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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 284.] [26 Februarie 1960.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 197.

VLEISBEDRYF, BLOEMFONTEIN.

In opdrag van die Minister van Arbeid word hierby, ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn, ten opsigte van die Vleisbedryf gemaak het en die 21ste dag van Maart 1960 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie Vasstelling is in die munisipale gebied van Bloemfontein van toepassing op werknemers in die Vleisbedryf en op die werkgewers van sodanige werknemers, maar nie op werkgewers en werknemers ten opsigte van werk waarop Loonvasstelling No. 157 (Koelkamernywerheid en Nywerheid vir die Bereiding van Spek en/of Vervaardiging van Kleingoedere) van toepassing is nie.

2. WOORDOMSKRYWING.

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

„arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Persele, voertuie, gerei, gereedskap of masjinerie skoonmaak;
- (b) lewende hawe voer, water gee, oppas of aanjaag;
- (c) lewende diere skoonmaak of karkasse afwas;
- (d) diere in- of uitspan;
- (e) vleis, gerei, materiale, huide of velle dra, toedraai of opstapel, of vleis, huide of velle sout;
- (f) goedere, vleis of lewende hawe op- of aflaai;
- (g) vure maak of stook, of vuilgoed of as verwyder;
- (h) deure van koelkamers oop- of toemaak;
- (i) karkasse ophys of sleep op ’n ander manier as deur middel van meganiese kragtoestelle;
- (j) goedere, briewe of boodskappe aflewer op ’n ander manier as deur middel van ’n motorvoertuig wat hy self bestuur;
- (k) afval, huide of velle skoonmaak of sorteer;
- (l) pluimvee doodmaak, pluk of skoonmaak, of vis skoonmaak;
- (m) vleis vir maal opsnij, bene skoonmaak, vleismeule voer of leegmaak of worsomhulsels oopvou;
- (n) wors of polonies toebring, sopvleis opsaag, bene stukkend kap, vet opsnij of smelt, of vet deur masjiene stuur;
- (o) horings van karkasse verwyder;
- (p) oorpakke, uniforms of beskermende klere was;

„bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in enige afdeling van die vleisbedryf in diens is;

„besteller” ’n werknemer wat goedere op ’n ander wyse aflewer as deur die gebruik van ’n motorvoertuig wat hy self bestuur en van wie ook vereis word om bestellings van klante in te samel of aan te teken en wat hy K.B.A.-verkope die kontant kan ontvang;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 284.] [26 February 1960.

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 197.

MEAT TRADE, BLOEMFONTEIN.

By direction of the Minister of Labour it is hereby notified, in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Meat Trade and has fixed the 21st day of March, 1960, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

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

2. DEFINITIONS.

(1) Unless 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—

- „blockman” means an employee (other than a saleswoman or blockman’s assistant) who, in any establishment in the meat trade, cuts up meat intended for sale by retail or who, in a retail butcher’s shop, serves customers and who may make up orders and perform any other duties in such shop;
- „blockman, qualified,” means a blockman who has not less than five years’ experience;
- „blockman, unqualified,” means a blockman who has had less than five years’ experience;
- „blockman’s assistant” means an employee who breaks down carcasses or who, under the general supervision of a qualified blockman, cuts up meat for sale to non-Europeans and who may sell meat exclusively to non-Europeans;
- „casual employee” means an employee (other than a part-time employee) who is employed by the same employer on not more than three days in any week;
- „clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a storeman and a telephone operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee’s duties;
- „clerk, male, qualified,” means a male clerical employee who has not less than five years’ experience;
- „clerk, male unqualified,” means a male clerical employee who has had less than five years’ experience;
- „clerk, female, qualified,” means a female clerk who has had not less than four years’ experience;
- „clerk, female, unqualified,” means a female clerk who has had less than four years’ experience;
- „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

3. LONE.

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

	Per week.
	£ s. d.
Eerste blokman.....	9 0 0
Blokman, gekwalifiseer.....	8 0 0
Blokman, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	3 0 0
gedurende tweede jaar ondervinding.....	3 10 0
gedurende derde jaar ondervinding.....	4 5 0
gedurende vierde jaar ondervinding.....	5 0 0
gedurende vyfde jaar ondervinding.....	6 10 0
Blokmansassistent.....	3 0 0
Voormanslagman.....	8 10 0
Slagman.....	3 10 0
Slagmansassistent, graad I—	
gedurende eerste ses maande ondervinding.....	2 0 0
gedurende tweede ses maande ondervinding.....	2 5 0
daarna.....	2 10 0
Slagmansassistent, graad II—	
gedurende eerste ses maande ondervinding.....	1 17 6
daarna.....	2 0 0
Bestuurder van 'n motorvoertuig waarvan die eie gewig—	
(i) hoogstens 1,000 pond is.....	2 10 0
(ii) oor 1,000 pond maar hoogstens 6,000 pond is.....	3 17 6
(iii) oor 6,000 pond is.....	4 17 6
Deeltydse bestuurder van 'n motorvoertuig.....	3 0 0
Klerk, vrou, gekwalifiseer, of verkoopster, gekwalifiseer.....	5 1 6
Klerk, vrou, ongekwalifiseer, of verkoopster, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	3 0 0
gedurende tweede jaar ondervinding.....	3 10 5
gedurende derde jaar ondervinding.....	4 0 7
gedurende vierde jaar ondervinding.....	4 11 2
Klerk, man, gekwalifiseer.....	6 18 6
Klerk, man, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	3 4 7
gedurende tweede jaar ondervinding.....	3 18 6
gedurende derde jaar ondervinding.....	4 12 4
gedurende vierde jaar ondervinding.....	5 6 2
gedurende vyfde jaar ondervinding.....	6 0 0
Besteller.....	1 18 0
Arbeider, man, 18 jaar en ouer.....	1 15 6
Arbeider, man, jonger as 18 jaar.....	1 8 0
Arbeider, vrou.....	1 10 0
Wag.....	2 2 6
Werknemers wat nie elders in hierdie klousule uitdruklik vermeld word nie.....	2 0 0

