



# STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

## REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

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**GOEWERMENSKENNISGEWINGS****DEPARTEMENT VAN ARBEID**

No. R. 1697

25 Augustus 1978

LOONWET, 1957

LOONVASSTELLING 375

BROOD- EN BANKETNYWERHEID, SEKERE  
GEBIEDE

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Brood- en Banketnywerheid, Sekere Gebiede, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

## BYLAE

## 1. GEBIED EN OMVANG VAN VASSTELLING

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers in die Brood- en Banketnywerheid in die landdrostdistrik Pietermaritzburg, die munisipale gebiede van Barkly-Wes, Bloemfontein, Howick, Kimberley, Kroonstad, Odendaalsrus en Welkom, die dorpsraadgebied van Richmond (Natal) en die dorpsbestuurgebied van Virginia.

## 2. WOORDOMSKRYWINGS

(1) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gesesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en tensy onbestaanbaar met die sinsverband, beteken—

“ambagsman” ’n werknemer, uitgesonderd ’n bakker, wat werk doen wat in die reël deur ’n geskoole ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking “geskoole 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 genoemde Registrateur aan hom uitgereik ingevolge artikel 2 (7) of artikel 7 (3) van genoemde Wet;

“automatiese 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 gereel word dat dié artikels klaar gebak uit die oond kom;

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**GOVERNMENT NOTICES****DEPARTMENT OF LABOUR**

No. R. 1697

25 August 1978

WAGE ACT, 1957

WAGE DETERMINATION 375

BREAD AND CONFECTIONERY INDUSTRY,  
CERTAIN AREAS

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (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 second Monday after the date of publication of this notice 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 the employers and all their employees in the Bread and Confectionery Industry in the Magisterial District of Pietermaritzburg, the municipal areas of Barkly West, Bloemfontein, Howick, Kimberley, Kroonstad, Odendaalsrus and Welkom, the town board area of Richmond (Natal) and the area of the village management board of Virginia.

## 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—

“artisan” means an employee, other than a baker, who is engaged in work normally performed by a skilled artisan, and for the purposes 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 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

“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;

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"bakker" 'n werknemer wat—

- (a) minstens vier jaar ondervinding van die maak van brood of banket gehad het, of
- (b) ooreenkomsdig 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 werkzaamhede verrig:

- (i) Banket yul of afwerk of met versiersuiker versier;
- (ii) deeg met die hand terugslaan;
- (iii) deeg vir brood maak;
- (iv) bestanddele meng;
- (v) deeg of bakpanne wat deeg of banketmengsels bevat in oonde, uitgesondert otomatiese oonde, insteek of brood of sulke bakpanne daaruit haal;
- (vi) gevormde of gefatoseneerde deeg in bakpanne sit in gereedheid vir finale rys of bak;
- (vii) die temperatuur van oonde regel;
- (viii) banketmengsels massameet en dit in panne of ander houers vir kook of bak plaas;
- (ix) brode massameet, vorm, vleg of fatsoeneer;
- (x) bestanddele wat by die maak van banket gebruik word, massameet of meet;

"bakkersassistent" 'n werknemer wat onder die toesig van 'n voormanbakker of 'n bakker—

- (a) enige masjien bedien wat gebruik word vir die maak van brood of banket;

- (b) een of meer van die werkzaamhede verrig wat in die items (i) tot en met (x) in die woordomskrywing van bakker vermeld word;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en die stoomdruk in 'n stoomketel in stand hou en wat die vuur in so 'n stoomketel kan maak, stook of uithaal;

"brood", sonder om die gewone betekenis daarvan te beperk, ook bolletjies, rolle en luuksebrood;

"Brood- en Banketnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet op Fabrieke, Masjiinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is, vir die vervaardiging van maak van brood of banket, of albei, vir verkoop, en omvat dit die verspreiding deur sodanige werkgewers van brood of banket, of albei, en omvat dit verder alle werkzaamhede wat met enige van voornoemde bedrywighede in verband staan of daaruit voortspruit;

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

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier en 'n telefoonskakelbordoperateur maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk;

"banket", sonder om die gewone betekenis daarvan te beperk, ook kitkes, koek, siergebakkie, beskuit, pasteitjes, pastete, worsrolletjies, botterbroodjie, korentebrood, oliebolle, mosbolletjies en enige ander suurdeeggebak, uitgesondert brood, maar omvat dit nie wafels, roomyswafels of -keëls, honde- of jonghondesbeskuit, pretzelstokkies of matzos nie;

"toonbankbediener" 'n werknemer wat brood of banket oor die toonbank in 'n bedryfsinrigting verkoop en wat kontant vir verkoop goedere kan ontvang;

"dag", met betrekking tot 'n skofwerker, 'n tydperk van 24 uur gereken vanaf die tyd wat hy begin werk;

"besteller" 'n werknemer wat brood, banket, brieue of ander artikels of boodskappe vanuit 'n bedryfsinrigting op 'n ander manier as per motorvoertuig aflewer en wat in die geval van k.b.a.-verkoop kontant kan invorder en skriftelike bestellings kan aanneem en wat verantwoordelik is vir goedere wat uitgenezien en kontant wat ontvang word, maar wat nie brood of banket verkoop of bestellings werf nie;

"besteller graad A" 'n besteller wat sy pligte verrig deur middel van 'n twee- of driewielfiets wat of deur 'n hulpmotor of motor met 'n enjinkapasiteit van hoogstens 50 cm<sup>3</sup> aangedryf word;

"besteller graad B" 'n besteller wat sy pligte te voet of met 'n trapfiets, driewiel of ander hand- of voetvoertuig verrig;

"drywer van 'n motorvoertuig" 'n werknemer wat met 'n motorvoertuig wat hy self dryf, bestellings van brood of banket wat toevalig bestel is, of brieue, ander artikels of boodskappe vanuit 'n bedryfsinrigting aflewer wat in die geval van k.b.a.-verkoop kontant kan invorder en skriftelike bestellings kan aanneem en wat verantwoordelik is vir goedere wat uitgenezien en kontant wat ontvang word maar wat nie brood of banket verkoop of bestellings werf nie, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "wat hy self dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

"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) mass-measuring confectionery mixtures and placing these in pans or other receptacles for cooking or baking;
- (ix) mass-measuring, moulding, plaiting or shaping loaves;
- (x) mass-measuring or measuring ingredients used in the making of confectionery;

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

- (a) operating any machine used in the making of bread or confectionery;

- (b) performing any one or more of the operations mentioned in items (i) to (x), inclusive, in the definition of baker;

"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;

"bread" without limiting its ordinary meaning, includes buns, rolls and fancy bread;

"Bread and Confectionery Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable to 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;

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

"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 part of such employee's work;

"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 matzos;

"counterhand" means an employee engaged in selling bread or confectionery over the counter in an establishment and who may receive cash for goods sold;

"day", in relation to a shift worker, means a period of 24 hours reckoned from the time he commences work;

"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;

"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 cm<sup>3</sup>;

"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;

"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 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, and for the purposes of this definition the expression "driven by himself" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

**"noodwerk"**

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van installasie of masjinerie sonder versuim gedoen moet word;

(b) enige werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

(c) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie;

**"bedryfsinrigting"** 'n perseel waarop of in verband waarmee een of meer werkemers in die Brood- en Banketnywerheid in diens is;

**"ondervinding" met betrekking tot—**

(a) 'n klerk of toonbankbediener, die totale tydperk of tydperke wat 'n werkemmer onderskeidelik as 'n klerk of 'n toonbankbediener in enige bedryf of in die diens van die Staat werkzaam was;

