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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1708.] [7 Augustus 1953.
OORLOGSMAATREËL No. 145 VAN 1942.

* MELKERYBEDRYF.—WITWATERSRAND EN PRETORIA.

Ingevolge regulasie 3 van Oorlogsmaatreël No. 145 van 1942, gelees tesame met regulasie 7 van Oorlogsmaatreël No. 9 van 1942, word onderstaande uitspraak vir algemene inligting bekendgemaak:—

SKEIDSREGTERLIKE UITSPRAAK.

OORLOGSMAATREËL No. 145 VAN 1942.

MELKERYBEDRYF, WITWATERSRAND EN PRETORIA.

Ons, S. P. du T. Viljoen, P. R. Viviers en J. J. Scheepers wat op 6 Maart 1953 deur Sy Edele die Minister van Arbeid as skeidsregters kragtens Oorlogsmaatreël No. 145 van 1942, aangestel is, met onderstaande opdrag:—

„Vir oorweging en beslegting van 'n arbeidsgeskil wat kan ontstaan tussen werkgewers en werknemers in die melkerybedryf in die magistraatsdistrikte Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Nigel, die gebiede binne 'n omtrek van tien myl van die hoofposkantore op Krugersdorp en Springs en 'n omtrek van twaalf myl van die hoofposkantoor, Pretoria, met betrekking tot en as gevolg van die verstryking op 31 Mei 1953 van die diensvoorwaardes, by die uitspraak vasgestel, wat by Goewermentskennisgewing No. 1457 van 27 Junie 1952 afgekondig is.

Vir die doel van bogenoemde opdrag—

beteken „melkerybedryf” die bedryf waarin werkgewers en werknemers verbonde is vir die doel van verkoop en/of distribusie van volmelk en/of enige of al die artikels wat binne die woordbepaling van melkeryproduk val indien verkoop of gedistribueer, tesame met die verkoop en/of distribusie van volmelk en omvat alle bykomstige werk indien dit deur sodanige werkgewers en werknemers verrig word, met uitsluiting van die verkoop van oortollige volmelk, karringmelk, afgeroomde melk of afgeskeie melk aan melkdistribueerders deur fabriekke wat melkprodukte vervaardig, maar wat gewoonlik nie volmelk verkoop nie; maar sluit nie plaasbedrywighede in nie; en

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1708.] [7 August 1953.
WAR MEASURE No. 145 OF 1942.

DAIRY TRADE.—WITWATERSRAND AND PRETORIA.

In terms of regulation 3 of War Measure No. 145 of 1942, read with regulation 7 of War Measure No. 9 of 1942, the following award is published for general information:—

ARBITRATION AWARD.

WAR MEASURE No. 145 OF 1942.

DAIRY TRADE, WITWATERSRAND AND PRETORIA.

We, S. P. du T. Viljoen, P. R. Viviers and J. J. Scheepers, having been appointed arbitrators on the 6th March, 1953, by the Honourable the Minister of Labour in terms of War Measure No. 145 of 1942, with the following terms of reference:—

“To consider and settle a labour dispute which may arise between employers and employees in the Dairy Trade in the Magisterial Districts of Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Nigel; the areas within a radius of ten miles from the General Post Offices at Krugersdorp and Springs, and a radius of twelve miles from the General Post Office, Pretoria, in regard to and as a consequence of the lapsing on the 31st May, 1953, of the conditions of employment fixed in the award published under Government Notice No. 1457 of the 27th June, 1952.

For the purpose of the above terms of reference—
‘Dairy Trade’ means the trade in which employers and employees are associated for the purpose of the sale and/or distribution of whole milk and/or any or all of the articles included in the definition of dairy produce if sold or distributed in association with the sale and/or distribution of whole milk and includes all work incidental thereto if carried on by such employers and employees, but does not include the sale of surplus whole milk, buttermilk, skimmed milk or separated milk to milk distributors by factories at which milk products are manufactured and from which whole milk is not ordinarily sold; but does not include farming operations; and

betekene „melkeryproduk”, sonder enige beperking van die gewone betekenis van die uitdrukking, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeie melk, plantjie-melk, suurmilk, eiers, heuning of roomys.

Uitdrukkings wat hierin gebruik word het dieselfde betekenis as wat aan hulle toegeken word in Oorlogsmaatreël No. 145 van 1942, soos gewysig.”;

doen hierby Uitspraak soos uiteengesit in die Bylae hiervan.

BYLAE.

1. BESTEK EN GEBIED VAN TOEPASSING VAN UITSpraak.

Hierdie Uitspraak is van toepassing op alle werkgewers en werknemers in die melkerybedryf in die magistraatsdistrikte Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Nigel, die gebiede binne 'n omtrek van tien myl van die hoofkantore op Krugersdorp en Springs, en 'n omtrek van twaalf myl van die hoofkantoor, Pretoria en word hierby kragtens regulasies 4 van die Aanhangel van Oorlogsmaatreël No. 145 van 1942, uitgebrei tot persone wat werknemers is soos bepaal in artikel een van die Nywerheid-versoeningswet, 1937, en tot die werkgewers van sulke werknemers in die genoemde gebiede.

2. GELDIGHEIDSDUUR VAN UITSpraak.

Hierdie Uitspraak tree in werking op die eerste dag van Junie 1953, en behalwe soos by klousule 15 (9) bepaal, bly dit van krag tot 31 Mei 1954.

3. WOORDBEPALING.

(1) Tensy strydig met die samehang, beteken—

- „afleringswerknemer”, 'n werknemer wat goedere en/of boodskappe te voet of per fiets, driewieler of handvoertuig of 'n meganiese waentjie of afleringsvoertuig wat deur 'n voetganger beheer word en wat bestellings kan aanneem en/of kontant in die geval van k.b.a.-bestellings en wat melk vir kontant aan ongereelde kliente in 'n natuurlike gebied, soos omskryf in artikel een-en-veertig van die Nywerheid-versoeningswet, 1937, kan verkoop maar dit sluit nie die bestuurder van 'n motorvoertuig of drywer van 'n dierevoertuig in nie;
- „arbeider”, 'n werknemer wat een of meer van ondervermelde werksaamhede verrig:—
 - (a) Persele, installasie, masjinerie, gerei, houers, diere, meubels of ander artikels skoonmaak of was;
 - (b) diere versorg; voertuie oppas of diere in- of uitspan;
 - (c) laai of aflaai; voertuie, behalwe motorvoertuie, olie of smeer;
 - (d) houers met die hand, of met 'n vulmasjien wat met die hand bedien word, vul;
 - (e) vuur maak of vure aan die brand hou, behalwe in verband met 'n stoomketel, en/of afval verwyder;
 - (f) dra, versit, toedraai, stapel, verpak of uitpak; kassies of pakkies oop- of toemaak;
 - (g) rantsoene kook, tee of ander drankte maak;
 - (h) kassies of pakkies van gedrukte of klaar geadresseerde etikette voorsien, kassies of pakkies sjabloneer en/of merk;
 - (i) masjiene voer en/of daarvan afneem;
- „assistent-voorman”, 'n werknemer wat 'n voorman of opsigter help by die uitvoering van sy pligte en wat tydens sy afwesigheid vir hom kan waarneem;
- „baasjong”, 'n werknemer wat in beheer is oor arbeiders en afleringswerknemers en wat gegewens in verband met hul werk kan aanteken;
- „bedryfsinrigting”, enige perseel waarin of in verband waarmee een of meer werknemers in die melkerybedryf in diens is;
- „ervaring”—
 - (a) met betrekking tot 'n melkery beampte, die totale voltydse dienstydperk of -tydperke wat 'n werknemer as 'n melkery beampte in 'n bedryfsinrigting opgedoen het;
 - (b) met betrekking tot 'n klerklike werknemer, die totale voltydse dienstydperk of -tydperke wat 'n werknemer as 'n klerklike werknemer opgedoen het;
 - (c) met betrekking tot 'n toonbankbediener, die totale dienstydperk of -tydperke wat 'n werknemer as 'n toonbankbediener in die melkerybedryf of as 'n winkelbediende in die voedsel- of kruideniersafdeling van 'n winkel gehad het;
- „gewig sonder vrag”, die gewig van 'n motorvoertuig en/of sleepwa soos dit aangegeven staan in 'n lisensie of sertifikaat wat vir daardie voertuig of sleepwa deur 'n lisensieëringsowerheid uitgereik is;
- „ketelbediener”, 'n werknemer wat, onder toesig van 'n voorman of opsigter of assistent-voorman, verantwoordelik is vir die op peil hou van die waterstand en stoomdruk in 'n stoomketel in 'n bedryfsinrigting en wat die vuur in die ketel kan maak, stook, hark en trek;

„Dairy Produce” means without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk, sour milk, eggs, honey and ice cream.

Terms used herein shall have the same meanings as are assigned to them in War Measure No. 145 of 1942, as amended.”;

hereby make the award set out in the Schedule hereto.

SCHEDULE.

1. SCOPE AND AREA OF APPLICATION OF AWARD.

This Award shall apply to all employers and employees in the dairy trade in the Magisterial Districts of Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Nigel, the areas within a radius of ten miles from the General Post Offices at Krugersdorp and Springs, and a radius of twelve miles from the General Post Office, Pretoria, and is hereby extended, in terms of regulation 4 of the Annexure to War Measure No. 145 of 1942, to persons who are employees as defined in section one of the Industrial Conciliation Act, 1937, and to the employers of such employees in the said areas.

2. PERIOD OF OPERATION OF AWARD.

This Award shall take effect from the first day of June, 1953, and, save as is provided for in clause 15 (9), shall continue in force until the 31st May, 1954.

3. DEFINITIONS.

(1) Unless inconsistent with the context—

- „assistant foreman” means an employee who assists a foreman or supervisor in the performance of his duties and who may act for him in his absence;
- „boiler attendant” means an employee who under the supervision of a foreman or supervisor or assistant foreman is responsible for raising and maintaining the water level and steam pressure of a boiler in an establishment and who may make, stoke, rake or draw the fire in such boiler;
- „boss boy” means an employee who exercises control over labourers and delivery employees and who may record data incidental to their work;
- „casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- „checker” means an employee who is engaged in receiving, checking and issuing milk and who may weigh and store milk, supervise the duties of employees engaged in assisting him in the performance of any or all of his duties, and record information incidental to any or all of his duties, and for the purpose of this definition the expression milk may include any article or articles of dairy produce;
- „clerical employees” means an employee, other than a checker, engaged in writing, typing or any other form of clerical work and includes a storeman, cashier, despatch clerk and telephone operator;
- „clerical employee, female, qualified,” means a female clerical employee who has had not less than four years' experience;
- „clerical employee, female, unqualified,” means a female clerical employee who has had less than four years' experience;
- „clerical employee, male, qualified,” means a male clerical employee who has had not less than five years' experience;
- „clerical employee, male, unqualified,” means a male clerical employee who has had less than five years' experience;
- „counterhand” means an employee, other than a delivery employee, who is engaged in attending to customers in an establishment and who may receive orders;
- „counterhand, female, qualified,” means a female counterhand who has had not less than four years' experience;
- „counterhand, female, unqualified,” means a female counterhand who has had less than four years' experience;
- „counterhand, male, qualified,” means a male counterhand who has had not less than five years' experience;
- „counterhand, male, unqualified,” means a male counterhand who has had less than five years' experience;
- „dairyman” means an employee, other than a milk tester, who is the holder of a degree or diploma in dairying and who is generally responsible for the good condition of milk, butter or cream dealt with at, and distributed from an establishment and who may in addition perform the operations of testing and/or grading milk, butter and/or cream, may supervise the pasteurization of milk, and may also perform the duties of a foreman or supervisor;
- „dairyman, qualified,” means a dairyman who has had not less than two years' experience;
- „dairyman, unqualified,” means a dairyman who has had less than two years' experience;
- „dairy produce” means, without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk, sour milk, eggs, honey and ice cream;

"klerklike werknemer", 'n werknemer, behalwe 'n nasiener, wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en sluit in magasynmeester, kassier, versendingsklerk en telefonis;

