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GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
 UTILISATION**

No. R. 2091

17 October 1980

WAGE ACT, 1957

WAGE DETERMINATION 402.—BREAD AND CONFECTIONERY INDUSTRY, EAST LONDON, KING WILLIAM'S TOWN AND QUEENSTOWN

By direction of the Minister of Manpower Utilisation 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, East London, King William's Town and Queenstown, 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, other than managers, in the Bread and Confectionery Industry in the Magisterial Districts of East London, King William's Town and Queenstown.

2. DEFINITIONS

Unless the context otherwise indicates, any expression used in this Determination and defined in the Wage Act, 1957, has the same meaning as in that Act, and for the purposes of this Determination an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

(1) "artisan" means an employee, other than a baker, who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 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; (2)

(2) "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; (30)

GOEWERMENSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
 BENUTTING**

No. R. 2091

17 Oktober 1980

LOONWET, 1957

**LOONVASSTELLING 402.—BROOD- EN BANKET-
 NYWERHEID, OOS-LONDEN, KING WILLIAM'S
 TOWN EN QUEENSTOWN**

In opdrag van die Minister van Mannekragbenutting, 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, Oos-Londen, King William's Town en Queenstown, 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 DIE VASSTELLING

Hierdie vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Brood- en Banketnywerheid in die landdrostdistrikte Oos-Londen, King William's Town en Queenstown.

2. WOORDOMSKRYWINGS

Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en by die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is; voorts, tensy onbestaanbaar met die sinsverband, beteken—

(1) "algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Houtkiste uit reeds voorbereide duie aanmeekaarsit of reeds voorbereide kartondose of veselborddose met die hand oprig;

(b) 'n ambagsman bystaan deur artikels of gereedskap vas te hou of op 'n ander manier met hom saam te werk sonder om selfstandig die gereedskap te gebruik;

(c) die produkte van 'n bedryfsinrigting, houers, materiaal, werktuie of ander artikels dra, oplig of opstapel;

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

(3) "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 temperature 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) measuring or mass-measuring ingredients used in the making of confectionery; (3)

(4) "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";

Provided that an employee who performs none of the said operations other than putting pans containing dough into an automatic oven may be deemed not to be a baker's assistant; (4)

(5) "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; (18)

(6) "bread" without limiting its ordinary meaning includes buns, rolls and fancy bread; (12)

(7) "Bread and Confectionery Industry" means the industry in which employers and employees are associated in establishments that 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; (13)

(8) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (22)

(9) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a telephone switchboard operator and a storeman but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work; (19)

(10) "confectionery" without limiting its ordinary meaning, includes kitkes, cakes, pastries, rusks, pasties, pies, sausage rolls, scones, currant bread, doughnuts, mosbolletjies or 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; (5)

(11) "counterhand" means an employee who is engaged in selling bread or confectionery over the counter in an establishment and who may receive cash for goods sold; (36)

(12) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (14)

(13) "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; (7)

(14) "driver" means an employee who, by means of a motor vehicle driven by himself, is engaged in delivering bread, confectionery, letters or other articles or messages from an establishment, and who may collect cash in the case of c.o.d. sales and accept written orders but who does not sell bread or confectionery or canvass for orders; (24)

(e) neut skoonmaak, kraak, maal of sorteer;

(f) vrugte skoonmaak of van pitte ontdoen;

(g) eiers kraak, maar nie die wit van die eiers van die geel skei nie;

(h) vleis met die hand sny of 'n vleismol bedien;

(i) deeg in vultregters gooi;

(j) petroltenks of verkoelers van motorvoertuie volmaak, bande oppomp of voertuie met behulp van 'n handhystoestel of domkrag oplig of laat sak;

(k) draborde, panne, kiste, blikke, werktuie, vlampype, skoorstene of roetkaste smeer, skoonmaak of vir gebruik gereed maak;

(l) brood, kiste of blikke etiketteer;

(m) latrines, buitegeboue of kampongs afwit;

(n) laai of aflaa;

(o) tee of dergelyke drank vir die werknemers of die werkgewer maak of dit aan hulle bedien;

(p) vuur maak, stook of uithaal of as verwyder;

(q) diere of diervoertuie oppas;

(r) sakke of kiste oop- of toemaak;

(s) artikels van gelyke grootte en aantal in houers verpak wat spesiaal ontwerp is om hulle te bevat;

(t) die produkte van 'n bedryfsinrigting ter opberging of aflewering aan 'n verpakker in die bedryfsinrigting op draborde of soortgelyke houers pak;

(u) panne op vervoerband of bewegende platform plaas;

(v) verf van bestelwaens op 'n ander manier as met 'n blaaslamp verwyder;

(w) meel in 'n sifmasjien gooi;

(x) brood of banket was of verf;

(y) uniforms, oorpakke of ander beskermende klere was; (19)

(2) "ambagsman" 'n werknemer, uitgesonderd 'n bakker, wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomsywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidstifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n stifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet; (1)

(3) "bakker" 'n werknemer wat—

(a) minstens vier jaar ondervinding van die maak van brood of banket gehad het; of

(b) sy vakleerlingskap in die ambag bak- en banketbak ingevolge die Wet op Vakleerlinge, 1944, deurgemaak het;

wat enige werk in verband met die maak van brood of banket verrig en wat toesig hou oor werknemers wat een of meer van ondergenoemde werksaamhede verrig:

(i) Banket versier, vul of afwerk;

(ii) deeg met die hand terugslaan;

(iii) deeg maak vir brood;

(iv) bestanddele meng;

