



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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PRETORIA, 11 NOVEMBER 1977

[No. 5801

**GENERAL NOTICE
(COMPANIES)**

NOTICE 780 OF 1977

DEPARTMENT OF COMMERCE

**NOTICES IN TERMS OF THE COMPANIES ACT,
1973 (ACT 61 OF 1973)**

The following notices relating to registrations of companies, conversions of companies, changes of name, translated and shortened forms of names, defensive names, reductions of capital, increase of capital and dissolutions are published for general information.

No guarantee is given as to the accuracy of the particulars furnished and no responsibility is taken for errors and omissions or their consequences.

B. J. GELDENBLOEM, Registrar of Companies.

**REGISTRATION OF COMPANIES/REGISTRASIE VAN
MAATSKAPPYE**

New companies/Nuwe Maatskappye

(Number, name and address of company, share capital/Nommer, naam en adres van maatskappy, aandeelkapitaal.)

24 October/Oktobre 1977

- 77/03428/07—JOH & DEI ECONOMIC BUILDING CONSTRUCTION (PTY) LTD, 513 Motetema Town, Groblersdal: R4 000. Secondary. (Builders.)
77/03429/07—GREEN POINT BOTTLE STORE (PTY) LTD, First Floor, Mauburn House, 78 Third Street, Springs: R4 000. Commerce. (Bottle store.)
77/03430/07—DEKEX SOUTHERN AFRICA (PTY) LTD, 15th Floor, Bosman Buildings, 99 Eloff Street, Johannesburg: R4 000. Secondary. (Building products.)
77/03431/07—ZOR STEEGE & JANICH S.A. (PTY) LTD, c/o Devine & Co., Sixth Floor, Samro House, 73 Juta Street, Braamfontein: R10 000. Secondary. (Engineers.)
77/03432/07—HSO (PTY) LTD, c/o Steyn Douglas & Co., 300 Mansion House, corner of Esplanade and Field Streets, Durban: R4 000. Commerce. (Designers.)
77/03433/07—H.S. ASSOCIATES (PTY) LTD, c/o Steyn Douglas & Co., 300 Mansion House, corner of Esplanade and Field Streets, Durban: R4 000. Secondary. (Builders.)
77/03434/07—EMBAGLO (PTY) LTD, Market Square, Sabie: R100. Secondary. (Charcoal producers.)
77/03435/07—STANHUG ENGINEERING & SUPPLIES (PTY) LTD, c/o Strydom & Van Aswegen, Second Floor, Elizabeth House, Elizabeth Street, Welkom: R5 000. Secondary. (Engineers.)

65449—A

**ALGEMENE KENNISGEWING
(MAATSKAPPYE)**

KENNISGEWING 780 VAN 1977

DEPARTEMENT VAN HANDEL

KENNISGEWINGS INGEVOLGE DIE MAATSKAPPYWET, 1973 (WET 61 VAN 1973)

Die volgende kennisgewings in verband met registrasies van maatskappye, omskeppings van maatskappye, naamsveranderinge, vertaalde en verkorte vorme van name, defensiewe name, verminderings van kapitaal, vermeerdering van kapitaal en ontbindings word vir algemene inligting bekendgemaak.

Geen waarborg ten opsigte van die juistheid van die besonderhede verstrek, word gegee nie en geen verantwoordelikheid vir foute en weglatings of die gevolge daarvan word aanvaar nie.

B. J. GELDENBLOEM, Registrateur van Maatskappye.

- 77/03436/07 — NATION-WIDE PUBLISHING ORGANISATION (PTY) LTD, Lower Ground Floor, Provincial House, 32 Van der Walt Street, Pretoria: R4 000. Secondary. (Printing.)
77/03437/07—GRECON MINING CONTRACTING CO. (PTY) LTD, 14 Finsbury Avenue, Auckland Park, Johannesburg: R4 000. Mining.
77/03438/07—EUROPAK SOUTH AFRICA (PTY) LTD, Fifth Floor, Atkinson House, 24 Eloff Street, Johannesburg: R4 000. Secondary. (Plastic manufacturers.)
77/03439/07—TERMINAL SHIPPING COMPANY (PTY) LTD, 4 Soliter Street, Kirstenhof, Muizenberg: R1 000. Commerce. (Shipping agents.)
77/03440/07—MICHAEL S. (PTY) LTD, c/o Josman & Seidel, Seventh Floor, African Eagle Centre, 2 St George's Street, Cape Town: R4 000. Commerce. (Clothing.)
77/03441/07—NORTHMEAD TOWNHOUSES TWO (PTY) LTD, 14th Floor, Sandton City, Sandton: R4 000. Commerce. (Property development.)
77/03442/07—SMITH'S ROAD TRANSPORT (PTY) LTD, 4 Provident Buildings, President Street, Germiston: R4 000. Commerce. (Forwarding agents.)
77/03443/07—NORTHMEAD TOWNHOUSES THREE (PTY) LTD, 14th Floor, Sandton City, Sandton: R4 000. Commerce. (Property developments.)
77/03444/07—NORTHMEAD TOWNHOUSES FOUR (PTY) LTD, 14th Floor, Sandton City, Sandton: R4 000. Commerce. (Property developments.)
77/03445/07—NORTHMEAD TOWNHOUSES NINE (PTY) LTD, 14th Floor, Sandton City, Sandton: R4 000. Commerce. (Property developments.)

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- 77/03446/07—NORTHMEAD TOWNHOUSES SIX (PTY) LTD, 14th Floor, Sandton City, Sandton: R4 000. Commerce. (Property developments.)
- 77/03447/07—NORTHMEAD TOWNHOUSES FIVE (PTY) LTD, 14th Floor, Sandton City, Sandton: R4 000. Commerce. (Property developments.)
- 77/03448/07—NORTHMEAD TOWNHOUSES EIGHT (PTY) LTD, 14th Floor, Sandton City, Sandton: R4 000. Commerce. (Property developments.)

25 October/Okttober 1977

- 77/03449/07—J. G. KRUGER & SEUN ALGEMENE HANDELAAR (EDMS.) BPK., p/a J. A. V. Henning & Kie., Hendrik Nellsentrum, Stamprietorweg, Keetmanshoop: R100. Handel. (Algemene handelaars.)
- 77/03450/07—MAZAN BOERDERY (EDMS.) BPK., Kerkstraat 87, Ermelo: R2 100. Landbou.
- 77/03451/07—COASTAL CONTAINER DEPOT (DURBAN), 14th Floor, Durban Bay House, 333 Smith Street, Durban: R4 000. Commerce. (Shipping container depot.)
- 77/03452/07—AITKENHEAD SEWING MACHINE COMPANY (PTY) LTD, 150 Third Avenue, Rondebosch East, Cape Town: R4 000. Commerce. (Sewing machines.)
- 77/03453/07—DIASSINAS & SON (PTY) LTD, c/o Hudson Langham Morrison & Co., Fifth Floor, Permanent Buildings, 343 Smith Street, Durban: R100. Commerce. (Butcheries.)
- 77/03454/07—FLEXICARD (EDMS.) BPK., Presidentsentrum 709, Pretoriusstraat 265, Pretoria: R400. Handel. (Afslag van pryse.)
- 77/03455/07—BRENA (PTY) LTD, c/o Abrahams, Taitz & Co., 401 Corporation Buildings, corner of Commissioner and Rissik Streets, Johannesburg: R4 000. Commerce. (Restaurant.)
- 77/03456/07—BELTING & SPROCKET DISTRIBUTORS (PTY) LTD, 305 Heerengracht Centre, Heerengracht, Foreshore, Cape Town: R4 000. Secondary. (Engineers.)
- 77/03457/07—GOLDEN CHARISMA (PTY) LTD, c/o David Strachan & Tayler, 19th Floor, 320 West Street, Durban: R4 000. Investment.
- 77/03458/07—SUN & SHADE MOBILE HOMES (PTY) LTD, c/o David Strachan & Tayler, 19th Floor, 320 West Street, Durban: R4 000. Investment.
- 77/03459/07—LEBOWA KGOMO TRAINING CENTRE (PTY) LTD, c/o Vickers & Joseph, Third Floor, Legal and General Buildings, Voortrekkerstraat, Nelspruit: R4 000. Commerce. (Driving school.)
- 77/03460/07—WABOOMSKLOOF BOERDERY (EDMS.) BPK., p/a Boland Bank Bpk., Donkinstraat, Caledon: R100. Landbou.
- 77/03461/07—PERCY KOTKIS & ASSOCIATES (PTY) LTD, Ninth Floor, Nedbank House, 20 Albert Street, Johannesburg: R4 000. Commerce. (Insurance brokers.)
- 77/03462/07—ANN-DOR PROPERTIES (PTY) LTD, Trust Bankgebou 301, Weststraat, Kempton Park: R4 000. Beleggings.
- 77/03463/07—C. C. CLOETE & G. F. ROBERTS INVESTMENTS (PTY) LTD, Dinkinyana, Eshowe: R10 000. Investments.

26 October/Okttober 1977

- 77/03464/07 — BRACKENDOWNS HARDWARE AND GARDEN CENTRE (PTY) LTD, c/o B. I. Levy & Co., Sixth Floor, SARB House, Commissioner Street, Johannesburg: R100. Commerce. (Hardware.)
- 77/03465/07—XPELEX APPLIANCES (PTY) LTD, corner of Diesel and Bessemer Roads, New Era, Springs: R4 000. Secondary. (Marketing of cooler appliances.)
- 77/03466/07—RONS CONSTRUCTION SERVICES (PTY) LTD, 103 Commissioner Street, Kempton Park: R100. Secondary. (Construction.)
- 77/03467/08—THE KILLARNEY MERCHANTS TRADE PROMOTION ASSOCIATION, 20th Floor, Life Centre, 45 Commissioner Street, Johannesburg: Section 21. Services.
- 77/03468/08—THE KENILWORTH CENTRE MERCHANTS ASSOCIATION (incorporated association not for gain), 20th Floor, Life Centre, 45 Commissioner Street, Johannesburg: Section 21. Promoters.
- 77/03469/07—JOHN WEINBERG HOLDINGS (PTY) LTD, Eighth Floor, Wesbank House, 222 Smit Street, Braamfontein: R4 000. Investments.
- 77/03470/07 — HOOGSTRAAT VAKANSIEWOONSTELLE (EDMS.) BPK., p/a Alwyn Burger & Kie., Sanlangebou, hoek van Kerk- en Marshstraat, Mosselbaai: R4 000. Beleggers.
- 77/03471/07—AMALGAMATED AUTO SPARES (PTY) LTD, 181 Burger Street, Pietermaritzburg: R4 000. Commerce. (Motor spares.)
- 77/03472/07—TUIS BES KONSTRUKSIE (EDMS.) BPK., Mopaniwinkelsentrum, Okapisingel, Monument Park, Pretoria: R4 000. Sekondêr. (Boukonstruksie.)
- 77/03473/07—MITCHELL STREET MOTORS (PTY) LTD, 456 Mitchell Street, Pretoria: R4 000. Commerce. (Garage.)

27 October/Okttober 1977

- 77/03474/07—ANDLOU (EDMS.) BPK., Eerste Verdieping, Barclayssentrum, hoek van Cradock- en Cantonmentlaan, Lyttelton, Verwoerdburg, Pretoria: R100. Handel. (Restaurant.)
- 77/03475/07—POSTHASTE MAILING COMPANY (PTY) LTD, Harrington House, 37 Barrack Street, Cape Town: R4 000. Commerce. (Mail order.)
- 77/03476/07—NORTHMEAD TOWNHOUSES SEVEN (PTY) LTD, 14th Floor, Sandton City, Sandton: R4 000. Commerce. (Property developers.)
- 77/03477/07—BONNIE PRODUCTS (PTY) LTD, c/o S. Block & Co., 204 Pan African House, 77 Troye Street, Johannesburg: R2 000. Commerce. (Hairdressers.)
- 77/03478/06—BOPHUTHATSWANA CHAIR STORES LTD, c/o Peat Marwick Mitchell & Co., 19th Floor, Carlton Centre, Johannesburg: R500 000. Commerce. (General dealers.)
- 77/03479/07—SOUTH AFRICAN PERFUME COMPANY (PTY) LTD, c/o Samuel Thompson & Young, Ninth Floor, Penmor Towers, 1 Rissik Street, Johannesburg: R4 000. Secondary. (Perfume manufacturers.)
- 77/03480/07—SUPRATON ENGINEERING (PTY) LTD, 15th Floor, Bosman Buildings, 99 Eloff Street, Johannesburg: R10 000. Secondary. (Engineering.)
- 77/03481/07—CHEMINERALS (PTY) LTD, 15th Floor, Bosman Buildings, 99 Eloff Street, Johannesburg: R10 000. Secondary. (Chemicals.)
- 77/03482/10—STAUFER CHEMICAL S.A. (incorporated in Switzerland), Sandton City Trever Office, 13th Floor, Sandton: R37 509,38.
- 77/03483/07—STESTALAM (PTY) LTD, 505 Rentmeester Buildings, 219 Bosman Street, Pretoria: R100. Commerce. (General dealers.)