"klerklike werknemer, manlik, gekwalifiseer," 'n manlike klerklike werknemer met minstens vyf jaar ervaring;

"klerklike werknemer, manlik, ongekwalifiseer," 'n manlike klerklike werknemer met minder as vyf jaar ervaring;

"klerklike werknemer, vroulik, gekwalifiseer," 'n vroulike klerklike werknemer met minstens vier jaar ervaring;

"klerklike werknemer, vroulik, ongekwalifiseer," 'n vroulike klerklike werknemer met minder as vier jaar ervaring;

"korttyd", 'n tydelike vermindering van die getal gewone werke as gevolg van slappe in die bedryf, tekort aan grondstowwe of spoorwegtrekke, slegte weersgesteldheid, of 'n algemene onklaarraking van installasie of masjinerie of 'n drygende instorting van geboue as gevolg van ongeval of ander onvoorsiene noodgeval;

"loon", dié gedeelte van die besoldiging aan 'n werknemer in kontant betaalbaar ten opsigte van die gewone werke in kousule 6 (1) genoem;

"los werknemer", 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"melkdépôt", 'n perseel waarin werkgewer en werknemers hoofsaaklik verbonde is vir prosesbewerking van volmelk en vanwaar dié melk gebottel en/of verkoop en/of gedistribueer word en vanwaar melkeryprodukte verkoop en/of gedistribueer kan word;

"melkdépôtbestuurder", 'n werknemer in beheer van 'n melkdépôt en wat kontrole uitoefen oor al die werknemers in dié dépôt;

"melkery beampte", in werknemer, behalwe 'n melktoetser, wat graad of diploma in suiwelbereiding besit en wat algemeen verantwoordelik is vir die goeie toestand van die melk, botter of room wat in 'n bedryfsinrigting gehanteer of daaruit gedistribueer word en wat boonop die werksaamhede van toets en/of gradeer van melk, botter en/of room kan verrig, toesig kan hou oor die pasteuriseer van melk en ook die werksaamhede van 'n voorman of opsiger kan verrig;

"melkery beampte, gekwalifiseer," 'n melkery beampte met minstens twee jaar ervaring;

"melkery beampte, ongekwalifiseer," 'n melkery beampte met minder as twee jaar ervaring;

"melkerybedryf", die bedryf waarin werkgewers en werknemers verbonde is vir die doel van verkoop en/of distribusie van volmelk en/of enigeen of al die artikels wat binne die woordbepaling van melkeryprodukte val indien verkoop of gedistribueer, tesame met die verkoop en/of distribusie van volmelk, en omvat alle bykomstige werk indien dit deur dié werkgewers en werknemers verrig word, maar met uitsluiting van die verkoop van oortollige volmelk, karringmelk, afgeroomde melk of afgeskeie melk aan melkdistribueerders deur fabriek wat melkprodukte vervaardig maar gewoonlik nie volmelk verkoop nie; maar sluit nie plaasbedrywighede in nie;

"melkeryprodukte", sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeie melk, versuurde melk, suurmilk, eiers, heuning en roomys;

"melktoetser", 'n werknemer aan wie 'n sertifikaat deur die Departement van Landbou vir die toets van melk en room uitgereik is wat hom kwalifiseer om melk en room vir die bottervetgehalte daarvan te toets, wat melk of vars room toets en/of gradeer, en wat ook in beheer kan wees van of toetsig hou oor die pasteuriseer van melk;

"motorvoertuig", 'n vervoermiddel wat gebruik word vir die vervoer van goedere en wat deur ander as menslike of dierlike krag voortbeweeg word, en sluit 'n meganiese perd en/of trekker in, maar nie 'n "melkwaentjie" of afleweringsvoertuig wat meganies voortbeweeg, maar deur 'n voetganger bestuur word nie;

"motorvoertuigbestuurder", 'n werknemer wat 'n motorvoertuig bestuur en vir die toepassing van hierdie woordbepaling sluit "n motorvoertuig bestuur" alle tydperke en enige tyd in wat die bestuurder bestee aan werk in verband met die voertuig of vrag en alle tydperke wat hy op sy pos moet wees, gereed om te bestuur;

"nasiener", 'n werknemer wat in diens is om melk te ontvang, na te gaan en uit te reik, en wat melk kan weeg en opbêre, toesig hou oor die pligte van werknemers wat hom by die uitvoering van enigeen of al sy pligte behulpsaam is en aantekening maak van gegewens wat by enigeen of al sy pligte behoort, en vir die toepassing van hierdie woordbepaling kan die uitdrukking "melk" enige melkeryproduktartikel of -artikels insluit;

"noodwerk", enige werk genoodsaak deur 'n onklaarraking van installasie of masjinerie, of ander onvoorsiene noodgeval, of in verband met die noukeurige nagaan of herstel van installasie of masjinerie, wat nie gedurende gewone werke, voorgeskryf ingevolge kousule 6, verrig kan word nie; en enige ander werk wat uit onvoorsiene voorvalle te wyte aan oorsake soos brand, storm, ongeval, epidemie, gewelddaad, burgerlike onluste of diefstal, ontstaan, wat sonder uitstel verrig moet word en noodsaaklik is vir die instandhouding en/of lewering van lig, water, telefoondienste, openbare gesondheid, sanitêre-, skoonmaak-, openbarevervoer- of lughawedienste, of vir die uitvoering van bestellings vir die verskaffing van goedere aan, of die lewering van dienste in verband met skepe, hospitale of die verdedigingsmagte van die Unie of die Suid-Afrikaanse Polisie;

"Dairy Trade" means the trade in which employers and employees are associated for the purpose of the sale and/or distribution of whole milk and/or any or all of the articles included in the definition of dairy produce if sold or distributed in association with the sale and/or distribution of whole milk and includes all work incidental thereto if carried on by such employers and employees, but does not include the sale of surplus whole milk, buttermilk, skimmed milk or separated milk to milk distributors by factories at which products are manufactured and from which whole milk is not ordinarily sold; but does not include farming operations;

"delivery employee" means an employee who is engaged in the delivery of goods and/or messages on foot or by means of a bicycle, tricycle, hand-propelled vehicle or a mechanically propelled but pedestrian-controlled "pram" or delivery vehicle and who may accept orders and/or cash in the case of cash on delivery orders and who may sell milk for cash to casual customers in a "native area" as defined in section fifty-one of the Industrial Conciliation Act, 1937, but does not include a motor vehicle driver or a driver of an animal-drawn vehicle;

"emergency work" means any work necessitated by a breakdown of plant or machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work prescribed in clause 6 and any other work arising from an unforeseen occurrence due to causes such as fire, storm, accident, epidemic, act of violence, civil commotion or theft which must be done without delay and which is necessary to ensure the maintenance and/or provision of light, water, telephone, public health, sanitary, cleaning, public transport or airport services, or for the fulfilment of orders for the supply of goods to, or the provision of service in connection with, ships, hospitals, or the Union Defence Forces or South African Police;

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

"experience" means—

- (a) in relation to a dairyman, the total period or periods of full-time employment which an employee has had in an establishment as a dairyman;
- (b) in relation to a clerical employee, the total period or periods of full-time employment which an employee has had as a clerical employee;
- (c) in relation to a counterhand, the total period or periods of full-time employment which an employee has had as a counterhand in the dairy trade or as a shop assistant in the provisions or grocery department of any shop;

"foreman or supervisor" means an employee, other than a milk depot manager or a boss boy, in charge of the employees in an establishment who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"labourer" means an employee engaged in one or more of the following operations:—

- (a) Cleaning or washing premises, plant, machinery, utensils, containers, animals, furniture or other articles;
- (b) feeding or tending animals, minding vehicles or harnessing or unharnessing animals;
- (c) loading or unloading; oiling or greasing vehicles, other than motor vehicles;
- (d) filling containers by hand or by hand-operated filling machines;
- (e) making or maintaining fires other than in connection with a steam boiler and/or removing refuse;
- (f) carrying, moving, wrapping, stacking, packing, or unpacking; opening or closing boxes or packages;
- (g) cooking rations, making tea or other beverages;
- (h) affixing printed or ready-addressed labels to boxes or packages; stencilling and/or marking boxes or packages;
- (i) feeding into and/or taking off from machines;

"milk depot" means any premises in which employers and employees mainly associate for the purpose of processing whole milk and from which such milk is bottled and/or sold and/or distributed and from which dairy produce may be sold and/or distributed;

"milk depot manager" means an employee who is in charge of a milk depot and who exercises control over all employees in such depot;

"milk tester" means an employee to whom a milk and cream testing certificate has been granted by the Department of Agriculture, qualifying him to test milk and cream for its butter fat content, who is engaged in testing and/or grading milk or fresh cream and may also be in charge of or supervise the pasteurization of milk;

"motor vehicle" means a conveyance which is used for the transportation of goods and which is propelled by other than human or animal power and includes a mechanical horse and/or tractor, but excludes a mechanically propelled but pedestrian-controlled "pram" or delivery vehicle;

"sleepwa", 'n vervoermiddel wat deur 'n motorvoertuig getrek word;
 "toonbankbediener, manlik, gekwalifiseer," 'n manlike toonbankbediener, met minstens vyf jaar ervaring;
 "toonbankbediener, manlik, ongekwalifiseer," 'n manlike toonbankbediener met minder as vyf jaar ervaring;
 "toonbankbediener, vroulik, gekwalifiseer," 'n vroulike toonbankbediener met minstens vier jaar ervaring;
 "toonbankbediener, vroulik, ongekwalifiseer," 'n vroulike toonbankbediener met minder as vier jaar ervaring;
 "voorman" of "opsigter", 'n werknemer, behalwe 'n melk-dépôtbestuurder of 'n baasjong, in beheer van die werknemers in 'n bedryfsinrigting en wat kontrole uitoefen oor dié werknemers en verantwoordelik is vir die behoorlike verrigting van hul werk;
 "wag", 'n werknemer wat persele, geboue, hekke of ander eiendom bewaak;
 "weeklikse werknemer", 'n werknemer wat per week betaal word.

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

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever aan ondervermelde klasse van sy werknemers moet betaal is soos volg:—

	Per Week.
	£ s. d.
(a) Werknemers, behalwe los werknemers—	
(i) Melkdépôtbestuurder	10 7 8
(ii) Melkery beampte, gekwalifiseer	8 0 0
(iii) Melkery beampte, ongekwalifiseer—	
gedurende die eerste ses maande ervaring	5 6 0
gedurende die tweede ses maande ervaring	5 19 6
gedurende die derde ses maande ervaring	6 13 0
gedurende die vierde ses maande ervaring	7 6 6
(iv) Voorman of opsigter	7 10 0
(v) Assistent-voorman of opsigter	5 10 0
(vi) Melktoetsers, manlik	5 7 6
(vii) Melktoetsers, vroulik	4 2 6
(viii) Klerklike werknemer, manlik, gekwalifiseer	6 0 0
(ix) Toonbankbediener, manlik, gekwalifiseer	6 0 0
(x) Klerklike werknemer, manlik, ongekwalifiseer—toonbankbediener, manlik, ongekwalifiseer—	
gedurende die eerste jaar ervaring	2 0 0
gedurende die tweede jaar ervaring	2 15 0
gedurende die derde jaar ervaring	3 10 0
gedurende die vierde jaar ervaring	4 5 0
gedurende die vyfde jaar ervaring	5 0 0
(xi) Klerklike werknemer, vroulike, gekwalifiseer	3 15 0
(xii) Toonbankbediener, vroulik, gekwalifiseer	3 15 0
(xiii) Klerklike werknemer, vroulike, ongekwalifiseer—toonbankbediener, vroulik, ongekwalifiseer—	
gedurende die eerste jaar ervaring	2 0 0
gedurende die tweede jaar ervaring	2 7 6
gedurende die derde jaar ervaring	2 15 0
gedurende die vierde jaar ervaring	3 5 0
(xiv) Nasiener	4 10 0
(xv) Motorvoertuigbestuurder wat 'n motorvoertuig bestuur waarvan die gewig sonder vrag, tesame met die gewig sonder vrag van 'n sleepwa of sleepwaens wat deur daardie voertuig getrek word—	
(a) hoogstens 10.000 lb. is	4 10 0
(b) meer as 10.000 lb. is	6 0 0
(xvi) Afleweringswerknemer	2 0 0
(xvii) Arbeider, agtien jaar en ouer	1 10 0
(xviii) Arbeider, onder agtien jaar	1 2 6
(xix) Wag	2 2 6
(xx) Baasjong	1 15 0
(xxi) Drywer van 'n dierevoertuig	2 2 6
(xxii) Werknemers nie elders in hierdie paragraaf gespesifiseer nie	1 12 0

Met dien verstande dat die minimum loon van 'n afleweringswerknemer, wat voltyds of hoofsaaklik in die dorp Alexandra in die magistraatsdistrik Johannesburg in diens is, £1. 10s. per week in die geval van 'n werknemer van 18 jaar of ouer en £1. 3s. 6d. per week in die geval van 'n werknemer onder 18 jaar, kan wees.

