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[No. 6293]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1614.]

[9 October 1959.

WAGE ACT, NO. 5 OF 1957.

WAGE DETERMINATION No. 190.

MEAT TRADE.—DURBAN, PINETOWN, WESTVILLE AND QUEENSBURGH.

By direction of the Minister of Labour it is hereby notified in terms of sub-section (2) of section fourteen of the Wage Act, 1957, that the Minister, under the powers vested in him by sub-section (1) of section fourteen of the said Act, has made the Determination in the Schedule hereto in respect of the Meat Trade and has fixed the 2nd day of November, 1959, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

MEAT TRADE.—DURBAN, PINETOWN, WESTVILLE AND QUEENSBURGH.

1. AREA AND SCOPE OF DETERMINATION.

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

2. DEFINITIONS.

(1) Unless a different intention appears, any expression which is used in this Determination and is defined in the Wage Act, 1957, shall have the same meaning as in that Act and unless inconsistent with the context—

- (1) "blockman" means an employee (other than a saleswoman or a blockman's assistant) who in any establishment in the meat trade, cuts up meat intended for sale by retail or who, in a retail butcher's shop, serves customers and who may make up orders and perform any other duties in such shop;
- (2) "blockman's assistant" means an employee who breaks down carcasses or who, under the general supervision of a qualified blockman, cuts up meat for sale to non-Europeans and who may sell meat exclusively to non-Europeans;
- (3) "casual employee" means an employee (other than a part-time employee) who is employed by the same employer on not more than three days in any week;
- (4) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a storeman and a telephone operator, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's duties;
- (5) "cutter" means an employee who in an abattoir is engaged solely in killing sheep or goats;
- (6) "cost of living allowance" means the allowance prescribed in War Measure No. 43 of 1942, as amended, and as construed in terms of section two of the War Measures Continuation Act, 1948, and paragraph (b) of section two of the War Measures Continuation Act, 1950, or, where an employer regularly pays an employee a cost of living allowance higher than that so prescribed, it means such higher allowance;

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1614.]

[9 Oktober 1959.

LOONWET No. 5 VAN 1957.

LOONVASSTELLING No. 190.

VLEISBEDRYF.—DURBAN, PINETOWN, WESTVILLE EN QUEENSBURGH.

In opdrag van die Minister van Arbeid word hierby ingevolge subartikel (2) van artikel veertien van die Loonwet, 1957, bekendgemaak dat die Minister, kragtens die bevoegdheid hom verleen by subartikel (1) van artikel veertien van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van Vleisbedryf gemaak het en die 2de dag van November 1959 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

VLEISBEDRYF.—DURBAN, PINETOWN, WESTVILLE EN QUEENSBURGH.

1. GEBIED EN BESTEK VAN VASSTELLING.

Hierdie Vasstelling is van toepassing in die munisipale gebiede van Durban, Pinetown, Westville en Queensburgh op werknemers in die Vleisbedryf en op die werkgewers van sodanige werknemers, maar dit is nie van toepassing nie op werkgewers en werknemers ten opsigte van werk gedeck deur Loonvasstelling No. 157 (Koekamernywerheid en Nywerheid vir die Bereiding van Spek en/of die Vervaardiging van Kleingoedere).

2. WOORDOMSKRYWINGS.

(1) Tensy 'n ander bedoeling blyk, het enige uitdrukking wat in dié Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet, en tensystrydig met die samehang, beteken—

(1) "blokman" 'n werknemer (uitgesonderd 'n verkoopsdame of 'n blokmansassistent) wat vleis vir verkoop in die kleinhandel in enige inrigting in die Vleisbedryf oopny, of wat klante in 'n kleinhandelslagterswinkel bedien en wat in sodanige winkel bestellings kan opmaak en enige ander pligte kan vervul;

(2) "blokmansassistent" 'n werknemer wat karkasse uitmekaaarmak of wat vleis vir verkoop aan nie-blankes onder die algemene toesig van 'n gekwalificeerde blokman oopny en wat vleis uitsluitend aan nie-blankes mag verkoop;

(3) "los werknemer" 'n werknemer (uitgesonderd 'n deeltydse werknemer) wat op hoogstens drie dae in 'n week deur dieselfde werkgewer in diens geneem word;

(4) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig, en omvat 'n kasier, stoorman en 'n telefonis, maar omvat geen ander klas werknemer elders in hierdie klousule vermeld nie, ondanks die feit dat klerklike werk 'n deel van sodanige werknemer se pligte kan uitmaak;

(5) "keelaafsnyer" 'n werknemer wat by die slagpale slegs die kele van skape of bokke afsny;

(6) "lewenskostetolae" die toelae voorgeskryf in Oorlogsmaatreel No. 43 van 1942, soos gewysig, en soos vertolk ingevolge artikel twee van die Wet op die Voortsetting van Oorlogsmaatreels, 1948, en paragraaf (b) van artikel twee van die Wet op die Voortsetting van Oorlogsmaatreels, 1950, of, waar 'n werkgewer 'n werknemer gereeld 'n hoër lewenskostetolae betaal as die aldus voorgeskryf, beteken dit sodanige hoër toelae;

