslampe opstel;
- (6) pype onder toesig afsaag of skroefdraad daaraan sny;
- (7) gifstowwe spuit, sprei of aanwend;
- (8) ontsmettings- of reinigingsmiddels aanwend;
- (9) die verrigtings van enige werk wat in items A tot C en E tot N van dié opdrag genoem word;

E. Klipbreek of klipvergruising—

- (1) trekwerk doen, behalwe meganiese trekwerk (windas), met inbegrip van sinjale gee;
- (2) remskoene en remme bedien;
- (3) monsters bymekaarmaak;
- (4) as lokomotiefsinjalman optree;

„cost of living allowance” means the allowance prescribed in War Measure No. 43 of 1942, as amended, and as construed in terms of section two of the War Measures continuation Act, 1948, and paragraph (b) of section two of the War Measures Continuation Act, 1950, or, where an employer regularly pays an employee a cost of living allowance higher than that so prescribed, it means such higher allowance;

„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, 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 usual meaning of the expression whatsoever, in relation to—

A. 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;

B. Bunkering—

- (1) opening, cleaning or preparing ships’ holds for loading;
- (2) pushing, opening or closing railway trucks;

C. Demolition of buildings—

- (1) loosening or taking down any kind of roof tiling, corrugated iron sheets, asbestos sheeting or other roofing material;
- (2) loosening or taking 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. Municipal or divisional council undertakings (including municipalities, divisional councils, village management boards, local boards and local committees)—

- (1) tarring articles, buildings or equipment by hand;
- (2) painting chimneys under supervision;
- (3) opening or closing coal chutes;
- (4) erecting scaffolding under supervision;
- (5) erecting or hanging out road signs or putting up warning lamps;
- (6) cutting or threading pipes under supervision;
- (7) spraying, spreading or applying toxins;
- (8) applying disinfecting or cleaning substances;
- (9) the performance of any work mentioned in paragraphs A to C and E to N of this definition;

E. Quarrying or stone crushing—

- (1) attending haulage, other than mechanical haulage (winch driving) including signalling;
- (2) spragging or braking;
- (3) collecting samples;
- (4) acting as locomotive signalman;

- (5) met die hand boor;
- (6) smidsblaasbalk bedien;
- (7) dryfrieme afneem of opsit, maar nie dryfrieme herstel of las nie;
- (8) met die hand poleer; met die hand met 'n karborundsteen vryf;
- (9) vervoerband of storter bedien;
- (10) met handmasjiën gate in leiklip maak;
- (11) met handguillotine lei- of dakteëls op die lyn sny; dakteëls splyt;
- (12) leiklip met behulp van leipatrone afmerk;
- (13) leiklip volgens merke afmerk;
- (14) leiklip op plaat van poleermasjiën in posisie stel, plaat neerdruk en sand voer;
- (15) rande van leiklip vorm deur dit teen skuurpapiermasjiën te druk;
- (16) bediening van handpers, en vaslym; leiklip-oppervlakte teen skuurpapiermasjiën druk;
- (17) draaiende band teen leiklip druk; leiklip met die hand lineer;
- (18) skyf in gietvorm sit, mengsel warmmaak, deksel op gietvorm sit en met die hand die pers pomp;
- (19) lonte aansteek;

F. Passasiers- of goederevervoer—

- (1) passasiersvoertuie uitvee, was, afstof of poleer;
- (2) brandstoftens volmaak, oliebakke leegtap of volmaak;
- (3) batterye afhaal, volmaak of terugsit;
- (4) domikrag of hystoestel gebruik om voertuie of vrage te hys of te laat sak;

G. Opbrek van ou metaal—

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

H. Mark- en kommissieagentskappe—

- (1) groente, vrugte, pluimvee, blomme of ander plaasprodukte sorteer, verpak of uitstal;

I. Bottel van bier—

- (1) pype koppel of ontkoppel, vas- of losskroef;
- (2) pype verlê, regsit, sleep of in posisie plaas;

J. Vervaardiging of 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 losskroef;
- (6) filterperse oop- of toemaak of filterdocke verwyder of vervang;

K. Vervaardiging of herstel van going- of jutesakke—

- (1) sakke tel, skoonmaak of met die hand lap of herstel;
- (2) sakke met die hand of masjiën sny;
- (3) going of jute met die hand pluig;
- (4) enige onsuiverheid met die hand uit going of jute verwyder;

L. Uitgrawe, uitpomp, verkoop of aflewering van sand of gruis—

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

M. Herwinning van afvalpapier—

- (1) afvalpapier in sakke, bale, kaste of ander houers stop;
- (2) afvalpapier sorteer of in sakke of bale pers of bind;