(b) Los werknemer.—Vir elke dag of gedeelte van 'n dag diens een-vyftede van die hoogste weekloon wat vir 'n werknemer van sy klas en gebied voorgeskryf is.

(2) *Contrakkasie*.—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer, behalwe 'n los werknemer, weekliks en moet 'n werknemer, behoudens soos bepaal in klousule 5 (6), ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf, betaal word, of hy daardie week die maksimum getal gewone ure voorgeskryf in klousule 6 (1) of minder gewerk het.

"motor vehicle driver" means an employee engaged in driving a motor vehicle, and for the purposes of this definition "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;

"short-time" means a temporary reduction in the number of ordinary hours of work due to slackness of trade, shortage of raw materials or railway trucks, vagaries of the weather or a general breakdown of plant or machinery or a threatened breakdown of buildings caused by accident or other unforeseen emergency;

"trailer" means any conveyance drawn by a motor vehicle;

"unladen weight" means the weight of any motor vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work referred to in clause 6 (1);

"watchman" means an employee engaged in guarding premises, buildings, gates or other property;

"weekly employee" means an employee who is paid by the week.

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

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to the undermentioned classes of his employees shall be as follows:—

	Per Week.
	£ s. d.
(a) Employees other than casual employees:—	
(i) Milk depot manager	10 7 8
(ii) Dairyman, qualified	8 0 0
(iii) Dairyman, unqualified—	
during the first six months of experience	5 6 0
during the second six months of experience	5 19 6
during the third six months of experience	6 13 0
during the fourth six months of experience	7 6 6
(iv) Foreman or supervisor	7 10 0
(v) Assistant foreman or supervisor	5 10 0
(vi) Milk tester, male	5 7 6
(vii) Milk tester, female	4 2 6
(viii) Clerical employee, qualified, male	6 0 0
(ix) Counterhand, male, qualified	6 0 0
(x) Clerical employee, male, unqualified—Counterhand, male unqualified—	
during the first year of experience	2 0 0
during the second year of experience	2 15 0
during the third year of experience	3 10 0
during the fourth year of experience	4 5 0
during the fifth year of experience	5 0 0
(xi) Clerical employee, female, qualified	3 15 0
(xii) Counterhand, female, qualified	3 15 0
(xiii) Clerical employee, female, unqualified—Counterhand, female, unqualified—	
during the first year of experience	2 0 0
during the second year of experience	2 7 6
during the third year of experience	2 15 0
during the fourth year of experience	3 5 0
(xiv) Checker	4 10 0
(xv) Motor vehicle driver who drives a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle:—	
(a) does not exceed 10.000 lb.	4 10 0
(b) exceeds 10.000 lb.	6 0 0
(xvi) Delivery employee	2 0 0
(xvii) Labourer of the age of 18 years or over	1 10 0
(xviii) Labourer under the age of 18 years	1 2 6
(xix) Watchman	2 2 6
(xx) Boss boy	1 15 0
(xxi) Driver of an animal-drawn vehicle	2 2 6
(xxii) Employee not elsewhere specified in this paragraph	1 12 0

Provided that the minimum wage of a delivery employee employed wholly or mainly in the Township of Alexandra in the Magisterial district of Johannesburg may be £1. 10s. per week in the case of an employee of the age of 18 years or over, and £1. 3s. 6d. in the case of an employee under the age of 18 years.

(b) Casual employee.—For each day or part of a day of employment one-fifth of the highest weekly wage prescribed for an employee of his class and area.

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

(3) *Differensiële loon.*—'n Werkgewer wat 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag in totaal meer as een uur benewens sy eie werk of in plaas daarvan, 'n ander klas werk te verrig waarvoor—

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

(b) 'n stygende loonskaal wat op 'n hoër loon as vir sy eie klas eindig;

voorgeskrif is in subklousule (1), moet dié werknemer vir alle gewone werkure van die bedryfsinrigting op daardie dag gewerk betaal—

(i) in die geval in paragraaf (a) genoem, vir elke uur teen 'n skaal wat gelyk is aan die hoër weekloon, gedeel deur die getal gewone ure wat deur die werknemer per week gewerk word;

(ii) in die geval in paragraaf (b) genoem, vir elke uur teen 'n skaal wat gelyk is aan die weekloon vir 'n werknemer van sy klas en gebied voorgeskryf, plus twintig persent, gedeel deur die getal gewone ure wat deur die werknemer per week gewerk word; met dien verstande dat dié werknemer nie vir die dag waarop die werk deur hom verrig is, geregtig is tot 'n totale bedrag wat groter is as wat 'n gekwalifiseerde werknemer in die hoër klas sou ontvang het teen die loonskaal wat vir hom in subklousule (1) voorgeskryf is nie;

met dien verstande dat waar die enigste verskil tussen klasse kragtens subklousule (1) gebaseer is op ervaring, geslag of ouderdom, die bepaling van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandelose.*—Wanneer die loon wat aan 'n werknemer verskuldig is, kragtens klousule 5 (1) maandeliks betaal word, moet dit bereken word teen die skaal van vier-en-een-derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas en gebied voorgeskryf word.

(5) Nieteenstaande andersluidende bepalinge in hierdie klousule is dit vir 'n werkgewer toelaatbaar om 'n prestasieloon-skema in te voer waarin die besoldiging wat aan 'n werknemer betaalbaar is, kan wissel wanneer die hoeveelheid werk deur hom gedoen of deur 'n groep werknemers waarvan hy lid is, wissel; met dien verstande dat wanneer so 'n skema deur 'n werkgewer ingevoer word—

(a) een week of een maand skriftelike kennis, al na die geval, aan weeklikse of maandelikse werknemers gegee moet word aangaande die voorwaardes wat ingevolge genoemde skema van toepassing is;

(b) kopieë van die kennisgewing wat in paragraaf (a) genoem word, gestuur word aan die Beheerraad en die Afdelingsinspekteur van Arbeid, Johannesburg of Pretoria, al na die geval;

(c) elke werknemer wat deur die skema gedek word, elke week of elke maand, al na die geval, minstens die besoldiging (met inbegrip van betaling vir oortyd) vir 'n werknemer van sy klas vir die tyd gewerk, moet ontvang, plus vyf persent, ongeag die feit of hy ingevolge so 'n skema tot dié besoldiging geregtig is ten opsigte van werk gedurende daardie tyd gedoen;

5. BETALING VAN BESOLDIGING.

(1) (a) *Werknemer, behalwe los werknemer.*—Behalwe soos bepaal in klousule 7 (3), moet enige bedrag aan 'n werknemer verskuldig, weekliks of wanneer die werkgewer en werknemer skriftelik aldus ooreen gekom het, maandeliks, gedurende werkure of binne 15 minute nadat met werk opgedoen is, op die gewone betaaldag van die bedryfsinrigting in kontant betaal word, of by diensbeëindiging as dit plaasvind voor die gewone betaaldag; en sodanige bedrag moet geplaas word in 'n geslote koever of omhulsel waarop aangeteken staan, of wat vergesel gaan van 'n staat wat daarop vermeld, die name van die werkgewer en dié van die werknemer, die werknemer se bedryf, die getal gewone ure en oortydure gewerk, die verskuldigde besoldiging en die tydperk ten opsigte waarvan betaling gedoen word.

(b) Nieteenstaande 'n andersluidende ooreenkoms tussen 'n werkgewer en sy werknemer, moet die eerste betaling aan 'n werknemer ten opsigte van enige tydperk gewerk, deur sy werkgewer aan hom gemaak word op die eerste gewone betaaldag van die bedryfsinrigting vir werknemers van sy klas na die aanvang van sy dienstdyd, ongeag die feit of hy op daardie dag—

(i) in die geval van 'n weekliks besoldigde werknemer, 'n volle week;

(ii) in die geval van 'n maandeliks betaalde werknemer, 'n volle maand;

diens of minder by sy werkgewer voltooi het.

(c) Vir weekliks betaalde werknemers is Vrydag die betaaldag van 'n bedryfsinrigting elke week, en vir maandeliks betaalde werknemers is dit die laaste dag van elke kalendermaand; met dien verstande dat ingeval die laaste dag van 'n kalendermaand op 'n Sondag of 'n openbare vakansiedag val, die betaaldag die eerste werkdag moet wees wat onmiddellik op die Sondag of die openbare vakansiedag volg.

(d) Nieteenstaande die bepalinge van paragraaf (c) kan 'n werkgewer ten opsigte van sy bedryfsinrigting die betaaldag vir sy weeklikse en maandelikse werknemers vasstel; met dien— verstande—

(i) dat hy minstens sewe dae vooraf skriftelike kennis gee om hierdie betaaldag bekend te maak aan die Beheerraad en aan die Afdelingsinspekteur, Departement van Arbeid, van sy gebied;

(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, work of another class for which either—

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

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

is prescribed in sub-clause (1), shall pay to such employee a wage for all the ordinary hours of work of the establishment on that day—

(i) in the case referred to in paragraph (a), at a rate for each hour equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

(ii) in the case referred to in paragraph (b), at a rate for each hour equal to the weekly wage prescribed for an employee of his class and area, plus twenty per cent divided by the number of ordinary hours worked by such employee in a week; provided that such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-clause (1);

provided that where the sole difference between classes is, in terms of sub-clause (1) based on experience, sex or age the provisions of this sub-clause shall not apply.

(4) *Calculation of Monthly Wages.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly it shall be calculated at the rate of four-and-one-third times the wage prescribed in sub-clause (1) for an employee of his class and area.

(5) Notwithstanding anything to the contrary in this clause contained, it shall be permissible for an employer to introduce any incentive wage scheme in which the remuneration payable to an employee may vary whenever the amount of work done by him or by any group of employees of which he is a member varies; provided that whenever any such scheme is introduced by an employer—

(a) one week's or one month's written notice shall be given to weekly or monthly employees, as the case may be, of the conditions applicable under the said scheme;

(b) copies of the notice referred to in paragraph (a) shall be transmitted to the Management Board and the Divisional Inspector, Department of Labour, Johannesburg, or Pretoria as the case may be;

(c) each employee covered by the scheme shall receive each week or month as the case may be, not less than the remuneration (including overtime pay) for an employee of his class for the time worked, plus five per cent, irrespective of whether he is, in terms of any such scheme, entitled to such amount of remuneration in respect of work done during that time.

5. PAYMENT OF REMUNERATION.

(1) (a) *Employee other than a Casual Employee.*—Save as provided in clause 7 (3), any amount due to an employee shall be paid in cash weekly, or if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within fifteen minutes of ceasing work on the pay-day of the establishment or on termination of employment of this takes place before the pay-day and shall be contained in a closed envelope or container on which shall be reflected, or which shall be accompanied by a statement, showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

(b) Notwithstanding any Agreement to the contrary between an employer and his employee, the first payment to any employee in respect of any period worked shall be made to him by his employer on the first pay-day of the establishment for an employee of his class after the commencement of his employment irrespective of whether he has on that day completed—

(i) in the case of a weekly paid employee, a full week's;

(ii) in the case of a monthly paid employee, a full month's; employment or less with his employer.