- (7) "delivery employee" means an employee who delivers goods otherwise than by driving a motor vehicle and, in addition, is required to collect or record orders from customers and who may receive cash in the case of C.O.D. sales;
- (8) "emergency work" means any work which, owing to unforeseen causes such as fire, storm, accident, epidemic, act of violence, theft or breakdown of plant or machinery, must be done without delay and includes work connected with the loading and unloading of trucks or vehicles of the South African Railways and Harbours;
- (9) "establishment" means any premises in or in connection with which one or more employees are employed in any section of the meat trade;
- (10) "experience" means the total period or periods of employment (whether within the Union of South Africa or elsewhere) which, in the occupation in which he is engaged, an employee has had—  
 (a) in any trade if engaged as a clerk,  
 (b) in the meat trade if engaged in any other capacity;
- (11) "first blockman" means a qualified blockman in charge of an establishment in which at least one other blockman is employed, and where only one blockman is employed, such blockman shall be deemed to be a first blockman;
- (12) "foreman slaughterman" means a slaughterman who is in general charge of slaughtering operations in any establishment or portion thereof in which at least one other slaughterman is employed;
- (13) "labourer" means an employee engaged in one or more of the following operations:—  
 (a) Cleaning premises, vehicles, utensils, implements, tools or machinery;  
 (b) feeding, watering, herding or driving livestock;  
 (c) cleaning live animals or washing carcasses;  
 (d) harnessing or unharnessing animals;  
 (e) carrying, wrapping or stacking meat, utensils, materials, hides or skins or salting meat, hides or skins;  
 (f) loading or unloading goods, meat or livestock;  
 (g) making or maintaining fires, or removing refuse or ash;  
 (h) opening or closing doors of cold storage chambers;  
 (i) hoisting or dragging carcasses otherwise than by means of power-driven mechanical appliances;  
 (j) delivering goods, letters or messages otherwise than by means of driving a motor vehicle;  
 (k) cleaning or sorting offal, hides or skins;  
 (l) killing, plucking or cleaning poultry, or cleaning fish;  
 (m) cutting up meat for mincing, cleaning bones, feeding or emptying mincing machines, or unfolding sausage casings;  
 (n) tying sausages or polonies, sawing up soup meat, chopping up bones, cutting up or melting fat, or putting fat through machines;  
 (o) repetitive weighing to a predetermined weight;  
 (p) de-horning of carcasses;  
 (q) washing uniforms, overalls or other protective clothing;
- (14) "law" includes the common law;
- (15) "livestock" means any bull, bullock, cow, heifer, steer, tollie, calf, sheep, lamb, goat, pig, horse, donkey, game or other quadruped intended for human consumption and includes poultry;
- (16) "manager" means an employee who is charged by his employer with the overall—  
 (a) supervision over,  
 (b) responsibility for, and  
 (c) direction of,  
 the activities of an establishment and the employees engaged therein;
- (17) "meat" means meat intended for human consumption and includes game, horse meat, donkey meat, rabbit meat and poultry;
- (18) "meat trade" means—  
 (a) the slaughtering of livestock;  
 (b) the handling, preparation, preservation, sale or distribution of meat by all undertakings in respect of which is required a wholesale or retail butcher's licence in terms of Item 7 of Part I of the Second Schedule to the Licences Consolidation Act, 1925, and includes all operations incidental to such undertaking or the slaughtering of livestock or consequent thereon;
- (19) "military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
- (7) "afleweringsbediende" 'n werknemer wat goedere op 'n ander wyse aflewer as deur die gebruik van 'n motorvoertuig en van wie ook vereis word om bestellings van klante in te samel of dit aan te teken en wat kontant kan ontvang in die geval van K.B.A.-verkope;
- (8) "noodwerk" enige werk wat vir onvoorsiene oorsake soos brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van installasie of masjienerie sonder versuim verrig moet word, en omvat werk in verband met die laai en aftaal van trokke of voertuie van die Suid-Afrikaanse Spoerweë en Hawens;
- (9) "bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers in enige afdeling van die Vleisbedryf in diens is;
- (10) "ondervinding" die totale tydperk of tydperke diens (het-sy binne die Unie van Suid-Afrika of elders) wat 'n werknemer gehad het in die werk wat hy verrig—  
 (a) in enige bedryf, as hy as klerk in diens is,  
 (b) in die Vleisbedryf, as hy in enige ander hoedanigheid in diens is;
- (11) "eerste blokman" 'n gekwalificeerde blokman in beheer van 'n inrigting waarin minstens een ander blokman in diens is, en waar daar slegs een blokman in diens is, word sodanige blokman geag 'n eerste blokman te wees;
- (12) "voormanslagman" 'n slagman wat algemene beheer uitoeft oor slagwerksamhede in 'n bedryfsinrigting of gedeelte daarvan waarin minstens een ander slagman in diens is;
- (13) "arbeider" 'n werknemer wat een of meer van die volgende werksamhede verrig:—  
 (a) Persele, voertuie, gerei, werktuie, gereedskap of masjienerie skoonmaak;  
 (b) lewende hawe voer en water gee of hulle oppas of aanjaag;  
 (c) lewende diere skoonmaak of karkasse was;  
 (d) diere in- of uitspan;  
 (e) vleis, gerei, materiale, huide of velle dra, toedraai of opmekaa stapel of vleis, huide of velle sout;  
 (f) goedere, vleis of lewende hawe op- of aftaal;  
 (g) vure opmaak of in stand hou of afval of as verwyder;  
 (h) koekamerdeure oop- of toemaak;  
 (i) karkasse oplig of dra op 'n ander manier as deur middel van masjienaangedreve toestelle;  
 (j) goedere, brieve of boodskappe aflewer anders as deur middel van 'n motorvoertuig te dryf;  
 (k) afval, huide of velle skoonmaak of sorteer;  
 (l) pluimvee slag, pluk of skoonmaak of vis skoonmaak;  
 (m) vleis vir maal stukkend sny, vleis van bene afsny, vleismeule voer of leegmaak of worsomhulsels oopvou;  
 (n) wors of polonie toebind, sopvleis in stukke saag, bene stukkend kap, vet in stukke sny of smelt of vet met masjiene maal;  
 (o) herhaalde weeg volgens 'n vooraf bepaalde gewig;  
 (p) die horings van karkasse verwyder;  
 (q) uniforms, oorpakke of ander beskermende klere was;
- (14) "wet" ook die gemene reg;
- (15) "lewende hawe" enige bul, jong bul, koei, vers, os, tollie, kalf, skaap, lam, bok, vark, perd, donkie, wildsbok of ander viervoetige dier bedoel vir menslike verbruik, en omvat pluimvee;
- (16) "bestuurder" 'n werknemer aan wie die volgende pligte deur sy werkgever opgedra is:—  
 (a) Toesig oor;  
 (b) verantwoordelikheid vir; en  
 (c) bestuur van—  
 die werksamhede in 'n inrigting en die werknemers wat dit verrig;
- (17) "vleis" vleis wat vir menslike verbruik bedoel is en omvat wilds-, perde-, donkie- en konynvleis asook pluimvee;
- (18) "vleisbedryf" beteken—  
 (a) die slag van lewende hawe;  
 (b) die hantering, voorbereiding, preservering, verkoop of verspreiding van vleis deur alle ondernemings ten opsigte waarvan 'n groot- of kleinhandelsslagerslisensie ingevolge item 7 van Deel I van die Tweede Bylae van die Licenties Konsolidatie wet, 1925, vereis word,  
 en omvat alle handelinge wat met so 'n onderneming of met die slag van lewende hawe saamgaan of daaruit voortvloe;
- (19) "militerêre opleiding" die ononderbroke opleiding wat 'n werknemer verplig is om te ondergaan ingevolge artikel één-en-twintig (1), gelees met subartikel (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat nie enige opleiding wat hy mag verkieks om te ondergaan kragtens artikel drie-en-twintig van genoemde Wet nie of enige ander opleiding of diens wat hy uit vrye wil meemaak of wat hy self verkieks om mee te maak nie;

- (20) "motor vehicle" means a mechanically propelled vehicle used for conveying goods, including livestock, and includes a mechanical horse and a tractor;
- (21) "motor vehicle driver" or "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition "driving a motor vehicle" is deemed to include 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 on duty in readiness to drive;
- (22) "part-time motor vehicle driver" or "part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the part-time driver, while in charge of the vehicle, on work connected with the vehicle or its load;
- (23) "part-time employee" means a clerk or saleswoman who is employed as such by the week for not more than twenty-four ordinary hours of work in any week;
- (24) "piece-work" means any system under which an employee's remuneration is based on the quantity or output of work done;
- (25) "qualified employee" means an employee whose experience entitles him to the wage prescribed in clause 3 for a qualified employee in his occupation;
- (26) "retail butcher's shop" means any premises or portion thereof in or upon which any person carries on the business of selling meat in retail quantities and in respect of which he is required to hold a retail butcher's licence in terms of Item 7 of Part I of the Second Schedule to the Licences Consolidation Act, 1925;
- (27) "saleswoman" means a female employee who, in a retail butcher's shop, is engaged in serving customers or wrapping or parcelling orders and who may for these purposes weigh meat, slice or cut processed meat, or, by cutting or otherwise, divide meat previously cut up by a blockman for sale by retail;
- (28) "senior managerial, professional or administrative personnel" means employees who are charged by the employer with the performance of work entailing responsibility for taking decisions of an administrative or professional character in the conduct of the activities of the establishment;
- (29) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of supplies, a general breakdown of machinery or plant or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen circumstance;
- (30) "slaughterman" means an employee (other than a cutter) who is engaged in killing or bleeding livestock or flaying or dressing carcases, and who may supervise a group of slaughterman's assistants;
- (31) "slaughterman's assistant" means an employee who under the supervision of a slaughterman is engaged in flaying or dressing carcases and in operations incidental thereto;
- (32) "storeman" means an employee who is in charge of stores, receives goods into and despatches goods from a warehouse, store or cold storage and who maintains the necessary records;
- (33) "sub-manager" means an employee who is charged by his employer with—  
 (a) the supervision over, and  
 (b) the responsibility for the direction of,  
 the activities of a department or division or section of an establishment and the employees engaged therein;
- (34) "unladen weight" means the weight of any motor vehicle as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor vehicle (other than a mechanical horse) the unladen weight shall be deemed not to exceed 1,000 lb.;
- (35) "wage" means the amount of money payable to an employee in terms of clause 3 in respect of his ordinary hours of work as prescribed in clause 5: Provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3, it means such higher amount;
- (36) "watchman" means an employee engaged in guarding premises or other property.
- (2) For the purpose of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly employed.
- (20) "motorvoertuig" 'n masjienaangedrewe voertuig wat gebruik word om goedere, met inbegrip van lewende hawe, te vervoer, en omvat 'n voorhaker en 'n trekker;
- (21) "motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordomskrywing word daar geag dat, "n motorvoertuig dryf" alle tydperke wanneer daar gedryf word, insluit, in alle tyd wat die drywer aan werk in verband met die voertuig of die vrag bestee, en alle tydperke waartydens hy verplig is om op diens te bly sodat hy gereed kan wees om te dryf;
- (22) "deeltydse motorvoertuigdrywer" 'n werknemer wat gewoonlik ander pligte vervul as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en vir die toepassing van hierdie woordomskrywing omvat die uitdrukking "n motorvoertuig dryf" al die tydperke waarin daar gedryf word en alle tyd wat die deeltydse drywer bestee terwyl hy in beheer is van die voertuig aan werk in verband met die voertuig of sy vrag;
- (23) "deeltydse werknemer" 'n klerk of verkoopsdame wat as sodanig weekliks vir hoogstens vier-en-twintig gewone werkure in 'n week in diens geneem word.
- (24) "stukwerk" enige stelsel waarkragtens 'n werknemer se besoldiging gebaseer is op die hoeveelheid of oplegtings van gedane werk;
- (25) "gekwalifiseerde werknemer" 'n werknemer wie se ondervinding hom geregtig maak op die loon in klousule 3 vir 'n gekwalifiseerde werknemer in sy werk voorgeskryf;
- (26) "kleinhandelslagterswinkel" enige perseel of gedeelte daarvan waarin of waarop enige persoon besigheid dryf in die verkoop van vleis in kleinhandelshoeveelhede en ten opsigte waarvan hy ingevolge item 7 van deel I van die Tweede Bylae van die Licenties Konsolidasie Wet, 1925, verplig word om 'n kleinhandelslagterslisensie te besit;
- (27) "verkoopsdame" 'n vroulike werknemer wat in 'n kleinhandelslagterswinkel klante bedien of bestellings toedraai of in pakkies opmaak en wat vir hierdie doeleindes vleis kan afweeg, verwerkte vleis in skyfies of stukke kan sny, of vleis wat vooraf deur 'n blokman vir verkoop in die kleinhandel opgesny is, met 'n mes of hoe oekal verder mag verdeel;
- (28) "senior bestuurs-, professionele of administratiewe personeel" werknemers wat van die werkgewer opdrag ontvang i.v.m. die uitvoer van werk waar verantwoordelikheid aanvaar moet word vir die neem van besluite van 'n administratiewe of professionele aard in die uitvoer van die werksaamhede van die bedryfsinrigting;
- (29) "korttyd" 'n tydelike vermindering in die getal gewone werkure weens bedryfslapte, tekort aan voorrade, 'n algemene onklaarraking van masjinerie of installasie of 'n onklaarraking of drygende onklaarraking van geboue veroorsaak deur 'n ongeluk of ander onvoorsienige noodgeval;
- (30) "slagman" 'n werknemer (uitgesonderd 'n keelaftsnijer), wat lewende hawe slag of bloedlaat of karkasse afslag of skoonmaak, en wat toesig kan hou oor 'n groep slagsmansassistent;
- (31) "slagsmansassistent" 'n werknemer wat onder die toesig van 'n slagman karkasse afslag of skoonmaak of wat werkzaamhede in verband daarvande verrig;
- (32) "stoorman" 'n werknemer wat in beheer is van voorrade, wat goedere in 'n stoer, pakhuis of koelkamer ontvang en ook daarvandaan uitstuur, en wat die nodige aantekeningehou;
- (33) "onderbestuurder" 'n werknemer aan wie die volgende pligte deur sy werkgewer opgedra is:—  
 (a) Die toesig oor; en  
 (b) die verantwoordelikheid vir die bestuur van—  
 die werksaamhede van 'n departement of afdeling van 'n inrigting en die werknemers wat dit verrig;
- (34) "leëgewig" die gewig van enige motorvoertuig soos uitgedruk in 'n lisensie of sertifikaat ten opsigte van sodanige voertuig of sleepwa, uitgereik deur enige owerheid by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat in die geval van 'n motorvoertuig met twee of drie wiele (uitgesonderd 'n meganiese perd) daar geag word dat die leëgewig nie een duisend lb. te boven gaan nie;
- (35) "loon" die bedrag geld aan 'n werknemer betaalbaar ingevolge klousule 3 ten opsigte van sy gewone werkure soos voorgeskryf in Klousule 5 of, waar 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as die in Klousule 3 voorgeskryf, dit sodanige hoër bedrag beteken;
- (36) "wag" 'n werknemer wat persele of ander eiendomme bewaak.
- (2) Vir die toepassing van hierdie Vasselling word daar geag dat 'n werknemer in dié klas val waarin hy uitsluitlik of hoofsaaklik in diens is.