(b) alle ander werkemers, die totale tydperk of tydperke wat so 'n werkemmer by die maak van brood of banket, behalwe as 'n algemene werker, in die Brood- en Banketnywerheid werkzaam was;

**"voormanbakker"** 'n bakker wat in beheer is van 'n skof wat brood of banket maak;

**"algemene werker"** 'n werkemmer wat werkzaam is in een of meer van ondergenoemde hoedanighede, pligte of werkzaamhede:

(a) Houtkiste uit reeds voorbereide duie aanmekaarsit of reeds voorbereide karton- of veselborddoose met die hand opstel;

(b) '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;

(c) ketelbediener;

(d) die produkte van 'n bedryfsinrigting, houers, materiaal, gerei of ander artikels dra, optel of opstapel;

(e) wiele of buitebande omruil of lekke heelmaak of bestelwaens skoonmaak, poleer, smeer, olie of bespuit;

(f) diere, persele, masjiene, meubels, gereedskap of voertuie skoonmaak;

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

(h) vrugte skoonmaak of ontpit;

(i) skinkborde, panne, kiste, gerei, vlamppye, skoorstene of roetkaste skoonmaak, smeer of vir gebruik voorberei;

(j) vleis of groente kook;

(k) brode of banket onder die toesig van 'n verpakker of verpakkassistent tel;

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

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

(n) koekmengsels met 'n patroon in fatsoene sny;

(o) vleis met die hand sny of 'n vleismeul bedien;

(p) prikking of inkeping;

(q) deeg in vultregters gooi;

(r) petroltenks of verkoelers van motorvoertuie vol maak of wiele oppomp; voertuie met 'n handhystoestel of domkrag oplig of laat sak;

(s) masjiene onder toesig smeer;

(t) deeg met 'n masjiem afknie;

(u) klein duike aan motorbakke uitslaan of oppervlakte met 'n vyl glad maak voordat dit geverf word;

(v) pakkette etiketteer of toedraai;

(w) brood, kiste of blikke etiketteer;

(x) latrines, buitegeboue of Bantoeenkampongs awfuit;

(y) panne in laaste rysmasjiem plaas;

(z) laai of aflaai;

(aa) tee of dergelike dranke vir die werkemers of die werkewer maak of dit aan hulle bedien;

(ab) vuur maak, aan die gang hou of uitkrap of die as verwwyder;

(ac) diere of 'n bespanne voertuig oppas;

(ad) sakke of kiste oop- of toemaak;

(ae) 'n handbolletjieverdeeler of handpasteimasjiem bedien;

(af) 'n handvulmasjiem bedien;

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

(ah) produkte van 'n bedryfsinrigting in skinkborde of dergelike houers verpak vir opberging of aflewing aan 'n verpakker in die bedryfsinrigting;

(ai) panne met deeg in 'n outomatiese oond plaas of panne met brood daaruit haal;

(aj) deeg uit 'n vormmasjiem haal en dit in fakpanne plaas;

(ak) verf op enige ander wyse as met 'n blaaslamp verwijder;

(al) bestelfietse heelmaak, met inbegrip van lekplekke heelmaak speke vervang of wiele spoor;

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

**"emergency work"** means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery must be done without delay;

(b) any work in connection with the loading or unloading of trucks or vehicles of the South African Railways and Harbours;

(c) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

**"establishment"** means any premises in or in connection with which one or more employees are employed in the Bread and Confectionery Industry;

**"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;

**"foreman baker"** means a baker who is in control of a shift engaged in making bread or confectionery;

**"general worker"** means an employee who is engaged in any one or more of the following capacities, duties or operations:

(a) Assembling wooden boxes from ready-prepared shooks or setting up by hand ready-made cardboard or fibre board boxes;

(b) assisting an artisan by holding articles or tools or otherwise working with him other than by the independent use of tools;

(c) boiler attendant;

(d) carrying, lifting or stacking products of an establishment, containers, materials, utensils or other articles;

(e) changing wheels or tyres or repairing punctures or cleaning, polishing, greasing, oiling or spraying vans;

(f) cleaning animals, premises, machines, furniture, tools or vehicles;

(g) cleaning, cracking, grinding or sorting nuts;

(h) cleaning or stoning fruit;

(i) cleaning, greasing or preparing for use trays, pans, boxes, utensils, flues, smoke stacks or soot boxes;

(j) cooking meat or vegetables;

(k) counting loaves or confectionery under the supervision of a packer or packer's assistant;

(l) cracking eggs or separating the white of the eggs from the yolks;

(m) cutting buns for creaming;

(n) cutting cake mixtures into shapes by means of a template;

(o) cutting meat by hand or operating a mincing machine;

(p) docking or notching;

(q) feeding dough into hoppers;

(r) filling motor vehicle petrol tanks or radiators, or inflating tubes; raising or lowering vehicles by means of a hand hoist or jack;

(s) greasing machines under supervision;

(t) knocking back dough by machine;

(u) knocking out small dents on bodies of motor vehicles or smoothing surfaces by filing prior to painting;

(v) labelling or wrapping parcels;

(w) labelling bread, boxes or tins;

(x) lime-washing latrines, outbuildings or Bantu compounds;

(y) loading pans in final prover;

(z) loading or unloading;

(aa) making tea or similar beverages for, or serving tea or similar beverages to, employees or the employer;

(ab) making, maintaining or drawing fires or removing ashes;

(ac) minding animals or an animal-drawn vehicle;

(ad) opening or closing bags or boxes;

(ae) operating a hand bun divider or hand pie machine;

(af) operating a hand filling machine;

(ag) packing articles of uniform size and number into containers specially designed to contain them;

(ah) packing products of an establishment into trays or similar containers for storage or delivery to a packer in the establishment;

(ai) putting pans containing dough into, or removing pans containing bread from, an automatic oven;

(aj) receiving dough from a moulding machine and placing it into baking pans;

(ak) removing paint in any way other than by means of a blowlamp;

(al) repairing delivery bicycles, including mending punctures, replacing spokes or aligning wheels;

(am) repairing, ironing or washing uniforms, overalls or other protective clothing;

(an) beskadigde oppervlakte van motorvoertuigbakke met skuurpapier afvryf voordat dit geverf word of sulke oppervlakte poleer nadat dit geverf is;

- (ao) meelblom meganies sif;
- (ap) deeg meganies uitkantel;
- (aq) meelblom in 'n meganiese sif uitgoot;
- (ar) bestelwabedienende se assistent;
- (as) brood of banket was of verf;
- (at) volgens 'n gestelde skaal massameet of volgens 'n gestelde maat meet;

(au) etikette om pasteie draai, individuele produkte van 'n bedryfsinrigting toedraai of sulke toegedraaide produkte verseël; en omvat dit 'n werknemer wat nie uitdruklik elders in hierdie klousule genoem word nie;

"faktotum" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, of wat masjinerie of uitrusting verf en wat kleinere herstel- of opknappingswerk aan geboue kan doen, maar wat nie die werk verrig wat 'n ambagsman gewoonlik verrig nie;

"inspekteur" 'n werknemer wat oor die werk van twee of meer bestelwabedienendes toesig hou;

"wet" ook die gemene reg;

"opgemaakte bestelling" 'n volledige eenheid wat vanuit 'n bedryfsinrigting afgelewer word ooreenkomsdig of gedeeltelik ooreenkomsdig 'n bestelling wat regstreks deur 'n klant persoonlik of per telefoon of briefie by die bedryfsinrigting geplaas is; "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene—