N. Vervaardiging of verspreiding van roomys—

- (1) houers of papier vou;
- (2) konkas, tenks, pype of ander houers met stoom verhit;
- (3) met die hand of handmasjiën omroer;
- (4) uitskep;

O. Al die bedrywe in klousule 1 genoem—

- (1) posseëls op briewe, pakkette of ander artikels plak;
- (2) briewe, omsendbriewe, dokumente, biljette, 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 houer oopmaak of toemaak, volmaak of leegmaak; etikette op sulke houers of ander artikels plak of dit merk, brandmerk, stempel of sjabloneer;
- (4) deure of vensters oop- of toemaak;

- (5) drilling by hand;
- (6) operating forge bellows;
- (7) removing or replacing belts, but not repairing or joining ends of belts;
- (8) polishing by hand, rubbing by hand, using carborundum stone;
- (9) minding a conveyor or tripper;
- (10) punching holes in slate by hand-operated machine;
- (11) cutting slate or roof tiles to line by hand-operated guillotine; splitting roofing slate;
- (12) marking slate according to template;
- (13) cutting slate according to marks;
- (14) fixing slate on plate of polishing machine, pressing down plate and feeding sand;
- (15) shaping edges of slate by pressing against sand-papering machine;
- (16) operating hand press and glueing; pressing slate front against sandpaper;
- (17) pressing moving belt against slate, ruling slate by hand;
- (18) placing disc on mould, heating mixture, placing lid on mould and pumping press by hand;
- (19) lighting fuses;

F. Transportation of passengers or goods—

- (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 or loads;

G. Breaking up 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;

H. Market and commission agencies—

- (1) sorting, packing or displaying vegetables, fruit, poultry, flowers or other farm produce;

I. Beer bottling—

- (1) connecting or disconnecting, screwing or unscrewing pipes;
- (2) moving, placing or dragging pipes in position;

J. 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;

K. 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;

L. Excavating, pumping, selling or delivering of sand or gravel—

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

M. 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;

N. 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) lading;

O. All trades mentioned in clause 1—

- (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 typing 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 stencelling such container or other articles;
- (4) opening or closing doors or windows;

- (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, houters of ander artikels skoonmaak of was en dit sluit in meubels opvryf en tapete 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, driewieler of handvoertuig aflewer of vervoer;
- (9) kampongs, latrines, stalle of buitegeboue witkalk, skoonmaak of ontsmet;
- (10) laai of aflaai;
- (11) vuurmaak of vure 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 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 kruiwaens 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 handhystoestel of goederehysbak met die hand bedien; 'n vervoerband of platform met die hand voer of daarvan afneem;
- (20) sanitêre emmers verwyder, leegmaak, skoonmaak of terugplaas;
- (21) goedere volgens voorafbepaalde gewig by herhaling weeg, of goedere volgens voorafbepaalde maat by herhaling weeg;
- (22) artikels van gelyke grootte en getal verpak in houters wat spesiaal gemaak is om sodanige artikels te bevat;
- (23) klaargemaakte karton- of veselborddose of soortgelyke houters 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 kruiwaens 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 sit en vasmaak;
- (27) bottels of soortgelyke houters in outomatiese of halfoutomatiese wasmasjiens 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; boomstompe uitgrawe;
- (29) bakstene, klippe of beton met hamers, troffels of ander gereedskap skoonmaak of afvlak;
- (30) kruiwaens, 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 losbout; koekepanhystoestel bedien;
- (34) sement of beton in vorms vasstamp of beton in fondamente vasstamp, onderdele van vorms vir sement- of betonprodukte aanmekaarabout of op 'n ander manier saamvoeg of vorms uitmekaarhaal;
- (35) artikels, lêe 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 toilet papier vervang;
- (40) draad, tou of goingsak met die hand sny;
- (41) bokseile oorgooi of afhaal;
- (42) pale, draad of gereedskap dra;
- (5) carrying, pulling, pushing, hauling, packing, stacking, rolling, moving or burying any article, 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 in 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 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 excavation 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) 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 hands;
- (41) covering with or removing tarpaulins;
- (42) carrying poles, wire or tools;

„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 werkgewer aan sy werknemer gereeld ’n bedrag betaal wat hoër is as dié in klousule 3 (1) voorgeskryf ten opsigte van sodanige gewone werkure, beteken dit die hoër bedrag.

