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[No. 388.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1978.] [30 November 1962.]

NATIVE LABOUR (SETTLEMENT OF DISPUTES) ACT, 1953.

DAIRY TRADE, DURBAN AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, do hereby—

- (a) in terms of sub-section (6) of section *eleven* of the Native Labour (Settlement of Disputes) Act, 1953, determine that the order made by me in terms of sub-section (4) of section *eleven* in respect of the Dairy Trade, Durban and Pinetown, the provisions of which appear in the Schedule hereto, shall apply in the Magisterial Districts of Durban and Pinetown and shall be binding upon the persons affected thereby from the second Monday after the date of publication and for a period ending three years from the said second Monday; and
- (b) in terms of sub-section (1) of section *fourteen* of the said Act declare that from the second Monday after the date of publication and for a period ending three years from the said second Monday, all the provisions of the said order shall *mutatis mutandis* apply in respect of persons who are employees as defined in the Industrial Conciliation Act, 1956.

M. VILJOEN,
Deputy-Minister of Labour.

RECOMMENDATION BY THE WAGE BOARD IN TERMS OF THE NATIVE LABOUR (SETTLEMENT OF DISPUTES) ACT, 1953.

DAIRY TRADE, DURBAN AND PINETOWN.

Whereas the Honourable the Minister of Labour made a request to the Wage Board in terms of section *eleven* of the Native Labour (Settlement of Disputes) Act, 1953, to submit to him a recommendation, which request reads—

“to submit to him a recommendation as to the conditions in accordance with which a settlement should be effected of all matters which might form the subject of a dispute in the Dairy Trade in the Magisterial Districts of Durban and Pinetown, with reference to and in consequence of the expiration of the conditions of employment laid down in the Gentleman's Agreement entered into on 25th June, 1959, and which expires on the 30th June, 1962.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1978.] [30 November 1962.]

WET OP NATURELLE-ARBEID (BESLEGTING VAN GESKILLE), 1953.

MELKERYBEDRYF, DURBAN EN PINETOWN.

Ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, handelende namens die Minister van Arbeid—

- (a) bepaal hierby kragtens subartikel (6) van artikel *elf* van die Wet op Naturelle-arbeid (Beslegting van Geskille), 1953, dat die order wat ek kragtens subartikel (4) van artikel *elf*, ten opsigte van die Melkerybedryf, Durban en Pinetown uitgevaardig het, waarvan die bepalings in bygaande Bylae verskyn, in die landdrosdistrikte Durban en Pinetown van toepassing sal wees, en vanaf die tweede Maandag na die datum van publikasie en vir 'n tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die persone wat daardeur geraak word; en
- (b) verklaar hierby kragtens subartikel (1) van artikel *veertien* van genoemde Wet dat al die bepalings van genoemde order vanaf die tweede Maandag na die datum van publikasie en vir 'n tydperk wat drie jaar vanaf genoemde tweede Maandag eindig *mutatis mutandis* van toepassing is ten opsigte van persone wat werknemers is soos in die Wet op Nywerheidsversoening, 1956, omskryf.

M. VILJOEN,
Adjunk-minister van Arbeid.

AANBEVELING DEUR DIE LOONRAAD Kragtens die BEPALINGS VAN DIE WET OP NATURELLE-ARBEID (BESLEGTING VAN GESKILLE), 1953.

MELKERYBEDRYF, DURBAN EN PINETOWN.

Nademaal Sy Edele die Minister van Arbeid 'n versoek tot die Loonraad kragtens artikel *elf* van die Wet op Naturelle-arbeid (Beslegting van Geskille), 1953, gerig het om 'n aanbeveling aan hom voor te lê, naamlik die versoek wat soos volg lui:—

“... om aan hom 'n aanbeveling voor te lê insake die voorwaardes waarvolgens tot 'n skikking behoort geraak te word omtrent al die aangeleenthede wat die onderwerp van 'n geskil kan uitmaak in die Melkerybedryf in die landdrosdistrikte Durban en Pinetown met betrekking tot en as gevolg van die verstryking van die diensvoorwaardes vasgestel in die Ere-ooreenkoms aangegaan op 25 Junie 1959 en wat op 30 Junie 1962 verstryk.

For purposes of this request—

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

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

the Wage Board hereby makes the recommendation set out in the Schedule hereto.

SCHEDULE.

1. SCOPE AND AREA OF APPLICATION OF ORDER.

This Order shall apply in the Magisterial Districts of Durban and Pinetown to all employees in the Dairy Trade for whom wages are prescribed in clause 3 (1) and to the employers of such employees.

2. DEFINITIONS.

(1) Unless the context otherwise indicates, any expression which is used in this Order and which is defined in the Native Labour (Settlement of Disputes) Act, 1953, has the same meaning as in that Act and unless inconsistent with the context—

- "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;
- "casual employee" means an employee who is employed by the same employer on not more than three days in any week;
- "chargehand" means an employee who is engaged in supervising labourers or delivery employees and who may record data incidental to their work;
- "clerk" means an employee who is engaged in writing, typing, filing, operating a calculating or a punch card machine or in any other form of clerical work and includes a cashier and a telephone switchboard operator but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;
- "clerk, qualified," means a clerk who has had not less than four years' experience;
- "clerk, unqualified," means a clerk who has had less than four years' experience;
- "counterhand" means an employee who is engaged in attending to customers in an establishment and who may receive orders and be in charge of a milk sub-depot and the employees therein;
- "counterhand, qualified," means a counterhand who has had not less than four years' experience;
- "counterhand, unqualified," means a counterhand who has had less than four years' experience;
- "dairy produce" means, without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk, sour milk, eggs, honey, ice-cream and fruit juice;
- "Dairy Trade" means the trade in which employers and employees are associated for the purpose of selling and/or distributing whole milk and/or any or all of the articles included in the definition of dairy produce if sold or distributed in association with the sale and/or distribution of whole milk and includes all work incidental thereto if carried on by such employers and employees, but does not include the sale of surplus whole milk, buttermilk, skimmed milk or separated milk to milk distributors by factories at which milk products are manufactured and from which whole milk is not ordinarily sold; but does not include farming operations;
- "delivery employee" means an employee who is engaged outside an establishment in the delivery of dairy produce or messages on foot or by means of a bicycle, tricycle, hand-propelled vehicle, battery controlled vehicle or a mechanically propelled but pedestrian controlled "pram" or delivery vehicle and who may accept orders or cash in the case of cash on delivery orders and sell dairy produce to casual customers;

Vir die doel van hierdie versoek beteken—

'Melkerybedryf' die bedryf waarin werkgewers en werknemers geassosieer is vir die doel van die verkoop en/of distribusie van volmelk en/of enige of al die artikels wat binne die woord-oms krywing van melkeryprodukte val indien verkoop of gedistribueer, tesame met die verkoop en/of distribusie van volmelk, en omvat alle bykomende werk indien dit deur sodanige werkgewers en werknemers verrig word, met uitsluiting van die verkoop van oortollige volmelk, karringmelk, afgeroomde melk of afgeskeide melk aan melkdistribueerders deur fabriek wat melkprodukte vervaardig, maar wat gewoonlik nie volmelk verkoop nie; en 'melkeryproduk', sonder enige beperking van die gewone betekenis van die uitdrukking, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeide melk, plantjiemelk, suurmilk, eiers, heuning of roomys";

maak die Loonraad hierby die aanbeveling wat in die Bylae hiervan voorkom.

