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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1105.] [24 Julie 1964.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELING No. 251.

STUWADOORSBEDRYF IN DIE LANDDROS-DISTRIKTE DIE KAAP, PORT ELIZABETH, OOS-LONDEN EN DURBAN.

In opdrag van die Minister van Arbeid word hierby, ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957 bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleë by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Stuwadoorsbedryf in die landdrosdistrikte die Kaap, Port Elizabeth, Oos-Londen en Durban gemaak het en die 3de dag van Augustus 1964 bepaal het as die datum waarop die bepaling van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie Vasstelling is van toepassing in die landdrosdistrikte die Kaap, Port Elizabeth, Oos-Londen en Durban op werknemers in die Stuwadoorsbedryf vir wie lone in klousule 3 voorgeskryf word, en op die werkgewers van dié werknemers.

2. WOORDOMSKRYPINGS.

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

“Gebied A” die landdrosdistrik die Kaap;

“Gebied B” die landdrosdistrik Port Elizabeth;

“Gebied C” die landdrosdistrik Oos-Londen;

“Gebied D” die landdrosdistrik Durban;

“massavrag” enige vrag soos graan (uitgesonderd mielies), gips, arts, potas of superfosfaat wat nie in houters verpak word nie en wat los in 'n skip gestu of daaruit verwyder moet word, maar omvat nie vragte soos timmerhout, staalplate of -stave of onderdele van masjinerie wat, hoewel dit nie in houters verpak is nie, stuk-stuk of in bondels vervoer word;

“koelkamer” 'n kamer uitgerus met koelapparaat wat, wanneer dit werk, die temperatuur binne die kamer, as dit toe is, op tussen 26° tot 50° Fahrenheit hou maar wat nie as 'n koelkamer geag moet word wanneer die koelapparaat nie aldus werk nie en die kamer gebruik word vir die stuw van vrag wat nie 'n laer temperatuur as die heersende vereis nie;

“daaglikse werknemer” 'n werknemer wat by die dag in diens geneem word om die werk van 'n stuwadoor, leier, windasman, gangboordman, indoeana of serang te verrig;

“vuil vrag” basiese slak, sement, koolswart, steenkool, oker, soda-as, swael, driefvoudige superfosfaat, walvisbeenmeel, of lusernmeel in goingsakke, of mielies in massa;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1105.] [24 July 1964.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 251.

STEVEDORING TRADE IN THE MAGISTERIAL DISTRICTS OF THE CAPE, PORT ELIZABETH, EAST LONDON AND DURBAN.

By direction of the Minister of Labour it is hereby notified, in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Stevedoring Trade in the Magisterial Districts of the Cape, Port Elizabeth, East London and Durban and has fixed the 3rd day of August, 1964, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the Magisterial Districts of the Cape, Port Elizabeth, East London and Durban to employees who are engaged in the Stevedoring Trade and for whom wages are prescribed in clause 3 and to the employers of such employees.

2. DEFINITIONS.

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

“Area A” means the Magisterial District of the Cape;

“Area B” means the Magisterial District of Port Elizabeth;

“Area C” means the Magisterial District of East London;

“Area D” means the Magisterial District of Durban;

“bulk cargo” means any cargo such as grain (other than maize), gypsum, ore, potash or superphosphate which is not packed in containers and which has to be stowed in or removed from a ship in a loose form, but does not include cargo such as timber, steel plates or rods or pieces of machinery which, while not packed in containers, is conveyed by the piece or in bundles;

“cool chamber” means a chamber equipped with cooling apparatus which, when operated, maintains the temperature within the chamber, when closed, at between 26° and 50° Fahrenheit, inclusive, but which shall be deemed not to be a cool chamber when the cooling apparatus is not so operated and the chamber is used for the stowing of cargo which does not require a temperature lower than that naturally prevailing;

“daily employee” means an employee engaged by the day to perform the work of a stevedoring hand, leader, winchman, gangwayman, induna or serang;

“dirty cargo” means basic slag, cement, carbon black, coal, ochre, soda ash, sulphur, triple superphosphate, whalebone meal, or lucerne meal in hessian bags, or maize in bulk;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordomkrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy genoodsaak is om op sy pos te bly in gereedheid om te dryf;

"inrigting" enige perseel waarin of in verband waarmee een of meer werknemers in die Stuwadoorsbedryf in diens is;

"voormanstuwadoor" 'n werknemer wat by die laai of aflaai van 'n skip verantwoordelik is vir die toesig oor die leerlingstuwadoors, gangboordmanne, leiers, indoenas of serangs, windasmanne en stuwadoors in die diens van sy werkgewer en werksaam op of in sodanige skip, en vir die nodige skakeling met die skip se offisiere, en van wie vereis kan word om, vóór die aanvang van die werk op enige dag, die arbeiders vir dié dag te werf;

"vrieskamer" 'n kamer uitgerus met koelapparaat wat, wanneer dit werk, die temperatuur binne die kamer, as dit toe is, onder 26° Fahrenheit hou, maar wat nie as 'n vrieskamer geag moet word wanneer die koelapparaat nie aldus werk nie en die kamer gebruik word vir die stuwang van vrag wat nie 'n laer temperatuur as die heersende vereis nie;

"gangboordman" 'n werknemer wat aanwysingstekens aan 'n kraandrywer of 'n windasman gee;

"indoeana of serang" 'n werknemer wat, onder die beheer van 'n voormanstuwadoor, oor 'n span stuwadoors toesig hou en opdragte aan hulle gee, en van wie vereis kan word om, vóór die aanvang van die werk op enige dag, die arbeiders vir dié dag te werf;

"leier" 'n werknemer wat, terwyl hy die pligte van 'n stuwadoor nakom, ook, onder die toesig van 'n voormanstuwadoor, 'n leerlingstuwadoor, 'n indoeana of 'n serang, opdragte aan ander stuwadoors gee in verband met die stuwang van vrag;

"leerlingstuwadoor" 'n werknemer wat, by die laai of aflaai van 'n skip en onder die toesig van 'n voormanstuwadoor, die toesig uitoefen oor die gangboordmanne, leiers, indoenas of serangs, windasmanne en stuwadoors in diens van sy werkgewer en werksaam op of in sodanige skip, en van wie vereis kan word om die nodige skakeling met die skip se offisiere in stand te hou en om, vóór die aanvang van die werk op enige dag, die arbeiders vir dié dag te werf of te help werf;

"motorvoertuig" enige kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere en omvat 'n voorhaker, maar nie 'n beweegbare hystoel nie;

"stuwadoor" 'n werknemer wat een of meer van die volgende werksaamhede in of op 'n skip verrig:—