- (a) toesig oor;
- (b) verantwoordelikheid vir; en
- (c) leiding van;

die werkzaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

"motorvoertuig" 'n kragaangedrewe voertuig met 'n enjin-kapasiteit van meer as 50 cm<sup>3</sup> wat vir die vervoer van goedere gebruik word en omvat dit ook 'n voorhaker en 'n trekker;

"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 in klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf maar omvat dit nie 'n tydperk waarin—

(a) 'n werknemer uitgesonderd 'n skofwerker, op 'n Sondag vir sy werkgever werk nie;

(b) 'n skofwerker gedurende sy vry periode vir sy werkgever werk nie;

"verpakker" 'n werknemer wat beheer het oor die ontvang, nagaan, versamel of verpakking van brood of banket vir versending of aflewing vanuit 'n bedryfsinrigting, met inbegrip van die massameet of adresseer van pakkette;

"verpakkerassistent" '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 aflewing ontvang, nagaan, versamel of verpak of pakkette massameet of adresseer;

"stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegronde word op die hoeveelheid werk wat verrig is;

"senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n professionele, tegniese of administratiewe aard by die uitvoering van die werkzaamhede van die bedryfsinrigting;

"skof" 'n groep werknemers wat saamwerk by die maak van brood of banket in 'n bedryfsinrigting gedurende enige aantal ure wat, behalwe wat etensposes betref, aaneenlopend is;

"skofwerker" 'n werknemer wat deel van 'n groep is waaruit 'n skof bestaan en omvat dit ook 'n verpakker, 'n verpakkeraassistent en 'n magasynman;

"korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"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;

"tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n tweef of driewielmotorfiets, bromponie of bromfiets of trappfiets met hulpmotor met 'n enjinkapasiteit van meer as 50 cm<sup>3</sup> die onbelaste massa geag word hoogstens 450 kg te wees;

(an) rubbing down damaged areas on bodies of motor vehicles with water paper prior to painting or polishing such areas after painting;

- (ao) sieving flour by mechanical means;
- (ap) tipping dough by mechanical means;
- (aq) tipping flour into a mechanical sieve;
- (ar) vanman's assistant;
- (as) washing or painting bread or confectionery;
- (at) mass-measuring to a set scale or measuring to a set measure;

(au) 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;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, or in painting machinery or equipment and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan;

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

"law" includes the common law;

"made-up order" means any complete unit delivered from an establishment in compliance or partial compliance with an order which was placed directly with the establishment by a customer in person or by telephone or note;

"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;

"motor vehicle" means any power-driven vehicle with an engine capacity exceeding 50 cm<sup>3</sup> used for conveying goods and includes a mechanical horse and a tractor;

"overtime" means that portion of any period during which an employee works for his employer in 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 clause 5 (1) or (2), but does not include any period during which—

(a) an employee, other than a shiftworker, works for his employer on a Sunday;

(b) a shift worker works for his employer during his free period;

"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 mass-measuring or addressing of packages;

"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 mass-measuring or addressing packages;

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

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

"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;

"shift worker" means an employee who is part of a group constituting a shift and includes a packer, packer's assistant and a storeman;

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

"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;

"technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character;

"unladen mass" means the mass 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 autocycle or cycle fitted with an auxiliary engine of a capacity exceeding 50 cm<sup>3</sup> the unladen mass shall be deemed not to exceed 450 kg;

"bestelwa" 'n dierevoertuig of 'n motorvoertuig wat gebruik word vir die vervoer van brood of banket;

"bestelwabedienende" 'n werknemer wat—

(a) in beheer is van 'n bestelwa op 'n ronde; of

(b) brood of banket uit 'n bestelwa verkoop of bestellings vir die verkoop van brood of banket werf; en

(c) aanspreeklik is vir die kontant wat vir sodanige verkoop van brood of banket ontvang word;

en wat brood of banket uit 'n bestelwa kan aflewer en die bestelwa kan dryf;

"bestelwabedienende se assistent" 'n werknemer wat onder die toesig van 'n bestelwabedienende brood of banket uit 'n bestelwa aflewer of verkoop maar wat nie 'n bestelwa dryf nie;

"loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

(b) die eerste voorbehoudbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

"wag" 'n werknemer wat 'n perseel of eiendom bewaak;

"werkdag", behalwe met betrekking tot 'n wag, enige dag, uitgesonderd 'n Sondag of 'n openbare vakansiedag, waarop 'n werknemer gewoonlik werk.

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

### 3. BESOLDIGING

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

(a) *Werknemers uitgesonderd los werknemers:*

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

"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 conveys 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;

"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;

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

(a) 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;

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

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

"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.

(2) For the purposes 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:*

	In die munisipale gebiede van Bloemfontein en Kimberley en die landdrostdistrik Pietermaritzburg	In die munisipale gebiede van Kroonstad, Odendaalsrus en Welkom en die dorpsbestuurgebied van Virginia	In die munisipale gebiede van Barkly-Wes en Howick en die dorpsraadgebied van Richmond (Natal)			
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
Ambagsman.....	R 68,08	R 71,76	R 61,64	R 64,63	R 56,58	R 58,42
Bakker.....	R 45,54	R 49,22	R 40,94	R 44,39	R 38,41	R 39,56
Bakkeraasistent—						
gedurende die eerste drie maande ondervinding.....	R 22,08	R 24,61	R 19,78	R 22,08	R 17,71	R 19,78
daarna.....	R 23,92	R 26,91	R 21,62	R 24,15	R 19,09	R 21,62
Klerk, vrou—						
gedurende die eerste jaar ondervinding.....	R 24,23	R 26,54	R 21,69	R 23,89	R 20,31	R 21,46
gedurende die tweede jaar ondervinding.....	R 26,42	R 28,85	R 23,77	R 25,96	R 22,15	R 23,31
gedurende die derde jaar ondervinding.....	R 28,62	R 31,15	R 25,85	R 28,04	R 24,00	R 25,15
gedurende die vierde jaar ondervinding.....	R 30,81	R 33,46	R 27,92	R 30,12	R 25,85	R 27,00
daarna.....	R 33,00	R 35,77	R 30,00	R 32,19	R 27,69	R 28,85
Klerk, man—						
gedurende die eerste jaar ondervinding.....	R 25,38	R 28,04	R 22,85	R 25,38	R 21,92	R 23,08
gedurende die tweede jaar ondervinding.....	R 30,46	R 33,23	R 27,46	R 30,00	R 26,08	R 27,23
gedurende die derde jaar ondervinding.....	R 35,54	R 38,42	R 32,08	R 34,62	R 30,23	R 31,38
gedurende die vierde jaar ondervinding.....	R 40,62	R 43,62	R 36,69	R 39,23	R 34,38	R 35,54
gedurende die vyfde jaar ondervinding.....	R 45,69	R 48,81	R 41,31	R 43,85	R 38,54	R 39,69
daarna.....	R 50,77	R 54,00	R 45,92	R 48,46	R 42,69	R 43,85
Toonbankbediender, vrou—						
gedurende die eerste jaar ondervinding.....	R 21,92	R 24,00	R 20,31	R 21,69	R 18,23	R 19,38
gedurende die tweede jaar ondervinding.....	R 24,00	R 26,08	R 22,15	R 23,54	R 19,85	R 21,00
gedurende die derde jaar ondervinding.....	R 26,08	R 28,15	R 24,00	R 25,38	R 21,46	R 22,62
daarna.....	R 28,15	R 30,23	R 25,85	R 27,23	R 23,08	R 24,23
Toonbankbediener, man—						
gedurende die eerste jaar ondervinding.....	R 22,85	R 25,15	R 20,54	R 22,62	R 19,15	R 20,31
gedurende die tweede jaar ondervinding.....	R 27,23	R 29,77	R 24,46	R 26,54	R 22,73	R 23,89
gedurende die derde jaar ondervinding.....	R 31,62	R 33,92	R 28,38	R 30,46	R 26,31	R 27,46
gedurende die vierde jaar ondervinding.....	R 36,00	R 38,31	R 32,31	R 34,38	R 29,88	R 31,04
daarna.....	R 40,38	R 42,69	R 36,23	R 38,31	R 33,46	R 34,62
Besteller, graad A.....	R 21,16	R 23,23	R 19,09	R 20,93	R 17,02	R 18,63
Besteller, graad B.....	R 19,09	R 21,16	R 17,25	R 19,09	R 15,18	R 17,02