BYLAE.

1. TOEPASSINGSBESTEK EN -GEBIED VAN ORDER.

Hierdie Order is van toepassing in die landdrostdistrikte Durban en Pinetown op alle werknemers in die Melkerybedryf vir wie lone in klousule 3 (1) voorgeskryf word, en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

(1) Tensy die samehang anders aandui, het alle uitdrukkings wat in hierdie Order gebesig en in die Wet op Naturelle-arbeid (Beslegting van Geskille), 1953, omskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die sinsverband, beteken—

- "stoomketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel mag maak, in stand hou of uittrek;
- "los werknemer" 'n werknemer wat vir hoogstens drie dae in 'n week deur dieselfde werkgewer in diens geneem word;
- "onderbaas" 'n werknemer wat toesig hou oor arbeiders of afleweringswerknemers en wat gegewens wat uit hul werk voortvloei, mag aanteken;
- "klerk" 'n werknemer wat skryf-, tik- en liasseerwerk verrig, 'n reken- of ponskaartmasjien bedien of enige ander vorm van klerklike werk doen en omvat dit 'n kassier en 'n telefoonskakelbordbediener maar nie enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk 'n deel van sodanige werknemer se werk mag uitmaak;
- "klerk, gekwalifiseer," 'n klerk met minstens vier jaar ondervinding;
- "klerk, ongekwalifiseer," 'n klerk met minder as vier jaar ondervinding;
- "toonbankassistent" 'n werknemer wat klante in 'n bedryfsinrigting bedien en wat bestellings mag aanneem en in die beheer van 'n melksubdepot en die werknemers daarin mag wees;
- "toonbankassistent, gekwalifiseer," 'n toonbankassistent met minstens vier jaar ondervinding;
- "toonbankassistent, ongekwalifiseer," 'n toonbankassistent met minder as vier jaar ondervinding;
- "melkeryprodukte", sonder om die gewone betekenis van die woord te beperk, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeide melk, plantjiemelk, suurmilk, eiers, heuning, roomys en vrugtesap;
- "Melkerybedryf" die bedryf waarin werkgewers en werknemers geassosieer is vir die doel van die verkoop en/of verspreiding van volmelk en/of enige of al die artikels wat binne die woordskrywing van melkeryprodukte val indien verkoop of gedistribueer, tesame met die verkoop en/of distribusie van volmelk, en omvat alle bykomende werk indien dit deur sodanige werkgewers en werknemers verrig word, met uitsluiting van die verkoop van oortollige volmelk, karringmelk, afgeroomde melk of afgeskeide melk aan melkdistribueerders deur fabriek wat melkprodukte vervaardig maar wat gewoonlik nie volmelk verkoop nie; maar omvat nie boerdery-werksaamhede nie;
- "afleweringsbediende" 'n werknemer wat buite 'n bedryfsinrigting melkeryprodukte of boodskappe te voet of deur middel van 'n trapfiets, driewieler, handvoertuig, batteryyvoertuig of 'n meganiese aangedrewe stootwa wat deur 'n voetganger beheer word, of afleweringsvoertuig aflewer en wat bestellings of kontant in die geval van k.b.a.-bestellings mag ontvang en melkeryprodukte aan los klante mag verkoop;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle and who may sell or deliver dairy produce from such vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"emergency work" means any work necessitated by a breakdown of plant or machinery or other unforeseen emergency, or in connection with the overhauling or repairing of plant or machinery which cannot be performed during the ordinary hours of work and any other work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, civil commotion or theft must be done without delay and any work connected with the supply of dairy produce to ships, hospitals, the Defence Forces, the South African Police or the South African Railways and Harbours;

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

"experience" means in relation to—

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

(b) a counterhand, the total period or periods of employment which an employee has had as a counterhand in the Dairy Trade or as a shop assistant in the provisions or grocery department of any shop;

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

(a) affixing printed or ready addressed labels to boxes or packages;

(b) cleaning or washing premises, plant, machinery, utensils, containers, animals, furniture or other articles;

(c) cooking rations or making or serving tea or other beverages;

(d) feeding into or taking off from machines;

(e) feeding or tending animals, minding vehicles or harnessing or unharnessing animals;

(f) filling containers by hand or by hand-operated filling machines;

(g) lifting, carrying, moving, wrapping, stacking, packing or unpacking goods or articles;

(h) loading or unloading;

(i) making or maintaining fires other than in a steam boiler, or removing refuse or ashes;

(j) oiling or greasing vehicles, other than motor vehicles;

(k) opening or closing boxes or packages;

(l) stencilling or marking boxes or packages;

"law" includes the common law;

"messenger" means an employee who is engaged in conveying or delivering messages, letters, money, parcels or dairy produce by means of a two-wheeled motor scooter;

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

"motor vehicle" means any power-driven vehicle, other than a two-wheeled motor scooter, used for conveying goods and includes a mechanical horse or a tractor, but does not include a mechanically propelled but pedestrian controlled "pram" or delivery vehicle;

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

"rounds checker" means an employee, other than a foreman or clerk, who checks the work of delivery employees, records data in connection therewith or carries out inspections in connection with delivery rounds or initiates delivery employees in their work;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or railway trucks, the vagaries of the weather or a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

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

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a three-wheeled motor cycle the unladen weight shall be deemed not to exceed 1,000 lb.;

"wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

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

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur en wat melkeryprodukte vanuit sodanige voertuig mag verkoop of aflewer, en vir die toepassing van hierdie woord-omskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te bestuur;

"noodwerk" enige werk wat nodig gemaak word deur 'n onklaarraking van installasie of masjinerie of ander onvoorsiene noodgeval, of in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werke verrig kan word nie en enige ander werk wat, weens onvoorsiene omstandighede, soos byvoorbeeld 'n brand, storm, ongeluk, epidemie, gewelddaad, burgerlike onluste of diefstal sonder versuim verrig moet word en enige werk in verband met die verskaffing van melkeryprodukte aan skepe, hospitale, die Weermag, die Suid-Afrikaanse Polisie of die Suid-Afrikaanse Spoorweë en Hawens;

"bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers in die Melkerybedryf werksaam is;

"ondervinding" met betrekking tot—

(a) 'n klerk, die totale tydperk of tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van die Staat werksaam was;

(b) 'n toonbankassistent, die totale tydperk of tydperke wat 'n werknemer as 'n toonbankassistent in die Melkerybedryf of as winklassistent in die voedsel- of kruideniersafdeling van 'n winkel werksaam was;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(a) Gedrukte of klaar geadresseerde etikette aan kiste of pakkies vassit;

(b) persele, installasie, masjinerie, gerei, houters, diere, meubels of ander artikels skoonmaak of was;

(c) rantsone kook of tee of ander drankie maak of bedien;

(d) in masjiene voer of daarvan afneem;

(e) diere voer of versorg, voertuie oppas, of diere in- of uitspan;

(f) houters met die hand of met handvulmasjiene vul;

(g) goedere of artikels oplig, dra, verskuif, toedraai, opstapel, verpak of uitpak;