- (i) die verwydering of terugplaas van balke, luikdeksels of luikplanke;
- (ii) die vasmaak van boksele oor luikdeksels of dekvrage;
- (iii) stumateriaal in posisie plaas of dit verwyder;
- (iv) die verskuiwing van enigiets wat die aflaai, laai of stuwang van enige vrag kan beperk of belemmer;
- (v) die haal van vrag uit die ruim of van die dek van 'n skip, die laai van dié vrag op laaislingers of -platforms, of die vasmaak van die vrag op ander toestelle voordat die vrag deur hyskrane of laaibome wat deur 'n windas gewerk word, opgelig en verwyder word;
- (vi) die verwydering van vrag van laaislingers, -platforms of ander toestelle wat gebruik word om dié vrag na die dek of ruim van 'n skip te vervoer of die stuwang, opstapeling of vasmaak van sodanige vrag;
- (vii) die laai van massavrag in houters voordat dit van 'n skip verwyder word;
- (viii) die eweredige verspreiding van massavrag gedurende laai- en/of aflaai werk;
- (ix) die aanhaak van laaislingers, -platforms of ander toestelle aan die hyskabel van 'n kraan of windas of die afhaak van sulke kables van vrage wat op 'n skip neergelaat word;
- (x) die oopmaak van houters wat vrag bevat wat as massavrag ingelaai moet word of die leegmaak van dié houters in die ruim van 'n skip;
- (xi) die skoonmaak van voorbereiding (met inbegrip van die skoonkap) van 'n ruim, kompartement, kamer, sluitkas, bak of tank in 'n skip of op die dek van 'n skip;
- (xii) enige werk in die algemeen wat nodig mag wees vir die doeltreffende uitvoering van die stuwadoorwerksaamhede wat in subparagrafe (i) tot (xi) van hierdie woordomskrif vermeld word maar wat nie elders in hierdie subklousule omskryf is nie;

en van wie vereis kan word om op die kaai enige stuwadooruitrusting of -toestelle wat die eiendom van sy werkgewer is, bymekaar te maak, te laai, af te laai, in stand te hou of gereed te maak en om sodanige uitrusting in die pakhuis te bêre;

"Stuwadoorsbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die laai of aflaai van laai en aflaai van skepe en omvat dit alle werksaamhede wat met enigen van voornoemde bedrywighede in verband staan of daaruit voortspruit hetsy sodanige werksaamhede op 'n skip of op land verrig word, en vir die toepassing van hierdie woordomskrif omvat die uitdrukking "laai" ook die stuwang of herstuwang van vrag;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose 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;

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

"foreman stevedore" means an employee who, during the loading or unloading of a ship, is responsible for the supervision of the learner stevedores, gangwaymen, leaders, indunas or serangs, winchmen and stevedoring hands employed by his employer and working on or in such ship and for the necessary liaison with the ship's officers, and who may be required, before the commencement of work on any day, to recruit the labour for that day;

"freezing chamber" means a chamber equipped with cooling apparatus which, when operated, maintains the temperature within the chamber, when closed, below 26° Fahrenheit, but which shall be deemed not to be a freezing chamber when the cooling apparatus is not so operated and the chamber is used for the stowing of cargo which does not require a temperature lower than that naturally prevailing;

"gangwayman" means an employee engaged in giving directional signals to a crane driver or a winchman;

"induna or serang" means an employee who, under the control of a foreman stevedore, supervises and directs a team of stevedoring hands, and who may be required, before the commencement of work on any day, to recruit the labour required for that day;

"leader" means an employee who, while performing the duties of a stevedoring hand, in addition and under the supervision of a foreman stevedore, learner stevedore, an induna or a serang, directs other stevedoring hands in the stowing of cargo;

"learner stevedore" means an employee who, during the loading or unloading of a ship and under the supervision of a foreman stevedore, exercises supervision over the gangwaymen, leaders, indunas or serangs, winchmen and stevedoring hands employed by his employer and working on or in such ship and who may be required to maintain the necessary liaison with the ship's officers and, before the commencement of work on any day, to recruit or assist in the recruiting of the labour required for the day;

"motor vehicle" means any power-driven vehicle used for the conveyance of goods and includes a mechanical horse but does not include a mobile hoist;

"stevedoring hand" means an employee who is engaged in performing any one or more of the following operations in or on a ship:—

- (i) Removing or replacing beams, hatch covers or hatch boards;
- (ii) affixing or removing tarpaulins over hatch covers or deck cargo;
- (iii) placing in position or removing dunnage;
- (iv) moving any matter that may restrict or hamper the unloading, loading or stowing of any cargo;
- (v) collecting cargo from the hold or deck of a ship, loading such cargo on to slings or platforms or affixing such cargo to other appliances prior to the hoisting and removal of such cargo by cranes or winch-operated derricks;
- (vi) removing cargo from slings, platforms or other appliances used for conveying such cargo to the deck or hold of a ship or stowing, stacking or securing such cargo;
- (vii) loading bulk cargo into containers prior to removal from a ship;
- (viii) trimming bulk cargo during the process of loading or unloading;
- (ix) affixing slings, platforms or other appliances to the hoisting cable of a crane or winch or detaching such cables from loads deposited on a ship;
- (x) opening containers of cargo to be loaded as bulk cargo or emptying such containers into the hold of a ship;
- (xi) cleaning or preparing (including chipping) a hold, compartment, chamber, locker, bin or tank in a ship or on the deck of a ship;
- (xii) generally any work which may be necessary for the efficient performance of the stevedoring operations referred to in sub-paragraphs (i) to (xi) of this definition but not elsewhere defined in this sub-clause;

and who may be required, on the quayside, to collect, load, unload, maintain or make up any stevedoring equipment or appliances which are the property of his employer and to return such equipment to store;

"Stevedoring Trade" means the trade in which employers and employees are associated for the purpose of loading or unloading or loading and unloading ships and includes all operations incidental to or consequent on any of the aforesaid activities, whether such operations are performed on a ship or on shore, and for the purpose of this definition the expression "loading" includes the stowing or restowing of cargo;

"pakhuisman" 'n werknemer wat algemene toesig hou oor voorrade en wat verantwoordelik is vir die ontvang van uitrusting in 'n pakhuis, die bêre van sodanige uitrusting en die uitreiking daarvan vir gebruik, en van wie vereis kan word om aantekening te hou van sodanige uitrusting wat ontvang, gebêre of uitgereik is;

"loon" die geldbedrag betaalbaar aan 'n werknemer ingevolge klousule 3 (1) ten opsigte van sy gewone werkure soos voorgeskryf in klousule 5: Met dien verstande dat, as 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dit dié hoër bedrag beteken;

"weeklikse werknemer" 'n ander werknemer as 'n daaglikse werknemer;

"windasman" 'n werknemer wat 'n windas bedien.

(2) Vir die toepassing van hierdie Vasstelling word 'n werknemer geag in daardie klas te wees waarin hy hoofsaaklik of uitsluitlik werk.

3. BESOLDIGING.

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

(a) Daaglikse Werknemers.

Beroep.	In Gebied A.	In Gebied B.	In Gebied C.	In Gebied D.
	Per dag. R	Per dag. R	Per dag. R	Per dag. R
Stuwadoor.....	2.00	1.85	1.80	1.80
Leier.....	2.15	2.00	1.95	1.95
Windasman.....	2.25	2.05	2.00	2.06
Gangboordman.....	2.25	2.05	2.00	2.00
Indoena of serang*.....	2.50	2.35	2.30	2.30

* Met dien verstande dat die voorgeskrewe dagloon van 'n indoena of serang met 25 sent per dag verhoog moet word vir elke dag waarop van hom vereis word om die arbeidskragte vóór 7.20 vm. te werf of te help werf.

(b) Weeklikse Werknemers.