(c) The pay-day of an establishment for weekly paid employees shall be Friday in every week and for monthly paid employees it shall be the last day of every calendar month; provided that where the last day of a calendar month falls on a Sunday or a public holiday, such pay-day shall be the first work day immediately succeeding such Sunday or public holiday.

(d) Notwithstanding the provisions of paragraph (c), an employer may in respect of his establishment fix the pay-days for his weekly and monthly employees; provided—

(i) that he gives at least seven days' prior written notice specifying such pay-days to the Management Board, and to the Divisional Inspector, Department of Labour, for his area;

- (ii) dat hy op 'n opvallende plek in sy bedryfsinrigting 'n kennisgewing vertoon en vertoon hou waarin hierdie betaal-dae genoem word;
- (iii) dat hy geen betaaldag aldus deur hom vasgestel, mag verander nie, tensy hy minstens 30 dae skriftelike kennis van die voorgenome wysiging gegee het aan die Beheerraad en die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied, en minstens dertig dae kennis aan sy werknemers deur 'n kennisgewing wat die voorgenome wysiging openbaar maak, en wat op 'n opvallende plek in sy bedryfsinrigting vertoon word; en
- (iv) dat enige betaaldag wat vir maandelikse werknemers vasgestel word, nie vroeër as drie dae voor en nie later as drie dae na die end van die kalendermaand val nie.

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

(3) *Premies.*—Geen werkgewer mag ten opsigte van diensverskaffing aan of opleiding van 'n werknemer betaling regstreeks of onregstreeks vra of aanneem nie.

(4) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van enige winkel of persoon deur hom aangewys, te koop nie.

(5) *Kos en huisvesting.*—Behalwe soos by die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of by die Naturelle-arbeid Regelingswet, 1911, bepaal, mag 'n werkgewer nie van sy werknemer vereis om by hom te loseer en/of in te woon nie, nóg by enige persoon of op enige plek deur hom aangewys.

(6) *Boetes en aftrekkings.*—'n Werkgewer kan geen boetes van sy werknemers hef, of enige aftrekkings van sy werknemer se loon maak nie, behalwe onderstaande:—

- (a) Met skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, versorg- of pensioenfondse, of ledegelde aan 'n vakvereniging;
- (b) behalwe soos andersins in hierdie Uitspraak bepaal, as 'n werknemer van die werk af wegbly, 'n *pro rata* aftrekking vir die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat die werknemer op daardie tyd ten opsigte van sy gewone werkure ontvang het;
- (c) 'n aftrekking van enige bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) ten opsigte van 'n openbare vakansiedag, behalwe Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag en Kersdag, waarop van 'n werknemer vereis of hy toegelaat word om nie te werk nie, 'n korting van die loon wat hy sou ontvang het as hy op dié dag gewerk het;
- (e) as 'n werknemer instem, of kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, verplig is om van sy werkgewer kos en/of huisvesting aan te neem, 'n korting van hoogstens die bedrae wat hieronder bepaal word:—

	(i) In die geval van 'n afleveringswerknemer, arbeider, drywer van 'n diervoertuig, baasjong, wag, en die klas beskryf in klousule 4 (1) as „werknemers nie elders in hierdie paragraaf gespesifiseer nie.”		(ii) In die geval van 'n ander werknemer as 'n werknemer genoem in kolom (i).	
	Per week. s. d.	Per maand. £ s. d.	Per week. s. d.	Per maand. £ s. d.
Kos (behalwe melk-rantsoen).....	3 0	0 13 0	11 6	2 10 0
Huisvesting.....	2 0	0 8 8	6 11	1 10 0
Kos en huisvesting (behalwe melk-rantsoen).....	5 0	1 1 8	18 5	4 0 0

(f) as 'n werknemer toestem om van sy werkgewer 'n melk-rantsoen van volmelk aan te neem, 'n korting van hoogstens, ondervermelde bedrae:—

	Per Week. s. d.	Per Maand. s. d.
(i) Minstens een pint en minder as twee pinte per dag.....	2 0	8 8
(ii) Minstens twee pinte per dag.....	4 0	17 4

- (ii) that he exhibits and maintains in a conspicuous place in his establishment a notice specifying such pay-days;
- (iii) that he may not vary any pay-day so fixed by him unless he has given at least 30 days' written notice of the intended variation to the Management Board and the Divisional Inspector, Department of Labour, for his area and at least 30 days' notice to his employees by affixing and maintaining in a conspicuous place in his establishment a notice specifying the intended variation; and
- (iv) that any pay-day fixed for monthly employees shall be not earlier than three days before, and not later than three days after, the end of a calendar month.

(2) *Casual Employee.*—An employer shall pay the remuneration due to his 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 any employee.

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

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(6) *Fines and Deductions.*—An employer shall not levy any fines against his employee, nor shall he make any deductions from his employee's remuneration, other than the following:—

- (a) With the written consent of his employee a deduction for holiday, sick benefit, insurance, provident or pension funds or subscriptions to a trade union;
- (b) except where otherwise provided in this Award whenever an employee is not at work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- (d) a deduction in respect of any public holiday, other than New Year's Day, Good Friday, Day of the Covenant and Christmas Day, on which an employee is required or permitted not to work of the wage which he would have received had he worked on such day;
- (e) when an employee agrees or is required, in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	(i) In the case of a delivery employee, labourer, a driver of an animal-drawn vehicle, boss boy, a watchman, and the class described in Clause 4 (1) as “employee not elsewhere specified in this paragraph”.		(ii) In the case of an employee other than an employee referred to in column (i).	
	Per Week. s. d.	Per Month. £ s. d.	Per Week. s. d.	Per Month. £ s. d.
Board (excluding milk ration).....	3 0	0 13 0	11 6	2 10 0
Lodging.....	2 0	0 8 8	6 11	1 10 0
Board and lodging (excluding milk ration).....	5 0	1 1 8	18 5	4 0 0

(f) when an employee agrees to accept from his employer a ration of whole milk, a deduction not exceeding the amount specified hereunder:—

	Per Week. s. d.	Per Month. s. d.
(i) Not less than one pint per day and less than two pints.....	2 0	8 8
(ii) Not less than two pints per day.....	4 0	17 4

(g) wanneer die gewone werkure, soos in klousule 6 voorgeskryf, ook al verminder word weens korttyd ten opsigte van elke uur van dié vermindering, 'n korting van die werknemer se weekloon gedeel deur die getal gewone ure wat dié werknemer per week werk; met dien verstande dat geen korting afgetrek mag word nie—

(i) in die geval van korttyd wat veroorsaak word deur tydelike slapte in die bedryf, of 'n tekort aan grondstowwe of spoorwegtrokke, tensy die werkgewer sy werknemer minstens vier-en-twintig uur kennis gee het van sy voorneme om die gewone werkure aldus te verminder;

(ii) in die geval van korttyd wat veroorsaak word deur slegte weersgesteldheid, of 'n algemene onklaarraking van installasie of masjinerie, of 'n drygende instorting van geboue as gevolg van ongeval of onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gee het dat geen werk beskikbaar sal wees nie.

6. WERKURE, GEWONE- EN OORTYDURE EN BETALING VIR OORTYDURE.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag nie meer wees nie as—

(a) in die geval van 'n motorvoertuigbestuurder, 'n afleweringswerknemer en 'n drywer van 'n dierevoertuig, 8 op 'n dag of 49 in 'n week van sewe dae;

(b) in die geval van 'n los werknemer, 9 op 'n dag;

(c) in die geval van 'n werknemer, behalwe 'n werknemer genoem in paragrafe (a) en (b)—

(i) 46 in 'n week van hoogstens ses dae;

(ii) 8 op 'n dag in die geval van 'n werknemer wat 'n sesdaagse week werk, 9 $\frac{1}{2}$ op 'n dag in die geval van 'n werknemer wat 'n vyfdaagse week werk.

(2) *Oortyd.*—Alle tyd wat oor die maksimum getal gewone ure, soos voorgeskryf in subklousule (1), gewerk word, behalwe tyd op Sondag gewerk deur 'n werknemer genoem in subklousule (1) (c), moet as oortyd beskou word.

(3) *Etensonderbreekings.*—'n Werkgewer kan nie van 'n werknemer, behalwe 'n werknemer genoem in paragrafe (a) en (b) van subklousule (1), vereis of hom toelaat om meer as vyf agtereenvolgende ure sonder 'n pouse van minstens een uur te werk nie, waarin geen werk verrig mag word nie, en dié pouse word nie as deel van die gewone werkure of oortyd gereken nie; met dien verstande dat—

(i) as dié pouse langer as een uur duur, alle tyd oor 1 $\frac{1}{2}$ uur as gewone werktijd gereken word;

(ii) werktijdperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou moet word.

(4) *Beperking van oortyd.*—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om meer as twee uur oortyd op 'n dag te werk nie.

(5) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer vir alle oortyd deur hom gewerk, besoldiging betaal teen 'n skaal van minstens 1 $\frac{1}{2}$ maal die loon in klousule 4 (1) vir 'n werknemer van sy klas en gebied voorgeskryf; met dien verstande dat waar in enige week oortyd bereken op 'n daaglikse basis verskil van oortyd bereken op 'n weeklikse basis, die basis geneem moet word wat die grootste bedrag vir oortyd gedurende daardie week gee.

(6) *Voorbehoud.*—(a) Die bepalinge van hierdie klousule is nie op 'n melkdepotbestuurder of 'n wag van toepassing nie.

(b) Die bepalinge van subklousule (3) en (4) is nie van toepassing op 'n werknemer wat werk verrig wat noodsaak is deur 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval nie.

(c) Die bepalinge van subklousule (3) is nie van toepassing nie op 'n toonbankbediener of arbeider wat in 'n bedryfsinrigting in diens is wat gewoonlik vir meer as twee uur tussen 12 uur middag en 4 uur namiddag vir klante gesluit is; met dien verstande dat alle gewone werkure en enige oortyd op 'n dag binne twaalf uur, vanaf die tyd wanneer so 'n werknemer op daardie dag met werk begin, gewerk moet word.

7. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkgewer sy werknemer ten opsigte van elke volle jaar diens by hom, twee agtereenvolgende weke verlof met volle betaling toestaan, en, op versoek van sy werknemer, 'n bykomende week se verlof sonder betaling, en hierdie week moet aaneenlopend met die twee weke betaalde verlof wees.

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

(i) behalwe soos bepaal in paragraaf (v), wanneer die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word;

(ii) die tydperk van die verlof nie met siekte verlof kragtens klousule 8 toegestaan of 'n tydperk wanneer 'n werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Gelofte van Kersdag binne die tydperk van verlof val, nog 'n dag vir elke sodanige dag as 'n verdere verlof tydperk met volle betaling by genoemde tydperk gevoeg moet word;

(g) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; provided that no deduction shall be made—

(i) in the case of short-time arising out of a temporary slackness of trade or shortage of raw materials or railway trucks, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short-time arising out of vagaries of the weather or a general breakdown of plant or machinery or a threatened breakdown of buildings due to accident or other unforeseen emergency, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available.

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

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

(a) in the case of a motor vehicle driver, a delivery employee and a driver of an animal-drawn vehicle, 8 in any day or 49 in any week of seven days;

(b) in the case of a casual employee, 9 in any day;

(c) in the case of an employee other than an employee referred to in paragraphs (a) and (b)—

(i) 46 in any week of not more than six days' or

(ii) 8 in any day in the case of an employee who works a six-day week or 9 $\frac{1}{2}$ in any day in the case of an employee who works a five-day week.

(2) *Overtime.*—All time worked in excess of the maximum number of ordinary hours prescribed in sub-clause (1), other than time worked on a Sunday by an employee referred to in sub-clause (1) (c), shall be deemed to be overtime.

(3) *Meal Breaks.*—An employer shall not require or permit an employee, other than any employee referred to in paragraphs (a) and (b) of sub-clause (1), to work for more than five hours continuously without a meal interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

(i) if such interval be for longer than one hour, any period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;

(ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than two hours in any day.

