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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1851.]

[18 November 1966.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 281.

BREAD AND CONFECTIONERY INDUSTRY,
CERTAIN AREAS.

By direction of the Minister of Labour it is hereby notified, in terms of section *fourteen* (2) of the Wage Act, 1957, that the Minister, under the powers vested in him by section *fourteen* (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Bread and Confectionery Industry, certain areas, and has fixed the 12th day of December, 1966, as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees in the Bread and Confectionery Industry in the Magisterial District of Pietermaritzburg, the Municipal Areas of Barkly West, Bloemfontein, Howick and Kimberley and the Town Board Area of Richmond (Natal) and to the employers of such employees.

2. DEFINITIONS.

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

- (i) "artisan" means an employee, other than a baker, who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section *six* of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section *two* (7) or section *seven* (3) of the said Act; (ii)

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1851.]

[18 November 1966.]

LOONWET, No. 5 VAN 1957.

LOONVASTELLING No. 281.

BROOD- EN BANKETNYWERHEID,
SEKERE GEBIEDE.

In opdrag van die Minister van Arbeid word hierby ingevolge artikel *veertien* (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel *veertien* (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Brood- en Banketnywerheid, sekere gebiede, gemaak het en die 12de dag van Desember 1966, bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN VASTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers in die Brood- en Banketnywerheid in die landdrosdistrik Pietermaritzburg, die munisipale gebiede van Barkly-Wes, Bloemfontein, Howick en Kimberley en die dorpsraadgebied van Richmond (Natal) en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWINGS.

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

- (i) "algemene werker" 'n werknemer wat werksaam is in een of meer van ondergenoemde hoedanighede, pligte of werksaamhede:—
- (1) Houtkiste uit reeds voorbereide duie aanmeekaarsit of reeds voorbereide kartondose of veselborddose met die hand opgerig;
 - (2) 'n ambagsman bystaan deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam te werk sonder om selfstandig gereedskap te gebruik;
 - (3) ketelbediener;
 - (4) die produkte van 'n berdyfsinrigting, houers, materiaal, gerei of ander artikels dra, optel of opstapel;

(ii) "automatic oven" means any travelling, tunnel or similarly shaped oven in which articles are baked while travelling on a conveyor belt at a speed and in a temperature so regulated that the articles emerge from the oven fully baked; (xxxvii)

(iii) "baker" means an employee who—

- (a) has had not less than four years' experience in the making of bread or confectionery, or
- (b) has served his apprenticeship in the trade of bread baking and confectionery in terms of the Apprenticeship Act, 1944;

who is engaged in any activity in the making of bread or confectionery and who supervises employees engaged in performing any one or more of the following operations:—

- (i) Icing, filling or finishing confectionery;
- (ii) knocking back dough by hand;
- (iii) making dough for bread;
- (iv) mixing ingredients;
- (v) putting dough or baking pans containing dough or confectionery mixtures into or removing bread or such baking pans from ovens, other than automatic ovens;
- (vi) putting moulded or shaped dough into baking pans ready for final proving or baking;
- (vii) regulating the temperatures of ovens;
- (viii) scaling confectionery mixtures and placing these in pans or other receptacles for cooking or baking;
- (ix) scaling, moulding, plaiting or shaping loaves;
- (x) weighing or measuring ingredients used in the making of confectionery; (iii)

(iv) "baker's assistant" means an employee who, under the supervision of a foreman baker or a baker, is engaged in—

- (i) operating any machine used in the making of bread or confectionery;
- (ii) performing any one or more of the operations mentioned in items (i) to (x), inclusive, in the definition of baker: Provided that an employee who performs none of the said operations other than putting pans containing dough into an automatic oven may be deemed not to be a baker's assistant; (iv)

(v) "baker's assistant, qualified," means a baker's assistant who has had not less than three months' experience; (v)

(vi) "baker's assistant, unqualified," means a baker's assistant who has had less than three months' experience; (vi)

(vii) "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; (xxii)

(viii) "bread", without limiting its ordinary meaning, includes buns, rolls and fancy breads; (xvi)

(ix) "Bread and Confectionery Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the manufacture or making of bread or confectionery or both for sale, and includes the distribution by such employers of bread or confectionery or both, and further includes all operations incidental to or consequent on any of the aforesaid activities; (xvii)

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

(xi) "clerk" means an employee who is engaged in writing, typing, filing 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; (xxiii)

(xii) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (xxvi)

(xiii) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (xxvii)

(xiv) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (xxiv)

(xv) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (xxv)

(xvi) "confectionery", without limiting its ordinary meaning, includes kitkes, cakes, pastries, rusks, pasties, pies, sausage rolls, scones, currant bread, doughnuts, mosbolletjies and any other yeast-raised goods, other than bread, but does not include wafers, ice-cream wafers or cones, dog or puppy biscuits, pretzel sticks or matzoes; (vii)

(5) wiele of buitebande omruil of lekkie heelmaak of bestelwaens skoonmaak, poleer, smeer, olie of bespuit;

(6) diere, persele, masjiene, meubels, gereedskap of viertuie skoonmaak;

(7) neute skoonmaak, kraak, maal of sorteer;

(8) vrugte skoonmaak of pitte daaruit haal;

(9) draborde, panne, blikke, kiste, gerei, vlamppype, skoorstene of roetkaste skoonmaak, smeer of vir gebruik voorberei;

(10) vleis of groente kook;

(11) brode of banket onder die toesig van 'n verpakker of verpakkersassistent tel;

(12) eiers kraak of die wit van die eiers van die geel skei;

(13) bolletjies oopsny om met room gevul te word;

(14) koekmengsels in fatsoene deur middel van 'n patroon sny;

(15) vleis met die hand sny of 'n vleismeule bedien;

(16) perforering of inkeping;

(17) deeg in vultregters gooi;

(18) petroltenks of verkoelers van motorvoertuie volmaak of wiele oppomp; voertuie met 'n handhystoestel of domkrag ophag of laat sak;

(19) voertuie onder toesig smeer;

(20) deeg met 'n masjiën terugslaan;

(21) klein duike aan motorbakke uitslaan of oppervlakke met 'n vyl gladmaak voordat dit geverf word;

(22) pakkette etiketteer of toedraai;

(23) brood, kiste of blikke etiketteer;

(24) latrines, buitegeboue of Bantoe kampongs witkalk;

(25) panne in laaste rysmasjiën plaas;

(26) laai of aflaai;

(27) tee of dergelyke drankte vir die werknemers of die werkgever maak of dit aan hulle bedien;

(28) vuurmaak, vure aan die gang hou of uittrek of as verwyder;

(29) diere of 'n bespanne voertuig versorg;

(30) sakke of kiste oop- of toemaak;

(31) 'n handbolletjieverdeler- of handpasteimasjiën bedien;

(32) 'n handvulmasjiën bedien;

(33) artikels van dieselfde grootte en getal verpak in houers wat spesiaal ontwerp is om dit te bevat;

(34) produkte van 'n bedryfsinrigting in draborde of dergelyke houers verpak vir opberging of aflewering aan 'n verpakker in die bedryfsinrigting;

(35) panne wat deeg bevat, in 'n outomatiese oond plaas of panne met brood daaruit haal;

(36) deeg uit 'n vormmasjiën haal en dit in panne plaas;

(37) verf op enige ander wyse as deur middel van 'n blaaslamp verwyder;

(38) bestelfietse heelmaak, met inbegrip van lekplekke heelmaak, speke omruil of wiele laat spoor;

(39) uniforms, oorpakke of ander beskermende klere heelmaak, stryk of was;

(40) beskadigde oppervlakke van motorbakke met skuurpapier afwerk voordat dit geverf word of sulke oppervlakke poleer nadat dit geverf is;

(41) meelblom met 'n masjiën sif;

(42) deeg meganies uitkantel;

(43) meelblom in 'n meganiese sif uitgooi;

(44) bestelwbediende se assistent;

(45) brood of banket was of verf;

(46) wag;

(47) volgens 'n gestelde skaal weeg om met 'n gestelde maat meet;

(48) etikette om pasteie draai, individuele produkte van 'n bedryfsinrigting toedraai of sodanige toegedraaide produkte verseel;

en omvat 'n werknemer wat nie uitdruklik elders in hierdie klousule genoem word nie; (xxxi)