(2) By die toepassing van hierdie Vasstelling word daar 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 en sy werknemers moet betaal, is soos volg:—

	In die Munisipale Gebied van Oos-Londen.	In die res van die Landdros- distrik Oos-Londen.
	Per dag. s. d.	Per dag. s. d.
(a) Daaglikse werknemer.....	7 0	5 0
	Per week. £ s. d.	Per week. £ s. d.
(b) Vroulike werknemer.....	1 2 6	1 0 0
(c) Manlike werknemer onder 18 jaar..	1 2 6	1 0 0
(d) Enige ander werknemers (uitge- sonderd ’n nagwag)—		
gedurende die eerste twaalf maande ononderbroke diens by dieselfde werkgewer.....	1 17 6	1 7 6
gedurende die tweede twaalf maande ononderbroke diens by dieselfde werkgewer.....	1 18 6	1 8 6
gedurende die derde twaalf maande ononderbroke diens by dieselfde werkgewer.....	1 19 6	1 9 6
daarna gedurende ononderbroke diens by dieselfde werkgewer..	2 0 6	1 10 6

(e) Nagwag.—’n Nagwag se loon is dié voorgeskryf in paragraaf (d) hiervan plus minstens vyf shillings per week, of, indien hy ’n daaglikse werknemer is, die loon voorgeskryf in paragraaf (a) hiervan plus minstens een shilling per dag: Met dien verstande dat die uitdrukking „dag” by die toepassing van hierdie paragraaf ’n tydperk van vier-en-twintig agtereenvolgende uur beteken, bereken vanaf die tyd wanneer die werknemer met sy werk begin.

(f) By die toepassing van hierdie subartikel word daar geag dat diens begin vanaf die datum van die inwerkingtreding van hierdie Vasstelling of vanaf die datum waarop ’n werknemer by sy werkgewer in diens tree, na gelang van die jongste, en dat dit nie onderbreek mag word nie deur enige tydperk of tydperke waartydens ’n werknemer—

- afwesig is met verlof ooreenkomstig klousule 6;
- afwesig is met siekteverlof ooreenkomstig klousule 7;
- afwesig is op las of op versoek van sy werkgewer;
- om enige rede afwesig is met die toestemming of goedkeuring van sy werkgewer vir ’n tydperk van hoogstens drie maande, en daar sal geag word dat die uitdrukking „diens” enige tydperk of tydperke van afwesigheid in items (i), (ii) en (iii) hiervan vermeld, omvat.

(g) Ondanks andersluidende bepalings 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 dié dag agt en ’n half uur of minder gewerk het of vir die werk beskikbaar was: Met dien verstande dat as van hom verwag was 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 aan ’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 ure in klousule 5 vir hom voorgeskryf, of minder gewerk het.

(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 werkure wat hy gewoonlik in ’n week werk.

(4) Fietsloae.—’n Werkgewer 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 shillings en ses pennies per week aan die werknemer betaal, of, as die werknemer ’n daaglikse werknemer is, minstens nege pennies per dag.

“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 purpose 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 Municipal Area of East London.	In the rest of the Magisterial District of East London.
	Per Day. s. d.	Per Day. s. d.
(a) Daily employee.....	7 0	5 0
	Per Week. £ s. d.	Per Week. £ s. d.
(b) Female employee.....	1 2 6	1 0 0
(c) Male employee under the age of 18 years.....	1 2 6	1 0 0
(d) Every other employee (other than a night watchman)—		
during the first twelve months of uninterrupted employment with the same employer.....	1 17 6	1 7 6
during the second twelve months of uninterrupted employment with the same employer.....	1 18 6	1 8 6
during the third twelve months of uninterrupted employment with the same employer.....	1 19 6	1 9 6
thereafter during uninterrupted employment with the same employer.....	2 0 6	1 10 6

(c) Night watchman.—The wage of a night watchman shall be that prescribed in paragraph (d) hereof plus not less than five shillings per week, or, if he is a daily employee the wage prescribed in paragraph (a) hereof plus not less than one shilling per day: Provided that for the purposes of this paragraph the expression “day” means a period of twenty-four consecutive hours reckoned from the time the employee commences work.

(f) For the purposes of this sub-clause employment shall be deemed to commence from the date of the coming into operation of this Determination or from the date on which an employee enters his employer’s service, whichever is the later, and not to be interrupted by any period or periods during which an employee is—

- absent on leave in terms of clause 6;
- absent on sick leave in terms of clause 7;
- absent on the instructions or at the request of his employer;
- absent with the consent or condonation of his employer for any cause for a period not exceeding three months, and the expression “employment” shall be deemed to include any period or periods of absence referred to in items (i), (ii) and (iii) hereof.

(g) 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 purpose of this clause the contract of employment of an employee, other than a daily employee, shall be on a weekly basis 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 of work 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 in a 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 his 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 and sixpence per week, or, if the employee is a daily employee, not less than ninepence per day.