(2) *Los werknemer.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, as van 'n los werknemer vereis word dat hy die werk doen van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking „weekloon” beteken die weekloon voorgeskryf vir 'n gekwalifiseerde werknemer van die betrokke klas, en voorts met dien verstande dat, as van 'n los werknemer vereis word dat hy 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon met vyftig persent verminder kan word.

(3) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag berus en, behoudens die bepalinge van klousule 4 (6), moet 'n werknemer vir 'n week minstens sy volle weekloon betaal word, ongeag of hy in dié week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.

(4) *Differensiële loon.*—'n Werkgever wat vereis of toelaat dat 'n werknemer van 'n bepaalde klas langer as altesaam een uur op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor hetsy—

(a) 'n hoër-loon as dié van sy eie klas, of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer betaal—

(i) in die geval in (a) vermeld, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal net bokant die loon wat die werknemer vir sy gewone werk ontvang het;

3. WAGES.

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

	Per Week.
	£ s. d.
First blockman.....	9 0 0
Blockman, qualified.....	8 0 0
Blockman, unqualified—	
during first year of experience.....	3 0 0
during second year of experience.....	3 10 0
during third year of experience.....	4 5 0
during fourth year of experience.....	5 0 0
during fifth year of experience.....	6 10 0
Blockman's assistant.....	3 0 0
Foreman slaughterman.....	8 10 0
Slaughterman.....	3 10 0
Slaughterman's assistant, grade I—	
during first six months of experience.....	2 0 0
during second six months of experience.....	2 5 0
thereafter.....	2 10 0
Slaughterman's assistant, grade II—	
during first six months of experience.....	1 17 6
thereafter.....	2 0 0
Driver of a motor vehicle the unladen weight of which—	
(i) does not exceed 1,000 lb.....	2 10 0
(ii) exceeds 1,000 lb. but not 6,000 lb.....	3 17 6
(iii) exceeds 6,000 lb.....	4 17 6
Part-time driver of a motor vehicle.....	3 0 0
Clerk, female, qualified, or saleswoman, qualified..	5 1 6
Clerk, female, unqualified, or saleswoman, unqualified—	
during first year of experience.....	3 0 0
during second year of experience.....	3 10 5
during third year of experience.....	4 0 7
during fourth year of experience.....	4 11 2
Clerk, male, qualified.....	6 18 6
Clerk, male, unqualified—	
during first year of experience.....	3 4 7
during second year of experience.....	3 18 6
during third year of experience.....	4 12 4
during fourth year of experience.....	5 6 2
during fifth year of experience.....	6 0 0
Delivery employee.....	1 18 0
Labourer, male, 18 years of age and over.....	1 15 6
Labourer, male, under 18 years of age.....	1 8 0
Labourer, female.....	1 10 0
Watchman.....	2 2 6
Employees not elsewhere in this clause specifically mentioned.....	2 0 0

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

(3) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual 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 his full weekly wage whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

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

(a) a wage higher than that of his own class, or

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

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

(i) in the case mentioned in (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case mentioned in (b), not less than the daily wage calculated at the rate prescribed in the rising scale next above the wage which the employee was receiving for his normal work;

Met dien verstande—

- (i) dat, as die verskil tussen die klasse ingevolge subklousule (1) berus op ouderdom, ondervinding of geslag, hierdie subklousule nie geld nie;
 - (ii) dat, tensy in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê moet word dat dit 'n werkgewer belet om te vereis dat 'n werknemer 'n ander klas werk verrig waarvoor die voorgeskrywe loon dieselfde of laer is as dié wat vir sodanige werknemer voorgeskryf is nie;
 - (iii) dat by toepassing van hierdie subklousule die uitdrukking „stygende skaal”, wanneer dit betrekking het op 'n klas werknemer waarvoor verhogings voorgeskryf word op grondslag van lengte van ondervinding, geag word die loon wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf is, in te sluit en daarop te eindig.
- (5) **Loonberekening.**—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—
- (i) vyf, as hy 'n werkweek van vyf dae het;
 - (ii) ses as hy 'n werkweek van ses dae het;
- (b) Die maandloon van 'n werknemer is vier en een derde maal sy weekloon.
- (c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal van die gewone werksure wat hy in die reël in 'n week werk.

4. BETALING VAN BESOLDIGING.

(1) **Werknemers (uitgesonderd los werknemers).**—Behoudens die bepaling van klousule 6, moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werkgewer en sy werknemer daartoe ooreengekom het, maandeliks in kontant of per tjek, betaal word gedurende die werkure of binne vyftien minute ná afloop van die werk op die dag waarop die bedryfsinrigting sodanige werknemer gewoonlik betaal, of by diensbeëindiging, as dit voor die gewone betaaldag geskied; en die bedrag moet in 'n verseëelde kovert of houer wees waarop die volgende aangeteken is of wat vergesel gaan van 'n staat wat die volgende aantoon: Die werkgewer se naam, die werknemer se naam of nommer en sy betrekking, die getal gewone oortydure wat die werknemer gewerk het, die besonderhede van enige aftrekkings, die verskuldigde besoldiging en die tydperk waarvoor die betaling gedoen word; en hierdie kovert of houer, of sodanige staat, word die eiendom van die werknemer.