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

- (xvii) "counterhand" means an employee engaged in selling bread or confectionery over the counter in an establishment and who may receive cash for goods sold; (xlii)
- (xviii) "counterhand, female, qualified," means a female counterhand who has had not less than three years' experience; (xlv)
- (xix) "counterhand, female, unqualified," means a female counterhand who has had less than three years' experience; (xlv)
- (xx) "counterhand, male, qualified," means a male counterhand who has had not less than four years' experience; (xliii)
- (xxi) "counterhand, male, unqualified," means a male counterhand who has had less than four years' experience; (xlv)
- (xxii) "day" means a period of twenty-four hours reckoned from the time an employee commences work; (xlvii)
- (xxiii) "delivery employee" means an employee who is engaged in delivering bread, confectionery, letters or other articles or messages from an establishment otherwise than by means of a motor vehicle, who may collect cash in the case of c.o.d. sales and accept written orders and who is responsible for goods taken out and cash received but who does not sell bread or confectionery or canvass for orders; (ix)
- (xxiv) "delivery employee, grade A," means a delivery employee who performs his duties by means of a two or three wheeled cycle, driven or assisted by a motor with an engine of a capacity not exceeding 50 c.c.; (x)
- (xxv) "delivery employee, grade B," means a delivery employee who performs his duties on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle; (xi)
- (xxvi) "driver" means an employee who, by means of a motor vehicle driven by himself, is engaged in delivering casual made-up orders of bread or confectionery or letters, other articles or messages from an establishment, who may collect cash in the case of c.o.d. sales and except written orders and who is responsible for goods taken out and cash received but who does not sell bread or confectionery or canvass for orders; (xxxii)
- (xxvii) "emergency work" means—
- (i) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay;
 - (ii) any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours;
 - (iii) any work connected with or arising out of a breakdown of plant or machinery; (xxxiv)
- (xxviii) "establishment" means any premises in or in connection with which one or more employees are employed in the Bread and Confectionery Industry; (viii)
- (xxix) "experience" means—
- (a) in relation to a clerk or a counterhand, the total period or periods of employment which an employee has had as a clerk or counterhand, respectively, in any trade whatsoever or in the service of the State;
 - (b) in relation to any other employee, the total period or periods of employment which such employee has had in the making of bread or confectionery, other than as a general worker, in the Bread and Confectionery Industry; (xxxv)
- (xxx) "foreman baker" means a baker who is in control of a shift engaged in making bread or confectionery; (xlix)
- (xxxi) "general worker" means an employee who is engaged in any one or more of the following capacities, duties or operations:—
- (1) Assembling wooden boxes from ready-prepared shooks or setting up by hand ready-made cardboard or fibre board boxes;
 - (2) assisting an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools;
 - (3) boiler attendant;
 - (4) carrying, lifting or stacking products of an establishment, containers, materials, utensils or other articles;
 - (5) changing wheels or tyres or repairing punctures or cleaning, polishing, greasing, oiling or spraying vans;
 - (6) cleaning animals, premises, machines, furniture, tools or vehicles;
 - (7) cleaning, cracking, grinding or sorting nuts;
 - (8) cleaning or stoning fruit;
 - (9) cleaning, greasing or preparing for use trays, pans, tins, boxes, utensils, flues, smoke stacks or soot boxes;
 - (10) cooking meat or vegetables;
- (iii) "bakker" 'n werknemer wat—
- (a) minstens vier jaar ondervinding van die maak van brood of banket gehad het, of
 - (b) ooreenkomstig die Wet op Vakleerlinge, 1944, sy leertyd in die bak- en banketbedryf deurgemaak het,
- wat enige werk in verband met die maak van brood of banket verrig en wat toesig hou oor werknemers wat een of meer van ondergenoemde werksaamhede verrig:—
- (i) Banket vul of afwerk of met versiersuiker versier;
 - (ii) deeg met die hand terugslaai;
 - (iii) deeg vir brood maak;
 - (iv) bestanddele meng;
 - (v) deeg of bakpanne wat deeg of banketmengsels bevat in oonde, uitgesonderd outomatiese oonde, insteek of brood of sulke bakpanne daaruit haal;
 - (vi) gevormde of gefatsoeneerde deeg in bakpanne sit in gereedheid vir finale rys of bak;
 - (vii) die temperatuur van oonde reël;
 - (viii) banketmengsels afweeg en dit in panne of ander houers vir kook of bak plaas;
 - (ix) brode weeg, vorm, vleg of fatsoeneer;
 - (x) bestanddele wat in die maak van banket gebruik word, weeg, afmeet of meng; (iii)
- (iv) "bakkersassistent" 'n werknemer wat onder die toesig van 'n voormanbakker of 'n bakker—
- (i) enige masjien bedien wat gebruik word vir die maak van brood of banket;
 - (ii) een of meer van die werksaamhede verrig wat in items (i) tot en met (x) in die woordskrywing van bakker vermeld word: Met dien verstande dat 'n werknemer wat geeneen van genoemde werksaamhede verrig nie uitgesonderd die insteek van panne met deeg in 'n outomatiese oond, nie as 'n bakkersassistent geag hoef te word nie; (iv)
- (v) "bakkersassistent, gekwalifiseer", 'n bakkersassistent met minstens drie maande ondervinding; (v)
- (vi) "bakkersassistent, ongekwalifiseer", 'n bakkersassistent met minder as drie maande ondervinding; (vi)
- (vii) "banket" sonder om die gewone betekenis daarvan te beperk, omvat kitkes, koeke, soetgebak, beskuit, pastei, vleispastei, worsrolletjies, botterbroodjies, rosyntjiebrood, oliebolle, mosbolletjies en ander goedere wat met suurdeeg gemaak word, uitgesonderd brood, maar omvat nie wafels, roomyswafels of -keëls, honde- en jonghondebeskuit, pretzelstokkies of matzos nie; (xvi)
- (viii) "bedryfsinrigting" alle persele waarin of in verband waarmee een of meer werknemers in diens is in die brood- en Banketnywerheid; (xxviii)
- (ix) "besteller" 'n werknemer wat brood, banket, briewe of ander artikels of boodskappe van 'n bedryfsinrigting op 'n ander manier as per motorvoertuig aflewer en wat in die geval van k.b.a-verkope kontant kan invorder en skriftelike bestellings kan aanneem en wat verantwoordelik is vir goedere wat uitgeneem en kontant wat ontvang word maar wat nie brood of banket verkoop of bestellings werf nie; (xxiii)
- (x) "besteller graad A" 'n besteller wat sy pligte verrig deur middel van 'n twee- of driewielers wat of deur 'n hulpmotor of motor met 'n enjinkapasiteit van hoogstens 50 cm³ aangedryf word; (xxiv)
- (xi) "besteller graad B" 'n besteller wat sy pligte te voet of deur middel van 'n trapfiets, driewiel of ander hand- of voetvoertuig verrig; (xxv)
- (xii) "bestelwa" 'n diervoertuig of 'n motorvoertuig wat gebruik word vir die vervoer van brood of banket; (xlv)
- (xiii) "bestelwabediende" 'n werknemer—
- (a) wat in beheer van 'n bestelwa op 'n ronde is; of
 - (b) wat brood of banket uit 'n bestelwa verkoop of bestellings vir brood of banket werf; en
 - (c) wat aanspreeklik is vir die kontant wat uit hoofde van sodanige verkoop van brood of banket ontvang word;
- en wat brood of banket uit 'n bestelwa kan aflewer en die bestelwa kan bestuur; (xlvii)
- (xiv) "bestelwabediende se assistent" 'n werknemer wat onder die toesig van 'n bestelwabediende brood of banket uit 'n bestelwa aflewer of verkoop maar wat nie 'n bestelwa bestuur nie; (xlviii)
- (xv) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene—
- (a) toesig oor,
 - (b) verantwoordelikheid vir, en
 - (c) leiding van
- die bedrywighede van 'n bedryfsinrigting en die werknemers wat daarin werk; (xxxiv)
- (xvi) "brood" sonder om die gewone betekenis daarvan te beperk, omvat bolletjies, rolle en luuksebrood; (viii)