	In die munisipale gebiede van Bloemfontein en Kimberley en die landdrosdistrik Pietermaritzburg		In die munisipale gebiede van Kroonstad, Odendaalsrus en Welkom en die dorpsbestuurgebied van Virginia		In die munisipale gebiede van Barkly-Wes en Howick en die dorpsraadgebied van Richmond (Natal)	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
	R	R	R	R	R	R
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van enige sleepwaens wat deur sodanige voertuig getrek word—						
(i) hoogstens 450 kg is.....	21,16	23,23	19,09	20,93	17,02	18,63
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	27,37	29,44	24,61	26,45	21,85	23,69
(iii) meer as 2 700 kg is.....	33,58	35,65	30,13	31,97	26,68	28,75
Foremanbakker.....	68,08	71,76	61,64	64,63	56,58	58,42
Algemene werker—						
vrouw.....	14,72	16,33	13,34	16,33	11,50	13,34
man, 18 jaar oud of ouer.....	18,50	20,50	16,50	18,50	14,50	16,50
man, onder 18 jaar.....	13,80	15,41	12,42	15,41	10,81	12,42
faktotum.....	28,75	31,28	26,45	28,29	23,92	25,30
Inspekteur.....	48,53	52,21	43,70	46,92	40,71	41,86
Verpakker.....	45,54	49,22	40,94	44,39	38,41	39,56
Verpakkersassistent.....	20,24	22,54	18,17	20,24	16,10	18,17
Magasyman.....	45,54	49,22	40,94	44,39	38,41	39,56
Bestelwabediende.....	43,93	46,92	39,56	42,32	36,57	37,72
Wag.....	20,24	22,54	18,17	20,24	16,10	18,17

(aa) Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word.

(ab) Daarna.

	In the municipal areas of Bloemfontein and Kimberley and the Magisterial District of Pietermaritzburg		In the municipal areas of Kroonstad, Odendaalsrus and Welkom and the village management board area of Virginia		In the municipal areas of Barkly West and Howick and the town board area of Richmond (Natal)	
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
	R	R	R	R	R	R
Artisan.....	68,08	71,76	61,64	64,63	56,58	58,42
Baker.....	45,54	49,22	40,94	44,39	38,41	39,56
Baker's assistant—						
during the first three months of experience.....	22,08	24,61	19,78	22,08	17,71	19,78
thereafter.....	23,92	26,91	21,62	24,15	19,09	21,62
Clerk, female—						
during the first year of experience.....	24,23	26,54	21,69	23,89	20,31	21,46
during the second year of experience.....	26,42	28,85	23,77	25,96	22,15	23,31
during the third year of experience.....	28,62	31,15	25,85	28,04	24,00	25,15
during the fourth year of experience.....	30,81	33,46	27,92	30,12	25,85	27,00
thereafter.....	33,00	35,77	30,00	32,19	27,69	28,85
Clerk, male—						
during the first year of experience.....	25,38	28,04	22,85	25,38	21,92	23,08
during the second year of experience.....	30,46	33,23	27,46	30,00	26,08	27,23
during the third year of experience.....	35,54	38,42	32,08	34,62	30,23	31,38
during the fourth year of experience.....	40,62	43,62	36,69	39,23	34,38	35,54
during the fifth year of experience.....	45,69	48,81	41,31	43,85	38,54	39,69
thereafter.....	50,77	54,00	45,92	48,46	42,69	43,85
Counterhand, female—						
during the first year of experience.....	21,92	24,00	20,31	21,69	18,23	19,38
during the second year of experience.....	24,00	26,08	22,15	23,54	19,85	21,00
during the third year of experience.....	26,08	28,15	24,00	25,38	21,46	22,62
thereafter.....	28,15	30,23	25,85	27,23	23,08	24,23
Counterhand, male—						
during the first year of experience.....	22,85	25,15	20,54	22,62	19,15	20,31
during the second year of experience.....	27,23	29,77	24,46	26,54	22,73	23,89
during the third year of experience.....	31,62	33,92	28,38	30,46	26,31	27,46
during the fourth year of experience.....	36,00	38,31	32,31	34,38	29,88	31,04
thereafter.....	40,38	42,69	36,23	38,31	33,46	34,62
Delivery employee, grade A.....	21,16	23,23	19,09	20,93	17,02	18,63
Delivery employee, grade B.....	19,09	21,16	17,25	19,09	15,18	17,02
Driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—						
(i) does not exceed 450 kg.....	21,16	23,23	19,09	20,93	17,02	18,63
(ii) exceeds 450 kg but not 2 700 kg.....	27,37	29,44	24,61	26,45	21,85	23,69
(iii) exceeds 2 700 kg.....	33,58	35,65	30,13	31,97	26,68	28,75
Foreman baker.....	68,08	71,76	61,64	64,63	56,58	58,42
General worker—						
Female.....	14,72	16,33	13,34	16,33	11,50	13,34
Male, 18 years of age or over.....	18,50	20,50	16,50	18,50	14,50	16,50
Male, under 18 years of age.....	13,80	15,41	12,42	15,41	10,81	12,42
Handyman.....	28,75	31,28	26,45	28,29	23,92	25,30

	In the municipal areas of Bloemfontein and Kimberley and the Magisterial District of Pietermaritzburg	In the municipal areas of Kroonstad, Odendaalsrus and Welkom and the village management board area of Virginia	In the municipal areas of Barkly West and Howick and the town board area of Richmond (Natal)			
	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week	(aa) Per week	(ab) Per week
Inspector.....	R 48,53	R 52,21	R 43,70	R 46,92	R 40,71	R 41,86
Packer.....	45,54	49,22	40,94	44,39	38,41	39,56
Packer's assistant.....	20,24	22,54	18,17	20,24	16,10	18,17
Storeman.....	45,54	49,22	40,94	44,39	38,41	39,56
Vanman.....	43,93	46,92	39,56	42,32	36,57	37,72
Watchman.....	20,24	22,54	18,17	20,24	16,10	18,17

(aa) During the first 12 months after this Determination becomes binding.  
 (ab) Thereafter.

(b) *Los werknemer*.—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—

(i) waar die werkgever van 'n los werknemer vereis om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" beteken die weekloon wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ii) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent verminder kan word.