Beroep.	In Gebied A.	In Gebied B.	In Gebied C.	In Gebied D.
	Per week R	Per week R	Per week R	Per week R
Drywer van 'n motorvoertuig.	15.00	15.00	15.00	15.00
Voormanstuwadoor.....	30.00	30.00	30.00	30.00
Stuwadoor.....	10.00	9.25	9.00	6.00
Pakhuisman.....	23.00	23.00	23.00	23.00
Leier.....	10.75	10.00	9.75	6.60
Windasman.....	11.25	10.25	10.00	7.00
Gangboordman.....	11.25	10.25	10.00	7.00
Indoena of serang.....	15.00	14.10	13.80	10.50
Leerlingstuwadoor—				
Gedurende eerste jaar diens	20.00	20.00	20.00	20.00
Gedurende tweede jaar diens	22.00	22.00	22.00	22.00
Gedurende derde jaar diens	24.50	24.50	24.50	24.50
Gedurende vierde jaar diens en daarna.....	27.00	27.00	27.00	27.00

Met dien verstande dat in die geval van 'n gangboordman, indoena of serang, 'n leier of 'n stuwadoor in Gebied D die voorgeskrewe weekloon met 50 sent per dag verhoog moet word, en in die geval van 'n windasman met 55 sent per dag, vir elke dag, uitgesonderd Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag, waarop so 'n werknemer werk.

(2) Behoudens die bepalings van klousule 4 (4) moet 'n daaglikse werknemer sy volle daaglikse besoldiging betaal word vir sy gewone werkure wat in klousule 5 voorgeskryf word vir elke dag van Maandag tot en met Saterdag: Met dien verstande dat—

(a) as 'n daaglikse werknemer op enige dag gewerf word om te werk en hy hom aanmeld by die plek waar werk verrig moet word op die tyd waarop die werk 'n aanvang moet neem, en hy verhinder word om met sy werk te begin of daarmee vol te hou weens omstandighede (uitgesonderd siekte) buite sy beheer, die volgende aan hom betaal moet word ten opsigte van daardie dag—

(i) as die dag 'n Saterdag is, minstens sy volle dagloon;

(ii) as die dag enige ander dag van Maandag tot en met Vrydag is—

(aa) minstens twee-derdes van sy dagloon as van hom vereis word om te werk of om hom vir werk beskikbaar te hou tot nie later as 12-uur middag nie;

(bb) minstens sy volle dagloon as van hom vereis word om te werk of om hom self vir werk beskikbaar te hou tot ná 12-uur middag; en

"storeman" means an employee who is in general charge of stores and who is responsible for receiving equipment into a store, the storing of such equipment and the issuing thereof for use and who may be required to maintain records of such equipment received, stored or issued;

"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 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;

"weekly employee" means an employee other than a daily employee;

"winchman" means an employee who operates a winch.

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

3. REMUNERATION.

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

(a) Daily Employees.

Occupation.	In Area A.	In Area B.	In Area C.	In Area D.
	Per day. R	Per day. R	Per day. R	Per day. R
Stevedoring hand.....	2.00	1.85	1.80	1.80
Leader.....	2.15	2.00	1.95	1.95
Winchman.....	2.25	2.05	2.00	2.06
Gangwayman.....	2.25	2.05	2.00	2.00
Induna or serang*.....	2.50	2.35	2.30	2.30

* Provided that the prescribed daily wage of an induna or serang shall be increased by 25 cents per day for each day on which he is required to recruit or assist in recruiting the labour force prior to 7.20 a.m.

(b) Weekly Employees.

Occupation.	In Area A.	In Area B.	In Area C.	In Area D.
	Per week R	Per week R	Per week R	Per week R
Driver of a motor vehicle....	15.00	15.00	15.00	15.00
Foreman stevedore.....	30.00	30.00	30.00	30.00
Stevedoring hand.....	10.00	9.25	9.00	6.00
Storeman.....	23.00	23.00	23.00	23.00
Leader.....	10.75	10.00	9.75	6.60
Winchman.....	11.25	10.25	10.00	7.00
Gangwayman.....	11.25	10.25	10.00	7.00
Induna or serang.....	15.00	14.10	13.80	10.50
Learner stevedore—				
During first year of employment.....	20.00	20.00	20.00	20.00
During second year of employment.....	22.00	22.00	22.00	22.00
During third year of employment.....	24.50	24.50	24.50	24.50
During fourth year of employment and thereafter.	27.00	27.00	27.00	27.00

Provided that in the case of a gangwayman, induna or serang, a leader or a stevedoring hand in Area D the prescribed weekly wage shall be increased by 50 cents per day, and in the case of a winchman by 55 cents per day, for each day, except Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which such employee works.

(2) Subject to the provisions of clause 4 (4), a daily employee shall be paid his full daily remuneration for his ordinary hours of work prescribed in clause 5 for each day from Monday to Saturday, inclusive: Provided that—

(a) if on any day a daily employee is recruited to work and reports at the place at which work is to be performed at the time work is due to commence and is prevented from commencing or continuing work through circumstances (other than sickness) beyond his control, he shall in respect of that day be paid—

(i) if the day be a Saturday, not less than his full daily wage;

(ii) if the day be any day from Monday to Friday, inclusive—

(aa) not less than two-thirds of his daily wage if he is required to work or hold himself available for work until not later than 12 noon;

(bb) not less than his full daily wage if he is required to work or hold himself available for work until after 12 noon; and

(b) 'n werkgewer van sy werknemer kan vereis om in verband met die laai of aflaai van meer as een skip op enige dag te werk.

(3) *Berekening van besoldiging.*—(a) Die dagloon van 'n werknemer uitgesonderd 'n daaglikse werknemer, is sy weekloon gedeel deur ses.

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

(4) *Kontrakbasis.*—Vir die toepassing van hierdie vasstelling is die kontrakbasis van 'n werknemer wat in klousule 3 (1) (b) genoem word, weekliks, en behoudens soos bepaal in klousule 4 (4), moet 'n werknemer ten opsigte van enige week minstens sy volle weekloon betaal word, of hy in daardie week die maksimum getal gewone ure of minder gewerk het wat op hom ingevolge klousule 5 van toepassing is.

(c) *Daaglikse en weeklikse werknemers.*

(5) Tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen die werkgewer en sy werknemer, moet niks in hierdie Vasstelling so uitgelê word dat dit 'n werkgewer verhoed om van 'n werknemer te vereis om werk van 'n ander klas te verrig nie waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is.

(6) *Spesiale vragtoelaes.*—(a) Benewens die lone voorgeskryf in subklousules (1) (a) en (1) (b) van hierdie klousule, moet 'n werknemer van wie op enige dag vereis word om vrag in 'n koelkamer of in 'n vrieskamer te hanteer of om enige massa- of vuilvrag in die ruim van 'n skip te hanteer, vir werk wat op dié dag verrig is, die toelaes betaal word wat hieronder uiteengesit is:—

Vir die hantering van vrag in 'n vrieskamer....	25 sent.
Vir die hantering van vrag in 'n koelkamer....	15 sent.
Vir die hantering van massavrag.....	15 sent.
Vir die hantering van vuil vrag.....	20 sent.

(b) Die toelaes betaalbaar ingevolge paragraaf (a) van hierdie subklousule, moet betaal word ten opsigte van enige dag waarop die werknemer sulke vrag hanteer, ongeag die tyd (oortyd inbegrepe) aan sulke werk bestee: Met dien verstande dat 'n werknemer op enige dag vragte hanteer ten opsigte waarvan verskillende toelaes betaalbaar is, die betaling van die hoër toelaes geag moet word die laer toelaes in te sluit.

(7) *Differensiële loon.*—'n Werkgewer wat 'n werknemer in diens neem om enige klas werk te verrig waarvoor 'n loon in subklousule (1) (a) of (1) (b) voorgeskryf word en gedurende enige dag van dié werknemer vereis om werk van 'n ander klas te verrig waarvoor 'n hoër loon in daardie subklousules voorgeskryf word, moet—

(a) as van die werknemer vereis word om die ander klas werk te verrig vir langer as vier uur op daardie dag, dié werknemer minstens die hoër loon vir die hele gedeelte van daardie dag betaal; en

(b) as van die werknemer vereis word om die ander klas werk te verrig vir hoogstens vier uur, hom vir daardie dag minstens helfte van die dagloon betaal wat vir 'n werknemer van sy klas voorgeskryf word, plus helfte van die dagloon wat vir 'n werknemer van die ander klas voorgeskryf word.