28 October/Okttober 1977

- 77/03484/07—CARPENTER & PATERSON (PTY) LTD, 45 Juta Street, Braamfontein, Johannesburg: R4 000. Secondary. (Engineering supplies.)
- 77/03485/07—MATINO MANUFACTURING (PTY) LTD, 610 International House, 61 Loveday Street, Johannesburg: R4 000. Secondary. (Engineering.)
- 77/03486/07—JOHN ROSIN FAMILY HOLDINGS (PTY) LTD, Seventh Floor, Plein Centre, 100 Plein Street, Johannesburg: R4 000. Investment.
- 77/03487/07—MANNIE SHALL FAMILY HOLDINGS (PTY) LTD, Seventh Floor, Plein Centre, 100 Plein Street, Johannesburg: R4 000. Investments.
- 77/03488/07—HOBBS DISPENSARY (PTY) LTD, 10 Church Street, Kimberley: R4 000. Commerce. (Retail chemists.)
- 77/03489/07—CORMAG (EDMS.) BPK., p/a Van der Merwe & Vennote, Krugerstraat 46, Bronkhorstspuit: R4 000. Handel. (Eiendomsagent.)
- 77/03490/07—ED. I. ZIKMANN & ASSOCIATES INCORPORATED, Lower Ground Floor, 32 Van der Walt Street, Pretoria: R4 000. Services.
- 77/03491/09—THE MALL OF ROSEBANK MERCHANTS ASSOCIATION LTD. (Limited by Guarantee), 23rd Floor, Bank of Lisbon Buildings, 37 Saver Street, Johannesburg: Commerce. (Limited by guarantee.)
- 77/03492/07—DAVEDNA INVESTMENTS (PTY) LTD, permanent Buildings, First Floor, 25 Jones Street, Kimberley: R4 000. Investments.
- 77/03493/07—ISAKOV FAMILY HOLDING COMPANY (PTY) LTD, 48 Murray Avenue, Meredale, Johannesburg: R4 000. Investments.
- 77/03494/07—LYTTLETON MOTORS (PTY) LTD, c/o G. T. Mollink, Allison & Co., 643 Van der Stel Buildings, Pretorius Street, Pretoria: R4 000. Commerce. (Garage.)
- 77/03495/07—NORTHLITE ELECTRICAL WHOLESALE (PTY) LTD, 10th Floor, 1010 Bosman Buildings, corner of Eloff and Jeppe Streets, Johannesburg: R4 000. Secondary. (Electrical manufacturers.)
- 77/03496/07—CANNA MOTORS (PTY) LTD, 1101 11th Floor, Kelhof, corner of Pritchard and Delvers Streets, Johannesburg: R25 000. Commerce. (Garage.)
- 77/03497/07—WOLSELEY HOTEL (PTY) LTD, Eeufesstraat 17, Wolseley: R1 000. Commerce. (Hotel.)
- 77/03498/07—HARTMOR FLUORITE (PTY) LTD, 509 Ferreira House, 26 Ferreira Street, Johannesburg: R10 000. Mining.
- 77/03499/07—RETRO INDUSTRIES (PTY) LTD, 1014 Rand Central, 165 Jeppe Street, Johannesburg: R4 000. Secondary. (Manufacture of electrical equipment.)
- 77/03500/07—SAFARI RESTAURANT (EDMS.) BPK., p/a C. C. Steyn & Kie., Brandstraat 53c, Frankfort: R4 000. Handel. (Restaurant.)
- 77/03501/07—ASSOCIATED INSURANCE BROKERS (PTY) LTD, 112a Main Street, Somerset West: R4 000. Commerce. (Insurance brokers.)
- 77/03502/07—MALONJENI PROPERTIES (PTY) LTD, 87 Kerk Street, Ermelo: R210. Farming.

- 77/03503/07—E.D.E. (PTY) LTD, 802 Trust House, Thibault Square, Cape Town. R4 000. Secondary. (Engineering.)
- 77/03504/07—RUSLAND BOERDERYE (EDMS.) BPK., p/a Badenhorst & Kie., Albengebou, Chamberlainstraat, Rietfontein, Pretoria: R4 000. Landbou.
- 77/03505/07—NETHERICK (PTY) LTD, Second Floor, The Mews, 172 Oxford Road, Rosebank, Johannesburg: R4 000. Secondary. (Engineering.)
- 77/03506/07—GARLICHE & BOUSFIELD INCORPORATED, 11th Floor, Standard House, 275 Smith Street, Durban: R4 000. Services.
- 77/03507/07—HARSHILL HOLDINGS (PTY) LTD, First Floor, Marshall Place, 66 Marshall Street, Johannesburg: R4 000. Investments.
- 77/03508/07—M.R.J. THEATRICAL PRODUCTIONS (PTY) LTD, 120 Main Road, Claremont: R4 000. Commerce. (Entertainment.)

SPECIAL RESOLUTIONS/SPEZIALE BESLUIT

Conversions/Omskeppings

(Name of company, converted from what to what, date of registration/Naam van maatskappy, omskepping van wat na wat, datum van registrasie.)

- FEDMAR IMPORTS & EXPORTS LTD, from private to public: 21/10/77.
- CARDIUM HOLDINGS LTD, from private to public: 24/10/77.
- VERENIGDE SUIDELIKE WAPENFABRIEK (EDMS.) BPK., vanaf publiek na privaas: 19/10/77.
- PHOTOCO (PTY) LTD, from public to private company: 27/10/77.

Change of name/Naamsverandering

(Old name, new name, date of registration of special resolution/Ou naam, nuwe naam, datum van registrasie van spesiale besluit.)

- Seven Two Eight Scotburgh Investments (Pty) Ltd, PALMS FLATS (PTY) LTD: 21/10/77.
- Impela Leather (Pty) Ltd, IMPELE LEATHER (PTY) LTD: 21/10/77.
- White Motor Corporation (South Africa) (Pty) Ltd, EUCLID (SOUTH AFRICA) (PTY) LTD: 21/10/77.
- Chloorkop Cash Store (Pty) Ltd, CRESCENT INTERNATIONAL S.A. (PTY) LTD: 21/10/77.
- Vianini Pipes (Pty) Ltd, OMEGA-BARFEL HOLDINGS (PTY) LTD: 21/10/77.
- Industrial Tyre Co. (Pty) Ltd, WATT INDUSTRIAL TYRE CO. (PTY) LTD: 21/10/77.
- Contact Electrical (Walvis Bay) Ltd, CONTACT ELECTRICAL (PTY) LTD: 21/10/77.
- Marshall Tyres (Pty) Ltd, STAND THREE TWO SEVEN SELBY EXT. NO. 2 (PTY) LTD: 21/10/77.
- Jest (Pty) Ltd, JOROMÉ FRAMES (PTY) LTD: 21/10/77.
- Marine Products Ltd, FEDERALE VOEDSEL BEPERK: 21/10/77.
- Maxwell Stern Marketing South Africa (Pty) Ltd, HAZELS TRADING (PTY) LTD: 21/10/77.
- Electrode Electrical (Pty) Ltd, CORPORATE IMAGE (PTY) LTD: 21/10/77.
- Selcourt Extension Two Stand Two Nine Six (Pty) Ltd, RAHELL INVESTMENTS (PTY) LTD: 21/10/77.
- Maureen Cohen Estates (Pty) Ltd, LEXTRONICS (PTY) LTD: 21/10/77.
- Menalia (Pty) Ltd, MARDEL PROMOTIONS (PTY) LTD: 21/10/77.
- Fedmar Imports & Exports Beperk, MARINE PRODUCTS BEPERK: 21/10/77.
- Rontgen Technische Dienste (Pty) Ltd, CONVEX CHEMICALS (PTY) LTD: 24/10/77.
- T. J. Kleinhans Bouaannemers (Edms.) Bpk., TRIPLE-KAY INVESTMENTS (PTY) LTD: 24/10/77.
- Cimas Trust Equipment Co. (Pty) Ltd, NOSMOTH LEASING INVESTMENTS (PTY) LTD: 24/10/77.
- Canes & French Film Productions (Pty) Ltd, KEN FRENCH FILMS (PTY) LTD: 24/10/77.
- S.A. Forwarding & Clearing, CORPORATION (DURBAN WAREHOUSE) SAFCOR (DURBAN WAREHOUSE) PRIVATE COMPANY: 24/10/77.
- Aldebaran Fisheries (Pty) Ltd, SOUTH COAST FISHING CO. (PTY) LTD: 24/10/77.
- Albert Marock (1977) (Pty) Ltd, ALBERT MAROCK (PTY) LTD: 24/10/77.
- Trevapahl Enterprises (Pty) Ltd, M.P.L. MINING SUPPLIES (PTY) LTD: 24/10/77.
- D. Rautenbach Bouers (Edms.) Bpk., AQUATHERM (PTY) LTD: 24/10/77.
- Battery and Tyre Exchange (Pty) Ltd, PARRY MOTOR SERVICES (PTY) LTD: 24/10/77.
- Quiltile (Pty) Ltd, MANA (PTY) LTD: 24/10/77.
- Microsystems S.A. (Pty) Ltd, MICRO INVESTMENT SYNDICATE MANAGEMENT CO. (PTY) LTD: 24/10/77.
- N.B.G.M. Estates (Pty) Ltd, FOURTY FOUR/FOURTY SIX ALICE STREET (PTY) LTD: 24/10/77.
- Abbotsford Brick Co. (Pty) Ltd, DARCO (PTY) LTD: 24/10/77.
- Rustenburg Transport (Edms.) Bpk., I. VORSTER (BRITS) (EDMS.) BPK.: 24/10/77.
- R.P. Construction (Pty) Ltd, BOND ASSOCIATES (PTY) LTD: 24/10/77.
- Pinati (Pty) Ltd, PERMANENT TRUST ASSOCIATION (PTY) LTD: 24/10/77.
- Auleta Investments (Pty) Ltd, AULETA FARMS (PTY) LTD: 24/10/77.
- Elektro Hinsch Investments (Pty) Ltd, URUMBUNGO BELEGINGS (EDMS.) BPK.: 25/10/77.
- Intercommercia Air Ways (Pty) Ltd, ATRO UNIVERSAL AIRLINES (PTY) LTD: 3/10/77.
- Transvaal Protea Nursery (Pty) Ltd, ENERGY FACTORS (PTY) LTD: 26/10/77.
- Mac Jeff Properties (Pty) Ltd, RENNIE PRACHT AIR FORWARDING (PTY) LTD: 26/10/77.
- Harvey Rothschild & Malcolm Grant (Pty) Ltd, GRANT AND LYON (PTY) LTD: 26/10/77.
- Klöckner-Ferromatik (South Africa) (Pty) Ltd, KLÖCKNER-BECORIT (SOUTH AFRICA) (PTY) LTD: 26/10/77.
- Electronic Mining Laboratories (Pty) Ltd, ANIMADS PRODUCTIONS (PTY) LTD: 26/10/77.
- Frick Naaimasjiene (Edms.) Bpk., TERRALAB (EDMS.) BPK.: 26/10/77.
- G. D. Rossouw Plant Hire (Pty) Ltd, GARGO CARRIERS (ALRODE) (PTY) LTD: 26/10/77.
- E. Mulhaupt (Pty) Ltd, JEFFS HANDY HARDWARE (PTY) LTD: 26/10/77.
- Erf Seventy Nine Annaty (Pty) Ltd, HOVE-TO-HOLDINGS (PTY) LTD: 26/10/77.
- Twins Central Warehouse (Pty) Ltd, UNIQUE JEWELLERS (PTY) LTD: 26/10/77.
- Transmopani Prospecting (Pty) Ltd, POWER MOULDINGS (PTY) LTD: 26/10/77.
- Excelsior Darling (Edms.) Bpk., EXCELSIOR RAWSONVILLE (EDMS.) BPK.: 9/10/77.
- Hansen Philips and Co. (Pty) Ltd, EPSTEIN PHILIPS AND CO. (PTY) LTD: 26/10/77.
- V.P.D. Pharmacies (Pty) Ltd, WALTERS BRINK & COETZEE INC.: 26/10/77.
- Spartan Fifty (Pty) Ltd, J. FERREIRA AND SONS (PTY) LTD: 26/10/77.
- Egon Service Station (Pty) Ltd, EGON SERVICES (PTY) LTD: 26/10/77.
- B. Shore (Pty) Ltd, BRYCON CONSTRUCTION (PTY) LTD: 26/10/77.
- EMI-Electro Security (Pty) Ltd, NATAL ELECTRO SECURITY (PTY) LTD: 26/10/77.
- Hallroad Estates (Pty) Ltd, NORTH CAPE DRILLING (PTY) LTD: 26/10/77.
- Jimmy Harty Projects (Pty) Ltd, ROGER B. VOLCK & CO. (PTY) LTD: 26/10/77.
- Kindbal (Pty) Ltd, G.L.K. ENGINEERING (PTY) LTD: 26/10/77.
- Harlex Pharmaceuticals (Pty) Ltd, REICHENBERG PHARMACEUTICALS: 26/10/77.
- Rand Painters (Pty) Ltd, SHAREDEX NOMINEES (PTY) LTD: 26/10/77.
- Cleaning Equipment Suppliers (Transvaal) (Pty) Ltd, GATESVILLE BAZAAR (PTY) LTD: 26/10/77.
- Erf Four Four Two Three Somerset-West (Pty) Ltd, H. OFFEN PROPERTIES (PTY) LTD: 27/10/77.
- Kordisk (Pty) Ltd, CHIEF BURGER HOLDINGS (PTY) LTD: 27/10/77.
- Pinevalley Builders (Pty) Ltd, DEN DISC'S (PTY) LTD: 27/10/77.
- Grasvenor Finance Co. (Pty) Ltd, BOWORTH HOLDINGS (PTY) LTD: 27/10/77.
- Maddison Street Properties (Pty) Ltd, D.I.Y. MARKETING (PTY) LTD: 27/10/77.
- Jenba Hardware (Pty) Ltd, PIVOT ENGINEERING (PTY) LTD: 27/10/77.
- Longlife Parts (Pty) Ltd, PREMIER METAL EQUIPMENT CO. (PTY) LTD: 27/10/77.
- Betaland Investments (Pty) Ltd, THERMWELL PRODUCTS (PTY) LTD: 27/10/77.
- Trekker Nywerhede (Edms.) Bpk., PREMIER METAL MECHANICAL HANDLING CO. (PTY) LTD: 27/10/77.
- Maywe & Allen (Eastern Province) (Pty) Ltd, PREMIER METAL USED EQUIPMENT CO. (PTY) LTD: 27/10/77.