(v) deeg of bakpanne wat deeg of banketmengsels bevat in oonde, uitgesonderd outomatiese oonde, plaas of brood of dergelyke bakpanne daaruit haal;

(vi) gevormde of gefatsoeneerde deeg in bakpanne plaas gereed om dit finaal te laat panrys of te bak;

(vii) die temperatuur van oonde reël;

(viii) banketmengsels massameet en dit in panne of ander houers plaas om dit te kook of te bak;

(ix) brode massameet, vorm, vleg of fatsoeneer;

(x) bestanddele wat by die maak van banket gebruik word, massameet of afmeet; (3)

(4) "bakkersassistent" 'n werknemer wat onder die toesig van 'n voor-manbakker of 'n bakker—

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

(b) een of meer van die werksaamhede verrig wat in items (i) tot en met (x) in die woordomsywing van "bakker" genoem word;

Met dien verstande dat 'n werknemer wat geeneen van genoemde werksaamhede verrig nie, behalwe dat hy panne wat deeg bevat in 'n outomatiese oond plaas, nie 'n bakkersassistent geag hoef te word nie; (4)

(5) "banket" sonder om die gewone betekenis daarvan te beperk, ook kitkes, koek, soetgebak, beskuit, pastetjies, pastie, worsrolletjies, botterbroodjies, korentebrood, oliebolle, mosbolletjies of enige ander goedere wat deur middel van suurdeeg gerys is, uitgesonderd brood, maar omvat dit nie wafels, roomswafels of -keëls, honde- of jonghondbeskuit, pretzelstokkies om matzos nie; (10)

(6) "bedryfsinrigting" 'n perseel of 'n gedeelte daarvan waarop of in verband waarmee een of meer werknemers in die Brood- en Banketnywerheid in diens is; (16)

(15) "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—

(i) ships;

(ii) trucks or vehicles of the South African Railways and Harbours;

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or

(c) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; (26)

(16) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in the Bread and Confectionery Industry; (6)

(17) "experience" means in relation to—

(a) a repair shop assistant the total period or periods of employment as a repair shop assistant in any trade or in the service of the State;

(b) 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 or in the service of the State: Provided that only one half of the period or periods of employment which an employee has had as a part-time employee shall be reckoned as employment as a clerk or counterhand, as the case may be;

(c) any other employee, the total period or periods of employment which such employee has had in the making of bread or confectionery in the Bread and Confectionery Industry; (28)

(18) "foreman baker" means a baker who is in charge of a shift engaged in making bread or confectionery; (39)

(19) "general worker" means an employee who is engaged in any one or more of the following activities:

(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 without using the tools independently;

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

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

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

(f) cleaning or stoning fruit;

(g) cracking eggs, but not separating the white of the eggs from the yolks;

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

(i) feeding dough into hoppers;

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

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

(l) labelling loaves, boxes or tins;

(m) lime-washing latrines, outbuildings or compounds;

(n) loading or unloading;

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

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

(q) minding animals or animal-drawn vehicles;

(r) opening or closing bags or boxes;

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

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

(u) placing pans on conveyor belt or moving platform;

(v) removing paint from vans in any other way than by means of a blowlamp;

(w) tipping flour into a mechanical sieve;

(x) washing or painting loaves or confectionery;

(y) washing uniforms, overalls or other protective clothing; (1)

(20) "Grade I employee" means an employee who is engaged in any one or more of the following activities or capacities:

(a) Cooking meat or vegetables;

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

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

(d) cutting buns for creaming;

(7) "besteller" 'n werknemer wat brood, banket, briewe of ander artikels of boodskappe van 'n bedryfsinrigting op 'n ander manier as per motorvoertuig aflewer en wat in die geval van k.b.a.-verkope kontant kan invorder en skriftelike bestellings kan aanneem en wat aanspreeklik is vir goedere wat weggeneem en kontant wat ontvang word maar wat nie brood of banket verkoop of bestellings werf nie; (13)

(8) "bestelwa" 'n dierevoertuig of 'n kragaaangedrewe voertuig van watter aard ook al wat vir die vervoer van brood of banket gebruik word; (38)

(9) "bestelwabediende" 'n werknemer—

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

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

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

en wat brood of banket uit 'n bestelwa kan aflewer en die bestelwa kan bestuur; (39)

(10) "bestelwabediende se assistent" 'n werknemer wat onder die toesig van 'n bestelwabediende brood of banket uit 'n bestelwa aflewer of verkoop maar wat nie die bestelwa dryf nie; (40)

(11) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele—

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk; (24)

(12) "brood" sonder om die gewone betekenis daarvan te beperk, ook bolletjies, rolle en luuksebrood; (6)

(13) "Brood- en Banketnywerheid" die nywerheid waarin werkgevers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of aan registrasie onderworpe is vir die vervaardiging of maak van brood of banket, of albei, vir verkoop, en omvat dit die verspreiding deur sodanige wergewers van brood of banket, of albei, en omvat dit verder alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit; (7)

(14) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n skofwerker, dit beteken 'n tydperk van 24 uur gereken vanaf die tydstop waarop so 'n werknemer begin werk; (12)

(15) "deeltydse werknemer" 'n klerk of 'n toonbankbediende wat as sodanig by die week of maand werksaam is vir hoogstens 24 gewone werkeure per week; (29)

(16) "faktotum" 'n werknemer wat kleiner herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue mag doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (21)