## 3. WAGES.

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

	Per Week. £ s. d.
First blockman .....	9 0 0

## Blockman:

## Unqualified:

during first year of experience .....	3 0 0
during second year of experience .....	3 10 0
during third year of experience .....	4 5 0
during fourth year of experience .....	5 0 0
during fifth year of experience .....	6 10 0

Thereafter as a qualified employee .....	8 0 0
Blockman's assistant .....	2 2 6
Foreman slaughterman .....	8 10 0

## Slaughterman:

## Unqualified:

during first year of experience .....	3 0 0
during second year of experience .....	4 0 0
during third year of experience .....	5 0 0
Thereafter as a qualified employee .....	6 10 0

Slaughterman's assistant—	
during first six months of experience .....	1 17 6
during second six months of experience .....	2 2 6
Thereafter .....	2 10 0
Cutter .....	2 0 0

the unladen weight of which—	
(i) does not exceed 1,000 lb. ....	2 10 0
(ii) exceeds 1,000 lb. but not 6,000 lb. ....	3 17 6
(iii) exceeds 6,000 lb. ....	4 17 6
Part-time driver of a motor vehicle .....	2 10 0

Clerk, female, or saleswoman:	
Unqualified:	
during first year of experience .....	3 0 0
during second year of experience .....	3 10 5
during third year of experience .....	4 0 7
during fourth year of experience .....	4 11 2
Thereafter as a qualified employee .....	5 1 6

Clerk, male:	
Unqualified:	
during first year of experience .....	3 4 7
during second year of experience .....	3 18 6
during third year of experience .....	4 12 4
during fourth year of experience .....	5 6 2
during fifth year of experience .....	6 0 0
Thereafter as a qualified employee .....	6 18 6
Delivery employee .....	2 0 0
Labourer, male, 18 years of age and over .....	1 15 0
Labourer, male, under 18 years of age .....	1 6 3
Labourer, female .....	1 8 0
Watchman .....	1 17 6
Employees not elsewhere in this clause specifically mentioned .....	2 0 0

(2) *Part-time Employees.*—A part-time employee shall be paid not less than three-fifths of the wage prescribed for a clerk of the same sex and experience or a saleswoman with the same experience.

(3) *Casual Employee.*—(a) A casual employee engaged in any occupation, other than that of blockman, shall for every day or part of a day of employment be paid not less than one-fifth of the weekly wage prescribed for an employee (or, in the case of a rising scale, one-fifth of the weekly wage prescribed for a qualified employee) of the same sex who performs the same class of work as the casual employee is required to do: Provided that where a casual employee works for a period of not more than four consecutive hours on any day, his prescribed wage may be reduced by fifty per cent.

(b) A casual employee engaged in the occupation of a blockman shall for each day or part of a day of employment be paid a wage not lower than—

	£ s. d.
(i) if employed on a Saturday .....	1 15 0
(ii) if employed on any other weekday .....	1 7 6

(4) *Basis of Contract.*—For the purpose of this clause the basis of contract of an employee, other than a casual employee, shall be weekly and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than his full weekly wage whether he has in that week worked the maximum number of ordinary hours applicable to him in terms of clause 5 or less.

## 3. LONE.

(1) Die minimum loon wat 'n werkewer aan elke lid van ondergenoemde klasse van sy werkemers moet betaal, is soos volg:—

	Per Week. £ s. d.
Eerste blokman .....	9 0 0

## Blokman:

## Ongekwalificeerd—

gedurende eerste jaar ondervinding .....	3 0 0
Gedurende tweede jaar ondervinding .....	3 10 0
gedurende derde jaar ondervinding .....	4 5 0
gedurende vierde jaar ondervinding .....	5 0 0
gedurende vyfde jaar ondervinding .....	6 10 0

Daarna as 'n gekwalificeerde werkemmer .....	8 0 0
Blokmansassistent .....	2 2 6
Voormanslagman .....	8 10 0

## Slagman:

## Ongekwalificeerd—

gedurende eerste jaar ondervinding .....	3 0 0
gedurende tweede jaar ondervinding .....	4 0 0
gedurende derde jaar ondervinding .....	5 0 0
Daarna as 'n gekwalificeerde werkemmer .....	6 10 0

## Slagmansassistent—

gedurende eerste ses maande ondervinding .....	1 17 6
gedurende tweede ses maande ondervinding .....	2 2 6
Daarna .....	2 10 0
Keelafsnyer .....	2 0 0

## Drywer van 'n voertuig waarvan die leegewig—

(i) nie 1,000 lb. te bowe gaan nie .....	2 10 0
(ii) 1,000 lb. maar nie 6,000 lb. te bowe gaan nie .....	3 17 6
(iii) 6,000 lb. te bowe gaan .....	4 17 6
Deeltydse motorvoertuigdrywer .....	2 10 0

## Klerk, vroulik, of verkoopsdame:

## Ongekwalificeerd—

gedurende eerste jaar ondervinding .....	3 0 0
gedurende tweede jaar ondervinding .....	3 10 5
gedurende derde jaar ondervinding .....	4 0 7
gedurende vierde jaar ondervinding .....	4 11 2
Daarna as 'n gekwalificeerde werkemmer .....	5 1 6

## Klerk, manlik:

## Ongekwalificeerd—

gedurende eerste jaar ondervinding .....	3 4 7
gedurende tweede jaar ondervinding .....	3 18 6
gedurende derde jaar ondervinding .....	4 12 4
gedurende vierde jaar ondervinding .....	5 6 2
gedurende vyfde jaar ondervinding .....	6 0 0
Daarna as 'n gekwalificeerde werkemmer .....	6 18 6

  

Afleweringsbediende .....	2 0 0
Arbeider, manlik, 18 jaar en ouer .....	1 15 0
Arbeider, manlik, onder 18 jaar .....	1 6 3
Arbeider, vroulik .....	1 8 0
Wag .....	1 17 6

  

Werkemers wat nie elders in hierdie klousule spesifiek genoem is nie .....	2 0 0
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(2) *Deeltydse werkemers.*—'n Deeltydse werkemmer moet minstens drie-vyfdes van die loon voorgeskryf vir 'n klerk van die selfde geslag en ondervinding of 'n verkoopsdame met dieselfde ondervinding ontvang.