(h) laai of aflaai;

(i) vure maak of in stand hou, uitgesonderd in 'n stoomketel, of afval of as verwyder;

(j) voertuie, uitgesonderd motorvoertuie, olie of smeer;

(k) kiste of pakkies oop- of toemaak;

(l) kiste of pakkies sjabloneer of merk;

"wet" ook die gemeenereg;

"bode" 'n werknemer wat boodskappe, briewe, geld, pakkies of melkeryprodukte deur middel van 'n tweewielbromponie vervoer of aflewer;

"melktoets" 'n werknemer aan wie 'n melk- en roomtoets-sertifikaat deur die Departement van Landbou toegeken is wat hom bevoeg maak om die melk of room vir die bottervet-inhoud daarvan te toets, wat melk of vars room toets of gradeer en wat ook in beheer mag wees of toesig mag hou oor die prosesbewerking van melk;

"motorvoertuig" enige krag-aangedrewe voertuig, uitgesonderd 'n tweewielbromponie, wat vir die vervoer van goedere gebruik word en omvat dit 'n voorhaker of 'n trekker maar nie 'n masjiene-aangedrewe stootwa wat deur 'n voetganger beheer word of 'n afleweringsvoertuig nie;

"stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid werk verrig, gebaseer is;

"rondekontroleur" 'n werknemer, uitgesonderd 'n voorman of klerk, wat die werk van afleweringswerknemers kontroleer, gegewens in verband daarmee aanteken of inspeksies uitvoer in verband met afleweringsrondes of afleweringswerknemers in hul werk inwy;

"korttyd" 'n tydelike vermindering in die getal gewone werkeure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of spoorwegtrokke, ongunstige weersomstandighede of 'n algemene onklaarraking van installasie of masjinerie of 'n werklike onklaarraking of dreigende onklaarraking van geboue;

"sleepwa" enige vervoermiddel wat deur 'n motorvoertuig getrek word;

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangeteken op 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik word deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n driewiel-motorfiets daar geag word dat die onbelaste gewig nie 1,000 lb. te bowe gaan nie;

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

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

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê moet word dat dit enige besoldiging vermeld of insluit wat 'n werknemer, in diens op enige grondslag waarvoor in klousule 9 voorsiening gemaak word, bo en behalwe die bedrag ontvang het wat hy sou ontvang het indien hy nie op sodanige grondslag in diens was nie;

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

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

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

3. REMUNERATION.*

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

(a) Employees other than Casual Employees.

(i)	Per Week. Per Month.	
	R	R
Milk tester, male.....	13.85	60.00
Milk tester, female.....	11.54	50.00
Clerk, qualified.....	11.54	50.00
Counterhand, qualified.....	11.54	50.00
Clerk and Counterhand, unqualified—		
During the first year of experience....	6.92	30.00
During the second year of experience....	8.08	35.00
During the third year of experience....	9.23	40.00
During the fourth year of experience....	10.38	45.00

*The recommendation in respect of wages is based on the assumption that the Honourable the Minister of Labour will suspend the Cost of Living Allowance Regulations framed under Was Measure No. 43 of 1942, i.e., the Board's recommendation implies the consolidation of the cost of living allowance with the wage.

(ii)

	For a Period of Three Months from the Date the Order becomes binding.		For the Next Succeeding Period of Twelve Months.		Thereafter.	
	Per Week. R	Per Month. R	Per Week. R	Per Month. R	Per Week. R	Per Month. R
Labourer of the age of 18 years or over.....	5.80	25.14	6.25	27.08	6.50	28.17
Labourer under the age of 18 years.....	4.35	18.85	4.70	20.36	4.90	21.23
Delivery employee.....	6.20	26.87	6.75	29.25	7.00	30.33
Chargehand.....	7.00	30.33	7.75	33.58	8.00	34.67
Boiler attendant.....	6.20	26.87	6.75	29.25	7.00	30.33
Messenger.....	6.20	26.87	6.75	29.25	7.00	30.33
Rounds checker.....	7.00	30.33	7.75	33.58	8.00	34.67
Watchman.....	7.00	30.33	7.75	33.58	8.00	34.67
Driver of an animal drawn vehicle.....	7.00	30.33	7.75	33.58	8.00	34.67
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—						
(i) does not exceed 1,000 lb.....	6.75	29.25	8.01	34.70	8.01	34.70
(ii) exceeds 1,000 lb. but not 3,500 lb.....	10.32	44.75	11.01	47.70	11.01	47.70
(iii) exceeds 3,500 lb. but not 10,000 lb.....	11.72	50.80	14.01	60.70	14.01	60.70
(iv) exceeds 10,000 lb.....	13.00	56.35	15.30	66.30	15.30	66.30

(ii)

	Vir 'n tydperk van drie maande vanaf die datum waarop die Order bindend word.		Vir die daaropvolgende tydperk van twaalf maande.		Daarna.	
	Per week. R	Per maand. R	Per week. R	Per maand. R	Per week. R	Per maand. R
Arbeider 18 jaar of ouer.....	5.80	25.14	6.25	27.08	6.50	28.17
Arbeider jonger as 18 jaar.....	4.35	18.85	4.70	20.36	4.90	21.23
Afleweringswerkknemer.....	6.20	26.87	6.75	29.25	7.00	30.33
Onderbaas.....	7.00	30.33	7.75	33.58	8.00	34.67
Stoomketelbediener.....	6.20	26.87	6.75	29.25	7.00	30.33
Bode.....	6.20	26.87	6.75	29.25	7.00	30.33
Rondekontroleur.....	7.00	30.33	7.75	33.58	8.00	34.67
Wag.....	7.00	30.33	7.75	33.58	8.00	34.67
Drywer van 'n dierevoertuig.....	7.00	30.33	7.75	33.58	8.00	34.67
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—						
(i) hoogstens 1,000 lb. is.....	6.75	29.25	8.01	34.70	8.01	34.70
(ii) meer as 1,000 lb. maar nie 3,500 lb. is nie.....	10.32	44.75	11.01	47.70	11.01	47.70
(iii) meer as 3,500 lb. maar nie 10,000 lb. is nie.....	11.72	50.80	14.01	60.70	14.01	60.70
(iv) meer as 10,000 lb. is.....	13.00	56.35	15.30	66.30	15.30	66.30

Provided that during the first three months after this Order becomes binding, an employer may pay an employee, who lodges but does not board with him and for whom a wage is prescribed in clause 3 (1) (a) (ii), sixty cents less per week than the wage prescribed in that clause for an employee of his class.

"wag" 'n werknemer wat persele, geboue, hekke of ander eiendom bewaak;

"weeklikse werknemer" 'n werknemer wat weekliks betaal word.

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

3. BESOLDIGING.*

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

(a) Werknemers, uitgesonderd los werknemers.