- (11) counting loaves or confectionery under the supervision of a packer or packer's assistant;
- (12) cracking eggs or separating the white of the eggs from the yolks;
- (13) cutting buns for creaming;
- (14) cutting cake mixtures into shapes by means of a template;
- (15) cutting meat by hand or operating a mincing machine;
- (16) docking or notching;
- (17) feeding dough into hoppers;
- (18) filling motor vehicle petrol tanks or radiators, or inflating tubes; raising or lowering vehicles by means of a hand hoist or jack;
- (19) greasing machines under supervision;
- (20) knocking back dough by machine;
- (21) knocking out small dents on bodies of motor vehicles or smoothing surfaces by filing prior to painting;
- (22) labelling or wrapping parcels;
- (23) labelling bread, boxes or tins;
- (24) lime-washing latrines, outbuildings or Bantu compounds;
- (25) loading tins in final prover;
- (26) loading or unloading;
- (27) making tea or similar beverages for, or serving tea or similar beverages to, employees or the employer;
- (28) making, maintaining or drawing fires or removing ashes;
- (29) minding animals or an animal-drawn vehicle;
- (30) opening or closing bags or boxes;
- (31) operating a hand bun divider or hand pie machine;
- (32) operating a hand filling machine;
- (33) packing articles of uniform size and number into containers specially designed to contain them;
- (34) packing products of an establishment into trays or similar containers for storage or delivery to a packer in the establishment;
- (35) putting pans containing dough into, or removing pans containing bread from, an automatic oven;
- (36) receiving dough from a moulding machine and placing it into baking tins;
- (37) removing paints in any way other than by means of a blowlamp;
- (38) repairing delivery bicycles, including mending punctures, replacing spokes or aligning wheels;
- (39) repairing, ironing or washing uniforms, overalls or other protective clothing;
- (40) rubbing down damaged areas on bodies of motor vehicles with water paper prior to painting or polishing such areas after painting;
- (41) sieving flour by mechanical means;
- (42) tipping dough by mechanical means;
- (43) tipping flour into a mechanical sieve;
- (44) vanman's assistant;
- (45) washing or painting bread or confectionery;
- (46) watchman;
- (47) weighing to a set scale or measuring to a set measure;
- (48) wrapping labels round pies, wrapping individual products of an establishment or sealing such wrapped products;

and includes an employee not specifically elsewhere mentioned in this clause; (i)

(xxxii) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment or in painting machinery or equipment and who may effect minor repairs or renovations on buildings; (xx)

(xxxiii) "inspector" means an employee who is engaged in supervising the work of two or more vanmen; (xxi)

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

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

the activities of an establishment and the employees engaged therein; (xv)

(xxxv) "motor vehicle" means any power-driven vehicle with an engine capacity exceeding 50 c.c. used for conveying goods and includes a mechanical horse and a tractor; (xxxiii)

(xvii) "Brood- en Banketnywerheid" die nywerheid waarin werkgewers en werknemers geassosieer is in bedryfs-inrigtings wat geregistreer is of aan registrasie kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, onderworpe is, vir die doel om brood of banket of albei vir verkoop te maak of te vervaardig, en omvat dit die verspreiding deur sulke werkgewers van brood of banket of albei en verder omvat dit alle werksaamhede wat daarby hoort of uit enigeen van die voornoemde werksaamhede voortvloei; (ix)

(xviii) "dag" 'n tydperk van 24 uur gereken vanaf die tyd wat 'n werknemer begin werk; (xxii)

(xix) "eie gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegeef op 'n lisensie of sertifikaat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik deur enige owerheid wat by Wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielige motorfiets, bromponie of bromfiets of trapfiets met hulpmotor met 'n kapasiteit van hoogstens 50cm³, die eie gewig geag word hoogstens 1,000 lb. te wees; (xlv)

(xx) "faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of toerusting of wat masjinerie of toerusting verf en wat kleinere herstelwerk aan geboue kan doen of dit opknop; (xxxii)

(xxi) "inspekteur" 'n werknemer wat oor die werk van twee of meer bestelwbediendes toesig hou; (xxxiii)

(xxii) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en die stoomdruk in 'n stoomketel instandhou en wat die vuur in so 'n stoomketel kan maak of stook of daaruit haal; (vii)

(xxiii) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en omvat dit ook 'n kassier en 'n telefonis, maar omvat geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk 'n deel van sodanige werknemer se werk kan uitmaak; (xi)

(xxiv) "klerk, man, gekwalifiseer" 'n manlike klerk met minstens vyf jaar ondervinding; (xiv)

(xxv) "klerk, man, ongekwalifiseer" 'n manlike klerk met minder as vyf jaar ondervinding; (xv)

(xxvi) "klerk, vrou, gekwalifiseer" 'n vroulike klerk met minstens vier jaar ondervinding; (xii)

(xxvii) "klerk, vrou, ongekwalifiseer" 'n vroulike klerk met minder as vier jaar ondervinding; (xiii)

(xxviii) "korttyd" 'n tydelike vermindering in die getal gewone werke te wyte aan 'n slapte in die bedryf, 'n tekort aan grondstowwe of die feit dat die masjinerie of instal-lasie uit orde is of dat die geboue onbruikbaar is of dreig om dit te word; (xliii)

(xxix) "loon" die geldbedrag aan 'n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werke soos voorgeskryf by klousule 5: Met dien verstande—

(i) dat, as 'n werkgewer 'n werknemer gereeld vir sodanige gewone werke 'n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dit dié hoër bedrag beteken;

(ii) dat die eerste voorbehoudsbepaling nie so uitgelê moet word nie dat dit enige besoldiging bedoel of omvat wat 'n werknemer, wat in diens is op enige grondslag wat in klousule 9 bepaal word, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie; (xlix)

(xxx) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer werk; (x)

(xxxi) "magasynman" 'n werknemer wat verantwoordelik is vir die ontvang, opberging of uitreiking van artikels of materiaal wat in 'n bedryfsinrigting vir die maak van brood of banket gebruik word; (xliv)

(xxxii) "motorbestuurder" 'n werknemer wat met 'n motorvoertuig wat hy self bestuur, bestellings van brood of banket wat toevallig bestel is, of briewe, ander artikels of boodskappe van 'n bedryfsinrigting aflewer, wat kontant in die geval van k.b.a.-verkope kan invorder en skriftelike bestellings kan aanneem en wat verantwoorde-lik is vir goedere wat uitgeneem en kontant wat ontvang word maar wat nie brood of banket verkoop of bestel-lings werf nie; (xxvi)

(xxxiii) "motorvoertuig" 'n kragaangedrewe voertuig wat vir die vervoer van goedere gebruik word en 'n enjinkapasiteit van meer as 50 cm³ het en omvat dit 'n voorhaker en 'n trekker; (xxxv)

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

- (i) an employee, other than a shiftworker, works for his employer on a Sunday;
- (ii) a shift worker works for his employer on his day of rest; (xxxvi)

(xxxvii) "packer" means an employee who is in charge of the receiving, checking, assembling or packing of bread or confectionery for despatch or delivery from an establishment, including the weighing or addressing of packages; (xlvii)

(xxxviii) "packer's assistant" means an employee, other than a general worker, who, under the supervision of an employee in receipt of a regular wage of not less than that prescribed in his area for a packer, is engaged in receiving, checking, assembling or packing bread or confectionery for despatch or delivery or weighing or addressing packages; (xlviii)

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

(xl) "senior managerial, professional or administrative employee" means an employee who is charged by his employer with work entailing responsibility for taking decisions of a professional, technical or administrative character in the conduct of the activities of an establishment; (xxxviii)

(xli) "shift" means a group of employees who work together in making bread or confectionery in an establishment during any number of hours which, except for meal intervals, are consecutive; (xxxix)

(xlii) "shift worker" means any employee who is part of a group constituting a shift and includes a packer, packer's assistant and a storeman; (xl)

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

(xliv) "storeman" means an employee who is responsible for receiving storing or issuing articles or materials used in an establishment in the making of bread or confectionery; (xxxix)

(xlv) "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 two or three-wheeled motor cycle, motor scooter or auticycle or cycle fitted with an auxiliary engine of a capacity exceeding 50 c.c. the unladen weight shall be deemed not to exceed 1,000 lb.; (xix)

(xlv) "van" means any animal-drawn vehicle or any motor vehicle used for the conveyance of bread or confectionery; (xii)

(xlvii) "vanman" means an employee—

- (a) who is in charge of a van on a round; or
- (b) who sells bread or confectionery from a van or canvasses for orders for the sale of bread or confectionery; and
- (c) who is responsible for cash received from such sale of bread or confectionery;

and who may deliver bread or confectionery from a van and drive the van; (xiii)

(xlviii) "vanman's assistant" means an employee who, under the supervision of a vanman, is engaged in delivering or selling bread or confectionery from a van, but who does not drive a van; (xiv)

(xlix) "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; (xxix)

(xxxiv) "noodwerk"—

- (i) alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word;
- (ii) alle werk in verband met die laai of aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;
- (iii) alle werk in verband met of wat voortspruit uit 'n onklaarraking van installasie of masjinerie; (xxvii)

(xxxv) "ondervinding"—

- (a) met betrekking tot 'n klerk of toonbankbediende, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n klerk of toonbankbediende in water bedryf ook al of in diens van die Staat werksaam was;
- (b) met betrekking tot enige ander werknemer, die totale tydperk of tydperke wat sodanige werknemer in die maak van brood of banket, na gelang van die geval, behalwe as 'n algemene werker, in die Brood- en Banketnywerheid werksaam was; (xxix)

(xxxvi) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer gedurende 'n week of op 'n dag, na gelang van die geval, vir sy werkgever werk en wat langer is as die onderskeie gewone werkure wat in subklousule (1) of (2) van klousule 5 vir sodanige werknemer voorgeskryf word, maar omvat geen tydperk waarin—