(8) *Reis- en vervoertoelaes.*—Wanneer van 'n indoeana of serang, windasman, gangboordman of stuwadoor in gebied A deur sy werkgewer vereis word om na Simonstad te gaan om te werk, moet hy, benewens enige ander besoldiging wat ingevolge hierdie klousule betaalbaar is—

(a) kosteloos van een maal per dag voorsien of 'n toelaes van 15 sent in plaas van so 'n maaltijd betaal word;

(b) kosteloos van vervoer na en van Simonstad voorsien word; en

(c) 'n reistydtoelaes per dag betaal word soos hieronder uiteengesit—

Indoeanas of serangs.....	30 sent.
Windasmanne en gangboordmanne.....	25 sent.
Stuwadoors.....	20 sent.

4. BETALING VAN BESOLDIGING.

(1) Behoudens soos bepaal in klousule 7, moet alle bedrae wat aan 'n weeklikse werknemer verskuldig is, weekliks in kontant betaal word of, as die werkgewer en sy werknemer daartoe ooreengekom het, maandeliks in kontant of per tjek, gedurende die werkure of binne 30 minute nadat daar opgehou is met werk, op die gewone betaaldag van die inrigting vir dié werknemer of by diensbeëindiging as dit vóór die gewone betaaldag plaasvind.

(2) Enige bedrag verskuldig aan 'n daaglikse werknemer moet elke dag in kontant aan die werknemer gedurende die werkure betaal word of binne 30 minute nadat daar opgehou is met werk: Met dien verstande dat 'n werkgewer kan reël om aan so 'n werknemer elke week en op die gewone betaaldag van sy inrigting alle bedrae te betaal wat aan die werknemer verskuldig is ten opsigte van werk wat hy gedurende die voorafgaande sewe dae verrig het.

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

(b) an employer may require his employee to work in connection with the loading or unloading of more than one ship on any day.

(3) *Calculation of Remuneration.*—(a) The daily wage of an employee, other than a daily employee, shall be his weekly wage divided by six.

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

(4) *Basis of Contract.*—For the purpose of this Determination the basis of contract of an employee referred to in clause 3 (1) (b) shall be weekly and, save as provided in clause 4 (4), an employee shall be paid in respect of any week not less than his full weekly wage whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 5 or less.

(c) *Daily and Weekly Employees.*

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

(6) *Special Cargo Allowances.*—(a) In addition to the wages prescribed in sub-clauses (1) (a) and (1) (b) of this clause, an employee who is required on any day to handle cargo in a cool chamber or in a freezing chamber or to handle in the hold of a ship any bulk or dirty cargo shall, for work performed on that day, be paid the allowances set out hereunder:—

For handling cargo in a freezing chamber.....	25 cents.
For handling cargo in a cool chamber.....	15 cents.
For handling bulk cargo.....	15 cents.
For handling dirty cargo.....	20 cents.

(b) The allowances payable in terms of paragraph (a) of this sub-clause shall be paid in respect of any day on which the employee handles such cargo, irrespective of the time (including overtime) spent on such work: Provided that, if on any day an employee handles cargoes in respect of which different allowances are payable, the payment of the higher allowance shall be deemed to include the lower allowance.

(7) *Differential Wage.*—An employer who engages an employee to perform any class of work for which a wage is prescribed in sub-clause (1) (a) or (1) (b) and during any day requires such employee to perform work of another class for which a higher wage is prescribed in those sub-clauses shall—

(a) if the employee is required to perform such other class of work for more than four hours on that day, pay such employee not less than such higher wage for the whole of that day; and

(b) if the employee is required to perform such other class of work for not more than four hours, pay him for that day not less than half the daily wage prescribed for an employee of his class plus half the daily wage prescribed for an employee of such other class.

(8) *Travelling Allowances and Transport.*—Whenever an induna or serang, winchman, gangwayman or stevedoring hand in Area A is required by his employer to proceed to Simonstown to work, he shall in addition to any other remuneration payable in terms of this clause—

(a) be provided with one meal per day free of charge or be paid an allowance of 15 cents in lieu of such meal;

(b) be provided with transport to and from Simonstown free of charge to the employee; and

(c) be paid a travelling time allowance per day as set out hereunder—

Indunas or serangs.....	30 cents.
Winchmen and gangwaymen.....	25 cents.
Stevedoring hands.....	20 cents.

4. PAYMENT OF REMUNERATION.

(1) Save as provided in clause 7, any amount due to a weekly employee shall be paid in cash weekly, or, if the employer and his employee have agreed thereto, in cash or by cheque monthly, during the hours of work or within thirty minutes of ceasing work, on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day.

(2) Any amount due to a daily employee shall be paid to the employee in cash each day during the hours of work or within thirty minutes of ceasing work: Provided that an employer may arrange to pay to such an employee each week and on the usual pay-day of his establishment any amounts due to the employee in respect of work performed during the preceding seven days.

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

(4) *Aftrekkings*.—'n Werkgewer mag sy werknemer geen boetes opleë of enige bedrae van sy werknemer se beskolding aftrek nie, uitgesonderd dat hy die volgende kan doen:—

- Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siektebystand-, versekerings-, spaar-, voorsorg- of pensioenfondse of ledegeld aan 'n vakvereniging;
- behoudens andersluidende bepalings in hierdie Vasstelling, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid, bereken op die grondslag van die loon wat dié werknemer op daardie tydperk ten opsigte van sy gewone werkure ontvang het;
- 'n aftrekking van enige bedrag wat van 'n werkgewer regens of op bevel van 'n bevoegde hof vereis of wat hy toegelaat word om te doen;
- wanneer 'n weeklikse werknemer toestem of daar van hom ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, vereis word, om etes en huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder bepaal:—

	Per week.	Per maand.
	R	R
Etes.....	0.80	3.47
Huisvesting.....	0.40	1.73
Etes en huisvesting.....	1.20	5.20;

- met die skriftelike toestemming van 'n werknemer 'n aftrekking van enige bedrag wat 'n werkgewer betaal het aan 'n munisipale raad of ander plaaslike owerheid ten opsigte van die huur van enige huis of huisvesting in 'n hostel waarin sodanige werknemers in 'n lokasie of Bantoeoord onder die beheer van dié Raad of ander plaaslike owerheid woon.

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

(1) *Gewone werkure*.—Die gewone werkure van 'n werknemer is—

- op Maandae tot en met Vrydae—
vanaf 7.20 vm. tot 12-uur middag; en vanaf 1 nm. tot 5 nm.;
- op Saterdag—
vanaf 7.20 vm. tot 12-uur middag;

en 'n werknemer word geag te begin werk op die tydperk waarop van hom vereis word om hom by die skip aan te meld waar werk verrig moet word: Met dien verstande dat tyd, wat 'n werknemer vóór 7.20 vm. bestee het in of in verband met die werwing van arbeiders, geag moet word tyd te wees wat nie gewerk is nie: Voorts met dien verstande dat wanneer, volgens reëlings met die owerhede wat die hawe beheer, dit nodig is om 'n nagskof te werk wat voltooi word gedurende die tydperk vanaf Maandag tot en met Saterdag, die gewone werkure van werknemers wat so 'n skof werk, vanaf 7.20 nm. moet wees op die dag waarop werk begin tot 5 vm. op die volgende dag met 'n etenspouse vanaf middernag tot 1 vm., en dié pouse moet nie gereken word as tyd gewerk nie.