(17) "herstelwinkelassistent" 'n werknemer wat onder toesig van 'n ambagsman een of meer van die volgende werksaamhede in verband met motorvoertuie verrig: Met dien verstande dat die verrigting van enigeen van die werksaamhede in hierdie omskrywing vermeld, nie so uitgelê mag word dat dit die verrigting van vakmanswerk wat met sodanige werksaamhede in verband staan, toelaat nie:

(a) Beskermklae aanbring op enjins, samestellende dele, bybehore, vloermatte, sitplekoppervlakke, bagasiebakke of kantskopplate;

(b) wiele balanseer met enige masjien wat bedoel is om wiele los van die voertuig af te balanseer;

(c) die volgende nagaan en, indien nodig, regstel:

Smookklep; enjinkap; aansitter; handversneller; verkoeler; verwarmers; ventileerkabels of verkoelingstelselkabels; horlosies; rigtingaanwysers; deur- en vensterhandvatsels; deure, deurrubbers, slotte en sleutels; elektriese verbindinge vir stewigheid; generator- en alternatorbande vir korrekte spanning; slangverbindinge vir stewigheid; ruitveers en -wassers;

(d) nagaan en oor defekte by 'n ambagsman verslag doen van—

horlosies; rigtingaanwysers; deur- en vensterhandvatsels; deure, slotte en sleutels; elektriese verbruikspunte; verstellers van voorste sitplekke; ruitveers en -wassers;

(e) gate volgens patrone boor;

(f) waaierbande aanbring en stel waar geen meettoestelle of -instrumente nodig is nie;

(g) los sitplekoortreksels aanbring waar geen verandering daaraan nodig is nie;

(h) veiligheids gordels aanbring waar daar ankerpunte is;

(i) enige deel of eenheid verwyder;

(j) lekke in bakke met vulsel herstel en lekke in enjin, ewenaar en ratkas herstel deur vas te draai;

- (e) docking or notching;
 - (f) greasing machinery under supervision;
 - (g) knocking back dough by machine;
 - (h) labelling or wrapping parcels;
 - (i) loading pans into final prover by hand;
 - (j) operating a hand bun-divider or hand pie-machine;
 - (k) operating a hand filling-machine;
 - (l) putting pans containing dough into, or removing pans containing bread from, an automatic oven;
 - (m) removing dough from a moulding machine and placing it in pans;
 - (n) repairing or ironing uniforms, overalls or other protective clothing;
 - (o) separating whites of eggs from yolks;
 - (p) sieving flour by mechanical means;
 - (q) tipping dough by mechanical means;
 - (r) mass-measuring to a set massmeter or measuring to a set measure;
 - (s) wrapping labels round pies, wrapping individual products or sealing such wrapped products;
 - (t) changing wheels or tyres or repairing punctures or cleaning or polishing delivery vans;
 - (u) repairing delivery bicycles, inclusive of mending punctures, replacing spokes or aligning wheels;
 - (v) vanman's assistant;
 - (w) delivery employee; (41)
- (21) "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, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (16)
- (22) "law" includes the common law; (43)
- (23) "local authority" means any divisional council, city council, municipal council, village council, village management board, or any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any administration board established in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971); (31)
- (24) "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 or a department of an establishment and the employees engaged therein; (11)
- (25) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse and a tractor but does not include a mobile hoist or a fork lift truck; (25)
- (26) "overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and 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 an employee whose ordinary hours of work are prescribed in clause 5 (1), works for his employer on a Sunday; (29)
- (27) "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; (37)
- (28) "packer's assistant" means an employee, other than a general worker who, under the supervision of a packer, is engaged in receiving, checking, assembling or packing bread or confectionery for despatch or delivery or mass-measuring or addressing packages; (38)
- (29) "part-time employee" means a clerk or a counterhand who is employed as such by the week or month for not more than 24 ordinary hours of work per week; (15)
- (30) "repair shop assistant" means an employee who, under the supervision of an artisan, is engaged in any one or more of the following operations in connection with motor vehicles: Provided that the performance of any of the operations referred to in this definition may not be so interpreted that it allows for the performance of skilled work in connection with such operations:
- (a) Applying protective coatings to engines, components, accessories, floor mats, seat covers, boots or side kickplates;
 - (b) balancing wheels with any machine intended to balance wheels separately from the vehicle;

(k) die volgende vervang of installeer sonder om die finale elektriese verbindings aan te bring:

Alternators; bakke; baklyswerk; enjinkappe; remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid is; gloeilampies; stampers; kables, uitgesonderd elektriese verbindings; kabelhefbome; kabelskakelings; vergassers; kajuite; koppelaar- en drukplate; kronkelvere; verkoelingsstelsels, uitgesonderd lugversorging; silinderkoppe, sonder om hulle te wring; deure; deurhandvatsels; dryfasse, uitgesonderd voorwiel-aandrywing; enjinsamestelle; enjinmonterings; enjinmodderpanne, uitlaatsstelsels; buikplanke; vloerbedekkings; vliegwieldeksels, verwyderbaar; brandstoftype; brandstofpompe, uitgesonderd inspuitspompe; brandstoftenks; ratkassamestelle; ratkasmonterings; generators; glas; gruispanne; rooster; handrelingsklampe; verwarmers; lampe; spruitstukke; modderskerms; oliefilters of -siwwe en die skoonmaak daarvan; panele (buite of binne) of los toebehore, uitgesonderd waar gesweis; dryfasse; verkoelers; verkoelerproppe; radio's en bandopnemers; treeplanke; agterbakligte; sitplekke; sitplekoortreksels; aansitters; doppe; skokbrekers; voorste en agterste bladvere; aanslagplate; oliebakmoere en -boute; skerms; klepdeksels; waterslange; vensterrame; handruitslingers;