- (i) 'n werknemer, uitgesonderd 'n skofwerker, vir sy werkgever op 'n Sondag werk nie;
- (ii) 'n skofwerker vir sy werkgever op sy rusdag werk nie; (xxxvi)

(xxxvii) "outomatiese oond" 'n bewegende oond, 'n tonneloond of 'n oond van soortgelyke vorm waarin artikels gebak word onderwyl hulle op 'n vervoerband voortbeweeg teen 'n spoed en temperatuur wat so gereël word dat die artikels klaar gebak uit die oond kom; (ii)

(xxxviii) "senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur sy werkgever belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem; (xl)

(xxxix) "skof" 'n groep werknemers wat saam werk by die maak van brood of banket in 'n bedryfsinrigting gedurende enige aantal ure wat, behalwe wat etenspouses betref, aaneenloop; (xli)

(xl) "skofwerker" 'n werknemer wat deel van 'n groep is waaruit 'n skof bestaan en omvat 'n verpakker, verpakkersassistent en 'n magasynman; (xlii)

(xli) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer word; (xxxix)

(xlii) "toonbankbediende" 'n werknemer wat brood of banket oor die toonbank in 'n bedryfsinrigting verkoop en wat kontant vir verkoopte goedere kan ontvang; (xvii)

(xliii) "toonbankbediende, man, gekwalifiseer", 'n manlike toonbankbediende met minstens vier jaar ondervinding; (xx)

(xliiv) "toonbankbediende, man, ongekwalifiseer", 'n manlike toonbankbediende met minder as vier jaar ondervinding; (xxi)

(xlv) "toonbankbediende, vrou, gekwalifiseer" 'n vroulike toonbankbediende met minstens drie jaar ondervinding; (xviii)

(xlv) "toonbankbediende, vrou, ongekwalifiseer" 'n vroulike toonbankbediende met minder as drie jaar ondervinding; (xix)

(xlvii) "verpakker" 'n werknemer wat beheer het oor die ontvang, nagaan, versamel of verpakking van brood of banket vir versending of aflewering uit 'n bedryfsinrigting, met inbegrip van die weeg of adresseer van pakette; (xxxvii)

(xlviii) "verpakkersassistent" 'n werknemer, uitgesonderd 'n algemene werker, wat onder die toesig van 'n werknemer wat 'n gereelde loon ontvang van minstens dié wat in sy gebied vir 'n verpakker voorgeskryf word, brood of banket vir versending of aflewering ontvang, nagaan, versamel of verpak, of pakette weeg of adresseer; (xxxviii)

(xlix) "voormanbakker" 'n bakker wat in beheer is van 'n skof wat brood of banket maak; (xxx)

(l) "watchman" means an employee who is engaged in guarding premises or property; (l)

(li) "work day", except in relation to a watchman, means any day, other than a Sunday or a public holiday, on which an employee normally works. (li)

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

3. REMUNERATION.

(1) The minimum wage 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)

	In the Municipal Areas of Bloemfontein and Kimberley and the Magis- terial District of Pieter- maritzburg.	In the Municipal Areas of Barkly West and Howick and the Town Board Area of Richmond (Natal).
	Per Week. R	Per Week. R
Artisan.....	34.00	30.00
Baker.....	24.00	20.00
Baker's assistant, qualified.....	11.00	8.00
Baker's assistant, unqualified.....	9.00	6.00
Clerk, female, qualified.....	19.15	13.85
Clerk, female, unqualified—		
During the first year of experience.....	9.92	9.23
During the second year of experience.....	12.23	10.38
During the third year of experience.....	14.54	11.54
During the fourth year of experience.....	16.85	12.69
Clerk, male, qualified.....	24.70	20.77
Clerk, male, unqualified—		
During the first year of experience.....	10.15	9.69
During the second year of experience.....	12.92	11.89
During the third year of experience.....	15.69	14.08
During the fourth year of experience.....	18.46	16.27
During the fifth year of experience.....	21.46	18.46
Counterhand, female, qualified.....	16.85	12.69
Counterhand, female, unqualified—		
During the first year of experience.....	9.92	9.23
During the second year of experience.....	12.23	10.38
During the third year of experience.....	14.54	11.54
Counterhand, male, qualified.....	21.46	18.46
Counterhand, male, unqualified—		
During the first year of experience.....	10.15	9.69
During the second year of experience.....	12.92	11.89
During the third year of experience.....	15.69	14.08
During the fourth year of experience.....	18.46	16.27
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.....	8.50	8.50
(ii) exceeds 1,000 lb. but not 6,000 lb.....	14.00	14.00
(iii) exceeds 6,000 lb.....	17.00	17.00
Foreman baker.....	36.00	32.00
Handyman.....	15.00	13.50
Inspector.....	25.00	21.00
Packer.....	22.00	19.00
Packer's assistant.....	8.00	5.00
Storeman.....	22.00	19.00
Vanman.....	20.00	20.00

(l) "wag" 'n werknemer wat persele of eiendom bewaak; (l)
(li) "werkdag" behalwe ten opsigte van 'n wag, enige dag, uitgesonderd 'n Sondag of 'n openbare vakansiedag, waarop 'n werknemer gewoonlik werk. (li)

(2) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitend of hoofsaaklik in diens is.

3. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever aan elkeen van sy werknemers in ondergenoemde klasse moet betaal, word hieronder uiteengesit:—

(a) Werknemers, uitgesonderd los werknemers.

(i)

	In die muni- cipale ge- biede van Bloemfontein en Kimberley en die land- drosdistrik Pieter- maritzburg. Per week. R	In die muni- cipale ge- biede van Barkly-Wes en Howick, en die dorps- raadgebied van Rich- mond (Natal). Per week. R
Ambagsman.....	34.00	30.00
Bakker.....	24.00	20.00
Bakkersassistent, gekwalifiseer.....	11.00	8.00
Bakkersassistent, ongekwalifiseer.....	9.00	6.00
Klerk, vrou, gekwalifiseer.....	19.15	13.85
Klerk, vrou, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	9.92	9.23
Gedurende die tweede jaar onder- vinding.....	12.23	10.38
Gedurende die derde jaar onder- vinding.....	14.54	11.54
Gedurende die vierde jaar onder- vinding.....	16.85	12.69
Klerk, man, gekwalifiseer.....	24.70	20.77
Klerk, man, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	10.15	9.69
Gedurende die tweede jaar onder- vinding.....	12.92	11.89
Gedurende die derde jaar onder- vinding.....	15.69	14.08
Gedurende die vierde jaar onder- vinding.....	18.46	16.27
Gedurende die vyfde jaar onder- vinding.....	21.46	18.46
Toonbankbediende, vrou, gekwalifi- seer.....	16.85	12.69
Toonbankbediende, vrou, onge- kwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	9.92	9.23
Gedurende die tweede jaar onder- vinding.....	12.23	10.38
Gedurende die derde jaar onder- vinding.....	14.54	11.54
Toonbankbediende, man, gekwa- lifiseer.....	21.46	18.46
Toonbankbediende, man, ongekwa- lifiseer—		
Gedurende die eerste jaar onder- vinding.....	10.15	9.69
Gedurende die tweede jaar onder- vinding.....	12.92	11.89
Gedurende die derde jaar onder- vinding.....	15.69	14.08
Gedurende die vierde jaar onder- vinding.....	18.46	16.27
Bestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die eie gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—		
(i) nie meer as 1,000 lb. is nie... ..	8.50	8.50
(ii) meer as 1,000 lb. is maar nie meer as 6,000 lb.	14.00	14.00
(iii) meer as 6,000 lb. is.....	17.00	17.00
Voormanbakker.....	36.00	32.00
Faktotum.....	15.00	13.50
Inspekteur.....	25.00	21.00
Verpakker.....	22.00	19.00
Verpakkersassistent.....	8.00	5.00
Magasynman.....	22.00	19.00
Bestelwagbediende.....	20.00	20.00

(ii)

	In the Municipal Areas of Bloemfontein and Kimberley.		In the Magisterial District of Pietermaritzburg.		In the Municipal Areas of Barkly West and Howick.		In the Town Board Area of Richmond (Natal).	
	During the first year after this Determination becomes binding.	Thereafter.	During the first year after this Determination becomes binding.	During the second year after this Determination becomes binding.	Thereafter.	During the first year after this Determination becomes binding.	During the second year after this Determination becomes binding.	Thereafter.
	Per Week. R.	Per Week. R.	Per Week. R.	Per Week. R.	Per Week. R.	Per Week. R.	Per Week. R.	Per Week. R.
Delivery employee, grade A.....	8.00	8.50	8.00	8.25	8.50	8.00	8.25	8.50
Delivery employee, grade B.....	6.75	7.25	6.50	6.75	7.00	5.00	5.25	5.50
General worker—								
Female.....	5.30	5.60	5.00	5.20	5.40	3.80	4.00	4.20
Male of the age of 18 years or over....	6.60	7.00	6.25	6.50	6.75	4.75	5.00	5.25
Male under the age of 18 years.....	5.00	5.25	4.70	4.90	5.00	3.55	3.75	3.95