(2) *Oortyd*.—Alle tyd gewerk (uitgesonderd op Sondag) deur 'n werknemer buite die gewone werkure wat in subklousule (1) voorgeskryf word, is oortyd.

(3) *Betaling vir oortyd*.—(a) 'n Werkgewer moet aan 'n werknemer wat oortyd op enige dag vanaf Maandag tot en met Saterdag werk, vir elke uur of gedeelte van 'n uur oortyd aldus gewerk, minstens die bedrag betaal wat hieronder uiteengesit word vir 'n werknemer van sy klas in die gebied waarin hy in diens is:—

Beroep.	In Gebied A.	In Gebied B.	In Gebied C.	In Gebied D.
Stuwadoor.....	R 0.28	R 0.26	R 0.25	R 0.25
Leier.....	0.30	0.28	0.27	0.27
Windasman.....	0.31	0.28	0.28	0.28
Gangboordman.....	0.31	0.28	0.28	0.28
Indoena of serang.....	0.36	0.33	0.32	0.32

(b) (i) 'n Werkgewer moet aan 'n werknemer wat op 'n Sondag werk, 'n basiese loon betaal van minstens die bedrag hieronder genoem vir 'n werknemer van sy klas in die gebied waarin hy in diens is:—

Beroep.	In Gebied A.	In Gebied B.	In Gebied C.	In Gebied D.
Stuwadoor.....	R 1.20	R 1.10	R 1.05	R 1.05
Leier.....	1.29	1.20	1.17	1.17
Windasman.....	1.35	1.23	1.20	1.23
Gangboordman.....	1.35	1.23	1.20	1.20
Indoena of serang.....	1.50	1.40	1.38	1.38

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

- With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds or subscriptions to a trade union;
- except where otherwise provided in this Determination, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work;
- a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- whenever a weekly employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per week.	Per month.
	R	R
Board.....	0.80	3.47
Lodging.....	0.40	1.73
Board and lodging.....	1.20	5.20;

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

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

(1) *Ordinary Hours of Work*.—The ordinary hours of work of an employee shall be—

- on Mondays to Fridays, inclusive—
from 7.20 a.m. to 12 noon, and from 1 p.m. to 5 p.m.;
- on Saturdays—
from 7.20 a.m. to 12 noon;

and an employee shall be deemed to commence work at the time at which he is required to attend at the ship at which work is to be performed: Provided that time spent by any employee before 7.20 a.m. in or in connection with recruiting of labour shall be deemed not to be time worked: Provided further that whenever, by arrangement with the authorities controlling the port, it is necessary to work a night shift which is completed during the period from Monday to Saturday inclusive, the ordinary hours of work of employees working such a shift shall be from 7.20 p.m. on the day on which work commences to 5 a.m. on the following day, with a meal break from midnight to 1 a.m., which break shall not be reckoned as time worked.

(2) *Overtime*.—All time worked (except on Sunday) by an employee outside the ordinary hours of work prescribed in sub-clause (1) shall be overtime.

(3) *Payment for Overtime*.—(a) An employer shall pay an employee who works overtime on any day from Monday to Saturday, inclusive, for each hour or part of an hour overtime so worked, not less than the amount set out hereunder for an employee of his class in the area in which he is employed:—

Occupation.	In Area A.	In Area B.	In Area C.	In Area D.
Stevordoring hand.....	R 0.28	R 0.26	R 0.25	R 0.25
Leader.....	0.30	0.28	0.27	0.27
Winchman.....	0.31	0.28	0.28	0.28
Gangwayman.....	0.31	0.28	0.28	0.28
Induna or serang.....	0.36	0.33	0.32	0.32

(b) (i) An employer shall pay an employee who works on a Sunday a basic payment of not less than the amount set out hereunder for an employee of his class in the area in which he is employed:—

Occupation.	In Area A.	In Area B.	In Area C.	In Area D.
Stevordoring hand.....	R 1.20	R 1.10	R 1.05	R 1.05
Leader.....	1.29	1.20	1.17	1.17
Winchman.....	1.35	1.23	1.20	1.23
Gangwayman.....	1.35	1.23	1.20	1.20
Induna or serang.....	1.50	1.40	1.38	1.38

(ii) Benewens die bedrae voorgeskryf in subparagraaf (i) moet 'n werkgewer aan 'n werknemer wat op 'n Sondag werk, vir elke uur of gedeelte van 'n uur aldus gewerk, minstens die bedrag betaal wat hieronder genoem word vir 'n werknemer van sy klas in die gebied waarin hy in diens is:—

Beroep.	In Gebied A.	In Gebied B.	In Gebied C.	In Gebied D.
	R	R	R	R
Stuwadoor.....	0.21	0.19	0.19	0.19
Leier.....	0.22	0.21	0.20	0.20
Windasman.....	0.25	0.21	0.21	0.21
Gangboordman.....	0.25	0.21	0.21	0.21
Indoena of serang.....	0.31	0.29	0.29	0.29

Met dien verstande dat—

- (i) as 'n werknemer ná 5 nm. op 'n Sondag werk, die bedrag wat sy werkgewer aan dié werknemer moet betaal, ten opsigte van elke uur of deel van 'n uur aldus ná 5 nm. gewerk, verhoog moet word tot die bedrag voorgeskryf in paragraaf (a) van hierdie subklousule vir 'n werknemer van sy klas in die gebied waarin hy in diens is;
- (ii) behalwe vir die verrigting van noodwerk 'n werkgewer nie van 'n werknemer moet vereis of hom toelaat om ná 9 nm. op 'n Sondag te werk nie.

(c) 'n Werkgewer moet sy voormanstuwadoor, leerling-stuwadoor, pakhuisman of drywer van 'n motorvoertuig wat oortyd op enige dag vanaf Maandag tot en met Saterdag werk, vir elke uur of deel van 'n uur aldus gewerk, 'n bedrag betaal van minstens 75 sent of sy weekloon gedeel deur 48 en vermenigvuldig deur een en een-derde, naamlik die kleinste bedrag.

(d) 'n Werkgewer moet aan 'n werknemer genoem in paragraaf (c) wat op 'n Sondag werk, minstens die loon betaal wat dié werknemer vir sy gewone werkure op 'n weekdag ontvang, en moet daarbenewens vir elke uur of deel van 'n uur aldus gewerk, hom 'n bedrag betaal van minstens 40 sent of die weekloon wat hy vir sy gewone werkure, gedeel deur 48, ontvang naamlik die kleinste bedrag.

(4) *Etenspouses op Sondag of gedurende oortyd.*—(a) 'n Werknemer van wie vereis word om op 'n Sondag vir 'n tydperk van langer as vyf uur te werk, moet ná hoogstens vyf uur, bereken vanaf die tyd waarop hy begin werk het, 'n etenspouse van minstens een uur toegestaan word, en dié pouse moet nie geag word as tyd gewerk nie.

(b) 'n Werknemer van wie vereis word om voort te gaan om oortyd ná 8 nm. op enige dag te werk, moet benewens enige ander etenspouse wat in hierdie klousule ten opsigte van daardie dag voorgeskryf word, tussen die ure 5 nm. en 7 nm. 'n etenspouse van minstens 20 minute toegestaan word en dié pouse moet nie geag word as tyd gewerk nie.