(3) *Los werkemers.*—(a) 'n Los werkemmer in enige werk, uitgesonderd dié van 'n blokman, moet vir elke dag of gedeelte van 'n dag diens minstens een-vyfde van die weekloon ontvang wat voorgeskryf is vir 'n werkemmer (of in die geval van 'n stygende skaal, een-vyfde van die weekloon vir 'n gekwalificeerde werkemmer voorgeskryf) van dieselfde geslag ontvang wat dieselfde klas werk verrig as wat van die los werkemmer vereis word om te doen: Met dien verstande dat waar 'n los werkemmer vir 'n tydperk van hoogstens 4 agtereenvolgende uur op 'n dag werk, sy voorgeskrewe loon met 50 persent verminder kan word.

(b) 'n Los werkemmer wat die werk van 'n blokman verrig, moet vir elke dag of gedeelte van 'n dag diens minstens die volgende ontvang:—

	£ s. d.
(i) Indien hy Saterdag werk .....	1 15 0
(ii) Indien hy op enige ander weekdag werk .....	1 7 6

(4) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werkemmer, uitgesonderd 'n los werkemmer, weekliks en, behoudens soos in klousule 4 (6) bepaal, moet 'n werkemmer ten opsigte van 'n week minstens sy volle weekloon ontvang, of hy in die week die maksimum getal gewone werkure van toepassing op hom ingevolge klousule 5, gewerk het of minder.

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

- (a) a wage higher than that of his own class, or
  - (b) a rising scale of wages terminating in a wage higher than that of his own class,
- is prescribed in sub-clause (1), shall pay to such employee in respect of that day—
- (i) in the case mentioned in (a), not less than the daily wage calculated on the higher weekly rate, and
  - (ii) in the case mentioned in (b), not less than the daily wage calculated on the notch in the rising scale next above the employee's ordinary wage:

Provided that—

- (i) this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- (ii) unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to do work of another class, for which the prescribed wage is the same as or lower than that prescribed for such employee;
- (iii) for the purpose of this sub-clause the expression "rising scale", when it relates to any class of employee for which increments are prescribed on the basis of length of experience, shall be deemed to include, and terminate with, the wage prescribed for a qualified employee of that class.

(6) *Calculation of Wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

- (i) five, in the case of an employee who works a five-day week;
- (ii) six, in the case of an employee who works a six-day week;
- (iii) the number of his normal working days per week, in the case of a part-time employee.

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

(c) The weekly wage of a monthly paid employee shall be his monthly wage divided by four and a third.

#### 4. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to a trade union;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer is by any law or order of a competent court required or permitted to make;

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

- (a) 'n hoër loon as dié van sy eie klas, of
- (b) 'n stygende loonskala wat eindig op 'n loon wat hoër is as die van sy eie klas,

voorgeskryf is in subklousule (1), moet aan sodanige werknemer ten opsigte van die dag minstens die volgende betaal:—

- (i) In die geval in (a) vermeld, minstens die dagloon bereken op die hoër weekskaal, en
- (ii) in die geval in (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal wat volg op die werkernemer se gewone loon:

Met dien verstande dat—

- (i) hierdie subklousule nie van toepassing is waar die verskil tussen klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag gebaseer is nie;
- (ii) tensy uitdruklik anders bepaal in 'n skrifteke kontrak tussen die werkewer en sy werknemer, niks in hierdie Vasselling so vertole moet word dat dit 'n werkewer verhinder om 'n werknemer te verplig om werk van 'n ander klas te verrig, waarvor die voorgeskrewe loon dieselfde is as dié wat vir sodanige werknemer voorgeskryf is; of laer;
- (iii) die uitdrukking „stygende skaal” vir die toepassing van hierdie subklousule, wanneer dit betrekking het op enige klas werknemer waaroor verhogings voorgeskryf is op die basis van hoeveelheid ondervinding, geag word op die voorgeskrewe loon vir 'n gekwalfiseerde werknemer van dié klas te omvat en daarop te eindig.

(6) *Berekening van lone.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon verdeel deur—

- (i) vyf, in die geval van 'n werknemer wat 'n vyfdaagweek werk;
- (ii) ses, in die geval van 'n werknemer wat 'n sesdagweek werk;
- (iii) die getal gewone werkdae per week vir hom, in die geval van 'n deeltyds werknemer;

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

(c) Die weekloon van 'n maandelikse betaalde werknemer is sy maandloon gedeel deur vier en 'n derde.

#### 4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens soos in klousule 6 bepaal, moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werkewer en sy werknemer daartoe ooreengekome het, maandeliks in kontant of per tsek betaal word gedurende die werkure of binne vyftien minute nadat werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir sodanige werkewer, of by diensbeëindiging as dit plaasvind voor die gewone betaaldag, en dit moet ingesluit wees in 'n koevert ofhouer waarop die volgende aangeteken moet wees of wat vergesel moet gaan van 'n opgawe wat die volgende aantoon: Die werkewer se naam, die werknemer se naam of nommer en sy werk, die getal gewone ure en oortydure gewerk, besonderhede van enige aftrekings wat gemaak is, die besoldiging verskuldig en die tydperk waaroor die betaling gemaak word; en sodanige koevert ofhouer of sodanige opgawe word die eiendom van die werknemer.

(2) *Los werknemers.*—'n Werkewer moet die besoldiging verskuldig aan 'n los werknemer in kontant betaal by sy diensbeëindiging.

(3) *Premies.*—Geen betaling mag aan 'n werkewer gedoen word en nog minder mag hy dit aanneem nie, hetso regstreeks of onregstreeks, ten opsigte van die indiensneming of opleiding van werknemers.

(4) *Aankoop van goedere.*—'n Werkewer mag sy werknemer nie verplig om enige goedere van hom of van enige winkel of persoon wat hy aanwys, te koop nie.

(5) *Kos en inwonings.*—Behoudens soos bepaal in die Natuurlike (Stadsgebiede) Konsolidasiewet 1945, mag 'n werkewer sy werknemer nie verplig om by hom of by enige ander persoon deur hom aangewys, te eet of in te woon of te eet en in te woon nie.

(6) *Aftrekings.*—'n Werkewer mag geen boetes teen sy werkewer hef nie of enige aftrekings van sy werknemer se besoldiging maak nie, behalwe die volgende:—

- (a) Met die skrifteke toestemming van sy werknemer, 'n aftrekking vir vakansie-, siektebystands-, versekerings-, besparings-, voorsorgs-, of pensioenfondse, of bydraes aan 'n vakvereniging;
- (b) behalwe waar anders in hierdie Vasselling bepaal, wanneer 'n werknemer van sy werk afwesig is anders as op die opdrag of by versoek van sy werkewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid en bereken op die basis van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan;
- (c) 'n aftrekking van enige bedrag wat 'n werkewer by enige wet of bevel van 'n bevoegde hof verplig of toegelaat is om te doen;

(d) whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

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

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

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

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

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee, shall not exceed—

(a) in the case of an establishment which observes a six-day week—

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

(b) in the case of an establishment which observes a five-day week—

- (i) forty-six in any week from Monday to Friday, inclusive, and
- (ii) subject to sub-paragraph (i) hereof, nine and a half hours on any day;

(c) in the case of a part-time employee—

- (i) twenty-four hours in any week, and
- (ii) subject to the provisions of sub-paragraph (i), eight hours on any day:

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

(2) The ordinary hours of work of a casual employee shall not on any day exceed nine.

(3) *Meal Intervals.*—(a) *Employees in Slaughtering.*—An employer shall grant to an employee engaged in an abattoir an interval of at least fifteen minutes not later than 8.30 a.m. to permit of such employee partaking of food, and such interval shall be deemed to be part of that employee's ordinary hours of work.

(b) *Other Employees.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which such employee shall not be required or permitted to do any work; and such interval shall be deemed not to be part of the ordinary hours of work or overtime:

Provided that—

- (i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (ii) if such interval be longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;

(d) wanneer 'n werkewer daartoe toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig is om kos en inwoning van sy werkewer aan te neem, 'n afrekking van hoogstens die bedrae hieronder gespesifieer:—

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

(e) met die skriftelike toestemming van die werknemer, 'n afrekking vir enige bedrag wat 'n werkewer betaal het aan enige munisipale raad of ander plaaslike bestuur ten opsigte van inwoningskoste in enige hostel, of die huur van enige huis deur sodanige werknemer bewoon in enige lokasie of dorpsgebied onder die beheer van sodanige raad of ander plaaslike bestuur;

(f) wanneer die gewone werkure voorgeskryf in klosule 5 verminder word weens korttyd, 'n afrekking van 1/46 van die werknemer se weekloon vir elke uur van sodanige vermindering: Met dien verstande dat sodanige afrekking nie van die werknemer se weekloon te bome sal gaan nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word, en voorts met dien verstande dat geen afrekking gemaak word nie—

(i) in die geval van korttyd wat ontstaan weens bedryfsplatte of tekort aan voorrade, tensy die werkewer voor of op die voorafgaande werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(ii) in die geval van korttryd weens 'n algemene onklaarraking van installasie of masjinerie, of 'n onklaarraking of drygende onklaarraking van geboue veroorsaak deur 'n ongeluk of ander onvoorsien noodgeval, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkewer sy werknemer op die voorafgaande werkdag kennis gegee het dat daar geen werk beskikbaar sal wees nie.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag nie die volgende oorskry nie—