(5) *Onderhoudstoelae.*—'n Werkgever moet, benewens enige ander besoldiging verskuldig aan sy werknemer wat huismeeubels verpak, uitpak, laai, aflaai of vervoer en wat op enige reis in die uitvoering van sy pligte, vir 'n tydperk wat oor een of meer nagte strek van sy woonplek of sy werkgever se bedryfsinrigting afwesig is, 'n onderhoudstoelae van minstens die volgende betaal:—

- (i) Vier sjielings en ses pennies vir elke nag van sodanige afwesigheid; en
 - (ii) een sjieling vir elke maaltyd wat noodwendig gedurende sodanige afwesigheid genuttig word.
- (b) By die toepassing van hierdie subklousule beteken die uitdrukking „nag” die tydperk tussen 11 uur nm. en 4 uur vm.

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 in kontant, of met die toestemming van die werknemer, maandeliks in kontant betaal word gedurende werkure op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind.

(2) *Daaglikse werknemers.*—Die werkgever moet die besoldiging wat an sy daaglikse werknemers verskuldig is, by die voltooiing van die dag se werk 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, plek 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 by hom of by enige persoon of plek wat hy aanwys te loseer of in te woon of te loseer en in te woon nie.

(6) *Aftekings.*—'n Werkgever mag nie sy werknemer boetes opleë 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 afrekking 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 afrekking 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 afrekking van enige bedrag wat 'n werkgever kragtens enige wet of enige bevel van 'n bevoegde hof verplig of toegelaat word om te maak;
- (d) wanneer 'n werknemer toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig is om losies of inwoning en losies en inwoning van sy werkgever aan te neem, 'n afrekking van hoogstens die 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 werkure in klousule 5 voorgeskryf verminder word weens korttyd, 'n afrekking gelyk aan die uurloon van 'n werknemer, uitgesonderd 'n daaglikse werknemer, ten opsigte van elke uur van sodanige vermindering: Met dien verstande dat—

- (i) sodanige afrekking nie meer mag wees as een derde van die werknemer se weekloon nie, afgesien van die getal ure waarmee die gewone werkure aldus verminder word;
 - (ii) geen afrekking gedoen mag word nie in die geval van korttyd wat veroorsaak word deur 'n tekort aan grondstowwe, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - (iii) geen afrekking gedoen mag word nie 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 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgever sy werknemer op die vorige dag in kennis gestel het dat geen werk beskikbaar sal wees nie;
- (f) 'n afrekking van 'n bedrag gelyk aan sy dagloon ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte van Kersdag, waarop die werknemer op eie versoek toegelaat word om nie te werk nie.

(5) *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 shillings and sixpence for each night of such absence, and
- (ii) one shilling for each meal necessarily obtained during such absence.

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

4. PAYMENT OF REMUNERATION.

(1) *Employees, other than daily employees.*—Same as provided in clause 6 (4), an amount due to an employee, other than a daily employee, shall be paid in cash weekly or, with the consent of the employee, monthly 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 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) *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: 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 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.....	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 to the amount of the employee's, other than a daily employee, hourly wage in respect of each hour of such reduction: Provided—

- (i) 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;
 - (ii) that no deduction shall be made 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;
 - (iii) that no deduction shall be made 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, Ascension Day, the Day of the Covenant or Christmas Day, on which an employee at his own request is permitted not to work.

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

(1) *Gewone werkure.*—'n Werkgewer mag 'n werknemer nie verplig of toelaat om meer as die volgende gewone werkure te werk nie—

- (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 enige ander werknemer—

- (i) ses-en-veertig in enige 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 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 een en 'n half uur op enige sodanige dag;

maar so dat die gewone werkure hoogstens ses-en-veertig per week is.

(2) By 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 vanaf die tyd 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 langer as vyf uur onafgebroke te werk sonder 'n etensonderbreking van minstens een uur nie; wanneer die werknemer nie verplig of toegelaat mag word om enige werk te doen nie, en die onderbreking mag nie as deel van die gewone werkure van die werknemer beskou word nie: Met dien verstande dat—

- (i) as die onderbreking langer as een en 'n kwart uur is, tyd wat langer as dit duur, as deel van die gewone werkure beskou moet word;
- (ii) werktye wat onderbreek word deur tussenpose van minder as een uur as aaneenlopend beskou moet word;
- (iii) '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 ooreenkomst by die Afdelingsinspekteur Departement van Arbeid, Oos-Londen, ingedien het, kan die etensonderbreking 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, indien sodanige onderbreking langer as drie uur duur, enige tydperk van meer as drie uur beskou moet word as deel van die gewone werkure.