(l) agterasomhulselsamestelle (sonder die gebruik van handgereedskap) weer in posisie plaas en met die hand vasdraai;

(m) horlosie volgens korrekte tyd stel;

(n) voertuie smeer, olie of bespuit;

(o) duike in bakke uitklop of oppervlaktes vyl voordat dit geveer word;

(p) beskadigde oppervlaktes van bakke met waterpapier glad skuur voordat dit geveer word of opvryf nadat dit geveer is; (30)

(18) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook of uithaal; (5)

(19) "klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier, telefoonskakelbordoperateur en 'n masagnyman, 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; (9)

(20) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n bedryfslapte, 'n tekort aan grondstowwe of 'n onklaarraking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (34)

(21) "loon" die bedrag 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 as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; (41)

(22) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is; (8)

(23) "magagnyman" 'n werknemer wat verantwoordelik is vir die ontvang, berging of uitreiking van artikels of materiaal wat in 'n bedryfsinrigting vir die maak van brood of banket gebruik word; (35)

(24) "motordrywer" 'n werknemer wat met 'n motorvoertuig wat hy self dryf, die brood, banket, briewe of ander artikels of boodskappe van 'n bedryfsinrigting aflewer en wat in die geval van k.b.a.-verkoep kontant kan invorder en skriftelike bestellings kan aanneem, maar wat nie brood of banket verkoop of bestellings werf nie; (14)

(25) "motorvoertuig" 'n kragaangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoestel of vrkhuyswa nie; (25)

(26) "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—

(i) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; of

(c) enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie; (15)

(27) "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 twee- of driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees; (37)

(28) "ondervinding", met betrekking tot—

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

- (c) checking and, if possible, repairing the following:
Choke, bonnet, heater, starter, throttle, radiator, ventilation cables, or cooling system cables; clocks, flickers, door handles and window handles; doors, doorseals, locks and keys; electrical connections for tightness; generator and alternator belts for correct tension; hose connections for tightness; windscreen wipers and washers;
- (d) checking and reporting to an artisan on defects in—
clocks; flickers; door and window handles; doors; locks and keys; electrical consumer points; front seat adjusters; windscreen wipers and washers;
- (e) drilling holes according to patterns;
- (f) fitting and setting fan-belts where no measuring equipment or instruments are needed;
- (g) fitting loose seat covers where no alterations to them are necessary;
- (h) fitting safety belts where there are points of attachment;
- (i) removing any part or unit;
- (j) repairing leaks in bodies with filler and leaks in engines, differentials or gear-boxes by tightening;
- (k) replacing or installing the following without doing the final electrical connections:
Alternators; bodies; body moulding; bonnets; brake drums, except where the drums and the hub are a complete unit; light bulbs; bumpers; cables, except electrical connections; cable levers; cable hook-ups; carburettors; cabs; clutch and pressure plates; oil springs; cooling systems, except air-conditioning; cylinder heads, without twisting them; doors; door handles; driving shafts, except front-wheel drive; engine assemblies; engine mountings; engine mud pans; exhaust systems; bottom-plants; floor coverings; fly-wheel covers, removable fuel pipes; fuel pumps, excluding injection pumps; fuel tanks; gear-box assemblies; gear-box mountings; generators; glass; gravel pans; grids; handrail clamps; heaters; lamps; manifolds; mudguards; oil filters or sieves and the cleaning thereof; panels (inside and outside) or loose accessories, except when welded; driving shafts; radiators; radiator plugs; radios and recorders; running boards; rear body lights; seats; seat covers; starters; caps; shock absorbers; front and rear leaf springs; striker plates; oil-pan nuts and bolts; shields; tappet covers; water-hoses; window frames; hand window winders;
- (l) placing rear-axle housing assemblies in position (without the use of hand tools) and tightening them by hand;
- (m) setting clocks to the right time;
- (n) greasing, oiling or spraying vehicles;
- (o) knocking out dents in bodies or filing surfaces prior to painting;
- (p) rubbing down damaged areas of bodies with water paper prior to painting or polishing such areas after painting; (17)
- (31) "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 an administrative nature in the conduct of the activities of an establishment; (32)
- (32) "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; (33)
- (33) "shift-worker" means an employee who is engaged on shift work in an activity in an establishment in which two or three consecutive shifts per day are worked on not more than six days a week; (34)
- (34) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (20)
- (35) "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; (23)
- (36) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional nature; (35)
- (37) "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 auto-cycle or a cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 450 kg; (27)
- (38) "van" means any animal-drawn vehicle or any power-driven vehicle whatsoever used for conveying bread or confectionery; (8)
- (39) "vanman" means an employee—
(a) who is in charge of a van on a round; or
(b) who sells bread or confectionery from a van or canvasses for orders for bread or confectionery; and
(c) who is responsible for the cash received from such sale of bread or confectionery;
and who may deliver bread or confectionery from a van and drive the van; (9)
- (40) "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 does not drive the van; (10)