Translated names/Vertaalde name

(Name of company, date of registration of name/Naam van maatskappy, datum van registrasie van naam.)

H. N. J. VAN RENSBURG BELEGGINGS (EDMS.) BPK./
H. N. J. VAN RENSBURG INVESTMENTS (PTY) LTD: 25/10/77.
PROTEA DROERS/PROTEA DRIERS: 25/10/77.

REGISTRATION OF DEFENSIVE NAMES/REGISTRASIE VAN DEFENSIEWE NAME

(Number, name and address of company, date of registration/Nummer, naam en adres van maatskappy, datum van registrasie.)

D77/966—CRISTOL CRAFT, c/o Ian Cristol, 21 Arcadia Road, Chiselhurst, Sandton, Johannesburg, 2196: 27/10/77.
D77/967—MINISERVICES HEELBARS, Impulse Merchandising (Pty) Ltd, c/o Adams & Adams, P.O. Box 1014, Pretoria: 31/10/77.
D77/968—NITE-ALITE, c/o A. Jaffe, 41 Westminster Drive, Craighall Park, Johannesburg: 31/10/77.
D77/969—GOODMANS LOUDSPEAKERS AND ELECTRONICS, c/o Goodmans Loudspeakers and Electronics, P.O. Box 43075, Industria, 2042: 28/10/77.
D77/970—PLASTIFORM, c/o Calan Management Services (Pty) Ltd, P.O. Box 781794, Sandton, 2146: 28/10/77.
D77/971—QUASI ARC COMPANY S.A., African Oxygen Limited, c/o The Group Secretary, P.O. Box 5404, Johannesburg, 2000: 28/10/77.
D77/972—PRETORIA PROPERTY INVESTMENTS, c/o Kaplan & Kaplan, P.O. Box 1470, Pretoria: 28/10/77.
D77/973—READSON TEXTILES & GARMENTS, c/o Peat, Marwick, Mitchell & Company, P.O. Box 7400, Johannesburg, 2000: 29/10/77.
D77/974—CAPCAR, c/o Kaplan & Kaplan, P.O. Box 1470, Pretoria, 0001: 28/10/77.
D77/975—ADMINISTRATIVE SERVICES, c/o P.E. Consulting Group S.A., P.O. Box 8550, Johannesburg: 31/10/77.
D77/976—H. H. FRASER AND ASSOCIATES, c/o P.E. Consulting Group S.A. (Pty) Ltd, P.O. Box 8550, Johannesburg, 2000: 31/10/77.
D77/977—LYNDHYRST BOTTLE STORE, c/o Benny Goldberg's Liquor Supermarket (Pty) Ltd, P.O. Box 9519, Johannesburg, 2000: 29/10/77.
D77/978—ENGINEERING COLLEGE OF S.A., c/o Friedland Hart & Partners, P.O. Box 1003, Pretoria: 30/10/77.
D77/979—SMADA TRUST, c/o Adams & Adams, P.O. Box 1014, Pretoria: 31/10/77.
D77/980—NEWCO TRADING COMPANY, c/o Chicks Scrap Metals (Natal) (Pty) Ltd, P.O. Box 1552, Port Elizabeth, 6000: 31/10/77.
D77/981—JONES CRANES, Jones Cranes, c/o Peat, Marwick, Mitchell & Co., P.O. Box 7400, Johannesburg, 2000: 31/10/77.
D77/982—SIMON VAN DER STEL NATIONAL TRUST, c/o Stigting Simon van der Stel, P.O. Box 1743, Pretoria: 28/10/77.
D77/983—NASIONALE HEEMSKUT SIMON VAN DER STEL, p/a Stigting Simon van der Stel, Posbus 1743, Pretoria: 28/10/77.
D77/984—VOLKSIE, Volkswagen A.G., c/o Spoor & Fisher, P.O. Box 454, Pretoria: 28/10/77.
D77/985—POLO MANUFACTURING CO., Rex Trueform Clothing Co., c/o Adams & Adams, P.O. Box 1014, Pretoria: 25/10/77.
D77/986—K. NATHAN, c/o Chicks Scrap Metals (Natal) (Pty) Ltd, P.O. Box 1552, Port Elizabeth, 6000: 25/10/77.

SPECIAL RESOLUTIONS/SPESIALE BESLUIT**Reduction of capital/Vermindering van kapitaal**

(Name of company, decrease of capital, date of registration/Naam van maatskappy, vermindering van kapitaal, datum van registrasie.)

**REDUCTION
AUTHORISES**

J. L. PAPERT (PTY) LTD, from R6 400 to R32: 24/10/77.

ISSUED

J. L. PAPERT (PTY) LTD, from R6 400 to R32: 24/10/77.

Increase of capital/Vermeerdering van kapitaal

(Name of company, increase of capital, date of registration/Naam van maatskappy, vermeerdering van kapitaal, datum van registrasie.)

CASULE PROPERTY INVESTMENT HOLDINGS COMPANY, from R1 200 000 to R1 350 000: 24/10/77.

STUART McALPINE TRAVEL (PTY) LTD, from R5 000 to R20 000: 25/10/77.

HEILET KLINIEK (EDMS.) BPK., vanaf R4 000 na R30 000: 25/10/77.

MACAMM VERMICULITE U.P. (PTY) LTD, from R4 000 to R6 000: 25/10/77.

MARINE PRODUCTS LTD, from R7 500 000 to R10 000 000: 24/10/77.

HOOGKWARTIER LANDGOED (EDMS.) BPK., vanaf R100 na R101: 26/10/77.

KUILSRIVIER RESTAURANT EN DRANKSAAK (EDMS.) BPK., vanaf R4 000 na R100 000: 26/10/77.

NATAL IRON ORE AND COAL MINES (PTY) LTD, from R100 to R100 000: 26/10/77.

OGIES BAKERY (PTY) LTD, from R500 000 to R750 000: 26/10/77.

PALMS BAKERY (PTY) LTD, from R15 000 to R350 000: 27/10/77.

THADDEUS (PTY) LTD, from R4 000 to R5 000 000: 27/10/77.

ALBANY BAKERS AND CONFECTIONERS (PTY) LTD, from R5 000 to R1 000 000: 28/10/77.

SALZGITTER (S.A.) (PTY) LTD, from R45 000 to R200 000: 28/10/77.

DISSOLUTIONS/ONTBINDINGS

Dissolution in terms of section 154 (1) of the Companies Act, No. 46 of 1926, as amended/Ontbinding kragtens artikel 154 (1) van die Maatskappywet, No. 46 van 1926, soos gewysig

(Name of company, date of dissolution/Naam van maatskappy, datum van ontbinding.)

FRANK LEE ASSOCIATES (PTY) LTD: 26/10/77.

RAMON THERON'S BODY & SPRAY WORKS (PTY) LTD: 26/10/77.

PREM WIN MANUFACTURERS (PTY) LTD: 26/10/77.

Notice in terms of section 419 (2) of the Companies Act, 1973 (No. 61 of 1973), of Dissolution of Companies/Kennisgewing ingevolge artikel 419 (2) van die Maatskappywet, 1973 (No. 61 van 1973), van Ontbinding van Maatskappye

SCORPIO HOLDINGS (PTY) LTD: 26/10/77.

RAIT HANDELAARS (PTY) LTD: 26/10/77.

CREATIVE HOLDINGS (PTY) LTD: 26/10/77.

AKU INVESTMENTS (PTY) LTD: 26/10/77.

JAMES WINN ESTATES (PTY) LTD: 26/10/77.

TREDKOR BELEGGINGS (EDMS.) BPK.: 28/10/77.

UPINGTON ELECTRO-HAUS (PTY) LTD: 28/10/77.

G.L. & H. COMPANY (PTY) LTD: 28/10/77.

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REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
 VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2569

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Vol. 149]

PRETORIA, 11 NOVEMBER 1977

[No. 5802

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2302

11 November 1977

WAGE ACT, 1957

WAGE DETERMINATION 374

**CONDENSED MILK AND OTHER MILK PRODUCTS
 INDUSTRY, CERAIN AREAS**

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Condensed Milk and Other Milk Products Industry, Certain Areas, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. Area and scope of the Determination

This determination shall apply to all the employers and all their employees, other than managers, in the Condensed Milk and Other Milk Products Industry in the following areas:

Cape Province.—The Magisterial Districts of Goodwood, Mafeking, Mossel Bay, Mount Currie, Riverdale, Robertson and Vryburg.

Natal.—The Magisterial Districts of Bergville, Estcourt and Polela.

Orange Free State.—The Magisterial Districts of Bethlehem, Bloemfontein, Frankfort, Harrismith, Heilbron, Koppies, Lindley, Senekal and Vrede.

Transvaal.—The Magisterial Districts of Bethal, Bloemhof, Pretoria, Schweizer-Reneke, Standerton and Volksrust.

2. Definitions

(a) 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—

(1) "artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2302

11 November 1977

LOONWET, 1957

LOONVASSTELLING 374

**KONDENSEMELK- EN ANDER MELKPRODUKTE-
 NYWERHEID, SEKERE GEBIEDE**

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Kondensmelk- en Ander Melkprodukte-nywerheid, Sekere Gebiede, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. Gebied en omvang van die Vasstelling

Hierdie vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Kondensmelk- en Ander Melkproduktenywerheid in die volgende gebiede, naamlik:

Kaapprovinsie.—Die landdrostdistrikte Goodwood, Mafeking, Mosselbaai, Mount Currie, Riversdal, Robertson en Vryburg.

Natal.—Die landdrostdistrikte Bergville, Estcourt en Polela.

Oranje-Vrystaat.—Die landdrostdistrikte Bethlehem, Bloemfontein, Frankfort, Harrismith, Heilbron, Koppies, Lindley, Senekal en Vrede.

Transvaal.—Die landdrostdistrikte Bethal, Bloemhof, Pretoria, Schweizer-Reneke, Standerton en Volksrust.

2. Woordomsrywings

(a) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

(1) "ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van gemelde Wet;

(2) "assistant foreman" means an employee who, under the general supervision of a foreman, performs any of the activities or duties of a foreman and who may act for him during his absence;

(3) "ammonia compressor plant operator" means an employee who, under the supervision of a foreman, is in charge of an ammonia compressor plant;

(4) "irradiating plant operator" means an employee who is in charge of and responsible for the operation of an irradiating plant, including the maintenance of correct currents;

(5) "roller drier operator" means an employee who is in charge of and responsible for the operation of a roller drier or a vacuum roller drier;

(6) "mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist or fork-lift truck used in loading, unloading, moving or stacking of goods;

(7) "automatic vacuum tunnel operator" means an employee who is in charge of and responsible for the operation of an automatic vacuum tunnel;

(8) "vacuum oven operator" means an employee who is in charge of and responsible for the operation of a vacuum oven drier or a drying tunnel other than an automatic vacuum tunnel;

(9) "establishment" means any premises in or in connection with which one or more employees are employed in the Condensed Milk and Other Milk Products Industry;

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

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

the activities of an establishment and the employees engaged therein;

(11) "chemical technician" means an employee who is engaged in initiating checking, supervising or carrying out tests of raw materials or manufactured products and interpreting the data derived from such tests in connection with the preparation of products;

(12) "day", in relation to a shift worker, means the period of 24 hours calculated from the time the employee commences work;

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

(14) "District A" means the Magisterial Districts of Bloemfontein, Goodwood and Pretoria;

(15) "District B" means the Magisterial Districts of Bethlehem, Estcourt, Harrismith and Mossel Bay;

(16) "District C" means the Magisterial Districts of Bergville, Bethal, Bloemhof, Frankfort, Heilbron, Koppies, Lindley, Mafeking, Mount Currie, Poles, Riversdale, Robertson, Schweizer-Reneke, Senekal, Standerton, Volksrust, Vrede and Vryburg;

(17) "spray drier operator" means an employee who is in charge of and responsible for the operation of a spray drying plant;