(ii)

	In die munisipale gebiede van Bloemfontein en Kimberley.		In die landdrostrik Pietermaritzburg.		In die munisipale gebiede van Barkly-Wes en Howick.		In die dorpsraadgebied van Richmond (Natal).	
	Gedurende eerste jaar nadat dié Vastelling bindend word.	Daarna.	Gedurende eerste jaar nadat dié Vastelling bindend word.	Gedurende tweede jaar nadat dié Vastelling bindend word.	Daarna.	Gedurende eerste jaar nadat dié Vastelling bindend word.	Gedurende tweede jaar nadat dié Vastelling bindend word.	Daarna.
	Per week. R.	Per week. R.	Per week. R.	Per week. R.	Per week. R.	Per week. R.	Per week. R.	Per week. R.
Besteller, graad A.....	8.00	8.50	8.00	8.25	8.50	8.00	8.25	8.50
Besteller, graad B.....	6.75	7.25	6.50	6.75	7.00	5.00	5.25	5.50
Algemene werksman—								
Vrou.....	5.30	5.60	5.00	5.20	5.40	3.80	4.00	4.20
Man 18 jaar oud of ouer.....	6.60	7.00	6.25	6.50	6.75	4.75	5.00	5.25
Man onder die leeftyd van 18 jaar....	5.00	5.25	4.70	4.90	5.00	3.55	3.75	3.95

(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 an 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" means the weekly wage prescribed for a qualified employee of that class and provided further that, where an employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than fifty per cent.

(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 wage higher than that of his own class, or
- 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—

- in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and,
- 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 the employee was receiving for his ordinary work:

Provided 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;
- unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee;

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

(2) *Kontrakbasis.*—By die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer op 'n weeklikse grondslag berus en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), saamgelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word in die gebied waarin hy werk, en wel ongeag die vraag of hy in so 'n week die maksimum getal gewone werke wat ingevolge klousule 5 vir hom geld, dan wel minder, gewerk het.

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

- 'n hoër loon as dié van sy eie klas, of
- 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet vir dié dag aan so 'n werknemer as volg betaal:—

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

Met dien verstande—

- dat die bepalings van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus nie;
- dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vastelling só uitgelê mag word dat dit 'n werkgewer belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie;

(iii) a driver or delivery employee who on any day sells bread or confectionery or canvasses for orders for the sale of bread or confectionery or a vanman's assistant who on any day canvasses for orders for the sale of bread or confectionery shall for that day be deemed to be a vanman and his employer shall pay him for such day a wage of not less than the daily wage prescribed for a vanman, irrespective of whether such selling or canvassing occupied longer or less than one hour;

(iv) a vanman's assistant who on any day drives a van shall for that day be deemed to be a driver and his employer shall pay him for such day a wage of not less than the daily wage prescribed for a driver, with due regard to the unladen weight of the van, irrespective of whether such driving occupied longer or less than one hour.

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

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work which he ordinarily works in a week.

(5) *Bicycle Allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than forty cents per week or, if he is a casual employee, not less than eight cents per day.

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 a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- the employer's name;
- the employee's name or his number on the pay roll and his occupation;
- the number of ordinary hours of work worked by the employee;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- 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.

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

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

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

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

Per Week. Per Month.

	R	R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and lodging.....	1.20	5.20;

(iii) dat 'n motorbestuurder of besteller wat op enige dag brood of banket verkoop of bestellings werf vir die verkoop van brood of banket of 'n bestelwabediende se assistent wat op enige dag bestellings werf vir die verkoop van brood of banket, vir daardie dag 'n bestelwabediende geag word en moet sy werkgewer hom vir sodanige dag minstens die dagloon betaal wat vir 'n bestelwabediende voorgeskryf word, ongeag of sodanige verkoop of werwing langer of korter as een uur geduur het;

(iv) dat 'n bestelwabediende se assistent wat op enige dag 'n bestelwa dryf, vir daardie dag 'n motorbestuurder geag word en moet sy werkgewer hom vir sodanige dag minstens die dagloon betaal wat vir 'n motorbestuurder voorgeskryf word, met inagneming van die eie gewig van die bestelwa, ongeag of sodanige dryf langer of korter as een uur geduur het.

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

(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 gewone werkure wat hy in die reël in 'n week werk.

(5) *Fietstoelae.*—'n Werkgewer wat vereis dat 'n werknemer in die uitvoering van sy pligte sy eie fiets gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae betaal van minstens 40 sent per week, of, as hy 'n los werknemer is, minstens agt sent per dag.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (4), moet iedere bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure of binne vyftien minute na staking van werk op die dag waarop die bedryfsinrigting so 'n werknemer gewoonlik betaal, of by diensbeëindiging, as dit vóór die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop aangegee word, of wat vergesel gaan van 'n staat wat aantoon—

- die werkgewer se naam;
- die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die werknemer se loon;
- die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;
- besonderhede omtrent enige bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

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

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks vir die indiensneming of opleiding van 'n werknemer aan 'n werkgewer betaal of deur hom aangeneem word nie.

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

(5) *Kos en inwoning.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie vereis dat sy werknemer by hom of by enige ander persoon of plek deur hom aangewys, eet of inwoon of eet en inwoon nie.

(6) *Aftrappings.*—'n Werkgewer mag sy werknemer geen boetes, ople of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegeld van vakverenigings;
- behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgewer uit sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat so 'n werknemer ten tyde van sodanige afwesigheid vir sy gewone werkure ontvang het;
- iedere bedrag wat 'n werkgewer by wet of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- wanneer 'n werknemer daarmee instem, of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om kos en inwoning of kos of inwoning van sy werkgewer aan te neem; 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

Per week. Per maand.

	R	R
(i) Kos.....	0.80	3.47
(ii) Inwoning.....	0.40	1.73
(iii) Kos en inwoning.....	1.20	5.20

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

- (i) such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- (ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of supplies, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
- (iii) no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery or a 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 Bantu 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, other than a casual employee, to work more ordinary hours of work than—

(a) in the case of a delivery employee, driver, inspector, vanman or a vanman's assistant—

- (i) forty-eight in any week from Monday to Saturday, inclusive, and
- (ii) eight on any day;

(b) in the case of a shift worker—

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

(c) in the case of any 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 any one day do not exceed five, in which case the hours on any of the other days may be extended to eight and a half.

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

(3) An employer shall not require or permit his delivery employee, driver, inspector, vanman or vanman's assistant to commence work earlier than 5 o'clock a.m. or to leave his employer's establishment for the sale or delivery of bread or confectionery earlier than 5.30 o'clock a.m. nor to work after 5.30 o'clock p.m. on any day and such employee shall not, except through circumstances beyond his control such as an act of God or a breakdown of his vehicle, return to his employer's establishment later than 5 o'clock p.m. on any day: Provided that any such employee may be required or permitted—

- (i) for the purpose of delivering bread or confectionery to a railway station for despatch by train or to a hospital;
- (ii) during the period 20th to 31st December, inclusive;
- (iii) on the Thursday immediately preceding Good Friday;
- (iv) for a period not exceeding one week in any year during the holding of an agricultural show;
- (v) on a Saturday,

to commence work at 4.30 o'clock a.m. and to leave his employer's establishment at 5 o'clock a.m.

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

- (i) periods of work interrupted by intervals of less than half an hour, except when proviso (iv) applies, shall be deemed to be continuous;
- (ii) if such interval be longer than half an hour, any period in excess of one hour shall be deemed to be time worked;
- (iii) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

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

- (i) dat sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een derde van die werknemer se weekloon is;
- (ii) dat geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) dat ten opsigte van korttyd weens die feit dat die masjinerie of installasie uit orde is, of die geboue onbruikbaar is of dreig om dit te word, geen aftrekking geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het aan huur van 'n huis of aan huisvesting in 'n tehuis, wat die werknemer in 'n lokasie of Bantodorp onder die beheer van so 'n raad of ander plaaslike bestuur bewoon.