- (b) 'n klerk of 'n toonbankbediende, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n klerk of 'n toonbankbediende in enige bedryf of in die diens van die Staat werksaam was: Met dien verstande dat slegs een helfte van die tydperk of tydperke wat 'n werknemer as 'n deeltydse werknemer werksaam was, gereken word as diens as 'n klerk of 'n toonbankbediende, na gelang van die geval;
- (c) enige ander werknemer, die totale tydperk of tydperke wat sodanige werknemer in die maak van brood of banket in die Brood- en Banketnywerheid werksaam was; (17)
- (29) "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 by klousule 5 (1) of (2) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin 'n werknemer wie se gewone werkure by klousule 5 (1) voorgeskryf word, op 'n Sondag vir sy werkgever werk nie; (26)
- (30) "outomatiese oond" 'n bewegende oond, 'n tonneloond of 'n oond van soortgelyke vorm waarin artikels gebak word onderwyl hulle op 'n vervoerband voortbeweeg teen 'n spoed en temperatuur wat so gereël word dat die artikel klaar gebak uit die oond kom; (2)
- (31) "plaaslike owerheid" enige stadsraad, afdelingsraad, munisipale-raad, dorpsraad, dorpsbestuursraad en enige soortgelyke instelling of liggaam in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961) beoog, met inbegrip van enige Administrasieraad ingestel ingevolge artikel 2 van die Wet op die Administrasie van Swart Sake (Wet 45 van 1971); (23)
- (32) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgevers werk verrig wat verantwoordelikheid meebreng vir die neem van besluite van 'n administratiewe aard in die uitvoering van die werksaamhede van 'n bedryfsinrigting; (31)
- (33) "skof" 'n groep werknemers wat saam werk om brood of banket in 'n bedryfsinrigting te maak gedurende enige getal ure wat afgesien van die etenspouses, agtereenvolgend is; (32)
- (34) "skofwerker" 'n werknemer wat skofwerk verrig in 'n werksaamheid in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (33)
- (35) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (36)
- (36) "toonbankbediende" 'n werknemer wat in 'n bedryfsinrigting brood of banket oor die toonbank verkoop en wat vir die verkoopte goedere kontant mag ontvang; (11)
- (37) "verpakker" 'n werknemer wat beheer het oor die ontvangs, nagaan, bymeekaarmaak of verpakking van brood of banket ter versending of aflewering uit 'n bedryfsinrigting, met inbegrip van die massabepaling of adresseer van pakkette; (27)
- (38) "verpakkersassistent" 'n werknemer, uitgesonderd 'n algemene werker, wat onder die toesig van 'n verpakker brood of banket ontvang, nagaan, versamel of verpak ter versending of aflewering of wat pakkette massameet of adresseer; (28)
- (39) "voormanbakker" 'n bakker wat in beheer is van 'n skof wat brood of banket maak; (18)
- (40) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (42)
- (41) "werknemer, graad I" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:
(a) Vleis of groente kook;
(b) brood of banket onder toesig van 'n verpakker of verpakkersassistent tel;
(c) koekdeeg met 'n koekvorm sny;
(d) bolletjies vir die aanbring van room oopsny;
(e) perforering of inkeping;
(f) masjinerie onder toesig smeer;
(g) deeg met 'n masjien terugslaan;
(h) pakkette toedraai of etiketteer;
(i) panne met die hand in die laaste ryskas plaas;
(j) 'n handbolletjieverdeler- of handpasteimasjien bedien;
(k) 'n handvulmasjien bedien;
(l) panne wat deeg bevat in 'n outomatiese oond plaas of panne met brood daaruit haal;
(m) deeg uit die vormmasjien haal en in panne plaas;
(n) uniforms, oorpakke of ander beskermende klere heelmaak of stryk;
(o) die wit en geel van eiers skei;
(p) meel meganies sif;
(q) deeg meganies uitkantel;
(r) op 'n gestelde massameter die massa bepaal of na 'n vaste maat meet;
(s) etikette om pasteie draai, produkte individueel toedraai of sodanige toegedraaide produkte verseël;
(t) wiele of buitebande omruil of lekplekke in bande heelmaak of bestelwaens skoonmaak of opvryf;

(41) "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 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; (21)

(42) "watchman" means an employee who is engaged in guarding premises or property; (40)

(43) "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; (42)

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 and part-time employees:*

(u) bestelfietse herstel, met inbegrip van die heelmaak van lekplekke, speke vervang of wiele spoor;

(v) bestelwabediende se assistent;

(w) besteller; (20)

(42) "werkdag" uitgesonderd met betrekking tot 'n wag, enige dag uitgesonderd 'n Sondag of 'n openbare vakansiedag, waarop 'n werknemer normaalweg werk; (43)

(43) "wet" ook die gemene reg. (22)