(5) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and one third times the wage prescribed in clause 4 (1) for an employee of his class and area; provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis yielding the larger amount for overtime during that week shall be taken.

(6) *Savings.*—(a) The provisions of this clause shall not apply to a milk depot manager or a watchman.

(b) The provisions of sub-clauses (3) and (4) shall not apply to an employee employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency.

(c) The provisions of sub-clause (3) shall not apply to a counterhand or labourer employed in an establishment which is normally closed to business for more than two hours between 12 o'clock noon and 4 o'clock p.m.; provided that all ordinary hours of work and any overtime on any day shall be worked within a period not exceeding twelve hours from the time such an employee first commences work for that day.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave on full pay, and, at the request of his employee, and additional week's leave without pay, such week's leave to be consecutive with the two week's paid leave.

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

(i) save as provided in paragraph (v) if such leave has not been granted earlier it shall be granted within two months after the completion of the year of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;

(iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave another day shall for each such day be added to the said period as a further period of leave on full pay;

(iv) 'n werkgewer enige dag geleentheidsverlof met volle betaling wat aan sy werknemer op eie skriftelike versoek toegestaan is gedurende die jaar diens waarop die jaarlikse verloftydperk betrekking het, van die verloftydperk kan aftrek;

(v) 'n werkgewer en sy afleweringswerknemer en sy arbeider, behalwe 'n arbeider op wie die Wet op Fabriek, Masjinerie en Bouwerk, 1941, van toepassing is, skriftelik ooreen kan kom dat jaarlikse verlof oor 'n dienstydperk van hoogstens twee opeenvolgende jare kan ooploop.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof, in subklousule (1) genoem, moet uiterlik die laaste werkdag voor die datum van aanvang van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende jaar diens by dieselfde werkgewer eindig voor die verloftydperk, genoem in subklousule (1), opgevolg het, moet, behalwe soos bepaal in die vierde voorbehoudbepaling by subklousule (2), by dié beëindiging in plaas van verlof en ten opsigte van elke volle maand van die tydperk van minder as een jaar, minstens een-sesde van die weekloon betaal word wat hy onmiddellik voor die datum van die beëindiging ontvang het.

(5) 'n Werknemer wat geregtig geword het tot 'n verloftydperk ingevolge subklousule (1) en wie se dienskontrak eindig voor die verlof toegestaan is, moet by die beëindiging ten opsigte van verlof die bedrag, genoem in subklousules (1) en (4), betaal word.

(6) Vir die toepassing van hierdie klousule, moet dit beskou word dat die uitdrukking „diens” enige tydperk of tydperke insluit wat 'n werknemer—

- (a) ingevolge subklousule (1) met verlof afwesig is;
- (b) opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) ingevolge klousule 8 met siekteverlof afwesig is;

wat gesamentlik hoogstens tien weke in 'n jaar behoort, en, na gelang van die jongste datum, beskou moet word dat diens begin op die datum waarop hy die laaste keer tot verlof geregtig geword het, of verlof toegestaan is, of die datum waarop hy by die werkgewer diens aanvaar het; met dien verstande dat as 'n werknemer sy opleidingstydperk ingevolge Zuid Afrika Verdedigings Wet, 1912, gedurende enige jaar minder as 30 dae is, die tydperk van tien weke met 'n gelyke tydperk wat die opleidingstydperk minder as 30 dae is, verminder moet word.

8. SIEKTEVERLOF.

(1) 'n Werknemer moet aan sy werknemer wat na een maand diens by hom van sy werk afwesig is weens siekte of ongeluk, wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeluk waarvoor ingevolge die Ongevalwet, 1941, skadeloosstelling betaalbaar is, in totaal twee weke siekteverlof toestaan gedurende enige diensjaar by hom en moet hom ten opsigte van enige afwesigheidstydperk kragtens die bepalings hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het; met dien verstande dat die werkgewer as 'n vooropgestelde voorwaarde vir betaling deur hom van enige bedrag ten opsigte van so 'n afwesigheid kan eis dat ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevorder word, 'n sertifikaat wat deur 'n geregistreerde geneesheer onderteken is, en wat die aard en duur van die werknemer se siekte vermeld, voorgelê word; voorts met dien verstande dat wanneer van 'n werkgewer kragtens 'n wet vereis word om ten opsigte van enige werknemer wat in daardie wet voorgeskrif word, hospitaalgeld te betaal en hy dit ook betaal, die bedrag wat aldus betaal word, afgetrek kan word van die betaling wat kragtens hierdie klousule vir siekte verskuldig is, maar nie meer as die bedrag wat ten opsigte van enige tydperk van siekte waarvoor hierin voorsiening gemaak word nie.

(2) Die siekteverlof wat in subklousule (1) genoem word, mag oor 'n tydperk van hoogstens twee jaar agtereenvolgende diens ooploop.

(3) Vir die toepassing van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer is geregtig tot en moet verlof toegestaan word met volle betaling op Nuwejaarsdag, Goeie Vrydag, Geloftedag en Kersdag; met dien verstande dat van 'n werknemer vereis kan word om op enigeen van dié dae te werk.

(2) *Betaling vir werk op openbare vakansiedae*.—(a) As 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag minstens die bedrag genoem in subklousule (1) betaal plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, sy weekloon gedeel deur die getal gewone ure deur hom per week gewerk.

(b) As 'n los werknemer op Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elkeen van dié dae minstens die dagloon in klousule 4 (1) vir 'n los werknemer voorgeskrif, betaal, plus, ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, dié loon gedeel deur negte.

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;

(v) an employer and his delivery employee and his labourer, other than a labourer to whom the Factories, Machinery and Building Work Act, 1941, applies, may agree in writing that annual leave be accumulated over a period of employment of not more than two consecutive years.

(3) *Leave Remuneration*.—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amount provided for in sub-clauses (1) and (4).

(6) For the purposes of this clause the expression “employment” shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 8;

amounting in the aggregate to not more than ten weeks in any year and employment shall be deemed to commence from the date on which he last became entitled to or was granted leave or the date on which he entered the employer's service, whichever is the later; provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

8. SICK LEAVE.

(1) An employer shall grant to his employee who after one month's employment with him is absent from work through sickness or accident, not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, two weeks' leave in the aggregate during any one year of employment with him and shall pay to him 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 the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed, as a condition precedent to the payment by him of any amount in respect of such absence; provided further that where an employer is by any law, required to pay, and pays hospital fees in respect of any employee referred to in any such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

(2) The sick leave referred to in sub-clause (1) shall be accumulative over a period of service of not more than two consecutive years.

(3) For the purpose of this clause the expression “employment” shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays*.—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays*.—(a) Whenever an employee, other than a casual employee works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the amount provided for in sub-clause (1) plus in respect of each hour or part of an hour so worked, his weekly wage divided by the number of ordinary hours worked by him in a week.

(b) Whenever a casual employee works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the daily wage prescribed in clause 4 (1) for a casual employee, plus in respect of each hour or part of an hour so worked, such wage divided by nine.

(3) *Betaling vir werk op Sondae.*—As 'n werknemer, behalwe 'n werknemer genoem in klousule 6 (1) (a) en (b), 'n melk-dépotbestuurder en 'n wag, op 'n Sondag werk, moet sy werk-gewer hom óf—

- (a) 'n bedrag betaal van minstens die dubbele uurwaarde van sy gewone loon vir elke uur aldus gewerk; met dien verstande dat die minimum betaling aan 'n werknemer minstens dubbel die besoldiging moet wees wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik op 'n weekdag deur hom gewerk word; óf
- (b) hom besoldiging teen minstens $1\frac{1}{2}$ maal sy gewone loon-skaal betaal ten opsigte van die totale tydperk op dié Sondag gewerk en hom binne sewe dae na die Sondag een dag vakansie toestaan waarvoor hy hom besoldiging moet betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op die vakansiedag sy gewone werkure vir daardie dag van die week gewerk het.
- (4) As 'n los werknemer op Sondag werk, moet sy werk-gewer hom dubbel die loon betaal wat in klousule 4 (1) vir 'n los werknemer voorgeskryf word.

10. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer wat van sy werknemer vereis om oorpakke en/of beskermende klere te dra, of wat kragtens 'n wet of regulasie verplig is om oorpakke en/of beskermende klere aan sy werknemer te verskaf, moet óf—

- (a) dié oorpakke en/of beskermende klere kosteloos verskaf en in goeie toestand hou; óf
- (b) sy werknemer, benewens die besoldiging wat in klousule 4 vir 'n werknemer van sy klas en gebied voorgeskryf word, 'n maandelikse toelae van minstens 6s. 6d., 3s. 9d. en 1s. 4d. betaal in plaas van die verskaffing en onderhoud onderskeidelik van oorpakke, rubberstewels en voor-skote.
- (2) 'n Werkgewer moet in nat weer aan sy werknemer wat aflewerdientse verrig, 'n waterdige mantel of ander vorm van beskerming verskaf, óf daardie werknemer benewens die besoldiging wat in klousule 4 vir 'n werknemer van sy klas en gebied voorgeskryf is, 'n bedrag van minstens 2s. per maand betaal. Wanneer 'n werkgewer 'n waterdige mantel of ander beskerming aan sy werknemer verskaf, bly die artikel die werkgewer se eiendom.

11. VERBOD OP INDIENSNEEMING VAN PERSONE ONDER VYFTIEN JAAR.
'n Werkgewer mag niemand onder vyftien jaar in diens neem nie.

12. DIENSSERTIFIKAAT.

By beëindiging van die dienskontrak van enige van sy werknemers, behalwe 'n los werknemer, moet 'n werkgewer op versoek van sy werknemer, laasgenoemde voorsien van 'n diens-sertifikaat waarop die naam van die werkgewer en dié van die werknemer voluit, die aard van die diens, die aanvangsdatum van die dienskontrak, die beëindigingsdatum daarvan en die skaal van besoldiging op datum van die beëindiging, aangegee word.

13. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer, of sy werknemer, behalwe 'n los werknemer, moet gedurende die eerste maand diens minstens vier-en-twintig uur diensopsegging gee, en daarna—

- (a) in die geval van 'n afleweringswerknemer, minstens twee weke; en
 - (b) in die geval van enige ander werknemer, minstens een week;
- vir beëindiging van d'e dienskontrak, of 'n werkgewer kan die dienskontrak sonder voorafgaande opsegging beëindig deur aan die werknemer minstens onderstaande te betaal:—

- (i) In die geval van vier-en-twintig uur diensopsegging, die weekloon wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het, gedeel deur sewe in die geval van 'n werknemer wat 'n sewedaagse week werk en deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk, en deur vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;
 - (ii) in die geval genoem in paragraaf (a), dubbel die week-loon;
 - (iii) in die geval genoem in paragraaf (b), die weekloon;
- wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het; met dien verstande dat dit nie die onderstaande raak nie:—

- (i) 'n Werkgewer of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig om 'n rede wat wetlik as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat 'n gelyke diensopseggingstermyn aan albei kante en, na gelang van die geval, vir langer tydperke as dié in paragraaf (a) en (b) genoem, bepaal;
- (iii) die toepassing van verbeurings of boetes wat kragtens wet toegepas kan word op 'n werknemer wat van sy werk wegliep.

(2) As 'n ooreenkoms ingevolge paragraaf (ii) van die voor-behoud by subklousule (1) aangegaan is, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die diensopseggingstermyn waarvoor ooreengekom is.

(3) *Payment for Work on Sundays.*—Whenever an employee, other than any employee referred to in clauses 6 (1) (a) and (b), a milk depot manager and a watchman works on a Sunday, his employer shall either—

- (a) pay to him an amount not less than double the hourly equivalent of his ordinary wage for each hour so worked; provided that the minimum payment to an employee shall be not less than double the remuneration payable to him in respect of the period ordinarily worked by him on a weekday; or
- (b) pay him remuneration at a rate of not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) Whenever a casual employee works on a Sunday, his employer shall pay to him not less than double the wage prescribed in clause 4 (1) for a casual employee.

10. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer who requires his employee to wear any over-all and/or protective clothing or who is compelled by any law or regulation to provide his employee with any over-all and/or protective clothing shall either—

- (a) supply and maintain in good condition free of charge any such over-all and/or protective clothing; or
- (b) pay to his employee, in addition to the remuneration prescribed in clause 4 for an employee of his class and area, a monthly allowance of not less than 6s. 6d., 3s. 9d. and 1s. 4d. in lieu of the supply and maintenance of overalls, gum boots and aprons respectively.

(2) An employer shall in wet weather either provide his employee engaged in delivery with a waterproof cape or other form of protection or pay to such employee in addition to the remuneration prescribed in clause 4 for an employee of his class and area, an amount of not less than 2s. per month. Where an employer provides his employee with waterproof cape or other form of protection the article shall remain the property of the employer.

11. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

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

12. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee at the employee's request with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract of employment and the rate of remuneration at the date of such termination.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first month of employment and thereafter—

- (a) in the case of a delivery employee, not less than two weeks' notice; and
- (b) in the case of any other employee, not less than one week's notice;

of his intention to terminate the contract of employment, or an employer may terminate the contract of employment without notice by paying the employee not less than—

- (i) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by seven in the case of an employee who works a seven-day week, by six in the case of an employee who works a six-day week and by five in the case of an employee who works a five-day week;
 - (ii) in the case referred to in paragraph (a), double the weekly wage;
 - (iii) in the case referred to in paragraph (b), the weekly wage;
- which the employee was receiving immediately before the date of such termination; provided that this shall not affect—
- (i) the right of an employer or an employee to terminate a contract of employment 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 the periods referred to in paragraphs (a) and (b) as the case may be;
 - (iii) the operation of any forfeitures of penalties which by law may be applicable in respect of desertion by an employee.

(2) When an Agreement is entered into in terms of paragraph (ii) of the proviso to sub-clause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) Die diensopsegging wat in subklousule (1) genoem word, moet skriftelik wees en tree in werking met ingang van die dag waarop dit gegee word; met dien verstande dat die diensopseggingstermyn nie met die werknemer se afwesigheid met jaarlikse verlof kragtens die bepalings van klousule 7, siekteverlof kragtens klousule 8, 'n tyd wat hy verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval of gegee word nie.

14. AANTEKENINGS WAT DEUR WERKGEWERS GEHOU MOET WORD.

'n Werkgewer moet te alle tye ten opsigte van sy werknemers aantekening hou van die besoldiging wat aan hulle betaal word, tyd deur hulle gewerk en ander besonderhede soos voorgeskryf by regulasies 5 (1) (a) van die regulasies ingevolge die Loonwet, 1937 (Wet No. 44 van 1937).

15. BEHEERRAAD.

(1) 'n Beheerraad word ingestel, hierna genoem „die raad”, wat verantwoordelik is vir die toepassing van die bepalings van hierdie uitspraak.

(2) (a) Die raad bestaan uit 'n onafhanklike voorsitter, drie verteenwoordigers van werkgewers en drie verteenwoordigers van werkers, wat almal deur die Sekretaris van Arbeid aangestel word.

(b) Een verteenwoordiger van werkgewers en verteenwoordiger van werkers moet uit die gebied binne 'n omtrek van twaalf myl van die hoofskantoor, Pretoria, en twee verteenwoordigers van werkgewers en twee verteenwoordigers van werkers uit die orige gebiede aangestel word. Vir elke lid, behalwe die voorsitter, moet een plaasvervanger deur die Sekretaris van Arbeid aangestel word.

(3) Vakatures wat in die raad of onder die plaasvervangende lede ontstaan het, word gevul deur persone deur die Sekretaris van Arbeid aangestel.

(4) Die raad stel reëls vas wat nie met hierdie Uitspraak strydig is nie en wat die verrigtings op vergaderings van die raad bepaal met inbegrip van die benoeming van 'n persoon wat by afwesigheid van die voorsitter, as voorsitter van die raad kan optree.

(5) (a) As minstens vier lede van die raad wat op 'n behoorlik gekonstitueerde vergadering aanwesig is, ten gunste van 'n besluit gestem het, word dit as 'n besluit van die raad beskou.

(b) Plaasvervangende lede het die reg om vergaderings van die raad by te woon, maar is alleen geregtig om te stem as hul betrokke prinsipale afwesig is.

(6) (a) Die raad kan van tyd tot tyd, op voorwaardes wat hy kan vasstel, enige persoon as ampsdraer, met inbegrip van inspekteurs, aanstel wat nodig is om hom in staat te stel om sy werksaamhede te verrig, en werkgewers en werknemers moet aan dié persone alle fasiliteite verleen wat nodig is om hul pligte uit te voer.

(b) 'n Werkgewer moet—

(i) na die beste van sy vermoë dié inligting betreffende die diensvoorwaardes van sy werknemers verstrek wat deur 'n inspekteur geëis kan word; en

(ii) op versoek van 'n inspekteur enige boek, dokument of ding met betrekking tot die diensvoorwaardes van sy werknemers vir ondersoek voorlê.

(c) Die raad kan enigeen van dié ampsdraers, met inbegrip van inspekteurs, in hul amp skors of daaruit ontslaan.

(7) (a) Ter bestryding van die raad se uitgawes by die uitvoering van sy pligte kragtens die bepalings van hierdie Uitspraak, met inbegrip van betaling van dié gelde aan sy lede (maar hoogstens £2. 2s. per dag in die geval van gewone lede en £4. 4s. per dag in die geval van die voorsitter van die raad) waartoe die raad kan besluit, moet 'n werkgewer van die loon van elkeen van sy werknemers, behalwe 'n los werknemer, die som van—

(i) 4s. per maand in die geval van 'n werknemer wat 'n loon van meer as £2. 5s. per week ontvang;

(ii) 1s. per maand in die geval van 'n werknemer wat 'n loon van £2. 5s. per week, of minder, ontvang;

af trek en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag van 20s. per maand voeg vir elkeen van sy bedryfsinrigtings en die totale som maandeliks aan die raad stuur uiterlik op die sewende dag na afloop van die maand waarop die genoemde som betrekking het, tesame met opgawe wat die name van die werkgewer en sy werknemers, bedrywe van die werknemers en bedrae wat afgetrek is, aantoon.

(b) Wanneer na die mening van die raad, fondse tot so 'n bedrag opgehoop het dat die invordering van bydraes van werkgewers en werknemers sonder gevaar vir die doeltreffende toepassing van die Uitspraak opgeskort kan word, kan die raad die invordering van bydraes aldus opskort, maar kan te eniger tyd dié opskorting herroep as, na sy goedgekenke, die invordering van bydraes weer noodsaaklik geword het; met dien verstande dat die raad minstens een kalendermaand kennis van sy besluit om die invordering van bydraes op te skort of dié opskorting in te trek, soos volg moet gee:—

(i) Skriftelik aan die Sekretaris van Arbeid; en

(ii) aan die werkgewers en werknemers deur middel van 'n kennisgewing in 'n Afrikaanse en 'n Engelse koerant wat in die gebiede deur die Uitspraak gedek, uitgegee word of ten tye daarvan daarin sirkuleer.

(3) The notice referred to in sub-clause (1) shall be in writing and shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with, nor shall notice be given during the employee's absence on annual leave in terms of clause 7, sick leave in terms of clause 8 or during any periods he is required to undergo training in terms of the South Africa Defence Act, 1912.

14. RECORDS TO BE MAINTAINED BY EMPLOYERS.

An employer shall at all times keep in respect of his employees a record of the remuneration paid to them, time worked by them and other particulars prescribed by regulation 5 (1) (a) of the regulations made under the Wage Act, 1937 (Act No. 44 of 1937).

15. MANAGEMENT BOARD.

(1) There shall be established a Board of Management, hereinafter referred to as “the Board” which shall be responsible for administering the provisions of this Award.

(2) (a) The Board shall consist of an independent chairman, three representatives of employers and three representatives of workers, all of whom shall be appointed by the Secretary for Labour.

(b) One representative of employers and one representative of workers shall be appointed from the area within a radius of twelve miles from the General Post Office, Pretoria, and two representatives of employers and two representatives of workers shall be appointed from the remaining areas. One alternate shall be appointed by the Secretary for Labour for each member except the Chairman.

(3) Any vacancy occurring on the Board or amongst alternates shall be filled by a person appointed by the Secretary for Labour.

(4) The Board shall make rules not inconsistent with this Award regulating the procedure at meetings of the Board including the appointment of a person to act as Chairman of the Board in the absence of the Chairman.

(5) (a) A decision in favour of which at least four members of the Board present at a properly constituted meeting have voted shall be deemed to be the decision of the Board.

(b) Alternates shall be entitled to attend meetings of the Board but shall have the right to vote only in the absence of their respective principals.

(6) (a) The Board may from time to time appoint, upon such conditions as it may determine, any persons as officials including inspectors, as are necessary to enable it to perform its functions, and employers and employees shall afford such persons such facilities as will enable them to carry out their duties.

(b) An employer shall—

(i) furnish to the best of his ability such information relating to the conditions of employment of his employees as an inspector may require; and

(ii) at the request of an inspector produce any book, document or thing relating to the conditions of employment of his employees for examination.

(c) The Board may suspend from duty or discharge any such officials, including inspectors.

(7) (a) To meet the expenses of the Board in carrying out its functions in terms of this Award, including the payment of such fees to its members (not exceeding £2. 2s. per diem in the case of ordinary members and £4. 4s. per diem in the case of the Chairman of the Board) as the Board may decide, an employer shall deduct from the wages of each employee, other than a casual employee, the sum of—

(i) 4s. per month in the case of an employee who receives a wage of more than £2. 5s. per week;

(ii) 1s. per month in the case of an employee who receives a wage of £2. 5s. per week or less;

and to the amount so deducted the employer shall add an amount of 20s. per month in respect of each of his establishment and forward the total sum to the Board monthly and not later than the seventh day after the end of the month to which the sum referred to relates together with a statement showing the names of the employer and his employees, occupations of employees and amounts deducted.

(b) Whenever in the opinion of the Board, funds have accumulated to such an extent that, without in any way impairing the efficient administration of the Award, the collection of levies from employers and employees can be suspended, the Board may so suspend the collection of levies but may at any time thereafter, if in its discretion the collection of levies again becomes necessary, cancel such suspension; provided that at least one calendar month's notice of its decision to suspend the collection of levies or to cancel such suspension shall be given by the Board to—

(i) the Secretary for Labour, in writing, and

(ii) the employers and employees by notice in an English and an Afrikaans newspaper published or currently circulating in the areas covered by the Award.

(8) Al die bates en onbestede geld in beheer van die raad moet by verstryking van hierdie Uitspraak oorhandig word aan die nywerheidsraad of nywerheidsrade wat kragtens die Nywerheids- versoeningswet, 1937, vir die nywerheid geregistreer is, of, as daar nie so 'n raad of rade bestaan nie, aan 'n nuwe of ander soortgelyke liggaam wat as gevolg van die verstryking van hierdie Uitspraak gestig is. As daar ten tye van die verstryking van hierdie Uitspraak meer as een raad bestaan, moet die bates en onbestede geld tussen dié rade verdeel word ooreenkomstig die getal werknemers wat in die nywerheid werksaam is in die gebied waarvoor elke raad geregistreer is, en vir die toepassing van hierdie bepaling het die uitdrukking „werknemer” die betekenis wat daar aan toegeken word in die Nywerheids-versoeningswet, 1937. As daar geen raad of rade bestaan nie en as daar geen nuwe raad of soortgelyke liggaam bestaan of opgerig word nie, moet die bates en onbestede geld aan die Sekretaris van Arbeid oorhandig word vir bewaring in afwagting van die oprigting van 'n raad of rade of nuwe beheerraad of ander soortgelyke liggaam. Wanneer so 'n raad, beheerraad of ander soortgelyke liggaam gestig is, moet die Sekretaris van Arbeid die bates en onbestede geld oorhandig aan die liggaam of liggam op die basis soos in hierdie subklousule bepaal; met dien verstande dat wanneer geen raad, rade, beheerraad of ander liggaam binne 'n tydperk van drie jaar na verstryking van hierdie Uitspraak gestig is nie, die Sekretaris van Arbeid onmiddellik moet oorgaan tot beskikking oor die bates en die bedrag wat daarvoor ontvang word, plus die onbestede geld, by die Gekonsolideerde Inkomstefonds inbetaal; voorts met dien verstande dat die Sekretaris van Arbeid alle nodige uitgawes kan aftrek wat deur hom gedoen is in verband met die hantering, bewaring of beskikking oor die bates.