(a) in die geval van 'n bedryfsinrigting wat 'n sesdagweek naam—

(i) ses-en-veertig in 'n week van Maandag tot en met Saterdag, en

(ii) behoudens subparagraaf (i) hiervan, agt uur op 'n dag: Met dien verstande dat as die ure op een dag nie ses oorskry nie, die ure op enige van die ander dae verleng kan word tot agt en 'n half, en voorts met dien verstande dat indien die werkure op enige van sodanige ander dae nie sewe te bome gaan nie, die werkure op een sodanige ander dag verleng kan word tot nege en 'n half;

(b) in die geval van 'n bedryfsinrigting wat 'n vyfdaagweek werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Vrydag, en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n half uur op 'n dag;

(c) in die geval van 'n deeltydse werknemer—

(i) vier-en-twintig uur in 'n week, en

(ii) behoudens die bepalings van subparagraaf (i), agt uur op 'n dag:

Met dien verstande dat waar 'n werknemer in 'n kleinhandel-slagterswinkel op enige dag verplig is om 'n klant te bedien na die voltooiing van sy gewone werkure, genoemde gewone werkure met hoogsens vyftien minute oorskry kan word, en sodanige verlenging sal geag word om nie deel uit te maak van die gewone werkure of oortyd nie.

(2) Die gewone werkure van 'n los werknemer mag op geen dag nege te bome gaan nie.

(3) *Etenspouses.*—(a) *Slagwerknelmers.*—'n Werkewer moet aan 'n werknemer wat by die slagpale werksaam is 'n pouse van minstens vyftien minute voor of op 8.30 v.m. toestaan om sodanige werknemer die geleentheid te gee om voedsel te nuttig, en daar moet geag word dat sodanige pouse deel uitmaak van die werknemer se gewone werkure.

(b) *Ander werknelmers.*—'n Werkewer mag 'n werknemer nie verplig of toelaat nie om vir langer as vyf uur ononderbroke sonder 'n etenspouse van minstens een uur te werk nie, en tydens hierdie pouse mag die werknemer nie verplig of toegelaat word om enige werk te verrig nie; en sodanige pouse sal beskou word dat dit nie deel uitmaak van die gewone werkure of oortyd nie:

Met dien verstande dat—

- (i) werktydperke onderbreek deur pouses van minder as 'n uur as aaneenlopend beskou word;
- (ii) as sodanige pouse langer as 'n uur is, enige tydperk boen behalwe een en 'n kwart uur as tyd gewerk beskou word;

(iii) a motor vehicle driver who during such interval does no work other than being or remaining in charge of the vehicle or its load shall be deemed for the purpose of this sub-clause not to have worked during such interval.

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

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

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

(7) *Limitation of Overtime.*—(a) An employer shall not require or permit an employee, engaged in the slaughtering section of the meat trade, to work overtime for more than ten hours in any week.

(b) An employer shall not require or permit any other employee to work overtime for more than—

(i) three hours on any day;

(ii) six hours in any week:

Provided that this paragraph shall not apply to the two days immediately preceding Good Friday nor to be period 23rd December to 31st December, inclusive.

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

(a) to perform any work—

(i) between 6 p.m. and 6 a.m., or

(ii) after 1 p.m. on more than five days in any week; or

(b) to work overtime—

(i) for more than two hours on any day, except that an employee who works a five-day week may work not more than four hours overtime on a Saturday;

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

(iii) on more than sixty days in any year;

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

(a) before midday given such employee notice thereof, or

(b) provided such employee with an adequate meal and in sufficient time to enable her to eat it before overtime is due to commence, or

(c) paid such employee not less than two shillings and sixpence in sufficient time to enable her to obtain and eat a meal before overtime is due to commence.

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

(a) in the case of an employee, other than a casual employee or a part-time employee, one and one-third times his weekly wage divided by 46 in respect of each hour or part of an hour in the aggregate of the overtime so worked on any days in any week;

(b) in the case of a part-time employee, one and one-third times his weekly wage divided by twenty-four in respect of each hour or part of an hour in the aggregate of overtime so worked on any days in any week;

(c) in the case of a casual employee, one and one-third times his daily wage divided by nine in respect of each hour or part of an hour so worked on any day.

(10) *Savings.*—(a) The provisions of this clause shall not apply to senior managerial, professional or administrative personnel, a manager or a sub-manager provided such employee is paid a regular wage at a rate of not less than £780 per annum.

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

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

(d) The provisions of sub-clause (7) shall not apply to an employee engaged in feeding, watering, herding or driving livestock or tending animals, or to an employee engaged in the delivery of goods to ships or hospitals, the military, naval or air forces, or for export.

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

#### 6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (3), an employer shall grant to his employee, other than a casual employee, in respect of each completed twelve months' employment with him fourteen consecutive calendar days' leave and shall pay such employee in respect of such leave an amount of not less than double the weekly wage to which he was entitled as from the first day of the leave: Provided that the weekly wage of an employee who is engaged on piece-work in terms of clause 9 (1) shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

(iii) daar geag word dat 'n motorvoertuigdrywer wat tydens sodanige pouse geen ander werk verrig as om in beheer van die voertuig of sy vrag te wees of te bly nie, vir die toepassing van hierdie subklousule nie gedurende sodanige pouse gewerk het nie.

(4) *Ruspouses.*—'n Werkewer moet aan elkeen van sy werkemers 'n ruspose van minstens tien minute toestaan soos ua as uitvoerbaar moontlik in die middel van ekeoggend- en naamdagwerktydperk, en tydens hierdie pouse mag die werkewer nie verplig of toelaat word om enige werk te verrig nie, en daar word geag dat sodanige pouse deel uitmaak van die gewone werk.

(5) *Werkure moet aaneenlopend wees.*—Behoudens soos bepaal in subklousule (3), is alle werkure op enige dag aaneenlopend.

(6) *Oortyd.*—Daar word geag dat alle tyd wat 'n werkewer langer as die getal ure in subklousules (1) en (2) gewerk het, oortyd is.

(7) *Beperking van oortyd.*—(a) 'n Werkewer mag 'n werkewer in diens in die slagafdeeling van die Vleisbedryf nie verplig of toelaat om oortyd vir langer as 10 uur in 'n week te werk nie.

(b) 'n Werkewer mag alle ander werkemers nie verplig of toelaat om oortyd vir langer as—

(i) drie uur op 'n dag te werk nie;

(ii) ses uur in 'n week te werk nie:

Met dien verstande dat hierdie paragraaf nie van toepassing is op die twee dae wat Goeie Vrydag onmiddellik voorafgaan nie of die tydperk 23 Desember tot en met 31 Desember nie.

(8) *Bykomende beperkings op gewone werkure en oortyd ten opsigte van vroulike werkemers.*—Ondanks enige andersluidende bepalings vervat in subklousules (1) en (7) hiervan, mag 'n werkewer 'n vroulike werkewer nie verplig—

(a) om enige werk te verrig—

(i) tussen 6 nm. en 6 vm., of

(ii) na 1 nm. op meer as vyf dae in 'n week nie; of

(b) om oortyd te werk—

(i) vir langer as twee uur op 'n dag nie, behalwe dat 'n werkewer wat 'n vyfdaagweek werk hoogstens vier uur oortyd op 'n Saterdag kan werk;

(ii) op meer as drie opeenvolgende dae in 'n week nie;

(iii) op meer as sestig dae in 'n jaar nie;

(iv) na voltooiing van haar gewone werkure, vir langer as een uur op 'n dag nie, tensy hy—

(a) sodanige werkewer voor die middag daaryan in kennis gestel word, of

(b) sodanige werkewer voorsien het van 'n geskikte maaltyd en met voldoende tyd tot haar beskikking om haar in staat te stel om dit te nuttig voor oortyd begin, of

(c) sodanige werkewer minstens 2s. 6d. betyds betaal om haar in staat te stel om 'n maaltyd te verkry en te nuttig voordat oortyd begin.

(9) *Betaling van oortyd.*—'n Werkewer moet sy werkewer wat oortyd werk teen 'n skaal van minstens die volgende betaal—

(a) in die geval van 'n werkewer, uitgesonderd 'n los werkewer of 'n deeltydse werkewer, een en 'n derde maal sy weekloon gedeel deur 46 ten opsigte van elke uur of deel van 'n uur oortyd wat altesam aldus gewerk is op enige weekdae;

(b) in die geval van 'n deeltydse werkewer, een en 'n derde maal sy weekloon gedeel deur vier-en-twintig ten opsigte van elke uur of deel van 'n uur oortyd wat altesam aldus gewerk is op enige weekdae;

(c) in die geval van 'n los werkewer, een en 'n derde maal sy dagloon gedeel deur nege ten opsigte van elke uur of deel van 'n uur aldus op enige dag gewerk;

(10) *Voorbeholdsbeplings.*—(a) Die beplings van hierdie klousule is nie van toepassing op senior bestuurs-, professionele of administratiewe personeel, 'n bestuurder of onderbestuurder nie, met dien verstande dat aan sodanige werkewer 'n vaste loon 'n skaal van minstens £780 per jaar betaal word.