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

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

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

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

by subklousule (1) voorgeskryf word, moet ten opsigte van daardie dag aan sodanige werknemer betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër tarief; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op dié kerf in die stygende skaal onmiddellik bekant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

(i) hierdie subklousule nie geld nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

(ii) tensy daar in 'n skriftelik kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasselling só uitgelê mag word dat dit 'n werkgever belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie;

(iii) 'n drywer van 'n motorvoertuig 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 dat sy werkgever hom vir sodanige dag minstens die dagloon moet betaal wat vir 'n bestelwabediende voorgeskryf word, ongeag of sodanige verkoop of werwing langer of korter as een uur geduur het;

(iv) 'n bestelwabediende se assistent wat op enige dag 'n bestelwa dryf, vir daardie dag 'n drywer van 'n motorvoertuig geag word en dat sy werkgever hom vir sodanige dag minstens die dagloon moet betaal wat vir 'n drywer van 'n motorvoertuig voorgeskryf word, met behoorlike inagneming van die onbelaste massa van die bestelwa, ongeag of sodanige dryfwerk langer of korter as een uur geduur het.

(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—

(i) where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class;

(ii) where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(2) *Basis of contract*.—For the purposes 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 subclause (1), read with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 5 or less.

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

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

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

is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage the employee was receiving for his ordinary work:

Provided that—

(i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

(ii) unless expressly otherwise provided 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 his employee to perform work of another class for which class the prescribed wage is the same as or lower than that prescribed for such employee;

(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 mass of the van, irrespective of whether such driving occupied longer or less than one hour.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;

(ii) ses, in die geval van enige ander werknemer.

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

(5) *Fietstoelae.*—'n Werkewer wat van 'n werknemer vereis om by die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens 75c per week of, as hy 'n los werknemer is, minstens 15c per dag betaal.

#### 4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klosule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjeuk betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer (of in die geval van 'n skofwerker, op 'n tydstip waaronder sodanige werkewer en sy werknemer ooreenkome het en wat gedurende die gewone kantoorture van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlede koevert of houer waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkewer se naam;

(b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;

(c) die getal gewone werkure wat die werknemer gewerk het;

(d) die getal ure wat die werknemer oortyd gewerk het;

(e) die getal ure wat die werknemer op 'n Sondag, 'n openbare vakansiedag in klosule 8 (1) bedoel, of gedurende sy vry periode gewerk het;

(f) die werknemer se loon;

(g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;

(h) besonderhede van enige bedrag wat afgetrek is;

(i) die werklike bedrag wat aan die werknemer betaal word; en

(j) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer: Met dien verstande dat—

(i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkewer wat die betrokke kwitanse, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrek hoef te word aan 'n werknemer wat ingevolge klosule (5) (10) (c) van die werkurebepalings uitgesluit is nie.

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

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

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

(5) *Kos en inwoning.*—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkewer nie van sy werknemer vereis om kos of inwoning of kos en inwoning van hom of van enigemand anders of op 'n plek deur hom aangewys, aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of vir ledegelede van vakverenigings;

(b) behoudens andersluidende bepalings in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoeke van sy werkewer van sy werk afwesig is, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(4) *Calculation of wages.*—(a) 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 prescribed for such employee in any week.

(b) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who normally works a five-day week;

(ii) six, in the case of any other employee.

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

(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 75 cents per week or, if he is a casual employee, not less than 15c 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 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) 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—

(a) the employer's name;

(b) the employee's name or his number on the pay-roll and his occupation;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the number of hours worked by the employee on a Sunday, a public holiday referred to in clause 8 (1) or during his free period;

(f) the employee's wage;

(g) the details of any other remuneration arising out of the employee's employment;

(h) the details of any deductions made;

(i) the actual amount paid to the employee; and

(j) 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: Provided that—

(i) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand to him the relevant receipt together with the aforementioned statement;

(ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (c).

(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 Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to trade unions;

(b) 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;

(c) enige bedrag wat 'n werkewer regtens of kragtens van ingevolle 'n bevel van 'n bevoegde hof mag of moet afstrek;

(d) wanneer 'n werknemer daartoe instem of daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkewer aan te neem, 'n bedrag van hoogstens—

*Per week Per maand*

	R	R
(i) Kos.....	1,65	7,15
(ii) Inwoning.....	0,85	3,68
(iii) Kos en inwoning.....	2,50	10,83

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

(i) sodanige aftrekking hoogstens een-derde van die werknemer se weekloon is, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen aftrekking ten opsigte van korttyd wat deur 'n slappe in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkewer sy werknemer op die vorige werkdag kennis gegee het van sy voorname om die gewone werkure te verminder;

(iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens 'n onklaarraking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkewer betaal het of onderneem het om te betaal aan 'n Administrasieraad ten opsigte van die huur van 'n huis of vir huisvesting in 'n tehuis wat die werknemer in enige gebied onder die beheer van so 'n raad bewoon.

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

(1) *Gewone werkure.*—'n Werkewer mag nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n besteller, drywer van 'n motorvoertuig, inspekteur, bestelwabediende of 'n bestelwabediende se assistent—

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

(b) in die geval van enige ander werknemer wat ses dae in 'n week werk—

(i) 46 in enige week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraph (i) nege op een dag en agt op enige van die oorblywende dae van die week, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enigeen van die oorblywende dae tot agt en 'n half verleng kan word;

(c) in die geval van enige ander werknemer wat vyf dae in 'n week werk—

(i) 46 in enige week van vyf werkdae tussen Maandag tot en met Saterdag; en

(ii) behoudens subparagraph (i), nege en 'n kwart op enige dag:

Met dien verstande dat, in die geval van 'n skofwerk, 'n werkewer van hom kan vereis of hom kan toelaat om sy gewone werkure te werk wat hoogstens 46 in enige week van Maandag tot en met Saterdag mag wees.

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

(3) 'n Werkewer mag nie van sy besteller, bestuurder van 'n motorvoertuig, inspekteur, bestelwabediende of bestelwabediende se assistent vereis om hom toelaat om voor 05h00 te begin werk of om sy werkewer se bedryfsinrichting vir die verkoop of aflewing van brood of banket voor 05h30 te verlaat of om na 17h30 op enige dag te werk nie, en sodanige werknemer mag nie, behalwe weens omstandighede buite sy beheer soos 'n natuurkamp of 'n onklaarraking van sy voertuig, na 17h00 op enige dag na sy werkewer se bedryfsinrichting terugkeer nie: Met dien verstande dat daar van sodanige werknemer vereis of hy toegelaat kan word om—

(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;

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(d) whenever an employer agrees or is required in terms of the Blacks (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
(i) Board.....	1,65	7,15
(ii) Lodging.....	0,85	3,68
(iii) Board and lodging.....	2,50	10,83

(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 raw materials, 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 or has undertaken to pay to any Administration Board in respect of the rent of any house or accommodation in any hostel occupied by such employee in any area under the control of such Board.

## 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) 48 in any week from Monday to Saturday, inclusive; and

(ii) eight on any day;  
(b) in the case of any other employee who works a six-day week—

(i) 46 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i), nine on one day and eight on any of the remaining days of the week, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one half;

(c) in the case of any other employee who works a five-day week—

(i) 46 in any week of five work-days between Monday and Saturday, inclusive; and

(ii) subject to subparagraph (i), nine and one quarter on any day:

Provided that, in the case of a shift worker, an employer may require or permit him to work his ordinary hours of work, which shall not exceed 46 in any week from Sunday to Saturday inclusive.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight and a half 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 05h00 or to leave his employer's establishment for the sale or delivery of bread or confectionery earlier than 05h30 nor to work after 17h30 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 17h00 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 20 to 31 December, inclusive;

(iii) op die Donderdag onmiddellik voor Goeie Vrydag;  
 (iv) vir 'n tydperk van hoogstens een week in enige jaar gedurende 'n landbouskou;  
 (v) op 'n Saterdag;  
 om 04h30 te begin werk en om sy werkgewer se bedryfsinrichting om 05h00 te verlaat.