(4) *Werkure moet opeenvolgend wees.*—Behoudens soos bepaal in subklousule (3) moet alle werkure van 'n werknemer op enige dag opeenvolgend 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) *Bepanking van oortyd.*—(a) 'n werkgewer van 'n werknemer, uitgesonderd 'n daaglikse werknemer, wat in diens is vir verpak en uitpak, op- en aflaai of die vervoer van huismeeubels, mag die werknemer nie verplig of toelaat om oortydwerk van meer as vyftien uur in enige week vir meer as twee weke in 'n maand en ses en 'n half uur in die orige weke van die maand te werk nie, maar so dat die totale oortydure in 'n maand hoogstens drie-en-veertig mag wees.

(b) Behoudens die bepalinge van paragraaf (a) hiervan, mag 'n werkgewer '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, in die eerste twee uur wat meer is as ses-en-veertig in enige week wat deur 'n werknemer gewerk word wat of skofwerk aan 'n onafgebroke proses in diens is, buite rekening gelaat kan word.

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

(7) *Vroulike werknemers.*—Ondanks andersluidende bepalinge in hierdie klousule mag 'n werkgewer 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 een uur nm.
- (c) op enige dag meer as twee uur oortyd, behalwe dat 'n werknemer wat vyf dae per week werk, hoogstens vier uur oortyd op 'n Saterdag mag werk;
- (d) op meer as drie opeenvolgende dae in 'n week oortyd;
- (e) op meer as 60 dae in enige jaar oortyd;

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

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

- (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 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—

(I) that 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) that 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 purpose 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—

- (i) that 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) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (iii) that 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, East London, the meal interval may be so reduced;
- (iv) that 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, 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 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) 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 may 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.*—Notwithstanding anything to the contrary contained in this clause an employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;

- (f) op enige dag na voltooiing van haar gewone werkure meer as een uur oortyd tensy hy—
- sodanige werknemer voor twaalfuur middag op daardie dag daarvan in kennis gestel het; of
 - aan sodanige werknemer betyds 'n voldoende ete verskaf het sodat sy dit kan nuttig voordat sy met sulke oortyd moet begin; of
 - aan sodanige werknemer minstens twee sjelings en ses pennies betyds betaal het om 'n ete te kan verkry en nuttig voordat die oortyd moet begin.

(8) *Betaling vir oortyd.*—'n Werkgever 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 en 'n derde maal sy dagloon, gedeel deur agt en 'n half ten opsigte van elke uur of gedeelte van 'n uur aldus op enige dag gewerk;

Met dien verstande dat by die toepassing van hierdie subklousule daar geag word dat die uitdrukking „loon” die werknemer se loon plus sy lewenskostetoelae bereken.

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

(b) Die bepalinge van subklousule (3), (4) en (6) is nie van toepassing op 'n werknemer terwyl hy 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 subklousules (4), (6) en (7) is nie van toepassing op 'n vroulike werknemer wat in diens is by 'n hospitaal nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgever aan sy werknemer, uitgesonderd 'n daaglikse werknemer, ten opsigte van elke voltooië tydperk 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 aan sodanige werknemer ten opsigte van sodanige verlof 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 werkgever bepaal: Met dien verstande dat—

- as die 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 werkgever en sy werknemer daarop 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;
- is Nuwejaarsdag, Goë Vrydag, Hemelvaartsdag, 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;
- 'n werkgever 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 die skriftelike versoek van die werknemer kan 'n werkgever toelaat dat die jaarlikse verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens ooploop: Met dien verstande dat—

- dié versoek van die werknemer gerig word binne twee maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en
- dat die datum van die ontvangs van sodanige versoek op die versoekstuk aangeteken en met sy handtekening bekragtig word deur die werkgever wat die versoekstuk vir 'n tydperk van minstens drie jaar moet bewaar vanaf sodanige datum of, na gelang van die jongste datum, vanaf die datum van die verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het.

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

- before midday given notice thereof to such employee; or
- provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
- paid such employee not less than two shillings and sixpence in sufficient time to enable her to obtain and have 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 purpose of this sub-clause the expression “wage” means 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.

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

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 month's employment with him—

- in the case of a night watchman, twenty-one consecutive calendar days annual leave;
- in the case of every other employee fourteen consecutive calendar days annual 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 prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided—

- that, if such leave has 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 agree 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;
- that the period of leave shall not be concurrent with sick leave granted in terms of clause 7;
- that, if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount not less than his daily wage in respect of each such day added;
- that 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 written request of an employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

- 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
- that the date of the receipt of such request is 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) Die bepalinge van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule genoem.

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die 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 gedurende 'n dienstydperk van twaalf 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 12 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) Aan '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 die beëindiging.

(7) By die toepassing van hierdie klousule, word daar geag dat die uitdrukking „diens” 'n tydperk omvat ten opsigte waarvan die werkgewer ingevolge die bepalinge 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 diens word geag te 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 bepalinge in hierdie klousule, kan 'n werkgewer vir die doeleindes van jaarlikse verlof, te 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 beskou word dat sy diens begin het op die datum van die sluiting van die bedryfsinrigting.