3. BESOLDIGING

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

(a) *Werknemers uitgesonderd los werknemers en deelydse werknemers:*

	In the Magisterial District of East London		In the Magisterial Districts of King William's Town and Queenstown	
	(aa) Per week	(bb) Per week	(aa) Per week	(bb) Per week
	R	R	R	R
Artisan.....	88,00	93,00	83,00	88,00
Baker	69,00	73,00	65,00	69,00
Baker's assistant—				
during the first three months of experience	35,00	38,00	32,00	35,00
thereafter	37,50	40,50	34,50	37,50
Boiler attendant	27,20	29,40	25,00	27,20
Clerk, female—				
during the first year of experience	36,00	38,31	33,00	36,00
during the second year of experience	39,46	42,00	36,46	39,46
during the third year of experience	42,92	45,69	39,92	42,92
during the fourth year of experience	46,39	49,39	43,39	46,39
thereafter	49,85	53,08	46,85	49,85
Clerk, male—				
during the first year of experience	38,77	41,54	35,77	38,77
during the second year of experience	44,54	47,54	41,31	44,54
during the third year of experience	50,31	53,54	46,85	50,31
during the fourth year of experience	56,08	59,54	52,39	56,08
during the fifth year of experience	61,85	65,54	57,92	61,85
thereafter	67,62	71,54	63,46	67,62
Counterhand, female—				
during the first year of experience	34,85	37,15	32,08	34,85
during the second year of experience	38,31	40,85	35,31	38,31
during the third year of experience	41,77	44,54	38,54	41,77
thereafter	45,23	48,23	41,77	45,23
Counterhand, male—				
during the first year of experience	37,62	40,38	35,77	37,62
during the second year of experience	42,23	45,23	39,00	42,23
during the third year of experience	46,85	50,08	43,38	46,85
during the fourth year of experience	51,46	54,92	47,77	51,46
thereafter	56,08	59,77	52,15	56,08
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	33,00	36,00	30,40	33,00
(ii) exceeds 450 kg but not 2 700 kg	40,50	44,00	37,20	40,50
(iii) exceeds 2 700 kg	48,00	52,00	44,00	48,00
Foreman baker	93,00	98,00	88,00	93,00
General worker, female	19,20	20,80	17,60	19,20
General worker, male—				
under the age of 18 years	18,00	19,50	16,50	18,00
18 years of age and older	24,00	26,00	22,00	24,00
Grade I employee	25,60	27,80	23,50	25,60
Handyman	44,00	47,00	41,00	44,00
Packer	58,00	62,00	54,00	58,00
Packer's assistant	31,00	33,50	28,50	31,00
Repair shop assistant—				
during the first year of experience	36,50	39,00	34,00	36,50
thereafter	44,00	47,00	41,00	44,00
Vanman	50,00	54,00	46,00	50,00
Watchman	27,20	29,40	25,00	27,20
Employee not specifically mentioned elsewhere in this clause	27,20	29,40	25,00	27,20

(aa) During the first year after this Determination comes into operation.

(bb) Thereafter.

	In die landdrosdistrik Oos-Londen		In die landdrosdistrikte King William's Town en Queenstown	
	(aa) Per week	(bb) Per week	(aa) Per week	(bb) Per week
	R	R	R	R
Algemene werker, man—				
onder 18 jaar	18,00	19,50	16,50	18,00
18 jaar of ouer	24,00	26,00	22,00	24,00
Algemene werker, vrou	19,20	20,80	17,60	19,20
Ambagsman	88,00	93,00	83,00	88,00
Bakker	69,00	73,00	65,00	69,00
Bakkersassistent—				
gedurende die eerste drie maande ondervinding	35,00	38,00	32,00	35,00
daarna	37,50	40,50	34,50	37,50
Bestelwbediende	50,00	54,00	46,00	50,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur so 'n voertuig getrek word—				
(i) hoogstens 450 kg is	33,00	36,00	30,40	33,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is	40,50	44,00	37,20	40,50
(iii) meer as 2 700 kg is	48,00	52,00	44,00	48,00
Faktotum	44,00	47,00	41,00	44,00
Herstelwinkelassistent—				
gedurende die eerste jaar ondervinding	36,50	39,00	34,00	36,50
daarna	44,00	47,00	41,00	44,00
Ketelbediener	27,20	29,40	25,00	27,20
Klerk, man—				
gedurende die eerste jaar ondervinding	38,77	41,54	35,77	38,77
gedurende die tweede jaar ondervinding	44,54	47,54	41,31	44,54
gedurende die derde jaar ondervinding	50,31	53,54	46,85	50,31
gedurende die vierde jaar ondervinding	56,08	59,54	52,39	56,08
gedurende die vyfde jaar ondervinding	61,85	65,54	57,92	61,85
daarna	67,62	71,54	63,46	67,62
Klerk, vrou—				
gedurende die eerste jaar ondervinding	36,00	38,31	33,00	36,00
gedurende die tweede jaar ondervinding	39,46	42,00	36,46	39,46
gedurende die derde jaar ondervinding	42,92	45,69	39,92	42,92
gedurende die vierde jaar ondervinding	46,39	49,39	43,39	46,39
daarna	49,85	53,08	46,85	49,85
Toonbankbediende, man—				
gedurende die eerste jaar ondervinding	37,62	40,38	35,77	37,62
gedurende die tweede jaar ondervinding	42,23	45,23	39,00	42,23
gedurende die derde jaar ondervinding	46,85	50,08	43,38	46,85
gedurende die vierde jaar ondervinding	51,46	54,92	47,77	51,46
daarna	56,08	59,77	52,15	56,08
Toonbankbediende, vrou—				
gedurende die eerste jaar ondervinding	34,85	37,15	32,08	34,85
gedurende die tweede jaar ondervinding	38,31	40,85	35,31	38,31
gedurende die derde jaar ondervinding	41,77	44,54	38,54	41,77
daarna	45,23	48,23	41,77	45,23
Verpakker	58,00	62,00	54,00	58,00
Verpakkersassistent	31,00	33,50	28,50	31,00
Voormanbakker	93,00	98,00	88,00	93,00
Wag	27,20	29,40	25,00	27,20
Werknemer, graad I	25,60	27,80	23,50	25,60
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie	27,20	29,40	25,00	27,20

(aa) Gedurende die eerste jaar nadat hierdie Vastelling van krag word.

(bb) Daarna.

(b) *Casual employee*.—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.

(c) *Part-time employee*.—A part-time employee shall be paid not less than 66⅔ per cent of the wage prescribed for an employee in the same area of the same class and sex and with the same experience.

(2) *Basis of contract*.—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in 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 work applicable to him in terms of clause 5 or less.

(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 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.

(c) *Deeltydse werknemer*.—'n Deeltydse werknemer moet minstens 66⅔ persent betaal word van die loon wat vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding voorgeskryf word.