(i)	Per week. Per maand.	
	R	R
Melktoetser, man.....	13.85	60.00
Melktoetser, vrou.....	11.54	50.00
Klerk, gekwalifiseer.....	11.54	50.00
Toonbankassistent, gekwalifiseer.....	11.54	50.00
Klerk 'en toonbankassistent, ongekwalifiseer—		
Gedurende die eerste jaar ondervinding..	6.92	30.00
Gedurende die tweede jaar ondervinding..	8.08	35.00
Gedurende die derde jaar ondervinding..	9.23	40.00
Gedurende die vierde jaar ondervinding..	10.38	45.00

*Die aanbeveling ten opsigte van lone is gegrond op die veronderstelling dat Sy Edele die Minister van Arbeid die Lewenskosteregulasies sal opskort wat kragtens Oorlogsmaatregel No. 43 van 1942 opgestel is, d.w.s. die Raad se aanbeveling behels die konsolidasie van die lewenskostetoelae met die loon.

Met dien verstande dat 'n werkgever gedurende die eerste drie maande nadat hierdie Order bindend word, 'n werknemer wat by hom huisvesting ontvang maar nie by hom eet nie en vir wie 'n loon in klousule 3 (1) (a) (ii) voorgeskryf word, sestig sent minder per week mag betaal as die loon wat in daardie klousule vir 'n werknemer van sy klas voorgeskryf word.

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

(c) In addition to any other remuneration payable to an employee in terms of this Order, an employer shall supply his employee free of charge with not less than one pint of whole milk on each day on which such employee works.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, 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 referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and,
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

- (i) that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- (ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Order shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

- (i) seven, in the case of an employee referred to in clause 5 (1) (a);
- (ii) six, in the case of any other employee.

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the weekly ordinary hours of work prescribed in clause 5 for an employee of his class.

4. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within fifteen minutes of ceasing work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his pay roll number and occupation;
- (c) the number of overtime hours worked by the employee;
- (d) the employee's wage;
- (e) the details of any other remuneration arising out of the employee's employment;
- (f) the details of any deductions made;
- (g) the actual amount paid to the employee; and
- (h) the period in respect of which payment is made;

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

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

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

(b) *Los werknemers.*—'n Los werknemer moet ten opsigte van elke dag of deel van 'n dag diens minstens een vyfde betaal word van die weekloon wat voorgeskryf word vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as wat die los werknemer moet doen: Met dien verstande dat waar die werkgewer van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie lone op 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat voorgeskryf word vir 'n gekwalifiseerde werknemer van daardie klas, en voorts met dien verstande dat waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met vyftig persent verminder mag word.

(c) Bo- en behalwe enige ander besoldiging betaalbaar aan 'n werknemer ingevolge hierdie Order, moet 'n werkgewer minstens een pint volmelk op elke dag waarop sodanige werknemer werk gratis aan sy werknemer verskaf.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse basis, en, behoudens die bepalinge van klousule 4 (6) moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat voorgeskryf word in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, hetsy hy in daardie week die maksimum getal gewone werkure wat op hom van toepassing is ooreenkomstig klousule 5 of minder gewerk het.

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

- (a) 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat eindig in 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soog volg betaal:—

- (i) In die geval in paragraaf (a) genoem, minstens die dagloon bereken teen die hoër skaal; en
- (ii) in die geval in paragraaf (b) genoem, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

- (i) dat die bepalinge van hierdie subklousule nie van toepassing is nie waar die verskil tussen klasse ooreenkomstig subklousule (1) op ouderdom, ondervinding of geslag gegrond is;
- (ii) dat, tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Order so uitgelê moet word dat dit 'n werkgewer verhoed om van 'n werknemer te vereis om werk van 'n ander klas te verrig nie waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf word.

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

- (i) sewe, in die geval van 'n werknemer in klousule 5 (1) (a) genoem;
- (ii) ses, in die geval van alle ander werknemers.

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal weeklikse gewone werkure wat in klousule 5 vir 'n werknemer van sy klas voorgeskryf word.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalinge van klousule 6 (4) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, met die toestemming van die werknemer, maandeliks in kontant of per tjek betaal word gedurende die werkure of binne vyftien minute nadat die werk op die gewone betaaldag van die bedryfs-inrigting vir sodanige werknemer gestaak is of by diensbeëindiging, indien dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert of houër wees waarop die volgende aangeteken moet wees of wat vergesel moet gaan van 'n staat wat die volgende aantoon:—

- (a) Die werkgewer se naam;
- (b) die werknemer se naam of sy betaalstaatsnommer en beroep;
- (c) die getal oortydure deur die werknemer gewerk;
- (d) die werknemer se loon;
- (e) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortvloei;
- (f) die besonderhede van enige bedrae wat afgetrek is;
- (g) die werklike bedrag aan die werknemer betaal; en
- (h) die tydperk ten opsigte waarvan betaling geskied;

en sodanige koevert of houër waarop hierdie besonderhede aangeteken is of sodanige staat word die eiendom van die werknemer.

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

(3) *Premies.*—'n Werkgewer mag geen betaling, hetsy regstreeks of onregstreeks, ten opsigte van die indiensneming of opleiding van 'n werknemer vra of aanneem nie.

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

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

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
- (b) except where otherwise provided in this Order, whenever an employee is absent from work other 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 received in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	R	R
(i) Board.....	1.00	4.33
(ii) Lodging.....	0.46	1.99
(iii) Board and lodging.....	1.46	6.32

(e) whenever the ordinary hours of work prescribed in clause 5 are reduced on account of short-time, a deduction to the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—

- (i) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials or railtrucks, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (ii) that no deduction shall be made in the case of short-time owing to the vagaries of the weather or to a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such council or other local authority.

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

(1) *Ordinary Hours of Work.*—An employer shall not require or permit an employee to work more ordinary hours of work than—

- (a) in the case of a driver of a motor vehicle, a messenger, a delivery employee, a rounds checker, a driver of an animal-drawn vehicle or a labourer assisting on a delivery vehicle—
 - (i) forty-nine in any week;
 - (ii) subject to sub-paragraph (i) hereof, eight on any day;
- (b) in the case of every other employee—
 - (i) forty-six in any week from Monday to Saturday, inclusive; and
 - (ii) subject to sub-paragraph (i) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight-and-one-half.

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

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

- (i) that an employer may agree with his employee to reduce the period of such meal interval to not less than half-an-hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, Durban, the meal interval may be so reduced;

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

(5) *Etes en huisvesting.*—Behoudens die bepalinge van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om by hom te eet of huisvesting te ontvang of by hom te eet en huisvesting te ontvang nie of by enige persoon of plek deur hom aangewys.

(6) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes opleë of enige bedrae van sy werknemers se besoldiging aftrek nie: Met dien verstande dat hy die volgende bedrae mag aftrek:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfondse;
- (b) behalwe waar anders in hierdie Order bepaal, wanneer 'n werknemer van die werk afwesig is, uitgesonderd op las of op die versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;
- (c) enige bedrag wat 'n werkgewer by enige wet of bevel van 'n bevoegde hof moet of mag aftrek;
- (d) wanneer 'n werknemer toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, etes en huisvesting of etes of huisvesting by sy werkgewer moet aanneem, 'n bedrag wat nie die bedrae hieronder gemeld, te bowe gaan nie:—

	Per week.	Per maand.
	R	R
(i) Etes.....	1.00	4.33
(ii) Huisvesting.....	0.46	1.99
(iii) Etes en huisvesting.....	1.46	6.32

(e) wanneer die gewone werkure wat voorgeskryf word by klousule 5 weens korttyd verminder word, 'n bedrag gelyk aan die werknemer (uitgesonderd 'n los werknemer) se uurloon ten opsigte van elke uur van sodanige vermindering: Met dien verstande—

- (i) dat geen bedrag afgetrek mag word in die geval van korttyd wat ontstaan uit 'n slapte in die bedryf of 'n tekort aan grondstowwe of spoorwegtrokke nie, tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (ii) dat geen bedrag afgetrek mag word in die geval van korttyd weens ongunstige weersomstandighede of 'n algemene onklaarraking van installasie of masjinerie of 'n werklike onklaarraking of dreigende onklaarraking van geboue, ten opsigte van die eerste uur wat daar nie gewerk is nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie;
- (f) met die skriftelik toestemming van 'n werknemer, enige bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of akkomodasie in 'n hostel wat geokkupeer word deur sodanige werknemer in enige lokasie of Naturelle-dorp onder die beheer van sodanige raad of ander plaaslike bestuur.