(c) By die toepassing van hierdie subklousule beteken die uitdrukking „bedryfsinrigting” enige perseel in of in verband waarmee een of meer werknemers in diens is in enige afdeling of seksie van sodanige bedryfsinrigting.

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

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 twintig werkdag siekteverlof;
- (b) in die geval van elke ander werknemer, altesaam minstens vier-en-twintig werkdag siekteverlof;

(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 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 commencement of the leave.

(5) An employee whose contract of employment terminates during any period of twelve months' employment before the period or 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 an amount of 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, and
- (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 in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid 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 purpose 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 annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the latter.

(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 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 purpose of this sub-clause, the expression “establishment” means in respect of a municipal undertaking any premises in or in connection with which one or more employees are employed in any department or section of such undertaking.

(9) For the purpose 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,

gedurende elke kringloop van vier-en-twintig opeenvolgende maande diens by hom en hy moet sodanige werknemer ten opsigte van enige tydperk van afwesigheid hierkragtens 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 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 die se skriftelike versoek 'n werkgever bydraes maak van minstens net soveel as dié deur die werknemer gedoen aan enige fonds of organisasie deur die werknemer benoem, 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 oplooskaal, soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule, hoef te oorskry nie;
- (iii) dat wanneer 'n werkgever ingevolde 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 kragtens hierdie klousule afgetrek mag word;
- (iv) dat, indien 'n werkgever 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 bepaling 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 kragtens 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 Werkgever mag, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag geëis kragtens 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 praktisyn 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 kragtens hierdie klousule geëis het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die eersvolgende agt weke, as 'n voorafgaande voorwaarde vir die betaling deur hom van enige bedrag deur die werknemer kragtens 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 werkgever 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 werkgever moet, as hy dit nie alreeds gedoen het nie, by die verstrikking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstrikking, aan hom ten opsigte van sodanige bykomende tydperk van afwesigheid weens ongeskiktheid betaal namate die siekteverlof wat by sodanige verstrikking of beëindiging opgeloop het, nog nie geneem is nie.

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

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

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

en wat in enige jaar altesaam hoogstens tien weke kan beloop, en enige dien tydperk wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum waarop hierdie Vasstelling in werking tree, moet by die toepassing van hierdie klousule beskou word as diens kragtens hierdie Vasstelling, en enige siekteverlof met volle besoldiging wat gedurende die tydperk aan die werknemer toegestaan is, word geag kragtens hierdie Vasstelling toegestaan te gewees het;

„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;

„loon” beteken die werknemer se loon plus sy lewenskoste-toelae.

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 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 in 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 purpose 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 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 for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;

“wage” means the employee's wage plus his cost of living allowance.

8. OPENBARE VAKANSIEDAE EN SONDAE.

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

(2) Wanneer 'n werkgewer 'n werknemer verplig of toelaat om op Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, 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 is of toegelaat word om minder as vier uur op so 'n dag te werk, daar 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 werknemer hom of—

(i) dubbel sy dagloon betaal, 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 vir minder as vier uur op die Sondag te werk, daar beskou sal word dat hy vier uur gewerk het.

(4) Subklousule (3) is nie van toepassing nie op 'n werknemer wat in 'n munisipale onderneming werk in of in verband met enige persele wat nie as 'n fabriek geregistreer of registreerbaar is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en wat, uit die aard van sy werk, gereeld op Sondag dwarsdeur die jaar of gedurende 'n seisoen moet werk nie; maar die werkgewer van so 'n werknemer moet aan sodanige werknemer binne sewe dae van so 'n Sondag af wat hy gewerk het, een dag verlof toestaan en, behoudens die bepalings van klousule 4 (6) minstens die werknemer se weekloon betaal ten opsigte van die week waarin sodanige dag verlof voorkom.

(5) By 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 mag na minstens een week kennisgewing aan sy werknemer enige stukwerkstelsel invoer en, behoudens soos bepaal in klousule 4 (6), moet die werkgewer aan sodanige werknemer wat vir enige tydperk op die stukwerkstelsel in diens is, besoldiging betaal teen die skaal wat kragtens 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:—

(i) 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;

(ii) 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 tyd gewerk,

plus vyf persent.

(2) 'n Werkgewer moet op 'n opvallende plek in sy bedryfsinrigting 'n afskrif van die tariewe 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 waaroor aldus ooreengekom is.