(4) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 'n halfuur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as 'n halfuur onderbreek word, uitgesonderd waar voorbehoudbepaling (iv) van toepassing is, geag word aaneenlopend te wees;

(ii) as sodanige pouse langer as 'n halfuur is, enige tyd wat een uur te bobe gaan, geag word werktyd te wees;

(iii) alleenlik een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;

(iv) wanneer daar, vanweë oortyd wat gwerk is, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse tot minstens 15 minute verkort mag word;

(v) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gwerk het nie.

(5) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (4), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

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

- (a) in die geval van 'n los werknemer, twee uur op 'n dag;
- (b) in die geval van enige ander werknemer, 10 uur in 'n week:

Met dien verstande dat die daagliks 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 met onderskeidelik een uur en vyf uur verleng mag word.

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

- (a) tussen 18h00 en 06h00 te werk nie;
- (b) op meer as vyf dae in 'n week na 13h00 te werk nie;
- (c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat 'n werkweek van vyf dae het, op 'n Saterdag tot vier uur oortyd mag werk, maar dan só dat die oortydwerk hoogstens 10 uur in enige week is;
- (d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;
- (e) op meer as 60 dae in 'n jaar oortyd te werk nie;
- (f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 45 sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

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

(a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op enige dag gwerk;

(b) in die geval van 'n ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in enige week gwerk:

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

(9) *Vry periode.*—'n Werkgewer moet aan elkeen van sy skof-werkers 'n vry periode van minstens 24 agtereenvolgende ure in elke week toestaan, maar indien 'n werkgewer van so 'n werknemer vereis of hom toelaat om gedurende sy vry periode te werk, maak die ure gwerk nie deel uit van die gewone werkure in subklousule (1) voorgeskryf nie.

(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 04h30 and to leave his employer's establishment at 05h00.

(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;

(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 be reduced to not less than 15 minutes;

(v) a driver who during such interval does no work other than being or remaining in charge of his motor vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.

(5) *Hours of work to be consecutive.*—Save as provided in subclause (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, 10 hours in any week:

Provided that during the week commencing on the Monday preceding Easter Monday and the period from 12 to 31 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 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime for more than two hours on any day except that an employee who works a five-day week may work up to four hours' overtime on a Saturday, but so that 10 hours' overtime is not exceeded in any week;

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

(e) overtime on more than 60 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 45 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 subclause (6), shall pay such employee in respect of such excess overtime at a rate of not less than one and one half times his ordinary wage.

(9) *Free period.*—An employer shall grant to each of his shift-workers a free period of not less than 24 consecutive hours in every week but, if an employer requires or permits such an employee to work during his free period the hours worked shall not form part of the ordinary hours of work prescribed in subclause (1).

(10) *Voorbehoudbepalings*—(a) Subklousules (1) tot en met (9) is nie van toepassing nie op—

(i) 'n bestuurder, 'n senior bestuurs-, professionele of administratiewe werknemer of 'n voormanbakker indien en solank sodanige werknemer gereeld 'n loon ontvang van minstens—

(aa) R600 per maand in die geval van werknemers in die munisipale gebiede van Bloemfontein, Kimberley en Welkom en die landdrosdistrik Pietermaritzburg;

(ab) R550 per maand in die geval van werknemers in die munisipale gebiede van Kroonstad en Odendaalsrus en die dorpsbestuurgebied van Virginia; en

(ac) R500 per maand in die munisipale gebiede van Barkly-Wes en Howick en die dorpsraadgebied van Richmond (Natal);

(ii) 'n wag wie se werkgever hom 'n vry periode van minstens 24 agtereenvolgende ure ten opsigte van elke week diens toestaan;

Met dien verstande dat—

(a) die werkgever geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

(ab) 'n werkgever, in plaas van sy wag sodanige vry periode toe te staan, die wag die loon kan betaal wat hy sou ontvang het as hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige periode wat nie toegestaan is nie.

(b) Subklousule (4) is nie van toepassing op 'n besteller, 'n drywer van 'n motorvoertuig, 'n inspekteur, 'n bestelwabediende of 'n bestelwabediende se assistent nie.

(c) Subklousules (4), (5) en (6) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.

#### 6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof toestaan en moet die werknemer verlof neem van—

(a) in die geval van 'n wag, 21 agtereenvolgende dae;

(b) in die geval van enige ander werknemer, 14 agtereenvolgende dae;

en moet die werkgever sodanige werknemer ten opsigte van sodanige verlof betaal—

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het:

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

(2) Die verlof by subklousule (1) voorgeskryf, moet verleen en geneem word, na gelang van die geval, op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

(i) as sodanige verlof nie eerder verleent nie, dit, behoudens subklousule (3), so verleent moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleent met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie met siekterverlof wat ingevolge krousule 7 verleent is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding of diens ingevolge die Verdedigingswet, 1957, mag saamval;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk gevoeg moet word as 'n verdere tydperk van verlof en dat die werknemer vir elke sodanige dag wat bygevoeg word, 'n bedrag van minstens sy dagloon betaal moet word;

(iv) 'n werkgever al die dae geleenthedsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom verleent is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

(10) *Savings*.—(a) Subclauses (1) to (9), inclusive, shall not apply to—

(i) a manager, a senior managerial, professional or administrative employee or a foreman baker if and for so long as such employee is in receipt of a regular wage at a rate of not less than—

(aa) R600 per month in the case of employees in the municipal areas of Bloemfontein, Kimberley and Welkom and the Magisterial District of Pietermaritzburg;

(ab) R550 per month in the case of employees in the municipal areas of Kroonstad and Odendaalsrus and the area of the village management board of Virginia; and

(ac) R500 per month in the municipal areas of Barkly West and Howick and the town board area of Richmond (Natal);

(ii) a watchman whose employer grants him a free period of not less than 24 consecutive hours in respect of every week of employment: Provided that—

(aa) the employer makes no deduction from his watchman's wage in respect thereof;

(ab) an employer may, in lieu of granting his watchman any such free period, pay the watchman the wage he would have received had he not worked during such period plus an amount of not less than double his daily wage in respect of such period not granted.

(b) Subclause (4) shall not apply to a delivery employee, a driver, an inspector, a vanman or a vanman's assistant.

(c) Subclauses (4), (5) and (6) shall not apply to an employee while he is engaged on emergency work.

#### 6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with him—

(a) in the case of a watchman, 21 consecutive days' leave;

(b) in the case of every other employee, 14 consecutive 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 which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced:

Provided that for the purposes 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) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in subclause (1) shall be granted and be taken, as the case may be, 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 subclause (3), be granted so as to commence within four months after the completion of the 12 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 so agrees in writing, with any period of military training or service under the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic 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 such employee's written request during the period of 12 months of employment to which the period of leave relates.

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

(i) dat sodanige werknemer so 'n versoek doen binne vier maande na verstryking van die eerste tydperk van 12 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 tot minstens na verstryking van die verloftydperk bewaar.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

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

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf 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) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vierde van die weekloon; en

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, 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 'n verloftydperk wat hy ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer verleen het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klausule 12 (4), 'n werknemer—

(i) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingtermyn uit te dien wat by klausule 12 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgever betaal het in plaas daarvan om aldus kennis te gee; of

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

(iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is;

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

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen 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 verleen was.