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

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

(a) wat 'n besteller, bestelwabediende, bestelwabediende se assistent, 'n motorbestuurder of 'n inspekteur betref—

- (i) 48 in enige week van Maandag tot en met Saterdag; en
- (ii) agt op enige dag;

(b) in die geval van 'n skofwerker—

- (i) 46 in 'n week van Sondag tot en met Saterdag, en
- (ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op enige enkele dag hoogstens vyf is, en in dié geval kan die ure op enigen van die ander dae tot 8½ verleng word;

(c) wat enige ander werknemer betref—

- (i) 46 in enige week van Maandag tot en met Saterdag; en
- (ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag nie meer as vyf is nie, wanneer die ure op enigen van die orige dae tot agt en 'n half verleng kan word.

(2) 'n Werkgewer mag nie vereis of toelaat dat 'n los werknemer meer gewone werkure as agt op 'n dag werk nie.

(3) 'n Werkgewer mag nie van sy besteller, motorbestuurder, inspekteur, bestelwabediende of bestelwabediende se assistent, vereis of hom toelaat om voor 5-uur vm. te begin werk of om sy werkgewer se bedryfsinrigting vir die verkoop of aflewering van brood of banket voor 5.30 vm. te verlaat of om ná 5.30 nm. op enige dag te werk nie, en sodanige werknemer mag nie, behalwe weens omstandighede buite sy beheer soos 'n natuur-ramp of 'n onklaarraking van sy voertuig, na sy werkgewer se bedryfsinrigting ná 5-uur nm. op enige dag terugkeer nie: Met dien verstande dat sodanige werknemer verplig of toegelaat kan word—

- (i) vir die doel om brood of banket op 'n spoorwegstasie vir versending per trein of by 'n hospitaal af te lewer;
- (ii) gedurende die tydperk 20 tot en met 31 Desember;
- (iii) op die Donderdag onmiddellik voor Goeie Vrydag;
- (iv) vir 'n tydperk van hoogstens een week in 'n jaar gedurende 'n landboukou;
- (v) op 'n Saterdag;

om op 4.30 vm. te begin werk en om sy werkgewer se bedryfsinrigting om 5-uur vm. te verlaat.

(4) *Etenspouses.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as vyf uur aaneen werk sonder 'n etens-pouse van minstens een uur waarin so 'n werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en dié pouse word geag geen deel van die gewone werkure of oortydwerk te vorm nie: Met dien verstande—

- (i) dat werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aaneen te loop, behalwe wanneer voorbehoudsbepaling (iv) van toepassing is;
- (ii) dat, as so 'n pouse langer as 'n halfuur duur, elke tydperk van meer as 'n uur geag word tyd te wees waarin daar gewerk is;
- (iii) dat slegs een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(iv) 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.

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

(6) *Limitation of Overtime.*—An employer shall not require or permit his 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 week:

Provided that during the week commencing on the Monday preceding Easter Monday and the period from the 12th to the 31st of December, inclusive, in any year the daily and weekly limitations of overtime may be exceeded by one hour and five hours, respectively.

(7) *Female Employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) after 1 o'clock p.m. on more than five days a week;
- (c) overtime for more than two hours on any day;
- (d) overtime on more than three consecutive days in any week;
- (e) overtime on more than sixty days in any year;
- (f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
 - (iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(8) *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:

Provided that an employer, who requires or permits his employee to work excess overtime in accordance with the proviso to sub-clause (6), shall pay such employee in respect of such overtime at a rate of not less than one and one-half times his ordinary wage.

(9) *Day of Rest.*—An employer shall grant to each of his shift workers a day of rest of twenty-four consecutive hours in every week but, if an employer requires or permits such an employee to work on his day of rest, the hours worked shall not form part of the ordinary hours of work prescribed in sub-clause (1).

(10) *Savings.*—(a) The provisions of sub-clause (4) shall not apply to a delivery employee, a driver, an inspector, a vanman or a vanman's assistant.

(b) The provisions of sub-clauses (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of this clause shall not apply to a manager, a foreman or a senior managerial, professional or administrative employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R160 per month, in the case of employees in the Municipal Areas of Bloemfontein and Kimberley and the Magisterial District of Pietermaritzburg and R140 per month in the case of employees in the other areas.

(d) The provisions of this clause shall not apply to a watchman whose employer grants him a day of rest of twenty-four consecutive hours in respect of every week of employment: Provided that—

- (i) he makes no deduction from his watchman's wage in respect thereof;
- (ii) an employer may, in lieu of granting his watchman any such day of rest, pay the watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted.

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;

(iv) dat wanneer op 'n dag omrede oortydwerk 'n werkgewer verplig is om aan 'n werknemer 'n tweede etenspouse toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verminder mag word.

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

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

- (a) wat 'n los werknemer betref, twee uur op 'n dag;
- (b) wat enige ander werknemer betref, tien uur in 'n week:

Met dien verstande dat die daaglikse en weeklikse beperkings van oortyd gedurende die week beginnende op die Maandag voor Paasmaandag en die tydperk van 12 tot en met 31 Desember, in enige jaar onderskeidelik met een uur en vyf uur verleng mag word.

(7) *Vroulike werknemers.*—Ondanks andersluidende bepalinge in hierdie klousule, mag 'n werkgewer nie vereis of toelaat dat 'n vroulike werknemer—

- (a) tussen 6-uur nm. en 6-uur vm. werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;
- (c) meer as twee uur oortyd op 'n dag werk nie;
- (d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;
- (e) op meer as sestig dae in 'n jaar oortyd werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd werk nie, tensy hy—
 - (i) so 'n werknemer voor die middag kennis daarvan gegee het; of
 - (ii) so 'n werknemer van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
 - (iii) so 'n werknemer minstens vyf-en-twintig sent, betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.

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

- (a) wat 'n los werknemer betref, een en 'n derde maal sy dagloon gedeel deur agt, t.o.v. elke uur of gedeelte van 'n uur wat aldus op enige dag gewerk word;
- (b) wat enige ander werknemer betref, een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het:

Met dien verstande dat 'n werkgewer wat van sy werknemer vereis of hom toelaat om langer oortyd te werk ooreenkomstig die voorbehoudsbepaling van subklousule (6), dié werknemer ten opsigte van die oortyd minstens een en een-derde maal sy gewone loon moet betaal.

(9) *Rusdag.*—'n Werkgewer moet aan elkeen van sy skofwerkers 'n rusdag van vier-en-twintig opeenvolgende ure in elke week toestaan, maar, as 'n werkgewer sodanige werknemer verplig of toelaat om op sy rusdag te werk, moet die ure gewerk nie deel uitmaak van die gewone werkure wat in subklousule (1) voorgeskryf word nie.

(10) *Voorbehoudsbepalinge.*—(a) Die bepalinge van subklousule (4) is nie van toepassing op 'n besteller, 'n motorbestuurder, 'n inspekteur, 'n bestelwabediende of 'n bestelwabediende se assistent nie.

(b) Die bepalinge van subklousules (4), (5) en (6) is nie van toepassing op 'n werknemer terwyl hy noodwerk doen nie.

(c) Die bepalinge van hierdie klousule geld nie vir 'n bestuurder, 'n voorman of 'n senior besturende, professionele of administratiewe werknemer, indien en terwyl sodanige werknemer gereeld 'n besoldiging van minstens R160 per maand verdien nie, in die geval van werknemers in die munisipale gebiede van Bloemfontein en Kimberley en die landdrostrikte Pietermaritzburg, en R140 per maand in die geval van werknemers in die ander gebiede.

(d) Die bepalinge van hierdie klousule geld nie vir 'n wag wie se werkgewer hom 'n rusdag van vier-en-twintig opeenvolgende ure ten opsigte van elke week diens toestaan nie: Met dien verstande dat—

- (i) hy geen bedrag aftrek van sy wag se loon ten opsigte daarvan nie;
- (ii) 'n werkgewer, in plaas van sy wag se 'n rusdag toe te staan, die wag die loon betaal wat hy sou ontvang het as hy nie op dié dag gewerk het nie, plus 'n bedrag van minstens sy dagloon ten opsigte van die dag wat nie toegestaan is nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooide tydperk van twaalf maande in sy diens toestaan—

- (a) wat 'n wag betref, een-en-twintig opeenvolgende kalenderdae verlof;
- (b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof,

en moet hy so 'n werknemer ten aansien van sodanige verlof betaal—

- (i) wat 'n werknemer in paragraaf (a) vermeld betref, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;

- (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 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 that—

- (i) if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (iii) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such 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;
- (iv) 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 his employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

- (i) that the request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates, and
- (ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the 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 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 that an employee—

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

- (a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 7;
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than ten weeks; and

- (ii) wat 'n werknemer in paragraaf (b) vermeld betref, 'n bedrag van minstens twee maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is:

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

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgever bepaal: Met dien verstande—

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3) só toegestaan word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgever en die werknemer skriftelik daartoe ooreenkom voor die afloop van genoemde tydperk van vier maande, die werkgever die werknemer die verlof moet toestaan vanaf 'n datum nie later nie as twee maande na afloop van genoemde tydperk van vier maande;
- (ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding kragtens die Verdedigingswet, 1957, nie;
- (iii) dat, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
- (iv) dat 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer mag 'n werkgever die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande—

- (i) dat so 'n werknemer sodanige versoek doen binne vier maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en
- (ii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van dié twee datums.