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

10. TYDWERKSTELSEL.

Niks in hierdie Vasstelling mag so vertolk word dat dit die werkgewer verhoed om 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 werknemer hom kosteloos van die beskermende kleren, oorpakke, skermbrille, handskoene, skoene en self voorsien wat nodig is om die werknemer genoegsaam teen dié blootstelling te beskerm, en moet sodanige artikels kosteloos in 'n diensbare toestand hou en sodanige artikels bly die eiendom van die werkgewer.

(2) 'n Werkgewer 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 sodanige artikels bly die eiendom van die werkgewer.

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, Ascension Day, the 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, Ascension Day, the 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 in the aggregate 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 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 in the aggregate 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 in a municipal undertaking who works in or in connection with any premises not registered or registerable 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 employee within seven days of such a Sunday on which he works one day's leave and, subject to the provisions of clause 4 (6), shall pay such employee in respect of the week in which such day's leave falls not less than his weekly wage.

(5) For the purpose of this clause the expression "wage" means 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 (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—

(i) 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;

(ii) 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, 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. BEÏNDIGING VAN DIENSKONTRAK.

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

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

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

- (i) in die geval van vier-en-twintig uur kennisgewing, 'n bedrag gelyk aan die dagloon wat die werknemer ontvang op die datum van die beëindiging;
(ii) in die geval van 'n week kennisgewing, een bedrag gelyk aan 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 werkgewer of werknemer se reg om die kontrak sonder kennisgewing te beëindig om enige oorsaak wat regtens 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, daar beskou word dat die uitdrukking „wat die werknemer ontvang op die datum van die beëindiging” beteken „sou ontvang het op die datum van beëindiging as geen aftrekkings ten opsigte van korttyd gedoen is nie” vir die doel van die uitbetaling in plaas van kennisgewing deur die werkgewer aan die werknemer.

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

(3) Die kennisgewing wat in subklousule (1) voorgeskryf is moet op 'n werkdag gegee word en tree in werking vanaf die dag waarop die gegee is:

Met dien verstande dat—

- (i) die tydperk van kennisgewing nie mag saamval met en kennis ook nie gegee mag word nie gedurende 'n werknemer se afwesigheid op verlof wat ingevolge die bepalings van klousule 6 toegestaan is;
(ii) kennis nie gegee mag word terwyl 'n werknemer afwesig is op siekteverlof wat toegestaan is ingevolge die bepalings van klousule 7 nie.

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

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

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak anders as deur die dros van 'n 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 werknemer se weekloon ten tye van sodanige beëindiging aantoon.

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 (b) _____ uitoefen
te _____
sertifiseer hiermee dat _____
by my/ons (a) in diens was vanaf die _____ dag
van _____ 19 _____ tot
die _____ dag van _____ 19 _____
in die hoedanigheid van _____

By diensbeëindiging was sy/haar (a) loon (lewenskostetoelae uitge-sluit) _____ pond _____ shillings
_____ pennies per week.

Handtekening van werkgewer of
gemagtigde verteenwoordiger.

Datum _____

- (a) Skrap wat nie van toepassing is nie.
(b) Verstrek die aard van bedryf, bv. gasvervaardiging, goedere-vervoer, padmaak, munisipale onderneming.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first four weeks of employment, not less than twenty-four hours;
(b) after the first four weeks of employment, not less than one week's;

notice 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, an amount equal to the daily wage which the employee is receiving at the date of such termination;
(ii) in the case of a week's notice an amount equal to the weekly wage which the employee is receiving at the date of such termination;

Provided that this shall not effect—

- (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 that prescribed in this clause;
(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

Provided further than 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 on a work day and shall take effect from the day on which it is given:

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.

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

(5) This clause shall not apply to a daily employee.

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 date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

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, municipal undertaking.

No. 1530.]

[25 September 1959.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

ONGESKOOLDE ARBEID, OOS-LONDEN.

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. 1529 van 25 September 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.

No. 1530.]

[25 September 1959.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

UNSKILLED LABOUR, EAST LONDON.

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. 1529 of the 25th September, 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.

Wette van die Unie van Suid-Afrika, 1958

GEOUTORISEERDE UITGAWE

*met Alfabetiese Inhoudsopgawe en Tabel van Wette, ens.,
deur hierdie Wette Herroep en Gewysig*

Half gebonde in Kalfsleerband, 20s. (Engels en Afrikaans)

VERKRYGBAAR BY DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

Statutes of the Union of South Africa, 1958

PUBLISHED BY AUTHORITY

*With Table of Alphabetical Contents and Tables of Laws, etc.,
Repealed and Amended by these Statutes*

Half-bound in Law Calf, 20s. (English and Afrikaans)

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN



Wapen van die
Unie van Suid-Afrika
In Kleure

Groot 11½ duim by 9 duim

+
*Herdruk volgens plan opgemaak
deur die Kollege van Heraldiek*

+
PRYS:

4s. per kopie, posvry in die Unie
4s. 6d. per kopie buite die Unie

Verkrygbaar by die Staatsdrukker
Pretoria en Kaapstad



Union of South Africa
Coat of Arms
In Colours

Size: 11½ inches by 9 inches

+
*Reprinted to design prepared
by the College of Herald*

+
PRICE:

4s. per copy, post free within the Union
4s. 6d. per copy outside the Union

Obtainable from the Government Printer
Pretoria and Cape Town

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien $3\frac{1}{2}\%$ rente op die maandelikse balans, waarvan tot £50 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 1/- te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Unie gedoen kan word.