(b) Die beplings van subklousules (3), (4), (5) en (7) is nie van toepassing op 'n werkewer wat noodwerk verrig nie.

(c) Die beplings van subklousule (4) is nie van toepassing op 'n motorvoertuigdrywer of 'n arbeider wat sodanige drywer op sy rondes vergesel nie.

(d) Die beplings van subklousule (7) is nie van toepassing op 'n werkewer wat voer en water aan lewende hawe gee nie of hulle oppas of aanjaag, of wat diere versorg nie, of op 'n werkewer wat goedere aan skepe of hospitale, die militêre, vloot- of lugmagte of vir uitvoer aflewer nie.

(11) Vir die toepassing van subklousules (9) en (10) word daar geag dat die uitdrukking „loon“ 'n werkewer se loon plus lewenskostetoelede beteken.

#### 6. JAARLIKSE VERLOE.

(1) Behoudens die beplings van subklousules (2) en (3) moet 'n werkewer aan sy werkewer, uitgesonderd 'n los werkewer ten opsigte van elke voltoode 12 maande diens by hom, yeertien opeenvolgende kalenderdae verlof toestaan, en moet aan sodanige werkewer ten opsigte van sodanige verlof 'n bedrag van minstens dubbel die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig was: Met dien verstande dat die weekloon van 'n werkewer wat stukwerk verrig ingevolge klousule 9 (1) bereken word op die basis uiteengesit in artikel 20 (5) van die wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- (i) if such leave has not been granted earlier, is shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7;
- (iii) if any public holidays falls within the period of such leave, another day shall for each such day be added to the said period as a further period of leave, and the employee shall in respect of each such day added be paid an amount equal to his daily wage;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at the latter's written request during the period of twelve months of employment to which the period of annual leave relates.

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

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

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

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

- (i) who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient; or
- (iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

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

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

(7) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of sub-clause (1) of clause 12, pays an employee in lieu of notice, and also any period or periods during which an employee is absent—

- (a) on leave in terms of sub-clause (1);
- (b) on sick leave in terms of clause 7;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training,

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

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

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

(2) Die verlof in subklousule (1) voorgeskryf, moet toegestaan word op 'n tydstip wat die werkewer moet vasstel: Met dien verstande dat—

- (i) as sodanige verlof nie eerder toegestaan is nie, dit behoudens soos bepaal in subklousule (3) so toegestaan word dat dit begin binne twee maande na die voltooiing van die twaalf maande diens waarop dit betrekking het;
- (ii) die tydperk van verlof nie saamval met siekterlof ooreenkomsdig klousule 7 toegestaan nie;
- (iii) indien enige openbare vakansiedag binne sodanige verloftydperk val, nog 'n dag bygetel word vir elke sodanige dag by genoemde tydperk as 'n verdere verloftydperk, en die werknemer ten opsigte van elke sodanige dag wat bygetel is 'n bedrag gelyk aan sy dagloon ontvang.
- (iv) 'n werkewer van sodanige verloftydperk enige dae geleenthedsverlof kan aftrek wat met volle betaling aan sy werknemer op laasgenoemde se skriftelike versoek toegestaan is gedurende die tydperk van twaalf maande diens waarop die verloftydperk betrekking het.

(3) Op die skriftelike versoek van 'n werknemer kan 'n werkewer toelaat dat die jaarlike verlof oor 'n tydperk van hoogstens 24 maande diens ooploop: Met dien verstande dat—

- (i) sodanige versoek nie later as twee maande na die verstryking van twaalf maande diens waarop dit betrekking het, deur die werknemer gerig word nie;
- (ii) die ontvangsdatum van sodanige versoek deur die werkewer daarop geëndosseer moet word en hy die versoek vir 'n tydperk van minstens drie jaar vanaf sodanige datum of die verstrykingadatum van die tydperk van twaalf maande diens waarop die verlof betrekking het, behou, na gelang van die jongste.

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

(5) 'n Werknemer wie se dienskontrak eindig tydens enige twaalf maande diens by dieselfde werkewer voor 'n verloftydperk voorgeskryf in subklousule (1) ten opsigte van die tydperk ooploop het, moet hy sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, van sy werkewer ten opsigte van elke voltooide maand van sodanige dienstydperk minstens een sesde van die weekloon ontvang wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkewer 'n eweredige aftrekking kan maak ten opsigte van enige verloftydperk aan 'n werknemer kragtens die vierde voorbehoudsbepaling van subklousule (2) toegestaan, en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder dat hy die kennismewings-tydperk in klousule 12 voorgeskryf, nagekom en gedien het, tensy die werkewer sodanige kennismewing ter syde gestel het; of
- (ii) wat sy diens verlaat sonder regsgeldige rede; of
- (iii) wat deur sy werkewer om regsgeldige rede sonder kennismewing ontslaan word,

nie geregtig is op enige betaling kragtens hierdie subklousule nie.

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

(7) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens“ enige tydperk omvat ten opsigte waarvan die werkewer 'n werknemer ingevolge subklousule (1) van klousule 12 in plaas van kennismewig, betaal, en ook enige tydperk of tydperke waartydens 'n werknemer afwesig is—

- (a) met verlof kragtens subklousule (1);
- (b) met siekterlof kragtens klousule 7;
- (c) op die bevel van of op versoek van sy werkewer;
- (d) terwyl hy enige militêre opleiding ondergaan,

wat altesaam in enige jaar hoogstens tien weke ten opsigte van items (a), (b) en (c) bedra, en daar word geag dat diens soos volg toegestaan—

- (i) in die geval van 'n werknemer wat voor die inwerkintreding van hierdie Vasstelling geregtig geword het op 'n verloftydperk ingevolge enige wet, op die datum waarop sodanige werknemer laaste op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Vasstelling van krag geword het en op wie enige wet wat vir jaarlike verlof voorsiening maak, van toepassing was maar wat nie op 'n verloftydperk daarkragtens geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van alle ander werknemers, op die datum waarop sodanige werknemer by sy werkewer in diens getree het of die datum waarop hierdie Vasstelling van krag geword het, na gelang van die jongste.

(8) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „loon“ 'n werknemer se loon plus sy lewenskostetoeclaue beteken.

## 7. SICK LEAVE.

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

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

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

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months' employment, except that during the first twenty-four months of the payment of contributions by the employee, the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) that if, in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;
- (v) that the wage payable to an employee who is employed on piece-work, for any period of absence on sick leave in terms of this clause, shall be calculated on the basis of the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) An employer may, as a condition precedent to the payment by him of any amount which under this clause an employee claims in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that, when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate, irrespective of the duration of such absence.

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

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

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

## 7. SIEKTEVERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkewer aan sy werknemer, uitgesondert 'n los werknemer, wat van sy werk afwesig is weens ongeskiktheid, siekteverlof soos volg toegestaan:

- (a) in die geval van 'n werknemer wat 'n vyfdaagweek werk, altesam minstens twintig werkdae;
  - (b) in die geval van alle ander werknemers, altesam minstens vier-en-twintig werkdae
- siekteverlof gedurende elke kringloop van vier-en-twintig agtereenvolgende maande diens by hom, en hy moet aan sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk sou gewerk het: Met dien verstande—
- (i) dat 'n werknemer in die eerste vier-en-twintig agtereenvolgende maande diens nie geregtig is op siekteverlof met volle betaling teen 'n skaal van meer as, in die geval van 'n werknemer wat 'n vyfdaagweek werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van al die ander werknemers, een werkdag ten opsigte van elke voltooide maand diens nie;
  - (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkewer bydraas maak wat minstens gelyk is aan dié deur die werknemer gemaak, aan enige fonds of organisasie deur die werknemer aangewys, naamlik dié fonds of organisasie wat aan die werknemer in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die betaling waarborg van altesam minstens die ekwivalent van sy loon vir twintig of vier-en-twintig werkdae, na gelang van die geval, in elke kringloop van vier-en-twintig maande diens, behalwe dat die gewaarborgde skaal gedurende die eerste vier-en-twintig maande van die betaling van bydraes deur die werknemer, die ooplopbare skaal in die eerste voorbehoudbepaling van hierdie subklousule uiteengesit, nie te boven hoeft te gaan nie;
  - (iii) dat waar 'n werkewer by enige wet verplig is om geld vir hospitaal- of doktersbehandeling ten opsigte van 'n werknemer te betaal en hy dit wel doen, kan die bedrag aldus betaal, afgetrek word van die betaling verskuldig ten opsigte van afwesigheid weens ongeskiktheid kragtens hierdie klousule;
  - (iv) dat as 'n werkewer by enige ander wet verplig is om aan 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid deur hierdie klousule gedeck, die bepalinge van hierdie klousule nie van toepassing is nie;
  - (v) dat die loon betaalbaar aan die werknemer wat stukwerk verrig, vir enige tydperk van afwesigheid met siekteverlof kragtens hierdie klousule, bereken word op die basis van die besoldiging aan sodanige werknemer betaal op sy laaste betaaldag wat sodanige afwesigheid onmiddellik voorafgaan.