(9) Die raad wat by hierdie klousule ingestel word, kan tot 30 Junie 1954 optree vir die doel om ooreenkomstig die bepaling van subklousule (8) oor die bates en onbestede geld te beskik, waarna in daardie subklousule verwys word, en oor die algemeen vir die doel om sy sake af te wikkell.

(10) Die uitgawes van die raad, aangegaan kragtens sy bevoegdthede ingevolge subklousule (9), moet vereffen word uit die onbestrede geld waarna in subklousule (8) verwys word.

16. VRYSTELLINGS.

(1) Behalwe soos bepaal in subklousule (2) van hierdie klousule, kan die raad vrystelling om enige goeie of voldoende rede van enigeen van die bepaling van hierdie Uitspraak verleen aan, of ten opsigte van, enige persoon; met dien verstande dat geen vrystelling van die bepaling van subklousule (3) van klousule 9 verleen kan word nie.

(2) Die raad stel ten opsigte van enige persoon aan wie 'n vrystellingsertifikaat verleen word, die voorwaardes van waarop en die termyn waarvoor die vrystelling van krag is; met dien verstande dat die raad na goeddunke en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, hetsy die termyn waarvoor die vrystelling verleen was, verstryk het of nie.

(3) Die raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat deur die raad of 'n behoorlik gemagtigde persoon onderteken, uitreik, wat vermeld—

- (a) die betrokke persoon se naam voluit;
- (b) die bepaling van die Uitspraak waarvan vrystelling verleen word;
- (c) die voorwaardes waarop die vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke sertifikaat, wat uitgereik word, 'n afskrif hou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid vir die gebied waarin die betrokke werkgewer se bedryfsinrigting geleë is, stuur; en
- (c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

S. P. DU T. VILJOEN, *Skeidsregter*.

P. R. VIVIERS, *Skeidsregter*.

J. J. SCHEEPERS, *Skeidsregter*.

Pretoria, 26 Mei 1953.

★ No. 1709.] [7 Augustus 1953.
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

MELKERYBEDRYF, WITWATERSRAND EN PRETORIA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verleen hierby, ingevolge artikel vier-en-veertig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan alle werkgewers in die Melkerybedryf vrystelling van die bepaling van artikel negentien, behalwe subartikels (1) (a), (1) (b), (5) en (6), en artikels twintig en een-en-twintig van genoemde Wet ten opsigte van werknemers wat onderworpe is aan die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en op wie die Uitspraak afgekondig by Goewermentskennissgewing No. 1708 van 7 Augustus 1953, van toepassing is.

B. J. SCHOEMAN,
Minister van Arbeid.

(8) All assets and unexpended moneys under the control of the Board at the expiration of this Award shall be handed over to such Industrial Council or Industrial Councils as are registered for the trade under the Industrial Conciliation Act, 1937, or if no such Council or Councils exist, to any new Board or other similar body which is established in consequence of the expiration of this Award. If more than one Council is in existence at the time of the expiration of this Award the assets and unexpended moneys shall be divided between such Councils according to the number of employees employed in the trade in the area for which each Council is registered and for the purpose of this provision the term "employee" shall have the meaning assigned thereto in the Industrial Conciliation Act, 1937. If no Council or Councils exist and if no new Board or other similar body exists or is in process of establishment, the assets and unexpended moneys shall be handed over to the Secretary for Labour for retention pending the establishment of a Council or Councils or new Management Board or other similar body. If any Council, Management Board or other similar body is established the Secretary for Labour shall hand over the assets and unexpended moneys to such body or bodies on the basis provided in this sub-clause; provided that if no Council, Councils, Management Board or other body is/are established within a period of three years after the expiration of this Award the Secretary for Labour shall forthwith dispose of the assets and pay the amount accruing therefrom plus the unexpended moneys to the Consolidated Revenue Fund; provided further that the Secretary for Labour may deduct from such money any necessary expenditure incurred by him in the handling, safekeeping or disposal of the assets.

(9) The Board established under this clause may continue to function until the 30th June, 1954, for the purpose of disposing, in accordance with the provisions of sub-clause (8), of the assets and unexpended moneys referred to in that sub-clause, and generally for the purpose of winding-up its affairs.

(10) The expenses of the Board in carrying out its functions under sub-clause (9) shall be met from the unexpended moneys referred to in sub-clause (8).

16. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause, the Board may grant exemption from any of the provisions of this Award to or in respect of any person for any good or sufficient reason; provided that no exemption shall be granted from the provisions of sub-clause (3) of clause 9.

(2) The Board shall fix, in respect of any person granted a licence of exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Board may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any exemption licence, whether or not the period for which exemption was granted has expired.

(3) The Board shall issue to every person granted exemption a licence, signed by it or a duly authorised person, setting out—

- (a) the full name of the person concerned;
- (b) the provision of the Award from which exemption is granted;
- (c) the conditions subject to which such exemptions is granted; and
- (d) the period during which the exemption shall operate;

(4) The Board shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, for the area in which the establishment of the employer concerned is situated; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

S. P. DU T. VILJOEN, *Arbitrator*.

P. R. VIVIERS, *Arbitrator*.

J. J. SCHEEPERS, *Arbitrator*.

Pretoria, 26th May, 1953.

★ No. 1709.] [7 August 1953.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

DAIRY TRADE, WITWATERSRAND AND PRETORIA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of section fifty-four of the Factories, Machinery and Building Work Act, 1941, grant exemption from the provisions of section nineteen, except sub-sections (1) (a), (1) (b), (5) and (6) and sections twenty and twenty-one of the said Act to all employers in the Dairy Trade in respect of employees who are covered by the Factories, Machinery and Building Work Act, 1941, and to whom the Award published under Government Notice No. 1708 of the 7th August, 1953, applies.

B. J. SCHOEMAN,
Minister of Labour.

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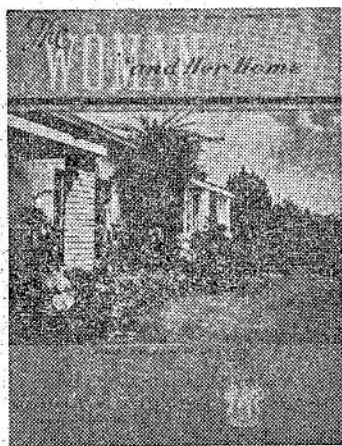
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(As 'n Nuusblad by die Poskantoor Geregistreer)

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PRICE 6d.

[No. 5115.

Alle Proklamasies, Goewernements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOEWERMENTSKENNISGEWINGS

Onderstaande Goewernementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDBOU.

* No. 1710.] [12 Augustus 1953.

WINTERGRAANSKEMA.

GRADERING VAN KORINGPRODUKTE.

Sy Eksellensie die Goewerneur-generaal het, kragtens die bevoegdheid hom verleen by artikel drie-en-veertig van die Bemarkingswet, 1937 (Wet No. 26 van 1937), soos gewysig, die regulasies bekendgemaak by Goewernementskennisgewing No. 2273 van 25 Oktober 1948, soos gewysig, met betrekking tot die gradering en manier van gradering volgens kwaliteit, en die manier van verpakking en merk van en die aanbring van etikette op koringprodukte, verder gewysig deur aan die end van subregulasie (6) van regulasie 2 die volgende grade by te voeg:—

“(e) Verrykte bruinbrood, wat beteken brood gemaak van gesifte meel waarby minstens 4 lb. grond-boontjiemee, 1 lb. afgeroomde melkpoeter, $\frac{1}{2}$ lb. kalsiumkarbonaat, 1 lb. vet en $\frac{1}{2}$ lb. kaseien-wet-mengsel of karingmelkpoeter per 100 lb. gesifte meel bygevoeg is, maar sonder byvoeging van karamel of enige ander kleurstof, net in 'n sandwich-vorm, pan-vorm, of aanmeekaar in 'n blik gebak.

“(f) Verrykte volkoringbrood, wat beteken brood gemaak van gesifte meel en gerolde of gebreke koring of mengsel of karingmelkpoeter per 100 lb. gerolde of gebreke koring of mengsel of gesifte meel en gerolde of gebreke koring bygevoeg is, maar sonder byvoeging van karamel of enige ander kleurstof, net in 'n sandwich-vorm, pan-vorm of aanmeekaar in 'n blik gebak.”

Ooreenkomstig subartikel (1) van artikel nege-en-twintig van die Bemarkingswet, 1937 (Wet No. 26 van 1937), soos gewysig, maak ek, STEPHANUS PETRUS LE ROUX, Minister van Landbou, hierby bekend dat die Raad van Beheer oor die Koringnuwerheid genoem in artikel 2 van die Wintergraanskema wat by Proklamasie No. 184 van 1949

BROODPRYS.—WYSIGING.

WINTERGRAANSKEMA.

* No. 1711.] [12 Augustus 1953.

“(e) Enriched brown bread, which shall mean bread made from sifted meal to which have been added not less than 4 lb. groundnut meal, 1 lb. fat and $\frac{1}{2}$ lb. calcium carbonate, 1 lb. skim milk powder per 100 lb. of sifted meal, but without the addition of caramel or any other colouring matter, baked in sandwich form, pan form or batch-in-tin form only.

“(f) Enriched whole wheat bread, which shall mean bread made from crushed or cracked wheat or unsifted meal or from mixtures of sifted meal and crushed or cracked wheat, to which have been added not less than 4 lb. groundnut meal, 1 lb. skim milk powder, $\frac{1}{2}$ lb. calcium carbonate, 1 lb. fat and $\frac{1}{2}$ lb. casein whey mixture or butter-milk powder per 100 lb. of sifted meal, but without the addition of caramel or any other colouring matter, baked in sandwich form, pan form or batch-in-tin form only.”

His Excellency the Governor-General has, under the powers vested in him by section forty-three of the Market-ing Act, 1937 (Act No. 26 of 1937), as amended, further amended the regulations published under Government Notice No. 2273 of the 25th October, 1948, as amended, relating to the grading and the manner of grading accord-ing to quality and the manner of packing, marking and labelling of wheaten products, by the addition at the end of sub-regulation (6) of regulation 2 of the following grades:—

GRADING OF WHEATEN PRODUCTS.

WINTER CEREAL SCHEME.

* No. 1710.] [12 August 1953.

DEPARTMENT OF AGRICULTURE.

The following Government Notices are published for general information:—

GOVERNMENT NOTICES.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

In terms of sub-section (1) of section twenty-nine of the Marketing Act, 1937 (Act No. 26 of 1937), as amended, I, STEPHANUS PETRUS LE ROUX, Minister of Agriculture, hereby make known that the Wheat Industry Control Board referred to in Section 2 of the Winter Cereal Scheme published under Proclamation No. 184 of

BREAD PRICES.—AMENDMENT.

WINTER CEREAL SCHEME.

* No. 1711.] [12 August 1953.

gepubliseer is, kragtens artikel 26 van daardie Skema en met my goedkeuring die verbod vervat in die Bylae van Goewermenskennisgewing No. 2537 van 31 Oktober 1952, soos gewysig, in verband met die verkoop van brood, verder gewysig het op die wyse in die Bylae hiervan aangedui.

En voorts maak ek hierby bekend dat genoemde wysigings op 12 Augustus 1953 in werking tree.

S. P. LE ROUX,
Minister van Landbou.

BYLAE.