(2) *Kontrakondslag*.—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 werke wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(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 which the employee was receiving for his ordinary work:

Provided that—

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

(ab) 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 for requiring his employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages*.—(a) The 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 six.

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

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 shift worker, at a time agreed upon between such employer and his employee, which shall be during the ordinary office hours of the establishment but not more 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 class;
- (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 or a public holiday referred to in clause 8 (1);
- (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 (9) (a).

(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.

(3) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag 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 bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

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

(ab) tensy daar in 'n skriftelik kontrak tussen 'n werkgewer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werkgewer belet om van sy werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrywe loon diselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(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 ses.

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

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers*.—Behoudens klousule 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 tjek 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 tydstop waarvoor sodanige werkgewer en sy werknemer ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar hoogstens 24 uur na die gewone betaaldag) of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëelde kovert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgewer se naam;

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

(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 of 'n openbare vakansiedag in klousule 8 (2) bedoel, 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 kovert 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 werkgewer wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend hoeft te word aan 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkbepalings uitgesluit is nie.

(2) *Los werknemer*.—'n Werkgewer 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 werkgewer betaal of deur hom aangeneem word nie.

(4) *Koop van goedere*.—'n Werkgewer 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 werkgewer nie van sy werknemer vereis om kos of inwoning van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(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, medical aid 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, otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(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 employee 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
	R	R
(i) Board	2,00	8,67
(ii) Lodging	1,00	4,33
(iii) Board and lodging	3,00	13,00;

(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 deductions 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 organisation in respect of—

(i) an instalment on a loan granted to such employee for the acquisition of a house; or

(ii) the rental of a house or accommodation in a hostel occupied by such employee if such house or hostel has been provided through the intermediary of such organisation wholly or partly from funds advanced for that purpose by the Department of Community Development and Government Auxiliary Service, a local authority or a building society.

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, vanman, vanman's assistant or a driver—

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

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

(i) twenty-four in any week from Monday to Saturday, inclusive; and
(ii) subject to subparagraph (i) hereof, five on any day;

(c) in the case of any other employee—

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

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

(3) An employer shall not require or permit his delivery employee, driver, vanman or vanman's assistant to commence work earlier than 04h30 or to leave his employer's establishment for the sale or delivery of bread or confectionery earlier than 05h30 nor to work after 18h00 on any day.

(4) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee

(6) *Afirekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê 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-, mediese hulpversekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegeld van 'n vakvereniging;

(b) behoudens andersluidende bepalinge in hierdie Vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy werkgever 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;

(c) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;

(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 werkgever aan te neem, 'n bedrag van hoogstens:

	Per week	Per maand
	R	R
(i) Kos	2,00	8,67
(ii) Inwoning	1,00	4,33
(iii) Kos en inwoning	3,00	13,00;

(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 bedryfslapte of 'n tekort aan grondstowwe ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gee het van sy voorneme 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 onklaarmaking van masjinerie of installasie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, tensy die werkgever sy werknemer op die vorige dag kennis gee het dat daar geen werk sal wees nie;

(f) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan 'n organisasie betaal het of onderneem het om te betaal ten opsigte van—

(i) 'n paalement op 'n lening wat aan sodanige werknemer toegestaan is vir die verkryging van 'n huis; of

(ii) die huur van 'n huis of huisvesting in 'n tehuus wat sodanige werknemer bewoon indien die huis of tehuus voorsien is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Departement van Gemeenskapsontwikkeling en Owerheidshulpdienste, 'n plaaslike owerheid of 'n bougenootskap voorgeskiet is.

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

(1) *Gewone werkure.*—'n Werkgewer 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, bestelwabediende, bestelwabediende se assistent of 'n motordrywer—

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

(b) in die geval van 'n deeltidse werknemer—

(i) vier-en-twintig in 'n week van Maandag tot en met Saterdag; en
(ii) behoudens subparagraaf (i) hiervan, vyf op 'n dag;

(c) in die geval van enige ander werknemer—

(i) ses-en-veertig in 'n week van Maandag tot en met Saterdag; en
(ii) behoudens subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op eenigeen van die ander dae tot agt en 'n half verleng kan word.

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

(3) 'n Werkgewer mag nie vereis of toelaat dat 'n besteller, 'n motordrywer, bestelwabediende of bestelwabediende se assistent in sy diens voor 04h30 begin werk of sy werkgever se bedryfsinrigting voor 05h30 verlaat om brood of banket te verkoop of af te lewer nie, en ook nie dat hy na 18h00 op enige dag werk nie.

(4) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van

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—

(a) an employer may agree with his employee to reduce the period of such interval to not less than half-an-hour, and in that event, and after the employer has informed the Divisional Inspector, Department of Manpower Utilisation, for his area, in writing, of such agreement, the interval may be so reduced;

(b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (d) applies, shall be deemed to be continuous;

(c) if such interval is longer than one hour, except in cases which proviso (d) applies, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(d) in the case of an employee exclusively or mainly engaged in the cleaning of premises, where such interval is longer than three hours, any time in excess of that interval shall be deemed to be part of the ordinary hours of work;

(e) 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.

(f) if, owing to overtime worked, an employer is required to grant an employee a second meal interval on any one day, such interval may be reduced to not less than 15 minutes;

(g) a driver who, during such interval, does not perform any other work than being or remaining in charge of a vehicle shall for the purposes of this subclause be deemed 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 an employee to work overtime for more than—

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee, 10 hours in any one week:

Provided that during the period from 12 to 31 December, inclusive, in any year the daily and weekly limitation of overtime may be exceeded by one hour and five hours, respectively.