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

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

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

(5) **Kos en inwoning.**—Behoudens die bepaling van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer by hom of by enigeen of enige plek deur hom aangewys, eet of inwoon of eet en inwoon nie.

(6) **Aftrekkings.**—'n Werkgewer mag sy werknemer geen boetes ople of van sy werknemer se besoldiging aftrekkings doen nie: Met dien verstande dat hy die volgende kan aftrek:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse, of vir ledesgeld van 'n vakvereniging;
- (b) behoudens waar hierdie Vasstelling anders bepaal, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer uit sy diens afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde daarvan vir sy gewone werkure ontvang het;
- (c) iedere bedrag wat 'n werkgewer by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om by sy werkgewer te eet of in te woon, hoogstens die bedrae hieronder vermeld:—

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

- (e) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die koste van huisvesting in 'n tehuis, of ten opsigte van die huur van 'n huis wat sodanige werknemer bewoon in 'n lokasie of Naturelledorp onder die beheer van sodanige raad of ander plaaslike bestuur;

Provided that—

- (i) the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
 - (ii) unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to do work of another class, for which class the same or a lower wage is prescribed than that prescribed for such employee;
 - (iii) for the purpose of this sub-clause the expression “rising scale”, when it relates to any class of employee for which increments are prescribed on the basis of length of experience, shall be deemed to include, and terminate with, the wage prescribed for a qualified employee of that class.
- (5) **Calculation of Wages.**—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—
- (i) five, in the case of an employee who works a five-day week;
 - (ii) six, in the case of an employee who works a six-day week.
- (b) The monthly wage of an employee shall be four and a third times his weekly wage.
- (c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work which he ordinarily works in a week.

4. PAYMENT OF REMUNERATION.

(1) **Employees (other than Casual Employees).**—Save as provided in clause 6, any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, if the employer and his employee have agreed thereto, in cash or by cheque monthly, during the hours of work or within fifteen minutes of ceasing work, on the usual pay day of the establishment for such employee, or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing the employer's name, the employee's name or number and his occupation, the number of ordinary hours and overtime hours worked, details of any deductions made, the remuneration due and the period for which the payment is being made; and such envelope or container or such statement shall become the property of the employee.

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

(3) **Premiums.**—No payment shall be made to, or accepted by, an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) **Purchase of Goods.**—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(5) **Board and Lodging.**—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge, or board and lodge, with him or with any person 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, or subscriptions to a trade union;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer is by any law or order of a competent court 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 with his employer, a deduction not exceeding the amounts specified hereunder:

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

- (e) With the written consent of an employee, a deduction for any amount which an employer has paid to any municipal council or other local authority in respect of charges for accommodation in any hostel or the rent of any house occupied by such employee in any location or Native village under the control of such council or other local authority;

(f) wanneer die gewone werkure in klousule 5 voorgeskryf weens korttyd verminder word, 'n bedrag van hoogstens een ses-en-veertigste van die werknemer se weekloon vir elke uur van sodanige vermindering: Met dien verstande dat sodanige aftrekking een derde van die werknemer se weekloon nie mag oorskry nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word, en voorts met dien verstande dat geen bedrag afgetrek mag word—

- (i) in die geval van korttyd wat te wyte is aan 'n slapte in die bedryf of 'n tekort aan voorrade nie, tensy die werkgewer sy werknemer voor of op die vorige werkdag kennis gee van sy voorneme om die gewone werkure te verminder;
- (ii) vir die eerste uur waarin nie gewerk word nie, as die korttyd te wyte is aan die feit dat die installasie of masjinerie uit orde is, of die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer voor of op die dag tevore in kennis gestel het dat daar nie gewerk sal word nie.

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

(1) *Gewone werkure.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n los werknemer, meer gewone werkure werk nie as—

- (a) in 'n bedryfsinrigting met 'n werkweek van ses dae—
 - (i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en
 - (ii) behoudens die bepalinge van subparagraaf (1) hiervan, agt op 'n dag: Met dien verstande dat, as die ure op een dag nie meer as ses is nie, die ure op enigeen van die ander dae tot agt en 'n half verleng kan word, en voorts met dien verstande dat, as die werkure op enigeen van sodanige ander dae nie meer as sewe is nie, die werkure op een sodanige ander dag tot negen en 'n half verleng kan word;
- (b) in 'n bedryfsinrigting met 'n werkweek van vyf dae—
 - (i) ses-en-veertig in enige week van Maandag tot en met Vrydag; en
 - (ii) behoudens die bepalinge van subparagraaf (1) hiervan, negen en 'n half op enige dag;

Met dien verstande dat, as daar op enige dag van 'n werknemer in 'n kleinhandelstasie vereis word om 'n klant te bedien ná afloop van die gewone werkure, bedoelde gewone werkure met hoogstens vyftien minute oorskry kan word, en sodanige ekstra tyd word geag geen deel van die gewone werkure of oortyd te wees nie.

(2) 'n Werkgewer mag nie vereis of toelaat dat 'n los werknemer meer gewone werkure as agt en 'n half op 'n dag werk nie.