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

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

- (a) In die geval van 'n motorvoertuigbestuurder, 'n bode, 'n aflerewingswerknemer, 'n rondkontroleur, 'n drywer van 'n dierevoertuig of 'n arbeider wat op 'n aflerewingsvoertuig help—
 - (i) nege-en-veertig in 'n week;
 - (ii) behoudens sub-paragraaf (i) hiervan, agt op 'n dag;
- (b) in die geval van alle ander werknemers—
 - (i) ses-en-veertig in 'n week vanaf Maandag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure nie vyf op 'n dag te bowe gaan nie en dan mag die werkure op engeen van die ander dae tot agt en 'n half verleng word.

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

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

- (i) dat 'n werkgewer met sy werknemer mag ooreenkom om die tydperk van sodanige etenspouse tot minstens 'n halfuur te verkort, en in daardie geval en nadat die werkgewer 'n verklaring omtrent sodanige ooreenkoms by die Afdelings-inspekteur, Departement van Arbeid, Durban, ingedien het, mag die etenspouse aldus verkort word;

- (ii) that periods of work interrupted by intervals of less than one-hour, except when proviso (i) applies, shall be deemed to be continuous;
- (iii) that, if such interval be longer than one hour, any period in excess of one-and-one-quarter hours shall be deemed to be time-worked;
- (iv) that not more than one such interval during the ordinary hours of work on any day shall be deemed not to form part of the ordinary hours of work;
- (v) that when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to fifteen minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours and such second meal interval may be deemed not to be part of the ordinary hours of work or overtime.

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

(5) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

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

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee, ten hours in any one week.

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

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

(8) *Savings.*—(a) The provisions of this clause shall not apply to an employee if and for so long as such employee is in receipt of regular remuneration at a rate of not less than R140 per month or to a watchman.

(b) The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of sub-clause (3) shall not apply to a driver of a motor vehicle, a labourer assisting on a delivery vehicle, a delivery employee, a rounds checker, a messenger or a driver of an animal drawn vehicle or to a counterhand or a labourer employed in an establishment which is normally closed to business between 12 o'clock noon and 4 o'clock p.m.: Provided that such counterhand's or labourer's ordinary hours of work and all overtime on any day shall be completed within a period not exceeding twelve hours calculated from the time such an employee first commences work on that day.

6. ANNUAL LEAVE.

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

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

and shall pay such employee in respect of such leave—

- (i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;
- (ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave:

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

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7;
- (iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such public holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

- (ii) dat werktidperke wat deur pouses van korter as een uur onderbreek word, behalwe waar voorbehoedsbepaling (i) geld, geag word deurlopend te wees;
- (iii) dat, indien sodanige pouse langer as een uur is, enige tydperk van langer as een en 'n kwart uur geag word tyd te wees wat gewerk is;
- (iv) dat hoogstens een sodanige pouse gedurende die gewone werkure op enige dag geag mag word nie deel van die gewone werkure uit te maak nie;
- (v) dat, wanneer 'n werkgewer op enige dag vanweë oortydwerk aan 'n werknemer 'n tweede etenspouse moet toestaan, sodanige pouse op die versoek van die werknemer tot vyftien minute verkort mag word, solank die totale tydperk wat die werknemer na die eerste etenspouse van die dag werk, nie sewe uur te bowe gaan nie, en sodanige tweede etenspouse mag geag word nie deel van die gewone werkure of oortydwerkure uit te maak nie.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van subklousule (3) moet alle werkure van 'n werknemer op enige dag agtereenvolgend wees.

(5) *Oortyd.*—Alle tyd wat daar langer as die getal gewone werkure gewerk word wat in subklousules (1) en (2) voorgeskryf is, word geag oortyd te wees.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortydwerk vir langer as die volgende te verrig nie:—

- (a) In die geval van 'n los werknemer, twee uur op 'n dag;
- (b) in die geval van alle ander werknemers, tien uur in 'n bepaalde week.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortydwerk verrig, minstens die volgende betaal:—

- (a) In die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer aldus op 'n dag werk;
- (b) in die geval van enige ander werknemer, een en 'n derde maal sy gewone weekloon ten opsigte van die totale tydperk wat sodanige werknemer aldus in 'n week werk.

(8) *Voorbehoedsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n werknemer indien en solank sodanige werknemer 'n gereelde besoldiging van minstens R140 per maand ontvang, of vir 'n wag nie.

(b) Die bepalinge van subklousules (3), (4) en (6) geld nie vir 'n werknemer terwyl hy noodwerk verrig nie.

(c) Die bepalinge van subklousule (3) geld nie vir 'n motorvoertuigbestuurder, 'n arbeider wat op 'n afleweringsvoertuig help, 'n afleweringswerknemer, 'n rondkeurleer, 'n bode of 'n drywer van 'n dierevoertuig, nie of vir 'n toonbankassistent of 'n arbeider in diens in 'n bedryfsinrigting wat gewoonlik tussen 12-uur middag en 4-uur nm. vir sake gesluit is nie: Met dien verstande dat sodanige toonbankassistent of arbeider se gewone werkure en alle oortydwerk op enige dag binne 'n tydperk van hoogstens twaalf uur voltooi moet word, bereken vanaf die tyd wat so 'n werknemer eerste op daardie dag begin werk.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van twaalf maande diens by hom, verlof soos volg toestaan:—

- (a) in die geval van 'n wag, een-en-twintig agtereenvolgende kalenderdae verlof;
- (b) in die geval van alle ander werknemers, veertien agtereenvolgende kalenderdae verlof,

en moet hy sodanige werknemer ten opsigte van sodanige verlof soos volg betaal:—

- (i) in die geval van 'n werknemer in paragraaf (a) genoem, 'n bedrag van minstens drie maal die weekloon waarop hy geregtig is vanaf die eerste dag van die verlof;
- (ii) in die geval van 'n werknemer in paragraaf (b) genoem, 'n bedrag van minstens dubbel die weekloon waarop hy geregtig is vanaf die eerste dag van die verlof:

Voorts met dien verstande dat vir die toepassing van hierdie klousule die weekloon van 'n werknemer wat stukwerk verrig, bereken moet word op die grondslag in artikel 20 (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gemeld.