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

(19) "factor clerk" means an employee who, under the supervision of a male clerk, is engaged in any one or more of the following operations:

- (a) Assembling orders, marking or addressing containers by hand;
- (b) recording quantities of goods consumed or their mass;
- (c) recording the times worked by employees;
- (d) issuing or recording labels;
- (e) weighing goods;
- (f) recording piece-work earnings;
- (g) supervising the off-loading of goods or checking or recording such goods;

(20) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may also effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan;

(21) "Area A" means the Magisterial District of Goodwood;

(22) "Area B" means the Magisterial District of Pretoria;

(23) "Area C" means the Magisterial District of Bloemfontein;

(2) "assistent-voorman" 'n werknemer wat, onder die algemene toesig van 'n voorman, enige van die werksaamhede of pligte van 'n voorman verrig en wat gedurende sy afwesigheid namens hom kan waarneem;

(3) "bediener van 'n ammoniak-kompressorinstallasie" 'n werknemer wat onder toesig van 'n voorman in beheer is van 'n ammoniak-kompressorinstallasie;

(4) "bediener van 'n bestraalinstallasie" 'n werknemer wat in beheer is van en verantwoordelik is vir 'n bestraalinstallasie waarby die handhawing van die juiste stroom ingesluit is;

(5) "bediener van 'n droogwals" 'n werknemer wat in beheer is van en verantwoordelik is vir die funksionering van 'n droogwals of a vakuumdroomwals;

(6) "bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaangetrewe mobiele hystoestel of vorkheftrug bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word;

(7) "bediener van 'n outomatiese vakuuimtonnel" 'n werknemer wat beheer het oor en verantwoordelik is vir die funksionering van 'n outomatiese vakuuimtonnel;

(8) "bediener van 'n vakuuimdoond" 'n werknemer wat beheer het oor en verantwoordelik is vir die funksionering van 'n vakuuimdoondroër of 'n droogtonnel anders as 'n outomatiese vakuuimtonnel;

(9) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Kondensmelk- en Ander Melkproduktenywerheid in diens is;

(10) "bestuurder" 'n werknemer wat sy werkgewer belas is met die algehele—

- (a) toesig oor;
- (b) verantwoordelikheid vir; en
- (c) leiding van;

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

(11) "chemiese tegnikus" 'n werknemer belas met die invoering, kontroliering, toesig oor en uitvoering van die toetse waaraan grondstowwe of fabrikate onderwerp word en met die vertolkings van die resultate van sodanige toetse in verband met die bereiding van produkte;

(12) "dag" met betrekking tot 'n skofwerker, die tydperk van 24 uur gereken vanaf die tydstop waarop die werknemer begin werk;

(13) "deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as 2 dae in 'n week 'n motorvoertuig vir altesaam hoogstens 3 uur op enige sodanige dag dryf en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee;

(14) "distrik A" die landdrostdistrikte Bloemfontein, Goodwood en Pretoria;

(15) "distrik B" die landdrostdistrikte Bethelhem, Estcourt, Harrismith en Mosselbaai;

(16) "distrik C" die landdrostdistrikte Bergville, Bethal, Bloemhof, Frankfort, Heilbron, Koppies, Lindley, Mafeking, Mount Currie, Poles, Riversdal, Robertson, Schweizer-Reneke, Senekal, Standerton, Volksrust, Vrede en Vryburg;

(17) "droogspuitbediener" 'n werknemer wat beheer het oor 'n droogspuitinstallasie en vir die funksionering daarvan verantwoordelik is;

(18) "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos gereed te bly om te dryf;

(19) "fabrieksklerk" 'n werknemer wat onder toesig van 'n manlike klerk een of meer van die volgende werksaamhede verrig:

- (a) Bestellings opmaak, houters met die hand merk of adresseer;
- (b) die hoeveelheid of massa van verbruikte goedere aanteken;
- (c) die werktid van werknemers aanteken;
- (d) etikette uitreik of aanteken;
- (e) massameet van goedere;
- (f) stukwerklone aanteken;
- (g) toesig hou oor die aflaai van goedere of sodanige goedere nasien of aanteken;

(20) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

(21) "gebied A" die landdrostdistrik Goodwood;

(22) "gebied B" die landdrostdistrik Pretoria;

(23) "gebied C" die landdrostdistrik Bloemfontein;

(24) "Area D" means the Magisterial Districts of Mossel Bay, Riversdale and Robertson;

(25) "Area E" means the Magisterial Districts of Bethlehem, Bergville, Bethal, Harrismith, Heilbron, Senekal, Standerton and Volksrust, and the municipal areas of Estcourt and Vryburg;

(26) "Area F" means all other areas not mentioned in the definitions of "Area A", "Area B", "Area C", "Area D" and "Area E";

(27) "qualified", in respect of an employee, means that as a result of the employee's experience in his class of work he is entitled to receive the highest scale of wages prescribed for that class of work, and, conversely, "unqualified" means that, as a result of his experience in his class of work, he is not entitled to such highest scale;

(28) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

(29) "clerk" means an employee who is engaged in writing, typing, filing or in any form clerical work and includes a cashier, storeman, dispatch clerk, receiving clerk and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's work;

(30) "Condensed Milk and Other Milk Products Industry" means the industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities, namely the manufacture, packing, drying, powdering, preserving, concentrating or canning of—

(i) milk or products of which milk or a milk derivative is the principal component;

(ii) infant or invalid foods of which milk or a milk derivative is the principal component (excluding the manufacture or packing of infant or invalid foods if conducted in establishments which are subject to the provisions of Wage Determination 311, Food Industry, Republic of South Africa, published under Government Notice R. 3106 of 15 August 1969, as amended by Government Notice R. 466 of 14 March 1975);

and includes all activities incidental to or consequent on any of the aforesaid activities, but does not include the dairy trade or the dairy industry;

(31) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings;

(32) "laboratory assistant" means an employee who, under the supervision of a chemical technician or a milk tester, is engaged in preparing samples or making initial or routine tests and who may record the results thereof;

(33) "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: Provided—

(i) that, if 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;

(ii) that the first proviso shall not be construed as referring to or including any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis;

(34) "casual employee" means an employee who is employed by the same employer on not more than three days in any week;

(35) "storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to the consuming departments in an establishment or for despatch;

(36) "machine operator" means an employee who operates, starts or stops a power-driven machine and checks the operation of the machine and who may—

(i) make minor running adjustments and minor repairs to the machine;

(ii) oil and grease the machine;

(iii) feed into and take off from the machine;

and the expression "operating a machine" has a corresponding meaning;

(37) "machine handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment, but who does not do any work normally performed by an artisan;

(24) "gebied D" die landdrosdistrikte Mosselbaai, Riversdal en Robertson;

(25) "gebied E" die landdrosdistrikte Bethlehem, Bergville, Bethal, Harrismith, Heilbron, Senekal, Standerton en Volksrust en die munisipale gebiede Estcourt en Vryburg;

(26) "gebied F" alle ander gebiede nie in die woordomskrivings van "gebied A", "gebied B", "gebied C", "gebied D", en "gebied E" gemeld nie;

(27) "gekwalifiseerd" met betrekking tot 'n werknemer, dat vanweë die werknemer se ondervinding in sy klas werk, hy geregtig is op die hoogste loonskaal wat vir daardie klas werk voorgeskryf is; en, omgekeerd, beteken "ongekwalifiseerd" dat vanweë sy ondervinding in sy klas werk, hy nie op sodanige hoogste skaal geregtig is nie;

(28) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal;

(29) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, magasynman, versendingsklerk, ontvangsklerk en 'n telefoonskakelbordoperateur, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk;

(30) "Kondensmelk- en Ander Melkproduktenywerheid" die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, met die doel om een of meer van die volgende werksaamhede te verrig, naamlik die vervaardiging, verpakking, droging, verpoeiering, verduursaming, konsentring of inmaak van—

(i) melk of produkte waarvan melk of 'n melkderivaat die hoofbestanddeel vorm;

(ii) kleinkinder- of invalidevoedsel waarvan melk of 'n melkderivaat die hoofbestanddeel vorm (uitgesonderd die vervaardiging of verpakking van kleinkinder- of invalidevoedsel indien uitgeoefen in bedryfsinrigtings wat onderworpe is aan die bepaling van Loonvaststelling 311, Voedselnywerheid, Republiek van Suid-Afrika gepubliseer by Goewermentskennisgewing R. 3106 van 15 Augustus 1969, soos gewysig by Goewermentskennisgewing R. 466 van 14 Maart 1975);

en omvat dit alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit maar omvat dit nie die melkerybedryf of die suiwelnywerheid nie;

(31) "korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n slappe in die nywerheid, tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

(32) "laboratoriumassistent" 'n werknemer wat onder toesig van 'n chemiese tegnikus of 'n melktoetser monsters voorberei of eerste of verloopstoetse uitvoer en wat die resultate daarvan mag aanteken;

(33) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkeure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbehoudbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

(34) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

(35) "magasynman" 'n werknemer wat beheer het oor die voorrade, inkomende goedere of afgewerkte of gedeeltelik afgewerkte produkte en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te verpak of uit te pak of om goedere uit 'n magasyn of pakhuis aan die verbruiksafdelings in 'n bedryfsinrigting of vir versending te lewer;

(36) "masjienbediener" 'n werknemer wat 'n kragaangedrewe masjien bedien, aansit of stopsit en die funksionering daarvan kontroleer en wat—

(i) kleinere verstellings en kleinere herstelwerk aan die masjien mag doen;

(ii) die masjien mag olie en smeer;

(iii) die masjien mag voer en leegmaak;

en die uitdrukking " 'n masjien bedien" het 'n ooreenstemmende betekenis;

(37) "masjienfaktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting wat regstreeks gebruik word by die vervaardiging van die produkte van 'n bedryfsinrigting, maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie;

(38) "machine minder" means a employee who is engaged in watching a power-driven machine with the duty to report any malfunctioning or stopping of such machine to the machine operator, a panman or a shiftsman and who may—

- (i) start and stop the feed into such machine;
- (ii) feed into and take off from such machine by hand;
- (iii) stop the machine in the event of its malfunctioning if the machine operator, panman, or shiftsman is beyond reach, but who may not start, restart or make any adjustment to such machine except under the direct instruction of the machine operator, panman or shiftsman, and the expression "minding a machine" has a corresponding meaning;

(39) "dairy trade" means the trade in which employers and employees are associated for the sale or distribution or the sale and distribution of—

- (i) whole milk; or
- (ii) any or all of the articles included in the definition of dairy products, if such sale or distribution or sale and distribution is in association with the sale or distribution or sale and distribution of whole milk;

and further includes all work incidental thereto;

(40) "milk tester" means an employee who is a holder of a current certificate of proficiency for grading milk or cream issued by or on behalf of the Secretary for Agricultural Economics and Marketing and who is engaged in preparing samples or making initial or routine tests and recording the result thereof;

(41) "motor vehicle" means any power-driven vehicle used for conveying goods, other than traveller's samples, and includes a mechanical horse and a tractor, but does not include a mobile hoist;

(42) "emergency work" means—

(a) any work which, owing to an unforeseen increase in the supply of milk or unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft, or a breakdown of plant or machinery or a motor vehicle, must be done without delay;

(b) any work in connection with the loading or unloading of—

- (i) ships;
- (ii) trucks or vehicles of the South African Railways and Harbours; or
- (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or

(c) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; or

(d) any work in connection with the receiving, storing or processing of fresh milk or the filling or packing of milk products which cannot be done during the ordinary working hours on the day the fresh milk is received by reason of—

- (i) the late arrival of such milk occasioned by—
 - (aa) South African Railways and Harbours' train delays;
 - (ab) wet weather roads;
- (ii) the breakdown of electric power;

(43) "unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle or a cycle fitted with an auxiliary engine, the unladen mass shall be deemed not to exceed 450 kg;

(44) "chargehand" means an employee who is in charge of a group of Grade IV employees;

(45) "experience" means, in relation to—

(a) a clerk, other than a receiving clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;

(b) any other class of employee, the total period or periods of employment which an employee has had in his class in the Condensed Milk and Other Milk Products Industry;

(46) "receiving clerk" means an employee who is engaged in and responsible for receiving and weighing fresh milk and recording the mass thereof;

(47) "receiving clerk's assistant" means an employee who is engaged in counting cans containing milk belonging to individual producers and who calls out the number of cans or the names or identification marks of such producers to the receiving clerk;

(48) "supervisor" means an employee, other than a foreman or an assistant foreman, who is engaged in supervising a group of Grade I, Grade II or Grade III employees;

(38) "masjiennoppasser" 'n werknemer wat 'n kragaangedrewe masjienn oppas en wie se plig dit is om die masjiennbediener, 'n panwerker of 'n skofman in kennis te stel wanneer sodanige masjienn sleg werk of gaan staan en wat—

- (i) die toevoer na sodanige masjienn aan die gang mag sit en stop;
- (ii) met die hand sodanige masjienn mag voer en leegmaak;
- (iii) by foutiewe werkverrigting die masjienn kan stopsit wanneer die masjiennbediener, 'n panwerker of 'n skofman buite bereik is;

maar wat sodanige masjienn nie mag aansit of na sodanige stilstand weer aansit of enige verstelling daaraan doen nie, behalwe in regstreekse opdrag van die masjiennbediener, panwerker of skofman, en "masjienn oppas" het 'n ooreenstemmende betekenis;