(2) 'n Werkewer kan, as 'n voorafgaande voorwaarde tot die betaling deur hom van enige bedrag wat 'n werknemer kragtens hierdie klousule ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae eis, van die werknemer vereis om 'n sertifikaat aan te bied wat deur 'n mediese praktyk onderteken is en die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van agt agtereenvolgende weke betaling ooreenkomsdig hierdie klousule geëis het by twee of meer geleenthede vir tydperke van drie agtereenvolgende kalenderdae of minder sonder om so 'n sertifikaat in te dien, sy werkewer gedurende die volgende agtereenvolgende agt weke, as 'n voorafgaande voorwaarde tot die betaling deur hom van enige bedrag deur sodanige werknemer kragtens hierdie klousule geëis, die werknemer verplig om so 'n sertifikaat aan te bied, ongeag die duur van sodanige afwesigheid.

(3) Waar 'n werknemer gedurende die eerste kringloop van 24 maande diens by dieselfde werkewer afwesig is weens ongeskiktheid vir 'n langer tydperk as enige siekteverlof wat ten tyde van sodanige afwesigheid opgeloop het, is hy slegs geregtig op betaling ten opsigte van sodanige siekteverlof wat aldus opgeloop het; maar sy werkewer moet, as hy dit nie alreeds gedaan nie, by die verstyrking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstyrking, hom ten opsigte van sodanige tydperk van afwesigheid weens ongeskiktheid betaal in dié mate waarop siekteverlof wat opgeloop het by sodanige verstyrking of beëindiging, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule—

- (a) word daar geag dat „loon“ 'n werknemer se loon plus sy lewenskostetoeleae beteken;
- (b) het „diens“ dieselfde betekenis as dié wat in subklousule (7) van klousule 6 daarvan verleen word: Met dien verstande dat enige dienstydperk wat 'n werknemer by dieselfde werkewer gehad het onmiddellik voor die inwerkingtreding van hierdie Vasstelling, vir die toepassing van hierdie klousule beskou word as diens kragtens hierdie Vasstelling, en enige siekteverlof met volle betaling wat aan sodanige werknemer gedurende sodanige tydperk toegestaan is, word beskou dat dit kragtens hierdie Vasstelling toegestaan is;

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

#### 8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays.*—An employee who is not required to work on a public holiday shall be paid by his employer not less than his daily wage in respect of such day.

(2) *Payment for Work on Public Holidays.*—Whenever an employer requires or permits an employee to work on any public holiday he shall, for work performed on that day, pay such employee his daily wage plus, for each hour or part of an hour so worked, a amount of not less than one forty-sixth of his weekly wage.

(3) *Payment for Work on Sundays.*—Whenever an employee works on a Sunday, his employer shall either—

- (i) pay him double his daily wage, or
- (ii) pay him one and one-third times his weekly wage, divided by forty-six for each hour or part of an hour worked on such day, and grant him within fourteen days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage.

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

(5) The provisions of this clause shall not apply to a manager or sub-manager or a member of the senior managerial, professional or administrative personnel: Provided such employee is paid a regular wage at a rate of not less than £780 per annum or to casual employee.

#### 9. PIECE-WORK.

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

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

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

(3) An employer who intends to cancel or in any way amend any piece-work system in operation, or the rates applicable thereto, shall give his employee employed on such system not less than one calendar month's notice of such intention: Provided that an employer and his employee may agree on a longer or shorter period of notice, in which case the employer shall give not less than the period of notice so agreed upon.

#### 10. PROPORTION OR RATIO.

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

(b) The number of unqualified blockmen employed by an employer shall not exceed half the total number of other blockmen employed save that in any establishment in which only one qualified blockman is employed, one unqualified blockman may be employed.

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

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

(4) For the purpose of this clause—

- (a) part-time employees shall be deemed not to be employees;

(c) beteken „ongeskiktheid” die onvermoë om te werk weens enige siekte of besering (uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is): Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk en ten opsigte waarvan vergoeding betaalbaar is kragtens die Ongevallewet, 1941, beskou word as ongeskiktheid slegs ten opsigte van enige tydperk van onvermoë om te werk waaroor geen ongeskiktheidsbetaaling betaalbaar is ingevolge dié Wet nie.

#### 8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae.*—'n Werkewer moet sy werknemer wat nie verplig is om op 'n openbare vakansiedag te werk nie minstens sy dagloon ten opsigte van sodanige dag betaal.

(2) *Betaling vir werk op 'n openbare vakansiedag.*—Wanneer 'n werkewer sy werknemer verplig of toelaat om op enige openbare vakansiedag te werk, moet sy werkewer hom ten opsigte van elke sodanige dag minstens sy dagloon betaal, plus een ses-en-veertigste van sy weekloon vir elke uur of gedeelte van 'n uur op sodanige dag gewerk.

(3) *Betaling vir werk op Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkewer—

- (i) hom of dubbel sy dagloon; of
- (ii) een en een-derde maal sy weekloon gedeel deur ses-en-veertig betaal vir elke uur of gedeelte van 'n uur op sodanige dag gewerk, en hom binne veertien dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal.

(4) Vir die toepassing van hierdie klousule word daar geag dat die woord „loon” 'n werknemer se loon plus lewenskoste-toelae beteken.

(5) Die bepalings van hierdie klousule is nie van toepassing op 'n bestuurder, 'n onderbestuurder of 'n lid van die senior bestuurs-, professionele of administratiewe personeel nie: Met dien verstande dat aan so 'n persoon 'n vaste loon teen 'n skaal van minstens £780 per jaar betaal word, en ook nie op 'n los werknemer nie.

#### 9. STUKWERK.

(1) 'n Werkewer kan, na ten minste een week kennisgewing aan sy werknemer, enige stukwerkstelsel toepas en, behoudens soos bepaal in klousule 4 (6), moet die werkewer aan sodanige werknemer wat vir enige tydperk op dié werkstelsel in diens is, besoldiging betaal teen die loonskale wat kragtens sodanige stelsel van toepassing is: Met dien verstande dat, afgesien van die hoeveelheid of omvang van die werk wat gedoen is, die werkewer aan sodanige werknemer minstens die volgende moet betaal, plus vyf persent:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die bedrag wat hy verplig sou wees om vir dié week aan sodanige werknemer te betaal as hy besoldig sou word op die basis van tyd wat gewerk is;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die bedrag wat hy verplig sou wees om aan sodanige werknemer vir dié dag te betaal as hy besoldig sou word op die basis van tyd wat gewerk is.

(2) 'n Werkewer moet op 'n opvallende plek in sy bedryfsinrigting 'n bylae van die skale in subklousule (1) genoem, opeplak hou.

(3) 'n Werkewer wat van voorneme is om op enige wyse enige stukwerkstelsel wat in werking is of die skale wat daarkragtens van toepassing is, te kanselleer of te wysig, moet sy werknemer wat op sodanige stelsel werk minstens een kalendermaand kennis gee van sodanige voorneme: Met dien verstande dat 'n werkewer en sy werknemer op 'n langer of korter opseggingsydperk kan ooreenkomm, wanneer die werkewer minstens die opseggingsydperk waarop ooreengekom is, moet kennis gee.

#### 10. GETALLEVERHOUDING.

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

(b) Die getal ongekwalifiseerde blokmanne in diens by 'n werkewer mag nie die helfte van die totale getal ander blokmanne oorskry wat by hom in diens is nie, uitgesonderd dat daar in enige bedryfsinrigting waarin slegs een gekwalifiseerde blokman in diens is, een ongekwalifiseerde blokman in diens geneem mag word.

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

(3) *Verkoopsdames.*—'n Werkewer mag nie 'n ongekwalifiseerde verkoopsdame in diens neem nie tensy hy 'n gekwalifiseerde verkoopsdame in sy diens het, en vir elke sodanige gekwalifiseerde verkoopsdame in sy diens mag hy hoogstens een ongekwalifiseerde verkoopsdame in diens neem.

(4) Vir die toepassing van hierdie klousule kan daar geag word—

- (a) dat deeltydse werknemers nie werknemers is nie;

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

(5) Where an employer carries on business in more than one establishment, the provisions of this clause shall apply separately to each such establishment.