Die maksimum belegging per persoon is £2,000 vir elke finansiële jaar.

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns $3\frac{1}{2}\%$ interest on the monthly balance, of which interest up to £50 per annum is *Free of Income Tax*.

The first deposit need be no more than 1/-. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Union.

The maximum holding per individual is £2,000 for each financial year.

Publikasies

wat deur die STAATSDRUKKER uitgegee word,
handel oor 'n verskeidenheid van onderwerpe
wat vir Boere, Prokureurs, Onderwysers,
Besigheidsmense, Nyweraars en die Algemene
Publiek van groot belang is

Hierdie publikasies sluit die volgende in:—

- ★ Offisiële Jaarboek van die Unie van Suid-Afrika
- ★ Gedenkwaardighede van Suid-Afrika
- ★ Die Afrikaanse Woordeboek
- ★ Blomplante van Suid-Afrika
- ★ Argiefjaarboek van Suid-Afrikaanse Geskiedenis
- ★ Handel en Nywerheid (*Maandeliks*)

Asook

Geologiese Publikasies
Wette en Regulasies
Landkaarte
Statistiese Verslae
Loonvasstellings
Gekose Komitee Verslae
Departementele Verslae (*Jaarliks*)
Kommissie Verslae, ens.

Verdere besonderhede en pryse aangaande hierdie publikasies is verkrygbaar van die STAATSDRUKKER, Pretoria of Kaapstad

Publications

issued by the GOVERNMENT PRINTER deal with
various subjects of great interest to Businessmen,
Industrialists, Farmers, Attorneys, Teachers and
the Public in General

These publications include the following:—

- ★ Official Year Book of the Union of South Africa
- ★ The Monuments of South Africa
- ★ Die Afrikaanse Woordeboek
- ★ Flowering Plants of Africa
- ★ Archives Year Book for South African History
- ★ Commerce and Industry (*Monthly*)

Also

Geological Publications
Acts and Regulations
Maps
Statistical Reports
Wage Determinations
Reports of Select Committees
Departmental Reports (*Annual*)
Commission Reports, etc.

Further particulars regarding these publications and prices are obtainable from the GOVERNMENT PRINTER, Pretoria or Cape Town

Leesstof vir die Boer en sy Vrou!

Die Departement van Landbou, Pretoria, publiseer die volgende gesinsblad (in Afrikaans en Engels) in belang van boere in die besonder, van die landbou-bedryf in die algemeen en van alle vroue—

BOERDERY in Suid-Afrika

waarby ingelyf is „Die Vrou en haar Huis”

'n Maandblad bevattende kort, praktiese artikels, spesiaal bedoel vir die boer en sy vrou wat goeie, deskundige advies verlang en geskryf in eenvoudige, nie-tegniese taal; ryklik toegelig met foto's Elke boer behoort met sy Departement in voeling te bly en die advies te verkry wat dit in staat is om te gee, deur middel van—



INTEKENGELD in die Unie van Suid-Afrika (met inbegrip van Suidwes-Afrika), 18s. per jaar.

Intekengeld kan direk aan die Hoof, Afdeling Publisiteit, Departement van Landbou, Posak 144, Pretoria, gepos word.

BOERDERY IN SUID-AFRIKA waarby ingelyf is „Die Vrou en haar Huis”

Reading matter for Farmer and Wife!

The Department of Agriculture, Pretoria, issues the following family publication (in English and Afrikaans) in the interest of farmers in particular, for the agricultural industry in general and for every woman—

FARMING in South Africa

incorporating “The Woman and her Home”

A monthly Journal of short, practical articles, intended particularly for the farmer and his wife who want sound, expert advice in plain, non-technical language; richly illustrated with photo's Every farmer should keep in touch with his Department, and obtain the advice it is able to give, by reading—



SUBSCRIPTIONS in the Union of South Africa (including South West Africa), 18s. per annum.

Subscriptions may be posted direct to the Chief, Division of Publicity, Department of Agriculture, Private Bag 144, Pretoria.

FARMING IN SOUTH AFRICA incorporating “The Woman and her Home”