(7) By die toepassing van hierdie klausule word die uitdrukking "diens" geag te omvat—

(a) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer ingevolge klausule 12 betaal in plaas van kennis te gee;

(b) enige tydperk wat 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klausule;

(ii) met siekterverlof ingevolge klausule 7;

(iii) op las of versoek van sy werkgever;

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingsydperk of dienstydperk as diens te eis nie;

en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voordat hierdie Vasstellung bindend geword het, kragtens enige wet op 'n tydperk van jaarlike verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat, voordat hierdie Vasstellung bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hierdie Vasstellung bindend geword het, en wel op die jongste van die twee datums.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

(i) the request is made by such employee not later than four months after the expiration of the first period of 12 months of employment to which the leave relates; and

(ii) the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request at least until after the expiration of the period of leave.

(b) Subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (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 12 months of employment before the period of leave prescribed in subclause (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 subclause 1 (a), one-fourth; and

(b) in the case of an employee referred to in subclause 1 (b), 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 subclause (2): Provided further that subject to clause 12 (4), 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 subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (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 purposes 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 one year to not more than 10 weeks; and

(c) any period during which an employee is absent on military training or service 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 or service;

and employment shall be deemed to commence—

(i) in the case of an employee who, before this Determination became binding, had 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 this Determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this Determination became binding, whichever is the later.

## 7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongesiktheid van die werk afwesig is, siekterlof verleen van—

- (a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 20 werkdae; en
- (b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae;

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekterlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klosule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongesiktheid in die omstandighede in hierdie klosule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdae, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van hierdie subklousule vermeld;

(iii) waar 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klosule ten opsigte van afwesigheid weens ongesiktheid verskuldig is;

(iv) indien daar by 'n ander wet van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongesiktheid waarvoor hierdie klosule voorsiening maak, hierdie klosule nie van toepassing is nie.

(v) dat die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekterlof ingevolge hierdie klosule, bereken word op die grondslag van die besoldiging wat aan 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klosule eis ten opsigte van enige afwesigheid van sy werk—

- (a) vir langer as drie agtereenvolgende werkdae; of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongesiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klosule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleenthed 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 24 maande diens by dieselfde werkgever weens ongesiktheid vir 'n langer tydperk afwesig is as die siekterlof wat hom ten tyde van sodanige ongesiktheid toekom, is hy geregtig op betaling vir slegs dié siekterlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde tydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongesiktheid uitbetaal vir sover die siekterlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klosule—

- (a) word die uitdrukking "diens" geag te omvat—
- (i) enige tydperk wat 'n werknemer afwesig is—
- (aa) met verlof ingevolge klosule 6;
- (ab) op las of versoek van sy werkgever;
- (ac) met siekterlof ingevolge subklousule (1);

en wat in enige jaar altesaam hoogstens 10 weke beloop, en

## 7. SICK LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who normally works a five-day week, not less than 20 work-days'; and
- (b) in the case of any other employee, not less than 24 work-days';

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and in the case of any other employee, 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 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 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 his subclause;

(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, 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 more than three consecutive work-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, Republic 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 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 24 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 in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment or on termination of employment before such expiration pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

(4) For the purposes 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;
  - (ab) on the instructions or at the request of his employer;
  - (ac) on sick leave in terms of subclause (1);
- amounting in the aggregate, in any one year, to not more than 10 weeks; and

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding of diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk of diens-tydperk as diens te eis nie;

en word enige tydperk van diens by dieselfde werkgewer onmiddellik voordat hierdie Vasstelling bindend geword het, by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en word alle siekteleof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Vasstelling verleen te wees;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk van vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

#### 8. OPENBARE VAKANSIEDAE EN SONDAE

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom, behoudens 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 altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het.

(3) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n skofwerker, op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige Sondag werk, of minstens dubbel sy dagloon betaal, en wel die bedrag wat die grootste is; of

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

(4) Wanneer 'n skofwerker op 'n Sondag werk, moet sy werkgewer hom minstens dubbel 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 gedurende sy vry periode werk, moet sy werkgewer die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk deur hom gedurende sy vry periode gewerk, of minstens dubbel sy dagloon, naamlik die grootste bedrag.

(6) Wanneer 'n los werknemer op 'n Sondag of op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy op enige van die 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) Ondanks andersluidende bepalings in hierdie Vasstelling, mag 'n werkgewer nie van sy besteller, drywer van 'n motorvoertuig, inspekteur, bestelwabediente of bestelwabediente se assistent vereis of hom toelaat om op 'n Sondag te werk nie en hy mag ook nie van enige ander klas werknemer, met inbegrip van 'n los werknemer, vereis of hom toelaat om die pligte van enige van genoemde klasse werknemers op 'n Sondag te verrig nie.

(8) Voorbehoudbepalings.—(a) Subklousules (1), (2) en (3) is nie op 'n wag van toepassing nie.

(b) Subklousules (1) tot en met (5) is nie van toepassing nie op 'n werknemer wat ingevolge klousule 5 (10) (a) (i) van die werkurebepalings van hierdie Vasstelling uitgesluit is.

(ii) any period during which an employee is absent on military training or service 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 or service;

and any one period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding shall, for the purposes 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 sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

#### 8. PUBLIC HOLIDAYS, SUNDAYS AND FREE PERIODS

(1) Subject to 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, Republic 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, Republic 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 the employee 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 during his free period, 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 during such free period, 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, Republic 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) 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.

(8) Savings.—(a) Subclauses (1), (2) and (3) shall not apply to a watchman.

(b) Subclauses (1) to (5), inclusive, shall not apply to an employee who is excluded from the hours of work provisions of this Determination by virtue of clause 5 (10) (a) (i).

## 9. STUKWERK

(1) 'n Werkewer kan nadat hy minstens een week vooraf kennis aan sy werkemmer gegee het, 'n stukwerkstelsel invoer, en sodanige werkewer moet, behoudens klosule 4 (6), sy werkemmer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomsig sodanige stelsel van toepassing is: Met dien verstande dat die werkewer, ongeag die hoeveelheid werk wat verrig is, sodanige werkemmer moet betaal—

(a) in die geval van 'n werkemmer, uitgesonderd 'n los werkemmer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat hy so 'n werkemmer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het;

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

(2) 'n Werkewer moet 'n lys van die besoldiging in subklosule (1) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou.

(3) 'n Werkewer wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werkemmer wat volgens sodanige stelsel werk, minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkewer en sy werkemmer oor 'n langer kennisgewingtermyn ooreen kan kom, en in so 'n geval mag die werkewer nie vir 'n korter termyn as dié waaroor daar ooreengeskoom is, kennis gee nie.

(4) Ondanks andersluidende bepalings in hierdie klosule, hoof 'n werkewer nie 'n los werkemmer kennis te gee van sy voorneme om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

## 10. GETALSVERHOUDING

(1) 'n Werkewer 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 Werkewer mag nie 'n bakkersassistent in diens neem nie, tensy hy 'n voormanbakker in sy diens het, en hy mag hoogstens ses bakkersassistentes vir elke voormanbakker en ses vir elke bakker in diens neem.

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

(4) By die toepassing van hierdie klosule kan 'n werkewer 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 werkewer of 'n bestuurder vir hoogstens een skof op 'n dag of in hoogstens een bedryfsinrigting op 'n dag aldus geag mag word.

(5) Hierdie klosule is afsonderlik van toepassing op elke bedryfsinrigting en subklosules (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 Werkewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werkemmer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werkemmer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkewer.