(3) *Etenspouses.*—'n Werkgewer mag, behalwe in die geval van 'n werknemer wat op 'n Saterdag in of in verband met 'n kleinhandelstasie in diens is, nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etenspouse van minstens dertig minute waarin so 'n werknemer nie verplig of toegelaat word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortydwerk te wees nie: Met dien verstande—

- (i) dat werktye wat onderbreek word deur pouses van minder as dertig minute geag word aaneen te loop;
- (ii) dat, as sodanige pouse langer as dertig minute is, elke tydperk van meer as veertig minute geag word tyd te wees waarin gewerk is;
- (iii) dat 'n motorvoertuigbestuurder wat in so 'n pouse geen ander werk verrig as dat hy in die beheer van die voertuig is of bly nie, by die toepassing van hierdie subklousule geag word in dié pouse nie te gewerk het nie.

(4) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkperiode in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en bedoelde pouse word geag deel van die gewone werkure te wees.

(5) *Werkure moet opeenvolgend wees.*—Behoudens die bepalinge van subklousule (3), moet alle werkure op enige dag opeenvolgend wees.

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

(7) *Beperking op oortyd.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer oortyd werk nie as—

- (a) wat 'n los werknemer betref, twee uur op 'n dag;
- (b) wat enige ander werknemer betref—
 - (i) drie uur op 'n dag;
 - (ii) ses uur in 'n week.

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

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

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

- (i) in the case of short-time arising out of slackness of trade or shortage of supplies, unless the employer has not later than the preceding work day given his employee notice of his intention to reduce the ordinary hours of work;
- (ii) in the case of short-time owing to a general breakdown of plant or machinery, or an actual or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on or before the preceding work day that no work will be available.

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, other than a casual employee, to work more ordinary hours of work than—

- (a) in the case of an establishment which observes a six-day week—
 - (i) forty-six in any week from Monday to Saturday, inclusive, and
 - (ii) subject to sub-paragraph (i) hereof, eight on one day: Provided that, if the hours on one day do not exceed six, the hours on any of the other days may be extended to eight and a half, and provided further that, if on any one of such other days the hours of work do not exceed seven, the hours of work on one such other day may be extended to nine and a half;
- (b) in the case of an establishment which observes a five-day week—
 - (i) forty-six in any week from Monday to Friday, inclusive, and
 - (ii) subject to sub-paragraph (i) hereof, nine and a half on any day;

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

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and a half on any day.

(3) *Meal Intervals.*—An employer shall not require or permit an employee, other than an employee employed on a Saturday in or in connection with a retail butcher's shop, to work for more than five hours continuously without a meal interval of not less than thirty minutes, during which such employee shall not be required or permitted to do any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that—

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

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

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

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

(7) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee—
 - (i) three hours on any day;
 - (ii) six hours in any week.

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

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

(b) oortyd werk—

- (i) vir meer as twee uur op 'n dag nie;
- (ii) op meer as drie opeenvolgende dae in 'n week nie;
- (iii) op meer as sestig dae in 'n jaar nie;
- (iv) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure nie, tensy hy—
 - (a) so 'n werknemer voor die middag in kennis daarvan gestel het, of
 - (b) sodanige werknemer betyds van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te kan nuttig voordat sy oortyd moet begin werk, of
 - (c) sodanige werknemer minstens twee sjielings en ses pennies betaal en haar genoeg tyd gelaat het om 'n ete te verkry en dit te nuttig voordat sy oortyd moet begin werk.

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

- (a) in die geval van 'n ander werknemer as 'n los werknemer, een en 'n derde maal sy weekloon gedeel deur ses-en-veertig vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het;
- (b) in die geval van 'n los werknemer, een en 'n derde maal sy dagloon gedeel deur agt en 'n half vir elke uur of deel van 'n uur wat hy op enige dag aldus gewerk het.

(10) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n senior besturende professionele of administratiewe werknemer of 'n bestuurder of onderbestuurder, mits sodanige werknemer gereeld 'n loon teen 'n tarief van minstens £780 per jaar ontvang nie, en ook nie vir 'n wag nie.

(b) Die bepalinge van subklousules (3), (4), (5) en (7) geld nie vir 'n werknemer terwyl hy noodwerk verrig nie.

(c) Die bepalinge van subklousule (4) geld nie vir 'n motorvoertuigbestuurder, of vir 'n arbeider wat sodanige bestuurder op sy rondes vergesel, of vir 'n besteller nie.

(d) Die bepalinge van subklousule (7) geld nie vir 'n werknemer wat lewendige hawe voer, water gee, oppas of aanjaag, of wat diere versorg nie, en ook nie vir 'n werknemer wat goedere aan hospitale, die militêre magte of die lugmag aflewer nie.

(11) By die toepassing van subklousules (9) en (10) word die uitdrukking „loon” geag 'n werknemer se loon plus sy lewenskostetoelae te beteken.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousules (2) en (3), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op elke voltooië tydperk van twaalf maande in sy diens, die volgende toestaan—

- (a) aan 'n wag, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof;

en hom ten opsigte van sodanige verlof die volgende betaal—

- (i) in die geval van 'n wag, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is; en
- (ii) in die geval van 'n werknemer in (b) bedoel, 'n bedrag van minstens dubbel die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;

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

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd deur die werkgewer bepaal. Met dien verstande—

- (i) dat, as die verlof nie eerder toegestaan is nie, dit behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne twee maande na voltooiing van die twaalf maande diens waarop dit betrekking het; of dat as die werkgewer en sy werknemer daartoe ooreenkom, die tydperk waarin sodanige verlof toegestaan moet word, verleng kan word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;
- (ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;
- (iii) dat, as 'n openbare vakansiedag binne die tydperk van die verlof val, vir elke sodanige dag nog 'n dag by genoemde tydperk gevoeg word as verdere verlof, en dat vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
- (iv) dat 'n werkgewer alle dae geleentheidsverlof wat hy gedurende die twaalf maande waarop die tydperk van jaarlikse verlof betrekking het, op die skriftelike versoek van sy werknemer aan hom teen volle betaling toegestaan het, van sodanige tydperk van verlof kan aftrek.