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

- (i) dat, indien sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), toegestaan moet word sodat dit binne vier maande na die voltooiing van die twaalf maande diens waarop dit betrekking het, 'n aanvang neem, of, indien die werkgewer en werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, moet die werkgewer sodanige verlof aan die werknemer toestaan vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;
- (ii) dat die tydperk van verlof nie saamval nie met siekteverlof wat kragtens klousule 7 toegestaan is;
- (iii) dat, indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte van Kersdag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige openbare vakansiedag, by genoemde tydperk bygevoeg moet word as 'n verdere tydperk van verlof en die werknemer 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige dag wat bygevoeg is, betaal moet word;

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

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

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

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

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

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

(5) An employee, whose contract of employment terminates during any period of twelve months of employment 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 in respect of each completed month of such period of employment an amount of not less than—

(a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth; and

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

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

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

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

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

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

(6) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the 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 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 this clause;

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

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

amounting in the aggregate in any year to not more than ten weeks, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Order become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the coming into force of this Order and to whom any law providing for annual leave applied but who had not become entitled to a period of annual leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Order, whichever is the later.

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 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 of this sub-clause 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 one work day in respect of each completed month of employment;

(iv) dat 'n werkgewer enige dae geleentheidsverlof wat met volle betaling aan sy werknemer toegestaan is op sy werknemer se skriftelike versoek gedurende die tydperk van twaalf maande diens waarop die tydperk van verlof betrekking het, van sodanige tydperk van verlof mag aftrek.

(3) (a) Op die skriftelike versoek van 'n werknemer mag 'n werkgewer toelaat dat die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens oploop: Met dien verstande—

(i) dat sodanige versoek nie later nie as vier maande na die verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, deur so 'n werknemer gerig word; en

(ii) dat die datum waarop sodanige versoek ontvang word, deur die werkgewer op die versoek aangebring word met sy handtekening daarby, en hy moet sodanige versoek hou vir 'n tydperk van minstens drie jaar vanaf dié datum of die datum waarop die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, verstryk, naamlik die jongste datum.

(b) Die bepaling van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule gemeld.

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

(5) 'n Werknemer wie se dienskontrak eindig gedurende enige tydperk van twaalf maande diens voor die tydperk van verlof voorgeskryf in subklousule (1) ten opsigte van daardie tydperk, opgeloop het, moet by sodanige beëindiging en bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige tydperk van diens 'n bedrag van minstens die volgende betaal word:—

(a) In die geval van 'n werknemer in paragraaf (a) van subklousule (1) genoem, een-vierde; en

(b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) genoem, een-sesde—

van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgewer 'n eweredige bedrag mag aftrek ten opsigte van enige tydperk van verlof wat ooreenkomstig die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan is, en voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder dat hy die kennisgewingstydperk nagekom en uitgedien het wat in klousule 12 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer betaal het in plaas van aan hom kennis te gee; of

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

(iii) wat deur sy werkgewer ontslaan word sonder kennisgewing om enige regsgeldige rede vir sodanige ontslag sonder kennisgewing;

nie op enige betaling kragtens hierdie subklousule geregtig is nie.

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

(7) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” enige tydperk insluit ten opsigte waarvan 'n werkgewer 'n werknemer ooreenkomstig klousule 12 betaal in plaas van aan hom kennis te gee en ook enige tydperk of tydperke wat 'n werknemer afwesig is—

(a) met verlof ooreenkomstig hierdie klousule;

(b) met siekteverlof kragtens klousule 7;

(c) op las of op versoek van sy werkgewer;

wat altesaam hoogstens tien weke in 'n jaar beloop, en diens word geag soos volg te begin:—

(i) In die geval van 'n werknemer wat voor die inwerking-trede van hierdie Order op 'n tydperk van jaarlikse verlof ooreenkomstig enige Wet geregtig geword het, op die datum waarop sodanige werknemer laaste op sodanige verlof ooreenkomstig sodanige Wet geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was voor die inwerking-trede van hierdie Order en op wie enige Wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nie op 'n tydperk van jaarlikse verlof ooreenkomstig daardie Wet geregtig geword het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Order van krag word, naamlik die jongste datum.

7. SIEKTEVERLOF.

(1) Behoudens die bepaling van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat van die werk afwesig is weens ongeskiktheid, altesaam minstens vier-en-twintig agtereenvolgende maande diens by hom, toestaan en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ooreenkomstig hierdie subklousule, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

(i) dat 'n werknemer in die eerste vier-en-twintig agtereenvolgende maande diens nie op siekteverlof met volle betaling geregtig is teen 'n skaal van meer as een werkdag ten opsigte van elke voltooide maand diens nie;

- (ii) 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-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is 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.

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

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

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

- (i) on leave in terms of clause 6;
- (ii) on the instructions or at the request of his employer;
- (iii) on sick leave in terms of sub-clause (1);

amounting in the aggregate in any year to not more than ten weeks, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Order shall for the purpose of this clause be deemed to be employment under this Order and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Order;

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee is not required or permitted to work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus an amount calculated at a rate not less than his ordinary wage in respect of the total period worked by him on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) *Compensation for Work on a Sunday.*—Whenever an employee, other than a casual employee, works on a Sunday, his employer shall either—

(a) pay the employee—

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

(ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever minstens op gelyke voet as die werknemer bydra tot enige fonds of organisasie deur die werknemer genoem, naamlik 'n fonds of organisasie wat aan die werknemer ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule genoem, die betaling van altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens waarborg, behalwe dat die gewaarborgde getal dae nie gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes betaal die aanwassyfer in die eerste voorbehoudsbepaling van hierdie subklousule genoem, te bowe hoef te gaan nie;

(iii) dat waar 'n werkgever by enige wet verplig word om gelde vir die hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal en hy sodanige gelde wel betaal, die bedrag aldus betaal, afgetrek kan word van die betaling wat ooreenkomstig hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) dat, indien 'n werkgever by enige wet verplig word om aan 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, die bepaling van hierdie klousule nie van toepassing nie.

(2) 'n Werkgever kan, as 'n voorafgestelde voorwaarde vir sy betaling van enige bedrag wat kragtens hierdie klousule deur 'n werknemer geëis word ten opsigte van enige afwesigheid van die werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, van die werknemer vereis om 'n sertifikaat, deur 'n mediese praktisyn onderteken, in te dien wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat, wanneer 'n werknemer gedurende 'n tydperk van agt agtereenvolgende weke by twee of meer geleenthede betaling kragtens hierdie klousule geëis het vir tydperke van drie agtereenvolgende kalenderdae of minder sonder om sodanige sertifikaat in te dien, sy werkgever gedurende die eersvolgende agt weke, as 'n voorafgestelde voorwaarde vir sy betaling van enige bedrag wat sodanige werknemer kragtens hierdie klousule geëis word, van die werknemer mag vereis om so 'n sertifikaat in te dien, ongeag die duur van sodanige afwesigheid.