(5) *Beperking van oortyd.*—(a) 'n Werkgewer moet nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, uitgesonderd in die verrigting van noodwerk—

- (i) in alle gebiede ná 9 nm. vanaf Maandag tot en met Vrydag;
- (ii) in gebied A, C of D ná 2 nm. op 'n Saterdag;
- (iii) in gebied B ná 9 nm. op 'n Saterdag.

(b) Vir die toepassing van hierdie subklousule en subklousule (3) (b) beteken "noodwerk" enige werk wat die owerheid in beheer van die hawe besluit, om 'n goeie en voldoende rede, dat dit verrig moet word ná die tye genoem in paragraaf (a) en die tweede voorbehoudsbepaling van subklousule (3) (b).

6. BETALING VIR WERK OP OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van klousule 4 (4), as 'n weeklikse werknemer nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk nie, moet sy werkgewer hom vir die week waarin so 'n dag val, minstens sy weekloon betaal.

(2) Wanneer 'n weeklikse of daaglikse werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir die werk op enige sodanige dag betaal teen dieselfde skaal as dié voorgeskryf in hierdie Vastelling vir werk op 'n Sondag en in die geval van 'n weeklikse werknemer moet die betaling bo en behalwe die weekloon wees vir die week waarin dié dag val: Met dien verstande dat as Nuwejaarsdag, Geloftedag of Kersdag op 'n Sondag val, die bepalings van hierdie subklousule van toepassing moet wees op die Maandag wat op dié Sondag volg.

(ii) In addition to the amounts prescribed in sub-paragraph (i) an employer shall pay to an employee who works on a Sunday for each hour or part of an hour so worked not less than the amount set out hereunder for an employee of his class in the area in which he is employed:—

Occupation.	In Area A.	In Area B.	In Area C.	In Area D.
	R	R	R	R
Stevedoring hand.....	0.21	0.19	0.19	0.19
Leader.....	0.22	0.21	0.20	0.20
Winchman.....	0.25	0.21	0.21	0.21
Gangwayman.....	0.25	0.21	0.21	0.21
Induna or serang.....	0.31	0.29	0.29	0.29

Provided that—

- (i) if an employee works after 5 p.m. on a Sunday, the amount which his employer shall pay to such employee shall, in respect of each hour or part of an hour so worked after 5 p.m., be increased to the amount prescribed in paragraph (a) of this sub-clause for an employee of his class in the area in which he is employed;

- (ii) except for the performance of emergency work an employer shall not require or permit an employee to work after 9 p.m. on a Sunday.

(c) An employer shall pay his foreman stevedore, learner stevedore, storeman or driver of a motor vehicle who works overtime on any day from Monday to Saturday, inclusive, for each hour or part of an hour so worked, an amount of not less than 75 cents or his weekly wage divided by 48 and multiplied by one and one-third, whichever is the lesser.

(d) An employer shall pay an employee referred to in paragraph (c) who works on a Sunday not less than the wage such employee receives for his ordinary hours of work on a week day and shall, in addition, for each hour or part of an hour so worked pay him an amount of not less than 40 cents or the weekly wage he receives for his ordinary hours of work divided by 48, whichever is the lesser.

(4) *Meal Intervals on Sunday or During Overtime.*—(a) An employee who is required to work on a Sunday for a period in excess of five hours shall after not more than five hours, calculated from the time he commenced work, be granted a meal interval of not less than one hour, and such interval shall not be deemed to be time worked.

(b) An employee who is required to continue to work overtime after 8 p.m. on any day shall, in addition to any other meal interval prescribed in this clause in respect of that day, be granted between the hours of 5 p.m. and 7 p.m. a meal interval of not less than twenty minutes and such interval shall not be deemed to be time worked.

(5) *Limitation of Overtime.*—(a) An employer shall not require or permit an employee to work overtime except in the performance of emergency work—

- (i) in any area after 9 p.m. from Monday to Friday, inclusive;
- (ii) in Area A, C or D after 2 p.m. on a Saturday;
- (iii) in Area B after 9 p.m. on a Saturday.

(b) For the purpose of this sub-clause and sub-clause (3) (b) "emergency work" means any work which the authority controlling the port decides, for good and sufficient reason, must be performed after the times referred to in paragraph (a) and the second proviso to sub-clause (3) (b).

6. PAYMENT FOR WORK ON PUBLIC HOLIDAYS.

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

(2) Whenever a weekly or daily employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the work on any such day at the same rate as that prescribed in this Determination for work on a Sunday and in the case of a weekly employee such pay shall be in addition to his weekly wage for the week in which such day falls: Provided that if New Year's Day, the Day of the Covenant or Christmas Day falls on a Sunday, the provisions of this sub-clause shall apply to the Monday following such Sunday.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousules (2) en (3), moet 'n werkgewer aan sy weeklikse werknemer ten opsigte van elke voltooide 12 maande diens by hom, minstens 14 opeenvolgende kalenderdae verlof toestaan en dié werknemer ten opsigte van dié verlof minstens twee maal sy weekloon betaal.

(2) Die verlof genoem in subklousule (1) moet toegestaan word op 'n tydstop wat deur die werkgewer vasgestel moet word: Met dien verstande dat—

- (i) as dié verlof nie vroeër toegestaan is nie, dit, behoudens die bepalings van subklousule (3), só toegestaan moet word dat dit begin binne vier maande ná die voltooiing van die 12 maande diens waarop dit betrekking het, of, as die werkgewer en sy werknemer daartoe skriftelik ooreengekom het vóór die verstryking van genoemde tydperk van vier maande, die werkgewer dié verlof aan die werknemer moet toestaan vanaf 'n datum nie later nie as twee maande ná die verstryking van genoemde tydperk van vier maande;
- (ii) die verloftydperk nie moet saamval met siekteverlof toegestaan ingevolge klousule 8 nie; ook nie, tensy die werknemer aldus versoek en die werkgewer daartoe skriftelik toestem, met enige tydperk van militêre opleiding wat die werknemer verplig is om kragtens die Verdedigingswet, 1957, te ondergaan nie;
- (iii) as Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag vir elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere verloftyd en die werkgewer aan sy werknemer ten opsigte van elke sodanige dag wat bygevoeg is, 'n bedrag van minstens sy dagloon moet betaal;
- (iv) 'n werkgewer al die dae geleentheidsverlof wat met volle besoldiging aan sy werknemer op dié werknemer se skriftelike versoek toegestaan is gedurende die 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het, van sodanige verloftyd kan aftrek.

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

- (i) dié versoek deur die werknemer gedoen word nie later nie as vier maande ná die verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en
- (ii) die werkgewer die datum van die ontvangs van dié versoek daarop aanbring en dit onderteken en die versoek vir 'n tydperk van minstens drie jaar vanaf sodanige datum bewaar, of vanaf die datum van die verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, naamlik die jongste datum.

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

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

(5) 'n Werknemer wie se dienskontrak tydens enige tydperk van 12 maande by dieselfde werkgewer eindig voordat die tydperk van verlof voorgeskryf in subklousule (1) ten opsigte van dié tydperk opgehoop het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, deur sy werkgewer ten opsigte van elke voltooide maand van sodanige tydperk van diens, minstens een-sesde betaal word van die som van die weekloon wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging: Met dien verstande dat 'n werkgewer 'n eweredige aftrekking mag doen ten opsigte van enige tydperk van verlof wat aan 'n werknemer kragtens die vierde voorbehoudsbepaling van subklousule (2) toegestaan is, en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis van diensopsegging voorgeskryf in klousule 10, te gee, tensy die werkgewer van sodanige diensopsegging afgesien het of die werknemer die werkgewer in plaas van kennisgewing betaal het; of
- (ii) wat sy diens verlaat sonder regsgeldige rede; of
- (iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om enige rede wat regens as voldoende vir sodanige ontslag sonder kennisgewing getiens, word,

nie op enige betaling kragtens hierdie subklousule geregtig is nie.