(b) Die bepalinge van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule bedoel.

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

(5) As 'n werknemer wie se dienskontrak gedurende enige dienstermyn van twaalf maande beëindig word voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

- (a) wat 'n werknemer in paragraaf (a) van subklousule (1) vermeld betref, een vierde van die weekloon, en
- (b) wat 'n werknemer in paragraaf (b) van subklousule (1) vermeld betref, een sesde van die weekloon,

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee en die opseggingstermyn uit te dien wat by klousule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het; of
- (ii) wat sy diens sonder regsgeldige rede verlaat; of
- (iii) wat deur sy werkgever sonder kennisgewing ontslaan word om redes wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is,

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

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

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

- (a) enige tydperk ten opsigte waarvan 'n werkgever, ooreenkomstig klousule 12, 'n werknemer in plaas van kennis betaal;
- (b) enige tydperk waarin 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 7;
 - (iii) op las of op versoek van sy werkgever, wat altesaam in 'n jaar hoogstens tien weke beloop; en

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

and employment shall be deemed to commence—

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

7. SICK LEAVE.

(1) Subject to the provisions of 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 that—

- (i) in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) 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 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 may be reduced but to not less than the rate of accrual set out in the first proviso to this sub-clause;
- (iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;
- (v) the wage payable to an employee who is employed on piece-work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of not less than the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

- (a) for a period covering more than three consecutive calendar days, or
- (b) on the work day immediately preceding or the work day immediately succeeding a Sunday or New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day,

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

(3) Where, during the first cycle of 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.

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

en diens word geag te begin—

- (i) in die geval van 'n werknemer, wat voor die inwerking-treding van hierdie Vasstelling tot 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop so 'n werknemer die vorige maal geregtig geword het tot verlof ingevolge so 'n wet;
- (ii) in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Vasstelling in diens was en vir wie enige wet gegeld het wat vir jaarlikse verlof voorsiening maak maar wat nog nie tot 'n tydperk van verlof ingevolge daarvan geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, op die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum van die inwerking-treding van hierdie Vasstelling, naamlik op die jongste van die twee datums.

7. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is altesaam minstens vier-en-twintig werkdade siekteverlof gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom toestaan, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende so 'n tydperk gewerk het: Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig opeenvolgende maande diens 'n werknemer nie tot meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie geld vir 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdade in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief verminder mag word, maar nie tot minder nie as die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule;
- (iii) dat, indien 'n werkgewer ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien 'n werkgewer by enige ander wet verplig word om 'n werknemer sy volle loon te betaal, ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie geld nie;
- (v) dat die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken word op grondslag van die besoldiging wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) 'n Werkgewer kan, voordat hy enige bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

- (a) vir 'n tydperk van meer as drie opeenvolgende kalenderdae, of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag,

van die werknemer vereis om 'n sertifikaat voor te lê wat geteken is deur 'n geregistreerde mediese praktisyn en waarin die aard en duur van die werknemer se ongeskiktheid genoem word: Met dien verstande dat wanneer 'n werknemer gedurende enige tydperk van tot agt opeenvolgende weke besoldiging ontvang het ingevolge hierdie klousule by twee of meer geleenthede sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt opeenvolgende weke wat onmiddellik volg op die laaste van dié geleenthede, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig tot betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by afloop van gemelde tydkring, of by diensbeëindiging voor sodanige afloop, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige afloop of beëindiging aan hom toekom, nóg nie gebruik is nie.

- (4) For the purpose of this clause the expression—
 (a) "employment" shall be deemed to include—
 (i) any period during which an employee is absent—
 (aa) on leave in terms of clause 6;
 (bb) on the instructions or at the request of his employer,
 (cc) on sick leave in terms of sub-clause (1),
 amounting in the aggregate, in any year, to not more than ten weeks, and
 (ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,
 and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;
 (b) "incapacity" means inability to work owing to any sickness or injury other than that caused by 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, SUNDAYS AND DAYS OF REST.

- (1) Subject to the provisions of clauses 4 (6) and 6 (2), if an employee, other than a casual employee, does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.
 (2) Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Ascension Day, 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 his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than four hours on such day he shall be deemed to have worked for four hours.
 (3) Whenever an employee, other than a casual employee or a shift worker, works on a Sunday, his employer shall either—
 (a) pay the employee—
 (i) if he so works for a period not exceeding four hours, not less than his daily wage;
 (ii) if he so works for a period exceeding four hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or
 (b) pay him at a rate not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.
 (4) Whenever a shift worker works on a Sunday his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period, including overtime, worked by him on such Sunday.
 (5) Whenever a shift worker works on his day of rest his employer shall pay him—
 (i) if he so works for a period not exceeding four hours, not less than his daily wage;
 (ii) if he so works for a period exceeding four hours, at a rate of not less than double his ordinary wage in respect of the total period worked by him on such day of rest, or not less than double his daily wage, whichever is the greater.
 (6) Whenever a casual employee works on a Sunday or on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him on any 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.
 (7) The provisions of sub-clauses (1) to (6), inclusive, shall not apply to a foreman, a manager or a senior managerial, professional or administrative employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R180 per month, in the case of employees in the Municipal Areas of Bloemfontein and Kimberley and the Magisterial District of Pietermaritzburg, and R160 per month in the case of employees in the other areas.
 (8) The provisions of sub-clauses (1), (2) and (3) shall not apply to a watchman.

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

- (a) "diens" geag in te sluit—
 (i) enige tydperk waarin 'n werknemer afwesig is—
 (aa) met verlof ingevolge klousule 6;
 (bb) op las of op versoek van sy werkgever;
 (cc) met siekteverlof ingevolge subklousule (1),
 wat altesaam in 'n jaar hoogstens tien weke beloop, en
 (ii) enige tydperk waarin 'n werknemer afwesig is om militêre opleiding ingevolge die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van enige enkele tydperk van sodanige opleiding as diens te eis nie,
 en enige tydperk van diens wat 'n werknemer by dieselfde werkgever onmiddellik voor die datum van die inwerking-treding van hierdie Vasstelling gehad het, word vir die toepassing van hierdie klousule geag diens kragtens hierdie Vasstelling te wees, en enige siekteverlof met volle besoldiging wat aan sodanige werknemer gedurende sodanige tydperk toegestaan is, word geag kragtens hierdie Vasstelling toegestaan te gewees het;
 (b) beteken "ongeskiktheid" die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor daar ingevolge die Ongevalwet, 1941, vergoeding betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE, SONDAE EN RUSDAE.

- (1) Behoudens die bepalings van klousule 4 (6) en 6 (2) moet 'n werkgever aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.
 (2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens die bepalings van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat die werknemer op so 'n dag werk: Met dien verstande dat, as daar vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, hy geag word vier uur te gewerk het.
 (3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever—
 (a) die werknemer betaal—
 (i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon,
 (ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag werk of minstens dubbel sy dagloon, naamlik die grootste bedrag, of
 (b) een en 'n derde maal sy gewone loon vir elke uur of deel van 'n uur wat hy op so 'n Sondag werk, en hom binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en vir die dag minstens sy dagloon betaal: Met dien verstande dat, as daar vereis of toegelaat word dat so 'n werknemer minder as vier uur op so 'n Sondag werk, hy geag word vier uur te gewerk het.
 (4) Wanneer 'n skofwerker op 'n Sondag werk, moet sy werkgever hom minstens twee maal sy gewone loon betaal ten opsigte van die totale tydperk, met inbegrip van oortyd, wat hy op dié Sondag gewerk het.
 (5) Wanneer 'n skofwerker op sy rusdag werk, moet sy werkgever hom—
 (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;
 (ii) as hy aldus vir 'n tydperk van meer as vier uur werk, minstens twee maal sy gewone loon betaal ten opsigte van die totale tydperk deur hom op dié rusdag gewerk, of minstens twee maal sy dagloon, naamlik die grootste bedrag.
 (6) Wanneer 'n los werknemer op 'n Sondag of op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgever hom minstens twee maal sy gewone loon betaal ten opsigte van die totale tydperk wat hy op enigeen van dié dae gewerk het: Met dien verstande dat indien van 'n werknemer vereis of hy toegelaat word om minder as vier uur op so 'n dag te werk, hy geag word vier uur te gewerk het.
 (7) Die bepalings van subklousule (1) tot en met (6) is nie van toepassing nie op 'n voorman, 'n bestuurder of 'n senior besturende, professionele of administratiewe werknemer indien en solank sodanige werknemer gereeld 'n loon van minstens R180 per maand ontvang, in die geval van werknemers in die munisipale gebiede van Bloemfontein en Kimberley en die landdrosdistrik Pietermaritzburg, en R160 per maand in die geval van werknemers in die ander gebiede.
 (8) Die bepalings van subklousules (1), (2) en (3) is nie op 'n wag van toepassing nie.