## 12. BEEINDIGING VAN DIENSKONTRAK

(1) 'n Werkewer of sy werkemmer, uitgesonderd 'n los werkemmer, wat die dienskontrak wil beeindig, moet—

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

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

vooraf kennis van die beeindiging van die kontrak gee, of 'n werkewer of 'n werkemmer kan die kontrak sonder kennisgewing beeindig deur, in plaas van sodanige kennisgewing, aan die werkemmer of die werkewer, na gelang van die geval, te betaal—

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werkemmer ten tyde van sodanige beeindiging ontvang;

(ii) in die geval van een week kennisgewing, minstens die weekloon wat die werkemmer ten tyde van sodanige beeindiging ontvang:

Met dien verstande dat—

(i) die reg van 'n werkewer of sy werkemmer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beeindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkewer en sy werkemmer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klosule voorgeskryf word;

## 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 the 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 the 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 notice for a period not shorter than that 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 purposes 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 subclauses (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, gumboots or other 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, gumboots or other 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 affect—

(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;

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werkneem wat dros;

nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werkneem op die datum van die beëindiging verminder is deur aftrekings ten opsigte van korttyd en die werkgever hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermy waaraan daar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, kan op enige werkdag geskied: Met dien verstande dat—

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

(ii) daar nie gedurende 'n werkneem se afwesigheid met siekteleof ooreenkomsdig klousule 7 kennis gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Vasstelling mag 'n werkgever, in die geval waar 'n werkneem sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermy uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werkneem uit hoofde van enige bepaling van hierdie Vasstelling skuld, aan homself 'n bedrag toeëien van hoogstens dié wat sodanige werkneem hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgever 'n bedrag aldus aan homself toeëien het in plaas van kennisgewing, daar by die toepassing van klousule 6 (5) geag word dat die werkneem die werkgever betaal het in plaas van kennis te gee.

### 13. VERBOD OP INDIENSNEMING

'n Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie.

### 14. DIENSSERTIFIKAAT

Behalwe waar 'n werkneem se dienskontrak op grond van diensverlating beëindig word of waar die werkneem 'n los werkneem is, moet die werkgever by beëindiging van enige dienskontrak die werkneem van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vasstelling voorgeskryf en waarin die volle name van die werkgever en die werkneem, die beroep van die werkneem, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werkneem op die datum van sodanige beëindiging vermeld word.

#### BYLAE

Ek/Ons (\*)...  
wat die Bak- en Banketnywerheid beoefen te...  
  
verklaar hierby dat...  
in my/ons (\*) diens was van die... dag  
van... 19... tot die... dag  
van... 19... as (†).  
By diensbeëindiging was sy/haar (\*) loon... rand  
sent per week/maand (\*).

(Handtekening van werkgever of  
gemagtigde verteenwoordiger)

Datum.....

(\*) Skrap wat nie van toepassing is nie.

(†) Meld die beroep waarin die werkneem uitsluitlik of hoofsaaklik in diens was, bv., klerk, arbeider, bakker bakkersassistent, bestelwabediende.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bestaande Bylae Loonvasstelling 281, gepubliseer by Goewermentskennisgewing R. 1851 van 18 November 1966, soos gewysig by Goewermentskennisgewing R. 463 van 22 Maart 1974.)

(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 subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(3) The notice prescribed in subclause (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 on military training or service 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 contained 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: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall for the purposes of clause 6 (5) be deemed to have paid the employer in lieu of notice.

### 13. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

### 14. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the 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 of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

#### SCHEDULE

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

(Signature of employer or  
authorised representative)

Date.....

(\*) Delete whichever is applicable.

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

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Determination 281, published under Government Notice R. 1851 of 18 November 1966, as amended by Government Notice R. 463 of 22 March 1974.)

No. R. 1698

25 Augustus 1978

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941BROOD- EN BANKETNYWERHEID, SEKERE  
GEBIEDE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Loonvasstelling vir die Brood- en Banketnywerheid, gepubliseer by Goewermentskennisgewing R. 1697 van 25 Augustus 1978, oor die algemeen vir die werkemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 1698

25 August 1978

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941BREAD AND CONFECTIONERY INDUSTRY,  
CERTAIN AREAS

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Wage Determination for the Bread and Confectionery Industry, published under Government Notice R. 1697 of 25 August 1978, to be, on the whole, 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.

S. P. BOTHA, Minister of Labour.

# Werk mooi daarmee.

# Ons leef daarvan

# Use it.

# Don't abuse it.

**water is for everybody**

## MILITARIA

*Militaria* is 'n militêr-historiese tydskrif wat deur die Dokumentasiediens van die Suid-Afrikaanse Weermag op 'n kwartaalbasis uitgegee word.

Hierdie geïllustreerde tydskrif bevat artikels oor o.a.:

Die Anglo-Boereoorlog en vroeëre Suid-Afrikaanse militêre geskiedenis.

Suid-Afrikaanse deelname aan beide Wêreldoorloë.

Eenheidsgeskiedenisse.

Die groei en ontwikkeling van die Suid-Afrikaanse Weermag.

Bronnepublikasies en besprekings van militêr belangrike boeke word in die meeste nommers ingesluit.

Daar het reeds 23 uitgawes van *Militaria* verskyn.

Huidige nommers van *Militaria* kan by Die Staatsdrukker, Privaatsak X85, Pretoria, 0001, teen R1 (buitelands R1,25) per eksemplaar gekoop word. Die meerderheid vorige nommers is nog beskikbaar.

## MILITARIA

*Militaria* is a military-historical journal published quarterly by the Documentation Service of the South African Defence Force.

This illustrated journal contains articles on subjects as:

The Anglo Boer War and early South African military history.

South Africa's participation in the two World Wars.

Unit histories.

The growth and development of the South African Defence Force.

Source publication and book reviews of important military publications are included in most issues.

To date 23 editions of *Militaria* have been published.

Current copies of *Militaria* may be obtained from The Government Printer, Private Bag X85, Pretoria, 0001, at R1 (overseas R1,25) per copy. Copies of most back editions are still available.

## Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkiekslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbus-nommer waar van toepassing.
11. 'n Posadres is onvoldoende as die toepaslike poskode weggelaat is.

## Useful hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.
11. A postal address is insufficient when the appropriate postcode is omitted.

## Geregistreerde pos is nie verseker nie.

**Stuur waardevolle artikels per**

**VERSEKERDE PAKKETPOS**

**en**

**Geld deur middel van 'n POSORDER of**

**POSWISSEL.**



*Stuur u pakkette per lugpos*

**—dis vinniger!**



**RAADPLEEG U PLAASLIKE POSMEESTER.**

## Registered mail carries no insurance.

**Send valuables by**

**INSURED PARCEL POST**

**and**

**Money by means of a POSTAL ORDER or**

**MONEY ORDER.**



*Use air mail parcel post*

**—It's quicker!**



**CONSULT YOUR LOCAL POSTMASTER.**

Om 'n

## Bevredigende Telefoon diens te verseker:

- Lees die nuttige wenke en aanwysings wat op die bladsye in verband met spesiale dienste en oor ander inligting in u telefoongids voorkom.
- Maak u gesprekke so kort moontlik.
- Wees seker dat u die regte nommer het voordat u 'n oproep maak.
- Beantwoord u telefoon onmiddellik en praat duidelik.

To ensure a

## Satisfactory Telephone Service

- Read the special services and other information pages of your directory for useful hints and directions.
- Avoid long conversations.
- Be sure of the number you want before making a call.
- Answer your telephone promptly and speak distinctly.

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deur

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