Die aanhangsel van die Bylae van Goewermenskennisgewing No. 2537 van 1952, soos gewysig, word hierby verder gewysig—

- (1) deur die pryse gespesifiseer in paragraaf (a) van sub-klausule (1) van klausule 1 deur die volgende pryse te vervang:—

	Minimum verkooppryse. Per 2 lb.	Maksimum verkooppryse. Per 2 lb.
„ Witbrood.....	8½d.	11d.
Bruinbrood.....	6½d.	8½d.
Volkoringbrood.....	6½d.	8½d.
Verrykte bruinbrood.....	5½d.	8d.
Verrykte volkoringbrood.....	5½d.	8d.

- (2) deur paragraaf (b) van subklausule (1) van klausule 1 deur die volgende paragraaf te vervang:—

„(b) die prys van „compound“-brood per 100 lb..... 21s. 0d.”

- (3) deur die pryse gespesifiseer in paragraaf (a) van subklausule (1) van klausule 2 deur die volgende pryse te vervang:—

	Per 2 lb.
„ Witbrood.....	9½d.
Bruinbrood.....	7d.
Volkoringbrood.....	7d.
Verrykte bruinbrood.....	6½d.
Verrykte volkoringbrood.....	6½d.

- (4) deur die pryse gespesifiseer in paragraaf (b) van subklausule (1) van klausule 2 deur die volgende pryse te vervang:—

	Per 2 lb.
„ Witbrood.....	8·41d.
Bruinbrood.....	5·91d.
Volkoringbrood.....	5·91d.
Verrykte bruinbrood.....	5·41d.
Verrykte volkoringbrood.....	5·41d.

- (5) deur die pryse gespesifiseer in paragraaf (c) van subklausule (1) van klausule 2 deur die volgende pryse te vervang:—

	Per 2 lb.
„ Witbrood.....	8·09d.
Bruinbrood.....	5·59d.
Volkoringbrood.....	5·59d.
Verrykte bruinbrood.....	5·09d.
Verrykte volkoringbrood.....	5·09d.

* No. 1712]

[12 Augustus 1953.

WINTERGRAANSKEMA.

PRYSE VAN MEELBLOM, MEEL, SEMOLINA EN BRUISMEEL.—WYSIGING.

Ooreenkomstig subartikel (1) van artikel *nege-en-twentig* van die Bemarkingswet, 1937 (Wet No. 26 van 1937), soos gewysig, maak ek, STEPHANUS PETRUS LE ROUX, Minister van Landbou, hierby bekend dat die Raad van Beheer oor die Koringnywerheid genoem in artikel 2 van die Wintergraanskema wat by Proklamasie No. 184 van 1949 gepubliseer is, kragtens artikel 26 van daardie Skema en met my goedkeuring, die verbod vervat in die Bylae van Goewermenskennisgewing No. 2535 van 31 Oktober 1952, soos gewysig, in verband met die verkoop van meelblom, meel, semolina en bruismeel, verder gewysig het op die wyse in die Bylae hiervan aangedui.

En voorts maak ek hierby bekend dat genoemde wysigings op 12 Augustus 1953 in werking tree.

S. P. LE ROUX,
Minister van Landbou.

1949, has, in terms of Section 26 of that Scheme, and with my approval, further amended the prohibition specified in the Schedule to Government Notice No. 2537 of the 31st October, 1952, as amended, in connection with the sale of bread, in the manner specified in the Schedule hereto.

And I do hereby further make known that the said amendments shall become operative on the 12th August, 1953.

S. P. LE ROUX,
Minister of Agriculture.

SCHEDULE.

The annexure to the Schedule to Government Notice No. 2537 of 1952, as amended, is hereby further amended—

- (1) by the substitution for the prices specified in paragraph (a) of sub-clause (1) of clause 1 of the following prices:—

	Minimum Selling Prices. Per 2 lb.	Maximum Selling Prices. Per 2 lb.
„ White bread.....	8½d.	11d.
Brown bread.....	6½d.	8½d.
Wholewheat bread.....	6½d.	8½d.
Enriched brown bread.....	5½d.	8d.
Enriched wholewheat bread...	5½d.	8d.

- (2) by the substitution for paragraph (b) of sub-clause (1) of clause 1 of the following paragraph:—

„(b) the price of compound bread shall be per 100 (hundred) pounds..... 21s. 0d.”

- (3) by the substitution for the prices specified in paragraph (a) of sub-clause (1) of clause 2 of the following prices:—

	Per 2 lb.
„ White bread.....	9½d.
Brown bread.....	7d.
Wholewheat bread.....	7d.
Enriched brown bread.....	6½d.
Enriched wholewheat bread.....	6½d.

- (4) by the substitution for the prices specified in paragraph (b) of sub-clause (1) of clause 2 of the following prices:—

	Per 2 lb.
„ White bread.....	8·41d.
Brown bread.....	5·91d.
Wholewheat bread.....	5·91d.
Enriched brown bread.....	5·41d.
Enriched wholewheat bread.....	5·41d.

- (5) by the substitution for the prices specified in paragraph (c) of sub-clause (1) of clause 2 of the following prices:—

	Per 2 lb.
„ White bread.....	8·09d.
Brown bread.....	5·59d.
Wholewheat bread.....	5·59d.
Enriched brown bread.....	5·09d.
Enriched wholewheat bread.....	5·09d.

* No. 1712.]

[12 August 1953.

WINTER CEREAL SCHEME.

PRICES OF FLOUR, MEAL, SEMOLINA AND SELF-RAISING FLOUR.—AMENDMENT.

In terms of sub-section (1) of section *twenty-nine* of the Marketing Act, 1937 (Act No. 26 of 1937), as amended, I, STEPHANUS PETRUS LE ROUX, Minister of Agriculture, hereby make known that the Wheat Industry Control Board referred to in Section 2 of the Winter Cereal Scheme, published under Proclamation No. 184 of 1949, has, in terms of Section 26 of that Scheme, and with my approval, further amended the prohibition specified in the Schedule to Government Notice No. 2535 of the 31st October, 1952, as amended, in connection with the sale of flour, meal, semolina and self-raising flour, in the manner specified in the Schedule hereto.

And I do hereby further make known that the said amendments shall become operative on the 12th August, 1953.

S. P. LE ROUX,
Minister of Agriculture.

BYLAE.

SCHEDULE.

Die Aanhangsel van die Bylae by Goewermentskennisgewing No. 2535 van 1952, soos gewysig, word hierby verder gewysig:—

(1) deur die pryse gespesifiseer in subklousule (1) van klousule 1 deur die volgende pryse te vervang:—

	s. d.
„ Banketmeelblom.....	77 6
„ Broodmeelblom.....	63 0
Gesifte meel.....	37 8
Ongesifte meel.....	36 8
Semolina.....	81 6

(2) deur die pryse gespesifiseer in subklousule (1) van klousule 2 deur die volgende pryse te vervang:—

	s. d.
„ Banketmeelblom.....	78 6
„ Broodmeelblom.....	64 0
Gesifte meel.....	38 8
Semolina.....	82 6

(3) deur die prystabel gespesifiseer in paragraaf (a) van subklousule (1) van klousule 4 deur die volgende prystabel te vervang:—

The Annexure to the Schedule to Government Notice No. 2535 of 1952, as amended, is hereby further amended—

(1) by the substitution for the prices specified in sub-clause (1) of clause 1 of the following prices:—

	s. d.
“ Cake flour.....	77 6
Bread flour.....	63 0
Sifted meal.....	37 8
Unsifted meal.....	36 8
Semolina.....	81 6

(2) by the substitution for the prices specified in sub-clause (1) of clause 2 of the following prices:—

	s. d.
“ Cake flour.....	78 6
Bread flour.....	64 0
Sifted meal.....	38 8
Unsifted meal.....	37 8
Semolina.....	82 6

(3) by the substitution for the table of prices specified in paragraph (a) of sub-clause (1) of clause 4 of the following table of prices:—

	Per sak van 200 lb. netto.	Per sak van 100 lb. netto. (Katoen- houer).	Per sak van 100 lb. netto. (Jute- houer).	Per sak van 50 lb. netto. (Katoen- houer).	Per sak van 25 lb. netto. (Katoen- houer).	Per sak van 10 lb. netto. (Katoen- houer).	Per sak van 5 lb. (Katoen- houer).	Per sak van 5 lb. netto. (Papier- houer).
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Banketmeelblom.....	83 6	44 5	43 1	22 10	11 8	4 10	2 7	2 4½
Broodmeelblom.....	69 0	37 2	35 10	19 0	9 9	4 1	2 2½	2 0
Gesifte meel.....	42 8	24 0	22 8	12 6	6 6	2 9½	1 6½	1 4
Ongesifte meel.....	41 8	23 6	22 2	12 3	6 4	2 9	1 6	1 3½
Semolina.....	78 6	46 5	45 1	23 10	12 2	5 1	2 8	2 5½

	Per Bag of 200 lb. Net.	Per Bag of 100 lb. Net (Cotton Container).	Per Bag of 100 lb. Net (Jute Container).	Per Bag of 50 lb. Net (Cotton Container).	Per Bag of 25 lb. Net (Cotton Container).	Per Bag of 10 lb. Net (Cotton Container).	Per Bag of 5 lb. Net (Cotton Container).	Per Bag of 5 lb. Net (Paper Container).
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Cake flour.....	83 6	44 5	43 1	22 10	11 8	4 10	2 7	2 4½
Bread flour.....	69 0	37 2	35 10	19 0	9 9	4 1	2 2½	2 0
Sifted meal.....	42 8	24 0	22 8	12 6	6 6	2 9½	1 6½	1 4
Unsifted meal.....	41 8	23 6	22 2	12 3	6 4	2 9	1 6	1 3½
Semolina.....	87 6	46 5	45 1	23 10	12 2	5 1	2 8	2 5½

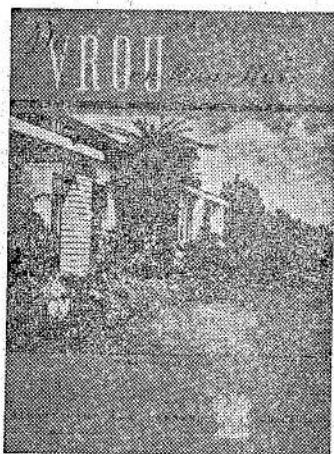
(4) deur die prystabel gespesifiseer in paragraaf (c) van subklousule (1) van klousule 4 deur die volgende prystabel te vervang:—

(4) by the substitution for the table of prices specified in paragraph (c) of sub-clause (1) of clause 4 of the following table of prices:—

	Vir 50 lb. of meer. Per 200 lb.	Vir 25 lb. of meer, maar minder as 50 lb. Per 25 lb.	Vir 10 lb. of meer, maar minder as 25 lb. Per 10 lb.	Vir 5 lb. of meer, maar minder as 10 lb. Per 5 lb.	Vir minder as 5 lb. Per 1 lb.
	s. d.	s. d.	s. d.	s. d.	s. d.
Banketmeelblom.....	83 6	11 2	4 7	2 4	0 5½
Broodmeelblom.....	69 0	9 3	3 9½	1 11½	0 4½
Gesifte meel.....	42 8	5 11½	2 6	1 3½	0 3½
Ongesifte meel.....	41 8	5 10	2 5	1 3	0 3
Semolina.....	87 6	11 8	4 9½	2 5	0 6

	For 50 lb. or more. Per 200 lb.	For 25 lb. or more but less than 50 lb. Per 25 lb.	For 10 lb. or more but less than 25 lb. Per 10 lb.	For 5 lb. or more but less than 10 lb. Per 5 lb.	For less than 5 lb. Per 1 lb.
	s. d.	s. d.	s. d.	s. d.	s. d.
Cake flour.....	83 6	11 2	4 7	2 4	0 5½
Bread flour.....	69 0	9 3	3 9½	1 11½	0 4½
Sifted meal.....	42 8	5 11½	2 6	1 3½	0 3½
Unsifted meal.....	41 8	5 10	2 5	1 3	0 3
Semolina.....	87 6	11 8	4 9½	2 5	0 6

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