(3) Waar 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid afwesig is vir 'n tydperk van langer as enige siekteverlof wat ten tyde van sodanige ongeskiktheid opgeloopt het, is hy slegs geregtig op betaling ten opsigte van dié verlof wat aldus opgeloopt het; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by die verstryking van genoemde dienstrydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal in dié mate waarin siekteverlof wat by sodanige verstryking of beëindiging opgeloopt het, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule word die uitdrukking—

(a) "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer afwesig is—

- (i) met verlof ooreenkomstig klousule 6,
 - (ii) op las of op die versoek van sy werkgever,
 - (iii) met siekteverlof ooreenkomstig subklousule (1),
- wat altesaam hoogstens tien weke in 'n jaar beloop, en enige tydperk wat 'n werknemer by dieselfde werkgever werksaam was onmiddellik voor die inwerkingtreedingsdatum van hierdie Order, word vir die toepassing van hierdie klousule geag diens ooreenkomstig hierdie Order te wees, en enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, word geag kragtens hierdie Order toegestaan te gewees het;

(b) "ongeskiktheid" geag te beteken die ongeskiktheid om te werk weens enige siekte of besering uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige ongeskiktheid om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Behoudens die bepaling van klousule 4 (6), moet 'n werkgever aan sy werknemer, indien hy nie op Nuwejaarsdag, Goëe Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val.

(2) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goëe Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgever hom, behoudens die bepaling van klousule 4 (6), vir die week waarin sodanige dag val minstens sy weekloon betaal, plus 'n bedrag wat bereken word teen 'n skaal van minstens sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige dag gewerk het: Met dien verstande dat waar daar van so 'n werknemer vereis of hy toegelaat word om vir minder as vier ure op sodanige dag te werk, hy geag word vier ure te gewerk het.

(3) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever of—

(a) aan die werknemer—

- (i) indien hy vir 'n tydperk van hoogstens vier ure aldus werk, minstens sy dagloon, of

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

(b) pay him at a rate not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(4) Whenever a casual employee works on a Sunday his employer shall pay him not less than double the rate of wage prescribed in clause 3 (1) (b).

(5) The provisions of sub-clauses (2) and (3) shall not apply to an employee if and for so long as such employee is in receipt of regular remuneration at a rate of not less than R156 per month, or to a watchman, or to an employee referred to in clause 5 (1) (a).

9. PIECE-WORK.

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

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

(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 amend any piece-work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

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

10. PROHIBITION OF EMPLOYMENT.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

(1) An employer shall supply and maintain in serviceable condition, free of charge, any cap, uniform, overall, gumboots or other 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 cap, uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

(2) An employer, who is required by law or regulation to provide his employee, free of charge, with any clean cap, uniform or overall may require his employee to launder any such cap, uniform or overall in which event the employer shall pay such employee an allowance of not less than ten cents every week.

(3) An employer shall in wet weather provide his employee who is engaged in the delivery of goods free of charge with serviceable waterproof protection for the head and a waterproof cape and such articles shall remain the property of the employer: Provided that an employer may in lieu of providing such articles pay to such employee in addition to any other remuneration due to such employee, an allowance of not less than R0.25 per month.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, not less than one work day's;

(b) in the case of a driver of a motor vehicle, a delivery employee, a rounds checker, a driver of an animal drawn vehicle or a labourer assisting on a delivery vehicle after the first four weeks of employment, not less than two week's;

(c) in the case of all other employees, after the first four weeks of employment, not less than one week's;

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

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

(ii) indien hy vir 'n tydperk van langer as vier ure, aldus werk, minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, of minstens dubbel sy dagloon, naamlik die grootste bedrag, of

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

(4) Wanneer 'n los werknemer op 'n Sondag werk, moet sy werkgever hom minstens dubbel die loon betaal wat in klousule 3 (1) (b) voorgeskryf word.

(5) Die bepalings van subklousules (2) en (3) is nie op 'n werknemer van toepassing indien en solank sodanige werknemer 'n gereelde besoldiging van minstens R156 per maand ontvang nie, of op 'n wag, of op 'n werknemer in klousule 5 (1) (a) genoem nie.

9. STUKWERK.

(1) 'n Werkgever mag, na minstens een week kennisgewing aan sy werknemer, enige stukwerkstelsel invoer en die werkgever moet, behoudens die bepalings van klousule 4 (6), sodanige werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die lone wat volgens sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer minstens die volgende moet betaal:

(a) In die geval van 'n ander werknemer as 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die bedrag wat hy sodanige werknemer vir die week sou moes betaal het as hy op die grondslag van tyd gewerk, besoldig was;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die bedrag wat hy sodanige werknemer vir die dag sou moes betaal het as hy op die grondslag van tyd gewerk, besoldig was.

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

(3) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die lone wat daarvolgens van toepassing is, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens een maand vooraf kennis gee van sodanige voorneme: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer tydperk van kennisgewing kan ooreenkom, en dan moet die werkgever minstens die tydperk waarvoor ooreengekom is, kennis gee.

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

10. VERBOD OP INDIENSNEEMING.

'n Werkgever mag geen persoon onder die ouderdom van vyftien jaar in diens neem nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgever moet enige pet, uniform, oorpak, oorskoene of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy by enige regulasie of wet aan sy werknemer moet verskaf, gratis verskaf en in diensbare toestand hou en enige sodanige pet, uniform, oorpak, oorskoene of ander beskermende klere bly die eiendom van die werkgever.

(2) 'n Werkgever wat by wet of regulasie verplig is om 'n skoon pet, uniform of oorpak gratis aan sy werknemer te verskaf, mag van sy werknemer vereis om enige sodanige pet, uniform of oorpak te laat skoonmaak, en dan moet die werkgever sodanige werknemer 'n toelae van minstens tien sent elke week betaal.

(3) 'n Werkgever moet in reënweer aan sy werknemer wat goedere aflewer 'n diensbare waterdigte beskerming vir die kop verskaf asook 'n waterdigte mantel, en sulke artikels bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever, in plaas van om sulke artikels te verskaf, aan sodanige werknemer, bo en behalwe enige ander besoldiging aan die werknemer verskuldig, 'n toelae van minstens R0.25 per maand mag betaal.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

(a) gedurende die eerste vier weke diens, minstens een werkdag vooraf kennis gee;

(b) in die geval van 'n motorvoertuigbestuurder, 'n afleweringswerknemer, 'n rondkontroleur, 'n drywer van 'n dierevoertuig of 'n arbeider wat op 'n afleweringsvoertuig help, na die eerste vier weke diens minstens twee weke vooraf kennis gee;

(c) in die geval van alle ander werknemers, na die eerste vier weke diens, minstens een week vooraf kennis gee;

van die beëindiging van die dienskontrak, of 'n werkgever of werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, minstens die volgende aan die werknemer te betaal of aan die werkgever te betaal, na gelang van die geval:—

(i) In die geval waar een werkdag kennis gegee moet word, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;
- (iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

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

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 time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time 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 in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) may be given on any work day: Provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 6;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

(4) Notwithstanding anything to the contrary in this Order, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any monies which he owes to such employee by virtue of any provisions of this Order, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. 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 Order, 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 employee's weekly wage at the date of such termination.

14. EXEMPTIONS.

(1) Such officer as is designated in terms of section thirteen (1) (c) of Act No. 48 of 1953, is hereby empowered to grant exemption from any of the provisions of this Order to or in respect of any person for good reason.

(2) The said officer shall fix, in respect of any person granted a licence of exemption, the conditions subject to which such exemption shall operate: Provided that he may, if he deems fit, after one week's notice in writing to the person concerned, withdraw any licence of exemption.