#### 11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

#### 12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

- (i) in the case of twenty-four hours' notice, the equivalent of the daily wage which the employee is receiving at the date of such termination;
- (ii) in the case of a week's notice the equivalent of the weekly wage which the employee is receiving at the date of such termination:

Provided that this shall not affect—

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

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

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

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

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

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

(b) dat 'n werkewer wat uitsluitlik of hoofsaaklik werk van enige besondere klas werknemer verrig, 'n gekwalificeerde werknemer van dié klas is; met dien verstande dat diezelfde werkewer nie ten opsigte van meer as een bedryfsinrigting as sodanig geag kan word nie;

(c) dat 'n ongekwalificeerde werknemer wat minstens die loon van 'n gekwalificeerde werknemer van sy klas ontvang, vir alle doeleindes 'n gekwalificeerde werknemer is;

(d) dat 'n gekwalificeerde vroulike werknemer wat minstens die loon ontvang wat vir 'n gekwalificeerde manlike werknemer voorgeskryf is, 'n gekwalificeerde manlike werknemer is: Met dien verstande dat 'n werknemer aldus as 'n gekwalfiseerde manlike werknemer geag nie terselfdertyd as 'n gekwalfiseerde vroulike werknemer beskou word nie.

(5) Waar 'n werkewer in meer as een bedryfsinrigting besigheld dryf, is die bepalings van hierdie klousule op elke sodanige bedryfsinrigting afsonderlik van toepassing.

#### 11. UNIFORMS, CORPACKE EN BESKERMENDE KLERE.

'n Werkewer moet enige uniform, oorpak of beskermende klere wat hy van sy werknemer mag vereis om te dra, of wat hy ingevolge enige wet of regulasie verplig is om aan sy werknemer te verskaf, kosteloos verskaf en in 'n goeie en skoon toestand hou, en sulke uniforms, oorpakke en beskermende klere bly die werkewer se eiendom.

#### 12. BEËINDIGING VAN DIENSKONTRAK.

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

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

(b) ná die eerste vier weke diens, minstens een week kennis gee, van sy voorname om die kontrak te beëindig, of 'n werkewer of 'n werknemer kan die kontrak sonder kennismenging beëindig deurdat die werkewer die werknemer in plaas van sodanige kennismenging minstens die volgende betaal, of die werknemer, in plaas van sodanige kennismenging minstens die volgende verbeur van aan die werkewer betaal, na gelang van die geval:—

(i) In die geval van vier-en-twintig uur kennismenging, 'n bedrag eweredig aan die dagloon wat die werknemer ontvang ten tyde van sodanige beëindiging;

(ii) in die geval van 'n week kennismenging 'n bedrag eweredig aan die weekloon wat die werknemer ontvang ten tyde van sodanige beëindiging:

Met dien verstande dat dit nie—

(i) op die werkewer of werknemer se reg om die dienskontrak sonder opseggig te beëindig weens enige oorsaak wat by wet as voldoende erken word;

(ii) op enige skriftelike ooreenkoms tussen 'n werkewer en sy werknemer wat vir 'n termyn van opseggig van gelyke duur vir albei partye en vir langer as wat in hierdie klousule voorgeskryf is;

(iii) die toepassing van enige verbeurings of boetes wat by wet toegepas kan word ingeval 'n werknemer dros, inbreuk maak nie:

Voorts met dien verstande dat waar die loon van 'n werknemer ten tyde van die beëindiging deur aftrekkings ten opsigte van korttyd verminder is, die uitdrukking „ontvang ten tyde van sodanige beëindiging“ geag word om „sou ontvang het ten tyde van sodanige beëindiging as daar geen aftrekkings ten opsigte van korttyd gemaak was nie“ te beteken.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoud by subklousule (1) gesluit is, is die betaling of verbeuring in plaas van opseggig in verhouding tot die termyn van opseggig waarop ooreengekom is.

(3) Die kennismenging in subklousule (1) voorgeskryf, moet voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer gegee word, en word van krag vanaf die dag na sodanige betaaldag: Met dien verstande—

(i) datanneer 'n werkewer en sy werknemer ooreengekom stig subklousule 4 (1) ooreengekom het dat besoldiging maandeliks betaal sal word, daar vir die toepassing van hierdie klousule beskou word dat die uitdrukking „die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer“ dié dag beteken waarop sodanige werknemer betaling sou ontvang het as daar geen sodanige ooreenkoms aangegaan is nie;

(ii) dat die opseggingsystydpers nie saamval met of dat diens nie opgeset word tydens 'n werknemer se afwesigheid met verlof kragtens klousule 6 toegestaan nie, of gedurende enige tydperk van militêre opleiding wat die werknemer ondergaan nie;

(iii) dat kennis nie gegee mag word gedurende 'n werknemer se afwesigheid weens sickteverlof toegestaan kragtens klousule 7 nie; en

(iv) dat waar dit verpligtend is om slegs vier-en-twintig uur kennis te gee, sodanige kennismenging op enige werkdag gegee mag word.

(4) Vir die toepassing van hierdie klousule moet daar geag word dat die uitdrukking „loon“ 'n werknemer se loon plus lewenskostetoeleae beteken.

## 13. PROHIBITION OF EMPLOYMENT.

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

## 14. CERTIFICATE OF SERVICE.

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

## 15. LOG-BOOK.

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

## Daily Log.

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

(Signature of Driver.)

Date..... 19.....

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

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

## SCHEDULE.

I/We (a)..... carrying on business in the Meat Trade at..... hereby certify that..... was employed by me/us (a) from the..... day of..... 19..... to the..... day of..... 19..... in the occupation of (b)..... At the termination of employment his/her (a) wage (excluding cost of living allowance) was..... pounds..... shillings..... pence per week/month (a).  
..... Signature of Employer or Authorised Representative.

Date.....

- (a) Delete whichever is inapplicable.
- (b) State occupation in which employee was wholly or mainly engaged, e.g., clerk, first blockman, foreman slaughterman.

No. 1615.]

[9 October 1959.

## FACTORIES, MACHINERY AND BUILDING WORK ACT 1941.

## MEAT TRADE.—DURBAN, PINETOWN, WEST-VILLE AND QUEENSBURGH.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Determination for the Meat Trade published under Government Notice No. 1614 of the 9th October, 1959, to be not less favourable to the persons whose hours of work are regulated thereby than the relevant provisions of the said Act.

J. DE KLERK,  
Minister of Labour.

## 13. VERBOD OP INDIENSNEMING.

'n Werkewer mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.

## 14. DIENSSERTIFIKAAT.

'n Werkewer moet by beëindiging van 'n dienskontrak, uitgesondert deur die dros van 'n werknemer, sy werknemer, uitgesondert 'n los werknemer, van 'n dienssertifikaat voorsien, wat wesenlik in die vorm is wat in die Bylae van hierdie Vasselling voorgeskryf is en die volle name van die werkewer en sy werknemer, die werk van die werknemer, die datum waarop werk begin is en die kontrak beëindig is en die besoldigingskaal ten tyde van sodanige beëindiging, aantoon.

## 15. LOGBOEK.

(1) 'n Werkewer moet sy motorvoertuigdrywer of sy deeltydse motorvoertuigdrywer voorsien van 'n logboek wat so na as moontlik aan die volgende vorm is:—

## Daaglike log.

Naam van werkewer.....	Naam van drywer.....
Datum.....	
Aanvangstyd van werk.....	vm./nm. tot.....vm./nm.
Tyd waarop werk gestaak is.....	vm./nm. tot.....vm./nm.
Getal ure gewerk.....	
Etenoure vanaf.....	vm./nm. tot.....vm./nm.
Besonderhede van enige ongeluk of vertraging.....	

(Handtekening van Drywer.)

Datum..... 19.....

(2) Elke motorvoertuigdrywer of 'n deeltydse motorvoertuigdrywer moet, wanneer hy voorsien word van 'n logboek in subklousule (1) genoem, genoemde daaglike log ten opsigte van elke dag se werk in duplo hou en moet binne vier-en-twintig uur na die voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan, aan sy werkewer besorg, en vir die toepassing van hierdie klousule beteken die woord „werk” met betrekking tot 'n deeltydse motorvoertuigdrywer slegs „'n motorvoertuig dryf” soos in die woordomskrywing vir hierdie klas werknemer omskryf.

(3) Elke werkewer moet die afskrif van die daaglike log wat ingevolge subklousule (2) aan hem besorg is, vir 'n tydperk van drie jaar na die tyd hou.

## BYLAE.

Ek/ons (a)..... wat die Vleisbedryf uitoefen te..... sertifiseer hierby dat..... by my/ons in diens was (a) vanaf die..... dag van..... 19..... tot die..... dag van..... 19....., in die werk van (b)..... By diensbeëindiging was sy/haar (a) loon (lewenskostetoeleae uitgesluit) ..... pond ..... sjellings ..... pennies per week/maand. (a)

Handtekening van werkewer of gemagtigde verteenwoordiger.

Datum.....

(a) Skrap wat nie van toepassing is nie.

(b) Noem die werk waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, eerste blokman, voorman-slagman.

No. 1615.]

[9 Oktober 1959.  
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

## VLEISBEDRYF.—DURBAN, PINETOWN, WEST-VILLE EN QUEENSBURGH.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Vasselling vir die Vleisbedryf, bekendgemaak by Goewermentskennisgewing No. 1614 van 9 Oktober 1959, nie vir die persone wie se werkure daarby gereel word, minder gunstig as die coreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,  
Minister van Arbeid.