(39) "melkerybedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop of verspreiding of verkoop en verspreiding van—

- (i) volmelk; of
- (ii) enigeen van of al die artikels wat in die omskrywing van suiwelprodukte ingesluit is, indien die verkoop of verspreiding of verkoop en verspreiding saam met die verkoop of verspreiding of verkoop en verspreiding van volmelk geskied;

en omvat dit verder alle werksaamhede wat daarmee in verband staan;

(40) "melktoetsers" 'n werknemer wat in besit is van 'n geldige sertifikaat van bevoegdheid in die klassifiseer van melk of room uitgereik deur of namens die Sekretaris van Landbou-ekonomie en -bemaking en wat monsters voorberei of eerste of verloopstoepte uitvoer en die resultate daarvan aanteken;

(41) "motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere uitgesonderd 'n handelsreisiger se monsters en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel nie;

(42) "noodwerk"—

(a) enige werk wat weens 'n onvoorsiene toename in die verskaffing van melk of onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal, of 'n onklaarraking van installasie van masjinerie of 'n motorvoertuig, sonder versuim gedoen moet word;

(b) enige werk in verband met die laai of aflaai van—

- (i) skepe;
- (ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of
- (iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; of

(c) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werksure verrig kan word nie;

(d) alle werk in verband met die ontvangs, opslag of verwerking van vars melk of die vul of verpakking van melkprodukte wat nie gedurende die gewone werksure op die dag waarop die vars melk binnekom gedoen kan word nie weens—

- (i) die laat aankoms van sodanige melk as gevolg van—
 - (aa) vertraging van die treine van die Suid-Afrikaanse Spoorweë en Hawens;
 - (ab) nat paaie;
- (ii) 'n elektriese kragonderbreking;

(43) "onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n tweewiel- of driewielmotorfiets, bromponie of bromfiets of trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees;

(44) "onderbaas" 'n werknemer wat in beheer is van 'n groep werknemers, graad IV;

(45) "ondervinding" met betrekking tot—

(a) 'n klerk, uitgesonderd 'n ontvangsklerk, die totale tydperk of tydperke diens wat 'n werknemer as klerk in enige bedryf of in diens van die Staat gehad het;

(b) enige ander klas werknemer, die totale tydperk of tydperke diens wat hy as werknemer van sy klas in die Kondensmelk- en Ander Melkproduktenywerheid gehad het;

(46) "ontvangsklerk" 'n werknemer wie se werk en verantwoordelikhed dit is om die vars melk te ontvang en te weeg en om die gewig daarvan aan te teken;

(47) "ontvangsklerk se assistent" 'n werknemer wat kanne met melk wat aan afsonderlike produsente behoort, tel en die aantal kanne of die name of uitkenningsmerke van sodanige produsente aan die ontvangsklerk meedeel;

(48) "opsigter" 'n werknemer, uitgesonderd 'n voorman of 'n assistent-voorman, wat toesig hou oor 'n groep werknemers, graad I, graad II of graad III;

(49) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 5 (1) or (2), but does not include any period during which an employee whose ordinary hours of work are prescribed in clause 5 (1) works for his employer on a Sunday;

(50) "panman" means an employee who is in charge of a complete vacuum pan condensing unit and who is responsible for—

- (a) the pasteurising and condensing of milk;
- (b) the cooling of condensed milk; and
- (c) the mixing of ingredients according to formula;

(51) "senior managerial or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment;

(52) "shiftsman" means an employee who is in charge of a drying plant, including the pasteurising, drying, separating, milling and sifting machines, and of the employees employed in connection with such plant and who is responsible for the efficient performance by them of their duties and who may start, stop and make minor repairs and adjustments to machinery;

(53) "shift worker" means an employee who is engaged on shiftwork in an activity in an establishment in which two or three shifts per day on at least five days per week are worked;

(54) "trailer" means any conveyance drawn by a motor vehicle;

(55) "sorter" means an employee who scrutinises containers and sorts out those with external defects;

(56) "fireman" means an employee who is engaged in making or maintaining fires in steam boilers, including drawing or raking;

(57) "syrup maker" means an employee who is engaged in boiling or building up syrup from sugar or other carbohydrates to a prescribed density;

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

(59) "dairy industry" means the industry in which employers and employees are associated for the purpose of manufacturing butter and/or cheese or any by-products incidental thereto;

(60) "dairy produce" means, without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk, sour milk, sterilised milk ultra-high temperature milk (UHT milk) or ice-cream;

(61) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional nature;

(62) "initial tester" means an employee, other than a laboratory assistant, who, on the arrival of milk at an establishment, tests samples of such milk for sourness by applying a chemical solution;

(63) "despatch clerk" means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, weighing, packing, marking, addressing or despatching of goods or packages;

(64) "protective clothing attendant" means an employee who is engaged in handing out overalls, aprons, gloves, galoshes, gumboots, waterproofs or other protective clothing and who supervises the laundering, ironing or mending of overalls;

(65) "double seamer feeder" means an employee who is engaged in feeding lids and tins into a double seaming machine and who may stop and start the machine and clear jams in the runway;

(66) "field officer" means an employee who advises farmers on the production and handling of milk;

(67) "foreman" means an employee who is in charge of employees in an establishment or section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

(68) "Grade I employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (a) Ammonia compressor plant operator;
- (b) irradiating plant operator;
- (c) roller drier operator;
- (d) vacuum oven operator;
- (e) operating any one or more of the following machines or plants:

- (i) Condensed milk filling or cap sealing machine;
- (ii) tin steriliser;
- (iii) filter press;
- (iv) homogeniser;
- (v) cooker;
- (vi) leak detector;
- (vii) automatic labeller;
- (viii) pasteuriser;
- (ix) powder filling or gassing machine;

(49) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkeure in klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie ook 'n tydperk waarin 'n werknemer wie se gewone werkeure in klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie;

(50) "panwerker" 'n werknemer wat in beheer is van 'n volledige vakuumpandensatoreenheid en wat verantwoordelik is vir—

- (a) die pasteuriseer en kondenseer van melk;
- (b) die verkoeling van blikkiesmelk; en
- (c) die vermenging van bestanddele volgens formule;

(51) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelik meebring vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting;

(52) "skofman" 'n werknemer wat in beheer is van 'n drooginstallasie, met inbegrip van die pasteuriseer-, droog-, roomaf-skei, maal- en sifmasjiene, en van die werknemers wat werksaam is in verband met sodanige installasie, wat daarvoor verantwoordelik is dat die werknemers die werk behoorlik verrig en wat masjiene mag aansit en stopsit en kleinere herstelwerk en verstellings daaraan mag doen;

(53) "skofwerker" 'n werknemer wat skofwerk doen in 'n bedryfsinrigting waarin twee of drie skofte op 'n dag op minstens vyf dae in 'n week gewerk word;

(54) "sleepwa" enige voertuig wat deur 'n motorvoertuig getrek word;

(55) "sorteerder" 'n werknemer wat houters nagaan en dié met uitwendige defekte uitsorteer;

(56) "stoker" 'n werknemer wat die vuur in 'n stoomketel maak of onderhou, met inbegrip van uithaal of hark;

(57) "stroopmaker" 'n werknemer wat van suiker of ander koolhidrate stroop van 'n voorgeskrewe dikte kook of opbou;

(58) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegron word op die hoeveelheid werk wat verrig is;

(59) "suiwelnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van botter en/of kaas of enige nuwe produkte daarmee gepaardgaande;

(60) "suiwelprodukte", sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afge-roomde melk, afgeskeide melk, plantjiemelk, suurmilk, gesteriliseerde melk, ultrahoëtemperatuurmelk (UHT-melk) of roomys;

(61) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig;

(62) "toets-er-by-ontvangs" 'n werknemer, uitgesonderd 'n laboratoriumassistent, wat sodra die melk by 'n bedryfsinrigting aankom, monsters van sodanige melk deur middel van 'n chemiese oplossing vir suurheid toets;

(63) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat toesig mag hou oor die byeenbring, nagaan, massameting, verpakking, merk, adresseer of versending van goedere of pakkette;

(64) "versorger van beskermende klere" 'n werknemer wat oorpakke, voorskote, handskoene, oorskoene, rubberstewels, waterdige jasse of ander beskermende klere uitreik en toesig hou oor die was, stryk of heelmaak van oorpakke;

(65) "voerder van 'n dubbelnaatmasjiene" 'n werknemer wat deksels en blikke in 'n dubbelnaatmasjiene voer en wat die masjiene mag aanskakel en stopsit en verstoppings uit die glygroef verwyder;

(66) "voorligtingsbeampte" 'n werknemer wat boere in verband met die produksie en hantering van melk adviseer;

(67) "voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend verrig;

(68) "werknemer graad I" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (a) Bediener van 'n ammoniak-kompressorinstallasie;
- (b) bediener van 'n bestraalinstallasie;
- (c) bediener van 'n droogwals;
- (d) bediener van 'n vakuuomond;
- (e) bediener van een of meer van die volgende masjiene of installasies:

- (i) Blikkiesmelkvul- of -verseëlmasjiene;
- (ii) bliksterilisator;
- (iii) filterpers;
- (iv) homogenisator;
- (v) kooktoestel;
- (vi) lekaanwyser;
- (vii) outomatiese etiketteerder;
- (viii) pasteurisator;
- (ix) poeivul- of gasbehandelingsmasjiene;

- (x) milk separator;
- (xi) vacuum boiler;

(69) "Grade II employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (a) Dipping in tinning process;
- (b) flanging;
- (c) guillotine cutting;
- (d) grooving by hand;
- (e) power press stamping (stamping out or pressing);
- (f) laboratory assistant;
- (g) cutting metal, other than scrap, by hand;
- (h) folding over by hand preparatory to seaming;
- (i) hand soldering;
- (j) baling waste or scrap metal by power-driven machine;
- (k) bending or body forming by power-driven machine;
- (l) seaming, grooving or locking by power-driven machine;
- (m) punching by power-driven machine;
- (n) slitting by power-driven machine;
- (o) notching by power-driven machine;
- (p) beading or trimming by machine;
- (q) operating a gas plant;
- (r) minding an automatic body maker, press slitter or soldering machine;
- (s) operating a lining, grinding or mixing machine;
- (t) syrup maker;
- (u) weighing or measuring to instructions, but other than weighing to a set scale or measuring to a set measure;

(70) "Grade III employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (a) Mobile hoist operator;
- (b) operating any one or more of the following machines:
 - (i) Automatic code-dating machine;
 - (ii) cooler;
 - (iii) varnishing machine;
- (c) making boxes or trays by hand from uncut materials;
- (d) oiling or greasing power-driven machinery or motor vehicles under supervision;
- (e) double seamer feeder;
- (f) receiving clerk's assistant;
- (g) initial tester;
- (h) protective clothing attendant;

(71) "Grade IV employee" means an employee who is engaged in any one or more of the following capacities or activities:

- (a) Packing by hand or by machine, articles of a uniform size and number into containers specially made to contain such articles;
- (b) repairing trays, crates or boxes by hand;
- (c) goods lift attendant;
- (d) applying anti-corrosive paint to machinery;
- (e) filling or emptying tins, bags, boxes or other containers by hand;
- (f) delivering or collecting letters, messages or goods on foot or by means of a bicycle, tricycle or other non-power-driven vehicle;
- (g) placing or putting tops or bottoms on containers in preparation for seaming;
- (h) assisting a guillotine operator;
- (i) assembling, checking and packing printed matter;
- (j) pushing or pulling any vehicle otherwise than by means of a mechanical device;
- (k) straightening bent flanges of cans;
- (l) lifting, moving or stacking goods by means of a power-driven but pedestrian controlled vehicle;
- (m) unpacking goods;
- (n) glueing containers by hand;
- (o) setting-up cardboard or fibre board containers;
- (p) binding, wiring or strapping boxes or other containers by hand;
- (q) stencilling or marking (but not addressing by hand) boxes, bags, cartons or other containers where no discretion is involved;
- (r) opening or closing boxes, bags, bales, cartons, cans or other containers;
- (s) opening or closing cocks or valves, under supervision;
- (t) cleaning or scraping machinery or walls in preparation for painting;
- (u) machine minder;
- (v) weighing to a set scale or measuring to a set measure;
- (w) charging or discharging can washing machines with milk cans;
- (x) fitting lids to containers by hand;
- (y) affixing ready addressed labels to boxes, bags, bales, cartons, tins, cans or other containers by hand;

- (x) roomafskeier;
- (xi) vakuumstelsel;

(69) "werknemer graad II" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (a) By die vertinproses inloep;
- (b) flense maak;
- (c) guillotinewerk;
- (d) groewe met die hand maak;
- (e) kragstempelwerk (uitstempel of pers);
- (f) laboratoriumassistent;
- (g) metaal, uitgesonderd ou-metaal, met die hand sny;
- (h) met die hand oorvou as voorbereiding vir naatwerk;
- (i) met die hand soldeer;
- (j) met 'n kragaangedrewe masjien afvalmetaal of ou-metaal baal;
- (k) met 'n kragaangedrewe masjien buig of middelstukke vorm;
- (l) met 'n kragaangedrewe masjien nate, groewe of sluitwerk maak;
- (m) met 'n kragaangedrewe masjien pons;
- (n) met 'n kragaangedrewe masjien strokies maak;
- (o) met 'n kragaangedrewe masjien uitkeep;
- (p) met 'n masjien rantvorm of afwerk;
- (q) 'n gasinstallasie bedien;
- (r) 'n outomatiese middelstukdraaier, pers, strokiessnyer of soldeermasjien oppas;
- (s) 'n voering-, vergruis- of mengmasjien bedien;
- (t) stroopmaker;
- (u) volgens instruksies massameet of meet, uitgesonderd op 'n gestelde massameter of na 'n gestelde maat.