(3) Such officer shall issue to every person granted exemption a licence, signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provision of the Order from which exemption is granted;
- (c) the conditions subject to which exemption is granted; and
- (d) the period of operation of the exemption.

(4) Such officer shall—

- (a) cause all such licences to be numbered consecutively;
- (b) retain a copy of each such licence issued; and
- (c) where exemption is granted to an employee, furnish a copy of the licence to such employee's employer.

W. F. J. STEENKAMP, *Chairman.*
H. W. TINDALE, *Member.*
P. R. VIVIERS, *Member.*

J. T. LLEWELLYN, *Secretary.*
Pretoria, 16th August, 1962.

- (ii) in die geval waar 'n week kennis gegee moet word, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval waar twee weke kennis gegee moet word, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat hierdie bepaling nie die volgende raak nie:—

- (i) Die reg van 'n werkgever of 'n werknemer om die kontrak sonder kennisgewing te beëindig om 'n regsgeldige rede;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing wat vir albei ewe lank en langer is as dié wat in hierdie klousule voorgeskrif word;
- (iii) die inwerkingtreding van enige verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat sy diens verlaat;

Voorts met dien verstande dat waar die loon van 'n werknemer ten tyde van diensbeëindiging verminder is deur aftrekkings ten opsigte van korttyd, die uitdrukking "ten tyde van sodanige beëindiging ontvang", wanneer 'n werkgever 'n werknemer in plaas van kennisgewing betaal, geag word te beteken "sou ontvang het ten tyde van sodanige beëindiging indien geen bedrae ten opsigte van korttyd afgetrek is nie".

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

(3) Die kennisgewing in subklousule (1) voorgeskrif, mag op enige werkdag geskied: Met dien verstande—

- (i) dat die tydperk van kennisgewing nie mag saamval nie met of dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ooreenkomstig klousule 6 toegestaan is;
- (ii) dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof wat ooreenkomstig klousule 7 toegestaan is.

(4) Ondanks andersluidende bepalings in hierdie Order, mag sy werkgever, waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder kennisgewing of sonder om sy werkgever in plaas van kennisgewing te betaal, vir homself, uit enige gelde wat hy aan sodanige werknemer ooreenkomstig enige bepalings van hierdie Order skuld, 'n bedrag toeëien van hoogstens daardie bedrag wat sodanige werknemer hom in plaas van kennisgewing sou moes betaal het.

13. DIENSSERTIFIKAAT.

'n Werkgever moet by die beëindiging van die dienskontrak, uitgesonderd weens die diensverlating van 'n werknemer, aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat verskaf wat wesenlik in die vorm is soos in die Bylae van hierdie Order voorgeskrif, wat die volle naam van die werkgever en sy werknemer, die beroep van die werknemer, die datum waarop die kontrak 'n aanvang geneem het en die datum waarop dit beëindig is en dié werknemer se weekloon op die datum van sodanige beëindiging, moet vermeld.

14. VRYSTELLINGS.

(1) Dié beamppte wat kragtens artikel dertien (1) (c) van Wet No. 48 van 1953 aangewys is, word hierby die bevoegdheid verleen om aan of ten opsigte van enige persoon om 'n goeie rede van enigeen van die bepalings van hierdie Order vrystelling te verleen.

(2) Genoemde beamppte moet ten opsigte van enige persoon aan wie 'n vrystellingsertifikaat toegestaan is, die voorwaardes vastel waarop sodanige vrystelling van toepassing sal wees: Met dien verstande dat hy, na goedvinde, ná een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat mag intrek.

(3) Sodanige beamppte moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik, deur hom onderteken, wat die volgende vermeld:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepaling van die Order waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop vrystelling verleen word; en
 - (d) die geldigheidsduur van die vrystelling.
- (4) Sodanige beamppte moet—
- (a) toesien dat alle sodanige sertifikate agtereenvolgens genummer is;
 - (b) 'n afskrif van elke sodanige sertifikaat wat uitgereik is, hou; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van dié sertifikaat aan sodanige werknemer se werkgever besorg.

W. F. J. STEENKAMP, *Voorsitter.*
H. W. TINDALE, *Lid.*
P. R. VIVIERS, *Lid.*

J. T. LLEWELLYN, *Sekretaris.*
Pretoria, 16 Augustus 1962.

SCHEDULE.

I/We (a) _____
 carrying on the dairy 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 was _____ rand
 cents per week.

Date _____ Signature of Employer or
 Authorised Representative.

- (a) Delete whichever inapplicable.
 (b) State occupation in which employee was wholly or mainly
 engaged, e.g., clerk, delivery employee, labourer.

No. 1979.] [30 November 1962.
 WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
 REGULATIONS PUBLISHED UNDER WAR
 MEASURE No. 43 OF 1942, AS AMENDED.

DAIRY TRADE, DURBAN AND PINETOWN.

On behalf of the Minister of Labour, I, MARAIS
 VILJOEN, Deputy-Minister of Labour, in terms of sub-
 regulation (1) of regulation four of the regulations
 published under War Measure No. 43 of 1942, as amended,
 suspend the operation of the said regulations in respect
 of all employees for whom wages are prescribed in the
 order made by me in terms of sub-section (4) of section
 eleven of the Native Labour (Settlement of Disputes) Act,
 1953, in respect of the Dairy Trade, Durban and Pine-
 town, and published under Government Notice No. 1978
 of the 30th November, 1962.

M. VILJOEN,
 Deputy-Minister of Labour.

BYLAE.

Ek/Ons (a) _____
 wat sake doen in die Melkerybedryf te _____
 sertifiseer hierby dat _____
 by my/ons in diens was vanaf die _____ dag
 van _____ 19____ tot die _____ dag
 van _____ 19____ in die beroep van (b) _____.
 By diensbeëindiging was sy/haar (a) loon _____ rand
 sent per week.

Datum _____ Handtekening van Werkgewer of
 Gemagtigde Verteenwoordiger.

- (a) Skrap wat nie van toepassing is nie.
 (b) Vermeld beroep waarin werknemer uitsluitlik of hoofsaaklik
 werksaam was, bv. klerk, afleweringswerknemer, arbeider.

No. 1979.] [30 November 1962.
 WET OP OORLOGSMAATREELS, 1940.

OPSKORTING VAN LEWENSKOSTEREGULASIES
 GEPUBLISEER BY OORLOGSMAATREËL No.
 43 VAN 1942, SOOS GEWYSIG.

MELKERYBEDRYF, DURBAN EN PINETOWN.

Namens die Minister van Arbeid, skort ek, MARAIS
 VILJOEN, Adjunk-minister van Arbeid, kragtens sub-
 regulasie (1) van regulasie vier van die regulasies wat by
 Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubli-
 seer is, die toepassing van genoemde regulasies op ten
 opsigte van alle werknemers vir wie lone voorgeskryf word
 in die order wat ek kragtens subartikel (4) van artikel elf
 van die Wet op Naturelle-arbeid (Beslegting van Geskille),
 1953, ten opsigte van die Melkerybedryf, Durban en Pine-
 town uitgevaardig het en wat by Goewermentskennisgewing
 No. 1978 van 30 November 1962, gepubliseer is.

M. VILJOEN,
 Adjunk-minister van Arbeid.

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