(9) Notwithstanding anything to the contrary contained in this Determination, an employer shall not require or permit his delivery employee, driver, inspector, vanman or vanman's assistant to work on any Sunday nor shall he require or permit any other class of employee, including a casual employee, to perform on any Sunday the duties of any of the said classes of employees.

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. RATIO.

(1) An employer shall not employ a baker unless he has in his employ a foreman baker: Provided that a baker may be engaged in making dough for not more than four hours in the absence of a foreman.

(2) An employer shall not employ a baker's assistant unless he has in his employ a foreman baker, and he shall not employ more baker's assistants than six for each foreman baker and six for each baker in his employ.

(3) An employer shall not require or permit a vanman to be in charge of or responsible for more than one van.

(4) For the purpose of this clause an employer or a manager who, on any shift, is wholly or mainly engaged in performing the work of a foreman baker may for such shift be deemed to be a foreman baker: Provided that an employer or a manager may not be so deemed for more than one shift on any day or in more than one establishment on any day.

(5) This clause shall apply separately to each establishment and sub-clauses (1) and (2) shall apply to each shift in an establishment in which more than one shift is worked on any day.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

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

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

Provided that this shall not effect—

(i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(9) Ondanks andersluidende bepalings in hierdie Vasstelling, mag 'n werkgewer nie sy besteller, motorbestuurder, inspekteur, bestelwabediende of bestelwabediende se assistent verplig of toelaat om op 'n Sondag te werk nie; ook mag hy nie van enige ander klas werknemer, met inbegrip van 'n los werknemer, vereis of hom toelaat om op 'n Sondag die pligte van enige van genoemde klasse werknemers te verrig nie.

9. STUKWERK.

(1) Ná minstens een week kennisgewing aan sy werknemer kan 'n werkgewer 'n stukwerkstelsel invoer en, behoudens die bepalings van klousule 4 (6), moet die werkgewer 'n werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die tarief wat volgens dié stelsel geld: Met dien verstande dat die werkgewer, ongeag die hoeveelheid gedane werk, die werknemer minstens die volgende betaal:—

(a) In die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy so 'n werknemer vir dié week sou moet betaal het as hy hom 'n tydloon betaal het;

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

(2) 'n Werkgewer moet 'n lys van die tariewe vermeld in subklousule (1) op 'n opvallende plek in sy bedryfsinrigting aangeplak hou.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarvolgens geld, af te skaf of te wysig, moet aan die betrokke werknemers minstens een kalendermaand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer termyn van kennisgewing kan ooreenkom en dan moet die werkgewer minstens die ooreengekome kennis gee.

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

10. GETALSVIRHOUDING.

(1) 'n Werkgewer mag nie 'n bakker in diens neem nie tensy hy 'n voormanbakker in sy diens het: Met dien verstande dat 'n bakker tydens die afwesigheid van 'n voorman deeg vir hoogstens vier uur mag maak.

(2) 'n Werkgewer mag nie 'n bakkersassistent in diens neem nie tensy hy 'n voormanbakker in sy diens het, en hy mag nie meer as ses bakkersassistenten vir elke voormanbakker en ses vir elke bakker in diens neem nie.

(3) 'n Werkgewer mag nie van 'n bestelwabediende vereis of hom toelaat om aanspreeklik vir meer as een bestelwa te wees nie.

(4) By die toepassing van hierdie klousule kan 'n werkgewer of 'n bestuurder wat op enige skof hoofsaaklik of uitsluitlik besig is met die werk van 'n voormanbakker vir sodanige skof 'n voormanbakker geag word: Met dien verstande dat 'n werkgewer of 'n bestuurder nie aldus vir meer as een skof op 'n dag of in meer as een bedryfsinrigting op 'n dag aldus geag word nie.

(5) Hierdie klousule is van afsonderlike toepassing in elke bedryfsinrigting en subklousules (1) en (2) is van toepassing op elke skof in 'n bedryfsinrigting waarin meer as een skof per dag gewerk word.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of ander beskermende kleren wat hy vereis dat sy werknemer dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke of ander beskermende kleren bly die eiendom van die werkgewer.

12. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, kan 'n dienskontrak beëindig deur dit—

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

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

vooruit op te sê; of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, na gelang van omstandighede:—

(i) In die geval van een werkdag opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

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

Met dien verstande dat hierdeur onaangeetas gelaat word—

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

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

(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 be commensurate with the period of notice agreed upon.

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

(i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) 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 Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

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 Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

14. PROHIBITION OF EMPLOYMENT.

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

SCHEDULE.

I/We (a).....carrying on trade in the Bread and Confectionery Industry at..... hereby certify that..... was employed by me/us (a) from the..... day of..... 19..... to the..... day of..... 19..... as (b)..... At the termination of employment his/her (a) wage was..... rand..... cents per week.

(Signature of Employer or Authorised Representative.)

Date.....

(a) Delete whichever inapplicable.

(b) State occupation in which employee was wholly or mainly engaged, e.g., clerk, general worker, baker, baker's assistant, vanman.

No. R. 1852.] [18 November 1966.
WAR MEASURES ACT, 1940.

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

BREAD AND CONFECTIONERY INDUSTRY, CERTAIN AREAS.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Bread and Confectionery Industry, certain areas, published under Government Notice No. R. 1851 of the 18th November, 1966.

M. VILJOEN,
Minister of Labour.

(iii) die werking van verbeurings of boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat:

Met dien verstande voorts dat, indien die loon van 'n werknemer teen die datum van die beëindiging reeds weens korttyd verminder is en die werkgever hom betaal in plaas van sy diens op te sê, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen aftrekkings weens korttyd gedoen was nie".

(2) Indien daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees aan die ooreen-gekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf mag op enige werkdag geskied: Met dien verstande dat—

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

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

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgever, in die geval waarin 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan die betrokke werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat gee wat hoofsaaklik die vorm het soos in die Bylae tot hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgever en van sy werknemer, die betrekking van die werknemer, die aanvangs- en die aflooptdatum van die kontrak en die werknemer se weekloon ten tyde van die datum van sodanige beëindiging aangegee word.

14. VERBOD OP INDIENSNEMING.

'n Werkgever mag niemand onder die leeftyd van vyftien jaar in diens neem nie.

BYLAE.

Ek/Ons(a).....wat die Brood- en Banketnywerheid beoefen te..... verklaar hierby dat..... in my/ons(a) diens was van die..... dag van..... 19..... tot die..... dag van..... 19..... in die betrekking van (b)..... By diensbeëindiging was sy/haar(a) loon..... rand..... sent per week.

(Handtekening van werkgever of gemagtigde verteenwoordiger.)

Datum.....

(a) Skrap wat nie van toepassing is nie.

(b) Meld die betrekking waarin die werknemer uitsluitend of hoofsaaklik in diens was, bv. klerk, arbeider, bakker, bakkersassistent, bestelwabediende.

No. R. 1852.] [18 November 1966.
WET OP OORLOGSMAATREËLS, 1940.

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

BROOD- EN BANKETNYWERHEID, SEKERE GEBIEDE.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Brood- en Banketnywerheid, sekere gebiede, gepubliseer by Goewermments-kennisgewing No. R. 1851 van 18 November 1966.

M. VILJOEN,
Minister van Arbeid.

No. 1853.] [18 November 1966.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941, AS AMENDED.**

**BREAD AND CONFECTIONERY INDUSTRY,
 CERTAIN AREAS.**

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section *twenty-two* (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Wage Determination for the Bread and Confectionery Industry, certain areas, published under Government Notice No. R. 1851 of the 18th November, 1966, on the whole to be not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
 Minister of Labour.

NOTE.—This notice shall not have the effect of suspending the operation of section 20 (3) of the Act in respect of Republic Day.

No. 1853.] [18 November 1966.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941, SOOS GEWYSIG.**

**BROOD- EN BANKETNYWERHEID,
 SEKERE GEBIEDE.**

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel *twee-en-twintig* (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Loonvasstelling vir die Brood- en Banketnywerheid, sekere gebiede, gepubliseer by Goewermenskennisgewing No. R. 1851 van 18 November 1966, oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
 Minister van Arbeid.

OPMERKING.—Hierdie kennisgewing het nie die uitwerking om die toepassing van artikel 20 (3) van die Wet ten opsigte van Republiekdag op te skort nie.

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