(70) "werknemer graad III" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (a) Bediener van 'n mobiele hystoestel;
- (b) een of meer van die volgende masjiene bedien:
 - (i) Outomatiese kodedatumstempelaar;
 - (ii) verkoeler;
 - (iii) vernismasjien;
- (c) kassies of bakke uit ongesaagde materiaal met die hand gemaak;
- (d) kragaangedrewe masjinerie of motorvoertuie onder toesig olie of smeer;
- (e) 'n dubbelnaatmasjien voer;
- (f) ontvangsklerk se assistent;
- (g) toetser-by-ontvangs;
- (h) versorger van beskermende klere;

(71) "werknemer graad IV" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (a) Artikels van dieselfde grootte en getal met die hand of 'n masjien verpak in houers wat spesiaal ontwerp is om hulle te bevat;
- (b) bakke, kratte of kassies met die hand herstel;
- (c) bediener van 'n goederehysbak;
- (d) beskermende verf aan masjiene toedien;
- (e) blikke, sakke, kassies of ander houers met die hand vul of leegmaak;
- (f) briewe, boodskappe of goedere te voet of per trapfiets, driewiel of ander nie-kragaangedrewe voertuig aflewer of oplaai;
- (g) deksels of bodems op houers plaas voordat naatwerk verrig word;
- (h) die bediener van 'n guillotine help;
- (i) drukwerk byeenbring, nagaan en verpak;
- (j) enige voertuig stoot of trek uitgesonderd met 'n meganiese hulpmiddel;
- (k) geboë flerne van kanne reguit maak;
- (l) goedere met 'n kragaangedrewe maar deur 'n voetganger beheerde voertuig oplaai, verskuif of opstapel;
- (m) goedere uitpak;
- (n) houers met die hand vaslym;
- (o) karton- of veselbordhouers monteer;
- (p) kassies of ander houers met die hand vasbind of met draad of hoepels vasmaak;
- (q) kassies, sakke, kartondose of ander houers sjabloneer of merk waar geen eie oordeel vereis word, nie (maar nie met die hand adresseer nie);
- (r) kassies, sakke, bale, kartondose, kanne of ander houers oop- of toemaak;
- (s) krane of kleppe onder toesig oop- of toemaak;
- (t) masjinerie of mure skoonmaak of skraap voor dié geverf word;
- (u) masjienoppasser;
- (v) massameet op 'n gestelde massameter of meet na 'n gestelde maat;
- (w) melkkanne in kanwasmasjiene plaas of daaruit haal;
- (x) met die hand deksels op houers pas;
- (y) met die hand klaar geadresseerde etikette aan kassies, sakke, bale, kartondose, blikke, kanne of ander houers heg;

(z) loading, unloading, lifting, carrying, moving or stacking goods by hand;
 (aa) stirring by hand or operating a non-power-driven mixing machine;
 (ab) rubber stamping by hand where no discretion is involved;
 (ac) inserting liners, printed matter, discs, or rings into lids or containers by hand;
 (ad) assisting an artisan by holding articles or tools or otherwise working with him, otherwise than by the independent use of tools;
 (ae) operating a hand hoist;
 (af) oiling or greasing non-power-driven machines;
 (ag) operating a non-power-driven perforating or scoring machine;
 (ah) assisting on motor vehicles, otherwise than driving or effecting repairs;
 (ai) washing, ironing or mending overalls;
 (aj) cutting up or bailing scrap metal by hand;
 (ak) cleaning or washing premises or vehicles or tools, machinery, furniture, utensils, milk cans or other articles;
 (al) cooking rations;
 (am) sorter;
 (an) shovelling coal, including shovelling coal into boiler hoppers;
 (ao) fireman;
 (ap) making tea or similar beverages or serving tea or similar beverages to employees or his employer;
 (aq) gardening work;
 (ar) feeding or emptying grinding or milling machines;
 (as) making, maintaining or drawing fires or removing refuse or ashes;
 (at) white or colour washing of walls;
 (72) "watchman" means an employee who is engaged in guarding premises or property; and
 (73) "welfare officer" means an employee who holds a current certificate of competency in first aid issued by—
 (a) The Red Cross Society of South Africa;
 (b) St John Ambulance Association; or
 (c) Die Suid-Afrikaanse Noodhulppliga;

and who is in charge of a first aid room;

- (74) "law" includes the common law.

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

3. Remuneration

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

(a) Employees other than casual employees.

(i)

(z) met die hand goedere laai, aflaai, oplaai, dra, verskuif of opstapel;
 (aa) met die hand roer of 'n nie-kragaangedrewe mengmasjien bedien;
 (ab) met die hand rubberstempelwerk doen waar geen eie oordeel vereis word nie;
 (ac) met die hand voerings, drukwerk, skywe of ringe in deksels of houers sit;
 (ad) 'n ambagsman help deur artikels of gereedskap vas te hou of op 'n ander wyse saam met hom te werk, uitgesonderd die selfstandige gebruik van gereedskap;
 (ae) 'n handhystoestel bedien;
 (af) nie-kragaangedrewe masjiene olie of smeer;
 (ag) 'n nie-kragaangedrewe perforeer- of kerfmasjien bedien;
 (ah) op motorvoertuie help, maar nie dryf- of herstelwerk verrig nie;
 (ai) oorpakke was, stryk of heelmaak;
 (aj) ou-metaal met die hand opsnij of baal;
 (ak) persele of voertuie of gereedskap, masjiene, meubels, gerei, melkkanne of ander artikels skoonmaak of was;
 (al) rantsoene kook;
 (am) sorteerder;
 (an) steenkool met 'n graaf versit asook stoomketelstortbakke met steenkool vul;
 (ao) stoker;
 (ap) tee of dergelike drank maak of werknemers of sy werkgewer met tee of dergelike drank bedien;
 (aq) tuinwerk;
 (ar) vergruis- of maalmasjiene voer of leegmaak;
 (as) vure maak, onderhou of uithaal of as of vullis verwyder;
 (at) wit- of kleurkalk aan mure aanbring;
 (72) "wag" 'n werknemer wat 'n perseel of eiendom bewaak;
 (73) "welsynsbeampte" 'n werknemer wat 'n geldige bekwaamheidsertifikaat in eerste hulp hou wat uitgereik is deur—
 (a) die Rooikruisvereniging van Suid-Afrika;
 (b) St. John-Ambulansvereniging; of
 (c) die Suid-Afrikaanse Noodhulppliga;
 en wat in die beheer van 'n eerste hulpkamer is;
 (74) "Wet" ook die gemene reg.

(b) By die toepassing van hierdie Vastelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

3. Besoldiging

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

	In the Magisterial Districts of Goodwood and Pretoria		In the Magisterial District of Bloemfontein		In all other areas	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
Artisan.....	R 66,00	R 70,00	R 64,00	R 68,00	R 62,00	R 66,00
Assistant foreman.....	57,00	60,00	55,00	58,00	53,00	56,00
Chemical technician.....	66,00	70,00	64,00	68,00	62,00	66,00
Clerk, male, unqualified—						
during the first year of experience.....	27,69	30,00	25,38	27,69	23,08	25,38
during the second year of experience.....	32,31	34,62	30,00	32,31	27,69	30,00
during the third year of experience.....	36,92	39,23	34,62	36,92	32,31	34,62
during the fourth year of experience.....	41,54	43,85	39,23	41,54	36,92	39,23
during the fifth year of experience.....	46,15	48,46	43,85	46,15	41,54	43,85
thereafter, as qualified.....	50,77	53,08	48,46	50,77	46,15	48,46
Clerk, female, unqualified—						
during the first year of experience.....	25,85	27,00	23,54	24,69	21,23	22,38
during the second year of experience.....	28,62	29,77	26,31	27,46	24,00	25,15
during the third year of experience.....	31,38	32,54	29,08	30,23	26,77	27,92
during the fourth year of experience.....	34,15	35,31	31,85	33,00	29,54	30,69
thereafter, as qualified.....	36,92	38,08	34,62	35,77	32,31	33,46
Machine handyman.....	50,77	53,08	48,46	50,77	46,15	48,46
Milk tester.....	50,77	53,08	48,46	50,77	46,15	48,46
Panman, spray drier operator, automatic vacuum tunnel operator, unqualified—						
during the first year of experience.....	36,92	39,23	34,62	36,92	32,31	34,62
during the second year of experience.....	41,54	43,85	39,23	41,54	36,92	39,23
during the third year of experience.....	46,15	48,46	43,85	46,15	41,54	43,85
thereafter, as qualified.....	50,77	53,08	48,46	50,77	46,15	48,46
Shiftsman.....	50,77	53,08	48,46	50,77	46,15	48,46
Field officer.....	66,00	70,00	64,00	68,00	62,00	66,00
Foreman.....	69,00	73,00	67,00	71,00	65,00	69,00
Welfare officer.....	46,15	48,46	43,85	46,15	41,54	43,85

(ii)

	In Area A		In Area B		In Area C		In Area D		In Area E		In Area F	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
	R	R	R	R	R	R	R	R	R	R	R	R
Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—												
(i) does not exceed 450 kg.....	24,00	26,00	21,00	23,00	20,00	22,00	18,00	20,00	16,50	18,00	14,50	16,00
(ii) exceeds 450 kg but not 4 500 kg	32,50	35,00	29,50	32,00	27,00	30,00	26,00	28,00	24,00	26,00	23,00	25,00
(iii) exceeds 4 500 kg.....	40,00	43,00	37,00	40,00	35,00	38,00	33,00	36,00	31,00	34,00	30,00	33,00
Part-time driver of a motor vehicle....	24,00	26,00	21,00	23,00	20,00	22,00	18,00	20,00	16,50	18,00	14,50	16,00
Factory clerk, unqualified—												
during the first six months of experience.....	22,80	24,80	20,00	22,00	19,00	20,90	18,00	19,90	17,20	18,90	16,50	18,00
during the second six months of experience.....	24,80	26,80	22,00	24,00	21,00	22,90	19,90	21,80	19,10	20,80	18,30	19,80
thereafter, as qualified.....	26,80	28,80	24,00	26,00	23,00	24,90	21,80	23,70	21,00	22,70	20,10	21,60
Handyman.....	33,00	35,00	30,00	32,00	28,00	30,00	27,00	29,00	25,00	27,00	23,00	25,00
Boiler attendant.....	22,00	23,60	19,25	20,85	18,20	19,80	16,60	18,20	14,45	16,05	11,75	13,35
Chargehand.....	22,00	23,60	19,25	20,85	18,20	19,80	16,60	18,20	14,45	16,05	11,75	13,35
Supervisor.....	34,00	36,00	31,00	33,00	29,00	31,00	28,00	30,00	26,00	28,00	24,00	26,00
Watchman.....	22,00	23,60	19,25	20,85	18,20	19,80	16,60	18,20	14,45	16,05	11,75	13,35
Grade I employee, unqualified—												
during the first three months of experience.....	25,20	27,20	22,00	24,00	20,90	22,80	19,00	20,90	16,50	18,30	13,70	15,40
during the second three months of experience.....	26,20	28,20	23,00	25,00	21,90	23,80	20,00	21,90	17,40	19,20	14,50	16,20
during the third three months of experience.....	27,20	29,20	24,00	26,00	22,90	24,80	21,00	22,90	18,30	20,10	15,30	17,00
thereafter, as qualified.....	28,20	30,20	25,00	27,00	23,90	25,80	22,00	23,90	19,20	21,00	16,10	17,80
Grade II employee, unqualified—												
during the first three months of experience.....	24,20	26,20	21,00	23,00	19,90	21,80	18,00	19,90	15,60	17,40	12,90	14,60
during the second three months of experience.....	25,20	27,20	22,00	24,00	20,90	22,80	19,00	20,90	16,50	18,30	13,70	15,40
thereafter, as qualified.....	26,20	28,20	23,00	25,00	21,90	23,80	20,00	21,90	17,40	19,20	14,50	16,20
Grade III employee, unqualified—												
during the first three months of experience.....	21,30	22,90	18,70	20,30	17,70	19,25	16,10	17,70	14,00	15,60	11,45	13,00
thereafter, as qualified.....	22,35	24,00	19,60	21,25	18,55	20,20	16,90	18,55	14,70	16,35	12,00	13,60
Grade IV employee, male, 18 years of age or over.....	20,50	22,00	18,00	19,50	17,00	18,50	15,50	17,00	13,50	15,00	11,00	12,50
Grade IV employee, male, under 18 years of age.....	15,40	16,50	13,50	14,70	12,75	13,85	11,60	12,75	10,15	11,25	8,25	9,40
Grade IV employee, female.....	16,40	17,60	14,40	15,60	13,60	14,80	12,40	13,60	10,80	12,00	8,80	10,00
Employees not expressly mentioned elsewhere in this clause.....	22,00	23,60	19,25	20,85	18,20	19,80	16,60	18,20	14,45	16,05	11,75	13,35

Provided that an employee who is engaged in removing, emptying, cleaning or replacing sanitary pails shall be paid not less than—

- (i) in the case of a casual employee, 25c per day; and
(ii) in the case of a Grade IV employee, R1,25 per week;

in addition to the daily or weekly wage, as the case may be, prescribed for an employee of his class in his area.