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

- (i) dat die werknemer sodanige versoek doen nie later nie as twee maande ná afloop van die twaalf maande diens waarop die verlof betrekking het;

(b) to work overtime—

- (i) for more than two hours on any day;
- (ii) on more than three consecutive days in any week;
- (iii) on more than sixty days in any year;
- (iv) after completion of her ordinary hours of work for more than one hour on any day unless he has—

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

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

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

(10) *Savings.*—(a) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee, manager or sub-manager, provided such employee is paid a regular wage at a rate of not less than £780 per annum, nor to a watchman.

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

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

(d) The provisions of sub-clause (7) shall not apply to an employee engaged in feeding, watering, herding or driving live-stock or tending animals, or to an employee engaged in delivering goods to hospitals, the military forces or the air force.

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

6. ANNUAL LEAVE.

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

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

and shall pay such employee in respect of such leave—

- (i) in the case of a watchman, an amount of not less than three times the weekly wage to which he was entitled as from the first day of the leave; and
- (ii) in the case of an employee referred to in (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 the weekly wage of an employee who is engaged on piece-work in terms of clause 9 (1) shall be calculated on the basis set out in section twenty (5) of the Factories, Machinery and Building Work Act, 1941.

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

- (i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates; or, if the employer and his employee so agree, the period within which such leave shall be granted may be extended to a period of not more than six months after the completion of the twelve months of employment to which the leave relates;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training;
- (iii) if any public holiday falls within the period of such leave, another day shall for each such day be added to the said period as a further period of leave, and the employee shall in respect of each such day added be paid an amount not less than his daily wage;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at the latter's written request during the period of twelve months of employment to which the period of annual leave relates.

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

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

(ii) dat die werkgewer die ontvangsdatum van sodanige versoek daarop aanbring en onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die afloopdatum van die tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van hierdie datums.

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

(5) 'n Werkgewer moet sy werknemer wie se dienskontrak gedurende enige periode van twaalf maande diens beëindig word voordat die verloftydperk in subklousule (1) voorgeskryf, vir die tydperk opgeloopt het, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige diensperiode 'n bedrag betaal van minstens—

(a) in die geval van 'n wag, een vierde van die weekloon,

(b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) bedoel, 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 kan maak ten opsigte van enige tydperk van verlof wat ooreenkomstig die vierde voorbehoudsbepaling van klousule (2) aan 'n werknemer toegestaan is, en voorts met dien verstande dat 'n werknemer—

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

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

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

tot geen betaling kragtens hierdie subklousule geregtig is nie.

(6) Aan 'n werknemer wat tot 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), geregtig geword het en wie se dienskontrak beëindig word 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 op die datum van beëindiging aan hom toegestaan was.

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

(a) met verlof ingevolge subklousule (1);

(b) met siekteverlof ingevolge klousule 7;

(c) op las of versoek van sy werkgewer;

(d) vir militêre opleiding;

en wel tot die totaal in enige jaar van altesaam hoogstens tien weke ten opsigte van gronde (a), (b) en (c), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het, en diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling tot verlof kragtens enige wet geregtig geword het, op die datum waarop sodanige werknemer die vorige maal tot sodanige verlof kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot verlof ingevolge daarvan geregtig geword het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het, of op die datum van inwerkingtreding van hierdie Vasstelling, en wel op die jongste van die twee datums.

(8) By die toepassing van hierdie klousule word die uitdrukking „loon” geag 'n werknemer se loon plus sy lewenskostoelae te beteken.

7. SIEKTEVERLOF.

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

(a) In die geval van 'n werknemer wat 'n werkweek van vyf dae het, minstens twintig werkdag;

(b) in die geval van alle ander werknemers, minstens vier-en-twintig werkdag,

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

(i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer met 'n werkweek van vyf dae tot hoogstens een werkdag siekteverlof met volle betaling op elke voltooide tydperk van vyf weke diens, en alle ander werknemers tot hoogstens een werkdag siekteverlof met volle betaling op elke voltooide maand diens, geregtig is;

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

(4) *Leave Remuneration.*—The remuneration in respect of the annual leave prescribed in sub-clause (1), 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 twelve months of employment with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid by his employer, in respect of each completed month of such period of employment, an amount of not less than—

(a) in the case of a watchman, one-fourth of the weekly wage;

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

he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

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

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

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

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

(6) An employee who has become entitled to a period of leave prescribed 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 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 absent—

(a) on leave in terms of sub-clause (1);

(b) on sick leave in terms of clause 7;

(c) on the instructions or at the request of his employer;

(d) undergoing any military training,

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

(i) in the case of an employee who had before the coming into force of this Determination become entitled to a period of 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, on the date on which such employee entered his employer's service or the date of the coming into force of this Determination, whichever is the later.