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

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag in te sluit—

- (a) elke tydperk ten opsigte waarvan 'n werkgewer, ingevolge klousule 10, 'n werknemer in plaas van kennisgewing betaal;
- (b) elke tydperk waarin 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 8;
 - (iii) op las of op versoek van sy werkgewer, wat altesaam in 'n jaar hoogstens tien weke beloop; en

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (3) an employer shall grant to his weekly employee in respect of each completed twelve months of employment with him, not less than fourteen consecutive calendar days' leave and shall in respect of such leave pay such employee not less than twice his weekly wage.

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

- (i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and his 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 8 nor, unless the employee so requests and the employer agrees in writing, with any period of military training which the employee is required to undergo under the Defence Act, 1957;
- (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 day, be added to the said period as a further period of leave and the employer shall pay the employee in respect of each such day added an amount of not less than his daily wage;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of twelve months of employment to which the period of annual leave relates.

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

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

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

(4) *Leave Remuneration*.—The remuneration in respect of the annual leave prescribed in sub-clause (1), read with sub-clause (3), shall be paid not later than the last work day before the commencement of the leave.

(5) An employee whose contract of employment terminates during any period of twelve months with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid by his employer, in respect of each completed month of such period of employment, not less than one-sixth of the sum of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

- (i) who leaves his employment without having given the period of notice prescribed in clause 10, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

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

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

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

- (a) any period in respect of which an employer, in terms of clause 10, 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 8;
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate, in any one year, to not more than ten weeks; and

- (c) elke tydperk waarin 'n werknemer afwesig is om militêre opleiding kragtens die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om as diens meer as vier maande van enige enkele tydperk van sodanige opleiding te eis nie,

en diens word geag te begin—

- (i) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Vasstelling op verlof geregtig geword het ingevolge enige wet, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was vóór die datum van die inwerking-treding van hierdie Vasstelling en op wie enige wet van toepassing was wat vir jaarlikse verlof voorsiening maak, maar wat nog nie ingevolge daarvan op verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer in sy werkgever se diens getree het of die datum waarop hierdie Vasstelling van krag geword het, naamlik die jongste datum.

8. SIEKTE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever aan sy weeklikse werknemer wat van die werk afwesig is weens ongeskiktheid, altesaam minstens 24 dae siekteverlof gedurende elke kringloop van vier-en-twintig maande diens by hom toestaan, en moet dié werknemer ten opsigte van alle tydperke van afwesigheid ingevolge hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer in die eerste vier-en-twintig opeenvolgende maande diens nie op siekteverlof met volle betaling geregtig is teen 'n skaal van meer as een werkdag ten opsigte van elke voltooide maand diens nie;
- (ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes betaal wat minstens gelyk is aan dié deur die werknemer betaal aan enige fonds of organisasie deur die werknemer aangewys, as dié fonds of organisasie wat aan die werknemer, ingeval van sy ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit, die betaling waarborg van minstens altesaam 'n bedrag gelyk aan sy loon vir vier-en-twintig werkdag in elke kringloop van vier-en-twintig maande diens, behalwe dat gedurende die eerste vier-en-twintig maande van die betaling van bydraes deur die werknemer die gewaarborgde skaal nie dié skaal van ophoping hoef te oorskry wat in die eerste voorbehoudsbepaling van hierdie subklousule uiteengesit word nie;
- (iii) waar van 'n werkgever regtens vereis word om hospitaalgelde of gelde vir mediese behandeling ten opsigte van 'n werknemer te betaal, en hy sulke gelde betaal, die bedrag aldus betaal, afgetrek kan word van die betaling verskuldig kragtens hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid;
- (iv) indien 'n werkgever ten opsigte van alle tydperke van ongeskiktheid deur hierdie klousule gedek, by enige ander wet verplig word om aan 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan, as 'n vooropgestelde voorwaarde vir die betaling deur hom van enige bedrag deur 'n werknemer ooreenkomstig hierdie klousule geëis ten opsigte van enige afwesigheid van werk vir 'n tydperk wat meer as drie opeenvolgende kalenderdae dek, van die werknemer vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid noem: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van tot agt weke betaling kragtens hierdie klousule by twee of meer geleenthede ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die jongste sodanige geleentheid volg, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) As 'n werknemer gedurende die eerste kringloop van vier-en-twintig maande diens by dieselfde werkgever afwesig is weens ongeskiktheid vir 'n tydperk wat langer is as enige siekteverlof wat ten tyde van die ongeskiktheid opgehoop het, is hy slegs geregtig op betaling ten opsigte van sodanige siekteverlof wat aldus opgehoop het; maar sy werkgever moet, as hy dit nie voorheen gedoen het nie, aan hom by die verstryking van genoemde dienskringloop of by diensbeëindiging vóór sodanige verstryking, ten opsigte van sodanige bykomende tydperk van afwesigheid weens ongeskiktheid, betaal in die mate waarin siekteverlof wat by sodanige verstryking of beëindiging opgehoop het, nie geneem was nie.

(4) Vir die toepassing van hierdie klousule—

(a) word "diens" geag—

- (i) enige tydperk te omvat waarin 'n werknemer afwesig is—

- (aa) met verlof ingevolge klousule 7;
 - (bb) op las of op versoek van sy werkgever;
 - (cc) met siekteverlof ingevolge subklousule (1);
- wat altesaam in enige jaar hoogstens 10 weke bedra, asook

- (c) any period during which an employee is absent undergoing military training 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,

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 leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of the commencement of this Determination and to whom any law providing for annual leave applied but who had not become entitled to leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or the date of coming into force of this Determination, whichever is the later.

8. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his weekly employee who is absent from work through incapacity not less than twenty-four days' sick leave in the aggregate during each cycle of twenty-four months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organization nominated by the employee, which fund or organization guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is required by any law 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 terms of this clause in respect of absence owing to incapacity;
- (iv) that if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a 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 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 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 twenty-four months of employment with the same employer, an employee is absent through incapacity for a period in excess of any sick leave accrued at the time of incapacity, he shall be entitled to pay only in respect of such sick leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

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

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

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

- (aa) on leave in terms of clause 7;
 - (bb) on the instructions or at the request of his employer;
 - (cc) on sick leave in terms of sub-clause (1);
- amounting in the aggregate, in any year, to not more than ten weeks; and

- (ii) enige tydperk waarin 'n werknemer afwesig is om militêre opleiding ooreenkomstig die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie daarop geregtig is om as diens meer as vier maande van enige enkele tydperk van sodanige opleiding te eis nie,

en enige tydperk van diens wat 'n werknemer by dieselfde werkgever onmiddellik vóór die inwerkingtreding van hierdie Vasstelling gehad het, moet vir die toepassing van hierdie klousule geag word diens kragtens hierdie Vasstelling te wees, en enige siekteverlof met volle betaling wat aan so 'n werknemer gedurende dié tydperk toegestaan is, moet geag word kragtens hierdie Vasstelling toegestaan te gewees het; en beteken

- (b) "ongeskiktheid" onvermoë om te werk weens enige siekte of besering, uitgesonderd dié veroorsaak deur—

- (i) 'n werknemer se eie wangedrag; of
- (ii) 'n ongeluk binne die betekenis van die Ongevalwet, 1941.

9. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgever moet alle uniforms, oorpakke of beskermende klere wat hy van sy werknemer vereis om te dra of wat hy by enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in diensbare toestand hou, en enige sodanige uniform, oorpak of beskermende klere bly die eiendom van die werkgever.

10. BEÏNDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag,
- (b) ná die eerste vier weke diens, minstens een week,

diensoopsegging gee, of 'n werkgever of werknemer kan die kontrak sonder opsegging beëindig deur aan die werknemer of aan die werkgever te betaal, na gelang van die geval, in plaas van sodanige opsegging, minstens—

- (i) in die geval van een werkdag opsegging, die dagloon wat die werknemer ontvang ten tyde van die beëindiging;
- (ii) in die geval van 'n week opsegging, die weekloon wat die werknemer ontvang ten tyde van die beëindiging:

Met dien verstande dat dit nie inbreuk maak nie op—

- (i) die reg van 'n werkgever of 'n werknemer om die kontrak sonder opsegging om enige regsgeldige rede te beëindig;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van opsegging van gelyke duur aan albei kante en vir langer as dié wat in hierdie klousule voorgeskryf word;
- (iii) die werking van enige verbeurings of strafbepalings wat regtens van toepassing mag wees ten opsigte van 'n werknemer wat dros:

- (2) Waar daar 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van diensoopsegging ooreenstem met die tydperk van diensoopsegging waarvoor ooreengekom is.

- (3) Die diensoopsegging in klousule (1) (b) voorgeskryf, moet vóór of op die gewone betaaldag van die inrigting vir sodanige werknemer gegee word en begin op die dag ná dié betaaldag: Met dien verstande dat—

- (i) die tydperk van diensoopsegging nie moet saamval met of gegee word gedurende 'n werknemer se afwesigheid met verlof wat ingevolge klousule 7 toegestaan is, en ook nie met enige tydperk van militêre opleiding wat 'n werknemer kragtens die Verdedigingswet, 1957, ondergaan nie;
- (ii) opsegging nie gegee moet word gedurende 'n werknemer se afwesigheid met siekteverlof wat kragtens klousule 8 toegestaan is nie.

- (4) Waar daar vereis word om slegs één werkdag opsegging te gee, kan dié opsegging op enige werkdag gegee word.

- (5) Ondanks andersluidende bepalinge in hierdie Vasstelling kan 'n werkgever, wanneer 'n werknemer sy dienskontrak beëindig deur sy diens sonder diensoopsegging te verlaat of sonder om sy werkgever in plaas van opsegging te betaal, vir homself van enige geld wat hy aan dié werknemer verskuldig is op grond van enige bepalinge van hierdie Vasstelling, 'n bedrag toeëien van hoogsens dié wat die werknemer aan hom in plaas van diensoopsegging sou moes betaal het.

11. DIENSSERTIFIKAAT.

'n Werkgever moet, by beëindiging van die dienskontrak, uitgesonderd weens die dros van 'n werknemer, sy weeklikse werknemer voorsien van 'n dienssertifikaat wat wesenlik in die vorm is wat in die Bylae van hierdie Vasstelling voorgeskryf word, en die sertifikaat moet die volle name van die werkgever en sy werknemer aantoon asook die beroep van die werknemer, die datum waarop die kontrak begin en beëindig is en die werknemer se weekloon ten tyde van die beëindiging.

- (ii) any period during which an employee is absent undergoing military training 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,

and any period of employment which an employee has had with the same employer immediately before the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such 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—

- (i) an employee's own misconduct; or
- (ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

9. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

10. TERMINATION OF CONTRACT OF EMPLOYMENT.

- (1) An employer or his weekly 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,
- (b) after the first four weeks of employment, not less than one week's,

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

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

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

- (i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

- (4) Where only one work day's notice is required to be given such notice may be given on any work day.

- (5) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without 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.

11. CERTIFICATE OF SERVICE.

An employer shall, upon termination of the contract of employment, other than through the desertion of an employee, furnish his weekly employee with a certificate of service, substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and termination of the contract and the employee's weekly wage at the date of such termination.

BYLAE.

Ek/ons (a) _____
 wat die Stuwadoorsbedryf uitoefen by _____

 sertifiseer hierby dat _____
 by my/ons (a) in diens was vanaf die _____ dag van _____
 19_____, tot die _____ dag van _____ 19_____,
 in die beroep van (b) _____. By diens-
 beëindiging was sy/haar (a) loon _____ rand _____ sent per
 week.

*Handtekening van Werkgewer of
 Gemagtigde Verteenwoordiger.*

Datum _____

(a) Skrap wat nie van toepassing is nie.

(b) Noem die beroep waarin die werknemer uitsluitlik of hoofsaaklik
 in diens was, byvoorbeeld gangboordman, voormanstuwadoor.

No. R. 1100.] [24 Julie 1964.
 WET OP OORLOGSMAATREËLS, 1940.

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

STUWADOORSBEDRYF IN DIE LANDDROS
 DISTRIKTE DIE KAAP, PORT ELIZABETH,
 OOS-LONDEN EN DURBAN.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
 skort hierby kragtens subregulasie (1) van regulasie 4 van
 die regulasie wat by Oorlogsmaatreël No. 43 van 1942,
 soos gewysig, gepubliseer is, die toepassing van genoemde
 regulasies op ten opsigte van alle werknemers vir wie
 lone voorgeskryf word in klousule 3 van die Loonvas-
 stelling vir die Stuwadoorsbedryf in die landdrosdistrikte
 die Kaap, Port Elizabeth, Oos-Londen en Durban, gepubli-
 seer by Goewermentskennisgewing No. R. 1105 van 24
 Julie 1964.

A. E. TROLLIP,
 Minister van Arbeid.

SCHEDULE.

I/We (a) _____
 carrying on the Stevedoring Trade at _____

 hereby certify that _____

 was employed by me/us (a) from the _____
 day of _____, 19_____, to the _____
 day of _____, 19_____, in the occupation of (b) _____
 _____ At the termination of employment
 his wage was _____ rand _____
 cents per week.

Signature of Employer or Authorised
 Representative.

Date _____

(a) Delete where inapplicable.

(b) State occupation in which employee was wholly or mainly engaged,
 e.g., gangwayman, foreman stevedore.

No. R. 1100.] [24 July 1964.
 WAR MEASURES ACT, 1940.

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

STEVEDORING TRADE IN THE MAGISTERIAL
 DISTRICTS OF THE CAPE, PORT ELIZABETH,
 EAST LONDON AND DURBAN.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby
 in terms of sub-regulation (1) of regulation 4 of the
 regulations published under War Measure No. 43 of 1942,
 as amended, suspend the operation of the said regulations
 in respect of all employees for whom wages are prescribed
 in clause 3 of the Wage Determination for the
 Stevedoring Trade in the Magisterial Districts of the
 Cape, Port Elizabeth, East London and Durban published
 under Government Notice No. R. 1105 of the 24th July,
 1964.

A. E. TROLLIP,
 Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
	GOEWERMENSKENNISGEWINGS.	
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R.1100.	Wet op Oorlogsmaatreëls, 1940: Op- skorting van Betaling van Lewenskoste- toelae: Stuwadoorsbedryf in die Land- drosdistrikte die Kaap, Port Elizabeth, Oos-Londen en Durban	10

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