- (aa) During the first 12 months after the coming into force of this Determination; and
(ab) thereafter.

(a) Werknemers uitsonderd los werknemers—

(i)

	In die landdros- distrikte Good- wood en Pretoria		In die landdros- distrik Bloemfontein		In alle ander gebiede	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
	R	R	R	R	R	R
Ambagsman.....	66,00	70,00	64,00	68,00	62,00	66,00
Assistent-voorman.....	57,00	60,00	55,00	58,00	53,00	56,00
Chemiese tegnikus.....	66,00	70,00	64,00	68,00	62,00	66,00
Klerk, man, ongekwalifiseerd—						
gedurende die eerste jaar ondervinding.....	27,69	30,00	25,38	27,69	23,08	25,38
gedurende die tweede jaar ondervinding.....	32,31	34,62	30,00	32,31	27,69	30,00
gedurende die derde jaar ondervinding.....	36,92	39,23	34,62	36,92	32,31	34,62
gedurende die vierde jaar ondervinding.....	41,54	43,85	39,23	41,54	36,92	39,23
gedurende die vyfde jaar ondervinding.....	46,15	48,46	43,85	46,15	41,54	43,85
daarna, as gekwalifiseerd.....	50,77	53,08	48,46	50,77	46,15	48,46
Klerk, vrou, ongekwalifiseerd—						
gedurende die eerste jaar ondervinding.....	25,85	27,00	23,54	24,69	21,23	22,38
gedurende die tweede jaar ondervinding.....	28,62	29,77	26,31	27,46	24,00	25,15
gedurende die derde jaar ondervinding.....	31,38	32,54	29,08	30,23	26,77	27,92
gedurende die vierde jaar ondervinding.....	34,15	35,31	31,85	33,00	29,54	30,69
daarna, as gekwalifiseerd.....	36,92	38,08	34,62	35,77	32,31	33,46

	In die landdros- distrikte Good- wood en Pretoria		In die landdros- distrik Bloemfontein		In alle ander gebiede	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(an) Per week
Masjienfaktotum.....	R 50,77	R 53,08	R 48,46	R 50,77	R 46,15	R 48,46
Melktoetser.....	50,77	53,08	48,46	50,77	46,15	48,46
Panwerker, bediener van droogspuitinstallasie, bediener van outo- matiese vakuumentonnel, ongekwalifiseerd—						
gedurende die eerste jaar ondervinding.....	36,92	39,23	34,62	36,92	32,31	34,62
gedurende die tweede jaar ondervinding.....	41,54	43,85	39,23	41,54	36,92	39,23
gedurende die derde jaar ondervinding.....	46,15	48,46	43,85	46,15	41,54	43,85
daarna, as gekwalifiseerd.....	50,77	53,08	48,46	50,77	46,15	48,46
Skofman.....	50,77	53,08	48,46	50,77	46,15	48,46
Voorligtingsbeampte.....	66,00	70,00	64,00	68,00	62,00	66,00
Voorman.....	69,00	73,00	67,00	71,00	65,00	69,00
Welsynsbeampte.....	46,15	48,46	43,85	46,15	41,54	43,85

(ii)

	In Gebied A		In Gebied B		In Gebied C		In Gebied D		In Gebied E		In Gebied F	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig gesleep word—	R	R	R	R	R	R	R	R	R	R	R	R
(i) hoogstens 450 kg is.....	24,00	26,00	21,00	23,00	20,00	22,00	18,00	20,00	16,50	18,00	14,50	16,00
(ii) meer as 450 kg maar hoogstens 4 500 kg is.....	32,50	35,00	29,50	32,00	27,00	30,00	26,00	28,00	24,00	26,00	23,00	25,00
(iii) meer as 4 500 kg is.....	40,00	43,00	37,00	40,00	35,00	38,00	33,00	36,00	31,00	34,00	30,00	33,00
Deeltydse drywer van 'n motorvoertuig	24,00	26,00	21,00	23,00	20,00	22,00	18,00	20,00	16,50	18,00	14,50	16,00
Fabrieksklerk, ongekwalifiseerd—												
gedurende die eerste ses maande ondervinding.....	22,80	24,80	20,00	22,00	19,00	20,90	18,00	19,90	17,20	18,90	16,50	18,00
gedurende die tweede ses maande ondervinding.....	24,80	26,80	22,00	24,00	21,00	22,90	19,90	21,80	19,10	20,80	18,30	19,80
daarna, as gekwalifiseerd.....	26,80	28,80	24,00	26,00	23,00	24,90	21,80	23,70	21,00	22,70	20,10	21,60
Faktotum.....	33,00	35,00	30,00	32,00	28,00	30,00	27,00	29,00	25,00	27,00	23,00	25,00
Ketelbediener.....	22,00	23,60	19,25	20,85	18,20	19,80	16,60	18,20	14,45	16,05	11,75	13,35
Onderbaas.....	22,00	23,60	19,25	20,85	18,20	19,80	16,60	18,20	14,45	16,05	11,75	13,35
Opsigter.....	34,00	36,00	31,00	33,00	29,00	31,00	28,00	30,00	26,00	28,00	24,00	26,00
Wag.....	22,00	23,60	19,25	20,85	18,20	19,80	16,60	18,20	14,45	16,05	11,75	13,35
Werknemer graad I, ongekwalifiseerd—												
gedurende die eerste drie maande ondervinding.....	25,20	27,20	22,00	24,00	20,90	22,80	19,00	20,90	16,50	18,30	13,70	15,40
gedurende die tweede drie maande ondervinding.....	26,20	28,20	23,00	25,00	21,90	23,80	20,00	21,90	17,40	19,20	14,50	16,20
gedurende die derde drie maande ondervinding.....	27,20	29,20	24,00	26,00	22,90	24,80	21,00	22,90	18,30	20,10	15,30	17,00
daarna, as gekwalifiseerd.....	28,20	30,20	25,00	27,00	23,90	25,80	22,00	23,90	19,20	21,00	16,10	17,80
Werknemer graad II, ongekwalifiseerd—												
gedurende die eerste drie maande ondervinding.....	24,20	26,20	21,00	23,00	19,90	21,80	18,00	19,90	15,60	17,40	12,90	14,60
gedurende die tweede drie maande ondervinding.....	25,20	27,20	22,00	24,00	20,90	22,80	19,00	20,90	16,50	18,30	13,70	15,40
daarna, as gekwalifiseerd.....	26,20	28,20	23,00	25,00	21,90	23,80	20,00	21,90	17,40	19,20	14,50	16,20
Werknemer graad III, ongekwalifi- seerd—												
gedurende die eerste drie maande ondervinding.....	21,30	22,90	18,70	20,30	17,70	19,25	16,10	17,70	14,00	15,60	11,45	13,00
daarna, as gekwalifiseerd.....	22,35	24,00	19,60	21,25	18,55	20,20	16,90	18,55	14,70	16,35	12,00	13,60
Werknemer graad IV, man, 18 jaar of ouer.....	20,50	22,00	18,00	19,50	17,00	18,50	15,50	17,00	13,50	15,00	11,00	12,50
Werknemer graad IV, man, onder 18 jaar.....	15,40	16,50	13,50	14,70	12,75	13,85	11,60	12,75	10,15	11,25	8,25	9,40
Werknemer graad IV, vrou.....	16,40	17,60	14,40	15,60	13,60	14,80	12,40	13,60	10,80	12,00	8,80	10,00
Werknemer nie elders in hierdie klou- sule uitdruklik vermeld nie.....	22,00	23,60	19,25	20,85	18,20	19,80	16,60	18,20	14,45	16,05	11,75	13,35

Met dien verstande dat 'n werknemer wat sanitêre emmers verwyder, leegmaak, skoonmaak of terugplaas minstens die volgende betaal moet word—

(i) in die geval van 'n los werknemer, 25c per dag; en

(ii) in die geval van 'n werknemer graad IV, R1,25 per week;

benewens die dagloon of weekloon, na gelang van die geval, wat vir 'n werknemer van sy klas in sy gebied voorgeskryf is.

(aa) Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Vastelling; en

(ab) daarna.

(b) *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 in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class; and

(ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(2) *Basis of contract*.—For the purposes 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 the full weekly wage prescribed in subclause (1), read with subclause (3), for an employee of his class in the area in which he works, 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.

(3) *Differential wage*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, 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 subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

(i) the provisions of this subclause shall not apply if the difference between classes in terms of subclause (1) is based on age, experience or sex; and

(ii) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be construed as precluding an employer from requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculating of wages*.—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by not more than 46.

(b) The daily wages of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who normally works a five-day week; or

(ii) six, in the case of every other employee.

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

4. Payment of remuneration

(1) *Employees other than casual employees*.—Save as provided in clause 6 (4), every amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 15 minutes of the ceasing 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, 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—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll and his occupation;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the number of hours worked by the employee on a Sunday, a public holiday referred to in clause 8 (1) or his day off;

(f) the employee's wage;

(g) the details of any other remuneration arising out of the employee's employment;

(b) *Los werknemer*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—

(i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder kan word.

(2) *Kontrakgrondslag*.—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 die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon*.—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag of benewens sy eie werk of in die plek daarvan werk van 'n ander klas te verrig waarvoor of—

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

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

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

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

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

(i) Hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus; en

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening*.—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur hoogstens 46.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;

(ii) ses, in die geval van enige ander werknemer.

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

4. Betaling van besoldiging

(1) *Werknemers uitgesonderd los werknemers*.—Behoudens klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde kovert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgever se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag in klousule 8 (1) bedoel, of gedurende sy vry periode gewerk het;

(f) die werknemer se loon;

(g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee:

Provided that—

- (i) at the written request of the employee, the amount due to him may be paid into his building society or banking account by the employer, who shall hand over the relevant receipt, together with the aforementioned statement, to him; and
 - (ii) the aforementioned information regarding time worked need not be furnished in the case of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a).
- (2) *Casual employee.*—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, place or person nominated by him.
- (5) *Board and lodging.*—Save as provided in the Bantu (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—

(a) with the written consent of his employee, make a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;

(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, make 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 of such absence;

(c) make a deduction of any amount which an employer by 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 Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, make a deduction not exceeding the amounts specified hereunder:

	Per week	Per month
	R	R
(i) Board.....	1,65	7,15
(ii) Lodging.....	0,85	3,68
(iii) Board and lodging.....	2,50	10,83

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, make a deduction not exceeding the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction:

Provided that—

- (i) 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) no deduction shall be made in the case of short-time arising out of slackness of trade or a 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) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or the unavailability or imminent unserviceability of buildings, 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) with the written consent of an employee, make a deduction of an amount which an employer has paid or undertaken to pay to any Bantu Administration Board in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such Board.

- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die werklike bedrag wat aan die werknemer betaal word; en
- (j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aange-teken is of sodanige staat wórd die eiendom van die werknemer:

Met dien verstande dat—

- (i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgewer wat die betrokke kwitan-sie, tesame met voornoemde staat, aan hom moet oorhandig;
 - (ii) voornoemde inligting betreffende tyd gewerk nie ver-strek hoef te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is nie.
- (2) *Los werknemer.*—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal.
- (3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werk-gewer betaal of deur hom aangeneem word nie.
- (4) *Koop van goedere.*—'n Werkgewer mag nie van sy werk-nemer vereis om goedere van hom of van enige winkel, plek of persoon deur hom aangewys, te koop nie.
- (5) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.
- (6) *Afrekkings.*—'n Werkgewer mag sy werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging aftrek 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 pensioenfonds, of vir ledegede van vakverenigings;

(b) behoudens andersluidende bepalinge in hierdie Vasstel-ling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgewer regtens of kragtens of inge-volge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens—

	Per week	Per maand
	R	R
(i) Kos.....	1,65	7,15
(ii) Inwoning.....	0,85	3,68
(iii) Kos en inwoning.....	2,50	10,83

(e) wanneer die gewone werkure by klousule 5 voorgeskryf, weens korttyd verminder word, 'n bedrag van hoogstens die werknemer (uitgesonderd 'n los werknemer) se uurloon vir elke uur van sodanige vermindering:

Met dien verstande dat—

(i) sodanige aftrekking hoogstens een-derde van die werk-nemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die nywerheid of 'n tekort aan grondstowwe ont-staan, geskied nie tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) geen aftrekking ten opsigte van korttyd geskied vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaar-raking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgewer betaal het of onderneem het om te betaal aan 'n Bantoe Administrasieraad ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werk-nemer in 'n lokasie of Bantoeoordorp onder die beheer van so 'n Raad bewoon.