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

7. SICK LEAVE.

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

(a) in the case of an employee who works a five-day week, not less than twenty work days;

(b) in the case of every other employee, not less than twenty-four work days—

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

(i) 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 every other employee, one work day in respect of each completed month of employment;

- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer, by ongeskiktheid in die omstandighede in hierdie klousule vermeld, betaling waarborg van altesaam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoudsbepaling tot hierdie subklousule, hoef te oorskry nie;
- (iii) dat, indien 'n werkgewer ingevolge enige wet, gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule bedoel word, 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, die bepalinge van hierdie klousule nie geld nie;
- (v) dat die loon wat vir enige tydperk van afwesigheid weens siekteverlof ingevolge hierdie klousule betaal moet word aan 'n werknemer wat stukwerk verrig, bereken word op grondslag van die besoldiging wat aan sodanige werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) Voordat 'n werkgewer enige bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae, kan hy vereis dat die werknemer 'n sertifikaat, geteken deur 'n geneesheer, voorlê wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid gedurende 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom: Met dien verstande dat, tensy die werkgewer dit reeds gedoen het, hy by die verstryking van bedoelde tydkring, of by diensbeëindiging voor sodanige verstryking, die werknemer ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid moet betaal vir sover die siekteverlof wat by sodanige verstryking of beëindiging opgeloop het, nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

- (a) word die uitdrukking „loon” geag 'n werknemer se loon plus sy lewenskostetoelae te beteken;
- (b) het die uitdrukking „diens” dieselfde betekenis as dié wat in subklousule (7) van klousule 6 daaraan geheg word: Met dien verstande dat enige tydperk wat 'n werknemer by dieselfde werkgewer gedien het onmiddellik voor die inwerkingtreding van hierdie Vasstelling, vir die doel van hierdie klousule geag word diens ooreenkomstig hierdie Vasstelling te wees, en dat siekteverlof met volle betaling wat gedurende sodanige tydperk aan so 'n werknemer toegestaan is, geag word ingevolge hierdie Vasstelling toegestaan te gewees het;
- (c) beteken die uitdrukking „ongeskiktheid” die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is, dit geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge bedoelde Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—(a) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgewer—

- (i) aan 'n werknemer in diens by die slagpale, wat op Nuwejaarsdag, Geloftedag, Goeie Vrydag, Hemelvaartdag of Kersdag nie werk nie, en
- (ii) aan elke ander werknemer wat op enige openbare vakansiedag nie werk nie,
- vir die week waarin so 'n dag val, minstens sy weekloon betaal.
- (b) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgewer—
- (i) aan 'n werknemer in diens by die slagpale, wat op Nuwejaarsdag, Geloftedag, Goeie Vrydag, Hemelvaartdag of Kersdag werk, en
- (ii) aan elke ander werknemer wat op enige openbare vakansiedag werk,

vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer altesaam op so 'n dag werk: Met dien verstande dat as vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, hy geag word vier uur te gewerk het.

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months' employment, except that during the first twenty-four months of the payment of contributions by the employee, the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;

(iii) 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) 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) the wage payable to an employee who is employed on piece-work, for any period of absence on sick leave in terms of this clause, shall be calculated on the basis of the remuneration paid to such employee on his last pay day immediately preceding such absence.

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

(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 be paid only in respect of such sick leave as has so accrued: Provided that his employer shall, if he has not previously done so, at the expiry of the said cycle of employment, or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, has not been taken.

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

(a) “wage” shall be deemed to mean an employee's wage plus his cost of living allowance;

(b) “employment” shall have the same meaning as that assigned to it in sub-clause (7) of clause 6: Provided that any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such employee during such period shall be deemed to have been granted under this Determination;

(c) “incapacity” means inability to work owing to any sickness or injury (other than that caused by an employee's own misconduct): Provided that any inability to work caused by an accident in respect of which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—(a) Subject to the provisions of clause 4 (6), an employer shall—

- (i) in the case of an employee who is employed at the abattoir and who does not work on New Year's Day, the Day of the Covenant, Good Friday, Ascension Day or Christmas Day; and
- (ii) in the case of every other employee who does not work on any public holiday,

pay him for the week in which such day falls not less than his weekly wage.

(b) Subject to the provisions of clause 4 (6), an employer shall—

- (i) in the case of an employee who is employed at the abattoir and who works on New Year's Day, the Day of the Covenant, Good Friday, Ascension Day or Christmas Day, and
- (ii) in the case of every other employee who works on any public holiday, pay him 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 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.

(2) *Vergoeding vir werk op Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever hom betaal, hetsy—

- (i) minstens dubbel sy dagloon, of
- (ii) minstens een en een derde maal sy weekloon gedeel deur ses-en-veertig vir elke uur of deel van 'n uur wat hy altesaam op so 'n Sondag werk en hom binne veertien dae vanaf sodanige Sondag een dag verlof gee en vir dié dag minstens sy dagloon betaal: Met dien verstande dat, as daar vereis of toegelaat word dat 'n werknemer minder as vier uur op so 'n dag werk, hy geag word vier uur te gewerk het.

(3) By die toepassing van hierdie klousule word die uitdrukking „loon” geag 'n werknemer se loon plus sy lewenskoste-toelae te beteken.

(4) Die bepalings van hierdie klousule geld nie vir 'n senior besturende, professionele of administratiewe werknemer, bestuurder of onderbestuurder nie, indien en terwyl sodanige werknemer gereeld besoldig word teen 'n tarief van minstens £780 per jaar, en ook nie vir 'n wag of los werknemer nie.

9. STUKWERK.

(1) Ná minstens een week kennisgewing aan sy werknemer, kan 'n werkgever 'n stukwerkstelsel invoer, en behoudens die bepalings van klousule 4 (6), moet die werkgever sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldiging teen minstens die tarief wat volgens die stelsel geld: Met dien verstande dat die werkgever ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende, plus vyf persent, betaal—

- (a) wat 'n ander werknemer as 'n los werknemer betref, vir elke week waarin hy stukwerk verrig, die bedrag wat hy sodanige werknemer vir dié week sou moet betaal het as hy hom 'n tydloon betaal het;
- (b) wat 'n los werknemer betref, vir elke dag waarop stukwerk verrig word, die bedrag wat hy sodanige werknemer vir dié dag sou moet betaal het as hy hom 'n tydloon betaal het.

(2) 'n Werkgever moet 'n lys van die tariewe vermeld in subklousule (1) op 'n opvallende plek in sy bedryfsinrigting aanplak hou.

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat dienoreenkomstig geld, af te skaf of op enige manier te wysig, moet sy werknemer wat onder sodanige stelsel werk, minstens een maand kennis van sy voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer of korter kennisgewingstermyn kan ooreenkom, en dan moet die werkgever minstens die ooreengekomde kennis gee.

10. VERHOUDINGSYFER.

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

(b) 'n Werkgever mag geen ongekwalifiseerde blokman in diens neem nie, tensy hy 'n gekwalifiseerde blokman in sy diens het, en vir elke gekwalifiseerde blokman in sy diens kan hy hoogstens een ongekwalifiseerde blokman in diens neem.

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

(3) *Verkoopsters.*—'n Werkgever mag geen ongekwalifiseerde verkoopster in diens neem nie, tensy hy 'n gekwalifiseerde verkoopster in diens het, en vir elke sodanige gekwalifiseerde verkoopster in sy diens kan hy hoogstens een ongekwalifiseerde verkoopster in diens neem.

(4) By die toepassing van hierdie klousule—

- (a) kan 'n werkgever wat uitsluitend of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer van dié klas te wees: Met dien verstande dat dieselfde werkgever nie ten opsigte van meer as een bedryfsinrigting as sodanig geag mag word nie;
- (b) kan 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, geag word 'n gekwalifiseerde werknemer te wees;
- (c) kan 'n gekwalifiseerde vroulike werknemer wat minstens die loon van 'n gekwalifiseerde manlike werknemer ontvang, geag word 'n gekwalifiseerde manlike werknemer te wees: Met dien verstande dat 'n werknemer wat aldus geag word 'n manlike werknemer te wees, nie terselfdertyd as 'n gekwalifiseerde vroulike werknemer gereken kan word nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorpakke of beskermende klere wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, kosteloos voorsien en in 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of beskermende klere bly die werkgever se eiendom.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

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

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

- (i) pay him not less than double his daily wage, or
- (ii) pay him not less than one and one-third times his weekly wage divided by forty-six 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 day, he shall be deemed to have worked for four hours.

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

(4) The provisions of this clause shall not apply to a senior managerial, professional or administrative employee, manager or sub-manager provided such employee is paid a regular wage at a rate of not less than £780 per annum, nor to a watchman or a casual employee.

9. PIECE-WORK.

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

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

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

(3) An employer who intends to cancel or in any way amend 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 or shorter period of notice, in which case the employer shall give not less than the period of notice so agreed upon.

10. PROPORTION OR RATIO.

(1) *Blockmen.*—(a) An employer shall employ a first blockman before any other qualified blockman is employed by him.

(b) An employer shall not employ an unqualified blockman unless he has in his employ a qualified blockman and for each qualified blockman employed by him he shall not employ more than one unqualified blockman.

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

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

(4) For the purpose of this clause—

- (a) an employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee of that class: Provided that the same employer may not be so deemed in respect of more than one establishment;
- (b) an unqualified employee who is receiving a wage of not less than the wage of a qualified employee of his class may be deemed to be a qualified employee;
- (c) a qualified female employee who is receiving a wage of not less than the wage of a qualified male employee may be deemed to be a qualified male employee: Provided that an employee so deemed to be a qualified male employee may not at the same time be regarded as a qualified female employee.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first four weeks of employment not less than twenty-four hours,

(b) ná die eerste vier weke diens, minstens een week, kennis gee van sy voorneme om die kontrak te beëindig; of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deurdat in plaas van die kennisgewing die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, na gelang van die omstandighede:—

- (i) In die geval van vier-en-twintig uur kennisgewing, 'n bedrag gelyk aan die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week kennisgewing, 'n bedrag gelyk aan die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat hierdeur onaangetas gelaat word—

- (i) die werkgewer of werknemer se reg om op enige regs-geldige grond die kontrak sonder kennisgewing te beëindig;
- (iii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- (iii) die werking van enige verbeurings of boetes wat regtens van toepassing is op 'n werknemer wat sy diens verlaat:

Met dien verstande voorts dat, indien die loon van 'n werknemer teen die dag van die diensbeëindiging reeds weens korttyd verminder is en die werkgewer hom betaal in plaas van kennis te gee, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen aftrekkings weens korttyd gedoen was nie”.

(2) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die ooreengekome kennisgewingstermyn.

(3) Die kennis in subklousule (1) voorgeskryf moet gegee word voor of op die dag waarop die bedryfsinrigting sodanige werknemer gewoonlik betaal, en loop vanaf die dag ná sodanige betaaldag: Met dien verstande—

- (i) dat wanneer 'n werkgewer en sy werknemer ingevolge subklousule 4 (1) ooreengekom het dat besoldiging maandeliks betaal word, die uitdrukking „die dag waarop die inrigting sodanige werknemer gewoonlik betaal” vir die doel van hierdie klousule geag word te beteken die dag waarop so 'n werknemer betaling sou ontvang het as geen sodanige ooreenkoms aangegaan was nie;
- (ii) dat die kennisgewingstermyn nie mag saamval met, en kennis nie gegee mag word gedurende, 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 6, of met enige tydperk van militêre opleiding nie;
- (iii) dat kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 7 nie; en
- (iv) dat as slegs vier-en-twintig uur kennis gegee moet word, sodanige kennis op enige werkdag gegee kan word.