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 employee who works a six-day week—

(i) 46 in any week from Monday to Saturday, inclusive; and
(ii) subject to subparagraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half;

(b) in the case of an employee who works a five-day week—

(i) 46 in any week from Monday to Friday, inclusive; and
(ii) subject to subparagraph (i) hereof, nine and a quarter on any day.

(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 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 not form part of the ordinary hours of work or overtime: Provided that—

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

(ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval be longer than one hour, except when proviso (vii) applies, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(iv) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(v) when on any day, by reason of overtime worked, an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

(vi) a driver of a motor vehicle who during such interval does not work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval;

(vii) in the case of an employee exclusively or mainly employed in cleaning premises or passenger vehicles, where such interval exceeds three hours, any time over and above that interval shall be deemed to form part of the ordinary hours of work; and

(viii) such an interval need not be granted to a shift-worker, a boiler attendant or an employee engaged in the receiving or processing of milk or the filling or packing of milk products, or the manufacture of metal containers during his ordinary hours of work on any day, if he is given the opportunity during such hours of having a meal while at his post.

(4) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as near as practicable—

(a) in the middle of each first work period in a day; and

(b) in the middle of each second work period in a day, where such period is longer than three hours;

and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(5) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(6) *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 a driver of a motor vehicle and a Grade IV employee who accompanies him, 20 hours in any week; and

(c) in the case of any other employee, 10 hours in any week.

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

(a) in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee on any day; or

5. Werkure, gewone en oortyd-, en betaling vir oortydwerk

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

(a) in die geval van 'n werknemer wat ses dae per week werk—

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

(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op enigeen van die ander dae tot agt en 'n half verleng kan word;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

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

(ii) behoudens die bepalings van subparagraaf (i) hiervan, nege en 'n kwart op 'n dag.

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

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werkydperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepaling (vii) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;

(iv) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(v) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

(vi) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie;

(vii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele of passasiersvoertuie skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werkure uit te maak; en

(viii) sodanige pouse nie op enige dag aan 'n skofwerker, 'n ketelbediener of 'n werknemer belas met die ontvangs en verwerking van melk of die vul of verpakking van melkprodukte, of die vervaardiging van metaalhouers gedurende sy gewone werkure toegestaan hoef te word nie indien aan hom gedurende sodanige ure die geleentheid gegee word om op sy pos 'n ete te nuttig.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik—

(a) in die middel van die eerste werkperiode van die dag;

(b) in die middel van die tweede werkperiode van die dag indien sodanige periode langer as drie uur is;

waarin daar nie van die werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer uit te maak.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (3), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van 'n drywer van 'n motorvoertuig en 'n werknemer graad IV wat hom vergesel, 20 uur in 'n week;

(c) in die geval van enige ander werknemer, 10 uur in 'n week.

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

(a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op enige dag gewerk; of

(b) in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(8) *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 18h00 and 06h00;

(b) after 13h00 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, but so that 10 hours overtime is not exceeded in any week;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

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

(i) before midday given notice thereof to such employee; or
(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 45 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(9) *Savings.*—(a) Subclauses (1) up to and including (8) shall not apply to—

(i) a foreman, senior managerial or administrative employee or a technical or professional employee, if and for so long as such employee is in receipt of a regular wage at a rate of not less than R300 per month in "District A", R280 per month in "District B" and R260 per month in "District C"; or

(ii) a watchman whose employer grants him free periods of at least 24 consecutive hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than his daily wage in respect of such free period not granted.

(b) Subclauses (3), (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) Subclause (4) shall not apply to a driver of a motor vehicle, a Grade IV employee assisting on a motor vehicle or a shift-worker.

6. Annual leave

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

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

(b) in the case of any other employee, 14 consecutive days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage he received immediately prior to the first day of leave; and

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage he received immediately prior to the first day of leave:

Provided that, for the purposes of this clause, the weekly wage of any employee who is engaged on piece-work shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in subclause (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 subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(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 or service under the Defence Act, 1957;

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gewerk.

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgever nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 te werk nie;

(c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan sò dat die oortydwerk hoogstens 10 uur in enige week is;

(d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

(f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie tensy hy—

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 45c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(9) *Voorbehoudsbepalings.*—(a) Subklousules (1) tot en met (8), is nie van toepassing nie op—

(i) 'n voorman, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereëld 'n loon van minstens R300 per maand in "distrik A", R280 per maand in "distrik B" en R260 per maand in "distrik C" ontvang; of

(ii) 'n wag wie se werkgever hom 'n vry periode van minstens 24 agtereenvolgende ure in elke week diens toestaan: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ii) 'n werkgever, in plaas daarvan dat hy sodanige vry periode aan sy wag toestaan, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

(b) Subklousules (3), (4), (5) en (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

(c) Subklousule (4) is nie op 'n drywer van 'n motorvoertuig, 'n werknemer graad IV wat op 'n motorvoertuig help of op 'n skofwerker van toepassing nie.

6. Jaarlikse verlof

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

Met dien verstande dat, by die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken word op die grondslag uiteengesit in artikel 20 (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

(i) as sodanige verlof nie eerder verleen is nie, dit, behoudens subklousule (3), so verleen moet word dat dit binne vier maande begin na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding of diens ingevolge die Verdedigingswet, 1957, mag saamval nie;

(iii) 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 of not less than his daily wage in respect of each such day added; and

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

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

(i) that the request is made by such employee not later than four months after the expiry of the first period of 12 months of employment to which the leave relates; and

(ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer and the request is retained at least until after the date of expiry of the period of leave.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (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 subclause (1) (a), one fourth; and

(b) in the case of an employee referred to in subclause (1) (b), 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 subclause (2): Provided further that, in terms of clause 12 (4), 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 the employee has paid the employer in lieu of notice; or

(ii) 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 subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose 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 determination.

(7) For the purposes of this clause the expression "employment" shall be deemed to include—

(a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;

(b) any period during which an employee is absent—

(i) on leave in terms of this clause;

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

(iii) on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than 10 weeks; and

(c) any period during which an employee is absent undergoing military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training, or service 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 coming into force of this Determination and to whom any law providing for annual leave applied but who

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

(i) sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(5) Aan 'n werknemer wie se diens gedurende enige diens-termyen van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyen 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vierde van die weekloon; en

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een sesde van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyen uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

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

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

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

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

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van kennis te gee;

(b) enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgewer;

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings- of dienstydperk as diens te eis nie;

en word diens geag te begin—

(i) in die geval van 'n werknemer, wat voordat hierdie Vastelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat, voordat hierdie Vastelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing

had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced; and

(iii) in the case of any other employee, on 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 later.

7. Sick leave

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

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

(b) in the case of every other employee, not less than 24 work days;

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

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at the 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) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate may be reduced but not less than the rate of accrual set out in the first proviso to this subclause;

(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; and

(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.

(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—

(a) for a period covering more than three consecutive work days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

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

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

(a) "employment" shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 6;

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

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any year, to not more than 10 weeks; and

was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens; en

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

7. Siekteverlof

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

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdag; en

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdag;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal, wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdag, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

(iii) waar 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is; en

(iv) indien daar by 'n ander wet van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) vir langer as drie agtereenvolgende werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Republiekdag, Gelofte van Kersdag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir soveel die siekteverlof wat hom ten tyde van sodanige verstryking o beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

(i) enige tydperk wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever; of

(ac) met siekteverlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop, en

(ii) any period during which an employee is absent undergoing military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service;

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force 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;

(b) "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 or scheduled disease 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 amount in regard to disablement is payable in terms of that Act.

8. Public holidays and Sundays

(1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee, excluding a casual employee, does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, 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 employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day, his employer shall, save as provided in clause 4 (6), 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 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) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than his daily wage;

(ii) if he so works for a period exceeding four hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

(b) pay him at a rate not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven 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) Whenever a shift-worker works a shift which falls partly on any public holiday mentioned in subclause (1) or on a Sunday and partly on any other calendar day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.

(5) Subclauses (2) and (3) shall not apply—

(a) to an employee who is excluded from the hours of work provisions by virtue of clauses 5 (9) (a); or

(b) to a casual employee or a watchman.

9. Piece-work and commission work

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

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

(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 subclause (1).

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleiding- of dienstydperk as diens te eis nie;

en word enige tydperk van diens by dieselfde werkgever onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. Openbare vakansiedae en Sondae

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

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

(a) die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of

(b) die werknemer teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Wanneer 'n skofwerker 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) genoem of op 'n Sondag en gedeeltelik op enige ander dag val, word die hele skof geag gewerk te wees op die dag waarop die grootste gedeelte van sodanige skof val.

(5) Subklousules (2) en (3) is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkerebepalings uitgesluit is; of

(b) op 'n los werknemer of 'n wag.

9. Stukwerk en kommissiewerk

(1) 'n Werkgever kan nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal—

(a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het; en

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat hy so 'n werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(2) 'n Werkgever moet 'n lys van die besoldiging in subklousule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) An employer who intends to cancel or 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 period of notice, in which case the employer shall give notice for a period not shorter than that agreed upon.

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

10. Prohibition of employment

An employer shall supply and maintain in serviceable and 15 years.

11. Uniforms, overalls and protective clothing

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or to wash and iron such uniform, overall or protective clothing, and in such a case the employer shall pay such an employee an allowance of not less than 30c per week.

12. Termination of contract of employment

(1) An employer or his 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 one work day's; and

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

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

(i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination; and

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

(i) the right of an employer or his 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; or

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

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

(2) When there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any work day: Provided that—

(i) 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 or service which an employee is undergoing in pursuance of the Defence Act, 1957; and

(ii) notice shall not be given during employee's absence on sick leave granted in terms of clause 7.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that were an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer wat volgens sodanige stelsel werk, minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

(4) Ondanks andersluidende bepalings in hierdie klousule, hoef 'n werkgewer nie 'n los werknemer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

10. Verbod op indiensneming

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

11. Uniforms, oorpakke en beskermende klere

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 30c per week betaal.

12. Beëindiging van dienskontrak

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

(a) gedurende die eerste vier weke diens, minstens een werkdag; en

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

vooraf kennis van die beëindiging van die kontrak gee of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang; en

(ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat—

(i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

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

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd 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 bedrag weens korttyd afgetrek was nie".

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoedsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroor daar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, kan op enige werkdag geskied: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan; en

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

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogsens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. *Certificate of service*

Except where an employee's contract of employment is terminated on the ground of desertion or where the employee is a casual employee, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service substantially in the following form:

CERTIFICATE OF SERVICE

I/We (a).....
carrying on trade in the Condensed Milk and Other Milk Products Industry, hereby certify that.....

was employed by me/us (a) from the.....day of
19.....to the.....day of
19.....as (b).....

At the termination of employment his/her (a) wage was.....
rand.....cents per week.

(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, Grade IV employee.

No. R. 2303 11 November 1977

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

CONDENSED MILK AND OTHER MILK PRODUCTS INDUSTRY, CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Condensed Milk and Other Milk Products Industry, published under Government Notice R. 2302 of 11 November 1977, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Labour.

No. R. 2352 11 November 1977

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 301

CONDENSED MILK AND OTHER MILK PRODUCTS INDUSTRY, CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the second Monday after the date of publication of this notice, all the provisions of Wage Determination 301, published under Government Notice R. 1552 of 30 August 1968, as amended by Government Notice R. 844 of 29 May 1970.

S. P. BOTHA, Minister of Labour.

13. *Dienssertifikaat*

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die volgende vorm het:

DIENSSERTIFIKAAT

Ek/Ons (a).....
wat die Kondensmelk- en Ander Melkproduktenywerheid beoefen te

verklaar hierby dat.....
in my/ons (a) diens was van die.....dag
van.....19.....tot die.....dag
dag van.....19.....as (b).....

By diensbeëindiging was sy/haar (a) loon.....rand
.....sent per week.

(Handtekening van werkgever
of gemagtigde verteenwoordiger)

Datum.....

- (a) Skrap wat nie van toepassing is nie.
(b) Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, byvoorbeeld, klerk, werknemer graad IV.

No. R. 2303 11 November 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

KONDENSMELK- EN ANDER MELKPRODUKTE- NYWERHEID, SEKERE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Kondensmelk- en Ander Melkproduktenywerheid gepubliseer by Goewermmentskennisgewing R. 2302 van 11 November 1977 oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 2352 11 November 1977

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 301

NYWERHEID VIR DIE VERVAARDIGING VAN BLIKKIESMELK EN ANDER MELKPRODUKTE, SEKERE GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby in kragtens artikel 16 van die Loonwet, 1957, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 301, gepubliseer by Goewermmentskennisgewing R. 1552 van 30 Augustus 1968, soos gewysig by Goewermmentskennisgewing R. 844 van 29 Mei 1970.

S. P. BOTHA, Minister van Arbeid.

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Werk mooi daarmee.
Ons leef daar van



AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

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Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R1,35 (oorsee posgeld 10 sent ekstra) per nommer van bogenoemde adres verkrygbaar is.

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