(4) By die toepassing van hierdie klousule word die uitdrukking „loon” geag 'n werknemer se loon plus sy lewenskoste-toelae te beteken.

13. VERBOD OP INDIENSNEMING.

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

14. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van 'n dienskontrak weens 'n ander rede as diensverlating sy werknemer, uitgesonderd 'n los werknemer of 'n arbeider van 'n dienssertifikaat voorsien wat in hoofsaak die vorm het wat in die Bylae van hierdie Vastelling voorgeskryf word en wat die volle naam van die werkgewer en van die werknemer, die betrekking van die werknemer, die aanvangs- en die beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging aangee.

15. LOGBOEK.

(1) 'n Werkgewer moet sy motorvoertuigbestuurder of sy deeltydse motorvoertuigbestuurder voorsien van 'n logboek wat so na as doenlik die volgende vorm het:—

Daaglikse log.

Naam van werkgewer _____
 Naam van motorvoertuigbestuurder _____
 Datum _____
 Tyd waarop werk begin is _____ vm./nm. _____ vm./nm.
 Tyd waarop werk opgehou het _____ vm./nm. _____ vm./nm.
 Getal ure gewerk _____
 Etenstye van _____ vm./nm. tot _____ vm./nm.
 Gegewens omtrent enige ongeluk of vertraging _____

Handtekening van Motorvoertuigbestuurder.

Datum _____ 19 _____

(b) after the first four weeks of employment not less than one week's.

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

- (i) in the case of twenty-four hours' notice 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 affect—

- (i) the right of an employer or employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeiture or penalties which by any law may be applicable in respect of an employee who deserts:

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

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

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

- (i) whenever in terms of clause 4 (1) an employer and his employee have agreed that remuneration shall be paid monthly, the expression “the usual pay day of the establishment for such employee” shall for the purpose of this clause be deemed to mean the day on which such employee would have received payment if no such agreement had been entered into;
- (ii) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training;
- (iii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7; and
- (iv) where only twenty-four hours' notice is required to be given, such notice may be given on any work day.

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

13. PROHIBITION OF EMPLOYMENT.

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

14. CERTIFICATE OF SERVICE.

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

15. LOG-BOOK.

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

Daily Log.

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

Signature of Motor Vehicle Driver.

Date _____ 19 _____

(2) Elke motorvoertuigbestuurder of deelydse motorvoertuigbestuurder moet in die logboek in subklouse (1) vermeld oor elke dag se werk 'n daaglikse log in duplo hou en binne voer-entwintig uur na voltooiing van die dag se werk waarop dit betrek- elke dag se werk 'n daaglikse log in duplo hou en binne vier-en-toepassing van hierdie klousule slaan die uitdrukking „werk” met betrekking tot 'n deelydse motorvoertuigbestuurder slegs op „'n motorvoertuig bestuur” soos die uitdrukking in die woord- omskrywing van hierdie klas werknemer omskryf word.

(3) Elke werkgever moet die afskrif van die daaglikse log wat ingevolge subklousule (2) by him ingedien is, minstens drie jaar lank ná indiening bewaar.

BYLAE.

Ek/ons (a) _____
wat die Vleisbedryf beoefen te _____

sertifiseer hierby dat
by my/ons (a) in diens was vanaf die _____ dag
van _____ 19 _____ tot die _____
dag van _____ 19 _____, in die betrekking van
(b) _____ By diensbeëindiging was
sy/haar (a) loon (uitgesonderd lewenskostetoelae)
_____ pond _____ shillings _____ pennies
per week/maand. (a).

Handtekening van werkgever of gemagtigde
vertegenwoordiger.

Datum _____

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitend of
hoofsaaklik in diens was, bv. klerk, eerste blokman, slagman.

No. 285.] [26 Februarie 1960.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

VLEISBEDRYF, BLOEMFONTEIN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, hande-
lende kragtens subartikel (1) van artikel twee-en-twintig
van die Wet op Fabriek, Masjinerie en Bouwerk, 1941,
verklaar hierby dat die bepalings van die Vasstelling vir
die Vleisbedryf, gepubliseer by Goewermmentskennisgewing
No. 284 van 26 Februarie 1960, nie vir die persone wie
se werkkure daarby gereël word, minder gunstig as die
ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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

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

SCHEDULE.

I/We (a) _____
carrying on business in the Meat Trade at _____

hereby certify that _____
was employed by me/us (a) from the _____
day of _____ 19 _____ to the _____
day of _____ 19 _____ in the occupation of (b) _____
At the termination
of employment his/her (a) wage (excluding cost of living allowance)
was _____ pounds _____ shillings
and _____ pence per week/month (a).

Signature of Employer or
Authorised Representative.

Date _____

(a) Delete whichever is inapplicable.

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

No. 285.] [26 February 1960.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

MEAT TRADE, BLOEMFONTEIN.

I, JOHANNES DE KLERK, Minister of Labour, acting in
terms of sub-section (1) of section twenty-two of the
Factories, Machinery and Building Work Act, 1941,
hereby declare the provisions of the Determination for the
Meat Trade, published under Government Notice No. 284
of the 26th February, 1960, to be not less favourable to
the persons whose hours of work are regulated thereby
than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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