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

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

(b) in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week:

Provided that an employer who requires or permits his employee to work excess overtime hours in accordance with the proviso to subclause (6) shall pay such employee in respect of such overtime worked at a rate of not less than double his ordinary wage.

(8) *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 are 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 60c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(9) *Savings.*—(a) This clause shall not apply to a foreman baker, a senior managerial or administrative employee or a technical or professional employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R600 per month in the Magisterial District of East London and R550 per month in the Magisterial Districts of King William's Town and Queenstown.

(b) Subclauses (1) and (4) to (8), inclusive, shall not apply to a watchman whose employer grants him a free period of at least 24 consecutive hours in every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van sy gewone werksure of oortydure uit nie: Met dien verstande dat—

(a) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekragbenutting vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(b) werksure wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (a) of (d) van toepassing is, geag word aaneenlopend te wees;

(c) as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepaling (d) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werksure te wees;

(d) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik personele skoonmaak, waar sodanige pouse langer as drie uur is, enige tyd wat daardie pouse te bowe gaan, geag word deel van die gewone werksure uit te maak;

(e) slegs een sodanige pouse, gedurende 'n werknemer se gewone werksure op 'n dag nie deel van die gewone werksure mag uitmaak nie;

(f) wanneer daar, vanweë oortyd wat gewerk 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;

(g) '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 gewerk 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 daaglikse en weeklikse beperking van oortydwerk gedurende die tydperk 12 tot en met 31 Desember in enige jaar met onderskeidelik een uur en vyf uur te bowe gegaan mag word.

(7) *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 gewerk;

(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 gewerk:

Met dien verstande dat 'n werkgewer wat vereis of toelaat dat sy werknemer langer ure oortydwerk verrig ooreenkomstig die voorbehoudsbepaling by subklousule (6) sodanige werknemer ten opsigte van sodanige oortydwerk teen minstens dubbel sy gewone loon moet betaal.

(8) *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 vyf dae per week werk, 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 werksure 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 60c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(9) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n voormanbakker, 'n senior bestuurs- of administratiewe werknemer of 'n tegniese of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang van minstens R600 per maand in die landdrostrik Oos-Londen en R550 per maand in die landdrostrikte King William's Town en Queenstown.

(b) Subklousules (1) en (4) tot en met (8) is nie van toepassing op 'n wag wie se werkgewer hom 'n vry periode van minstens 24 agtereenvolgende ure in elke week diens toestaan: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;

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

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

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

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him, 21 consecutive days' leave, which shall be taken by such employee, and shall pay such employee in respect of such leave 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.

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

(a) 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 may 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;

(b) the period of leave shall not be concurrent with—

(i) sick leave granted in terms of clause 7 or with any period of absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) aggregating not more than 10 weeks in any one year;

(ii) any period during which an employee—

(aa) is serving notice of the termination of his services in terms of clause 11;

(ab) is undergoing military training or service in terms of the Defence Act, 1957, unless the employee so requests and the employer agrees thereto in writing;

(c) 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;

(d) 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) 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—

(i) that 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) that the date of 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 one-fourth 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 occasional leave granted to an employee at such employee's written request: And provided further that, subject to clause 11 (4), an employee—

(a) who leaves his employment without having given and served the period of notice prescribed in clause 11, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

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

(c) 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.

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige vry period aan sy wag toestaan, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige vry periode wat nie toegestaan is nie.

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

(d) Subklousule (4) is nie op 'n besteller, bestelwabediende, bestelwabediende se assistent of 'n motordrywer van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van iedere voltooide tydperk van 12 maande diens by hom 21 agtereenvolgende dae verlof toestaan en moet die werknemer sodanige verlof neem, en moet hy sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens drie maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het.

(2) Die verlof by subklousule (1) voorgeskryf, moet toegestaan word en geneem word op 'n tyd wat die werkgewer bepaal: Met die verstande dat—

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

(b) die tydperk van verlof nie mag saamval nie met—

(i) siekteverlof wat ingevolge klousule 7 toegestaan is of met afwesigheid van werk weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b) van altesaam hoogstens 10 weke in enige enkele jaar;

(ii) enige tydperk waarin 'n werknemer—

(aa) kennis van diensopsegging ingevolge klousule 11 uitdien;

(ab) militêre opleiding of diens ondergaan ingevolge die Verdedigingswet, 1957, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem;

(c) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag 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;

(d) 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek.

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

(i) 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) die werkgewer 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 opgeloopt 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 een vierde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van enige tydperk van geleentheidsverlof wat hy op die skriftelike versoek van 'n werknemer aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 11 (4), 'n werknemer—

(a) wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 11 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

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

(c) wat sonder kennisgewing deur sy werkgewer 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) 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 purpose of this clause the expression "employment" shall be deemed to include—

(a) any period in respect of which an employer, in terms of clause 11, 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 or through incapacity in the circumstances set forth in clause 7 (5) (a) or (b);

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

amounting in the aggregate in any year to not more than 10 weeks; and

(c) any period during which an employee is absent for 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 latter.

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, 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—

(a) 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 one work day in respect of each completed month of employment;

(b) 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.

(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 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 of termination, had not been taken.

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

(a) "employment" shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 6;

(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 year, to not more than 10 weeks; and

(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 toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 11 betaal in plaas van kennis te gee;

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

(i) met verlof ingevolge hierdie klousules;

(ii) met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit;

(iii) op las of versoek van sy werkgewer;

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 opleidings- of dienstydsperk as diens te eis nie;

en word diens geag te begin—

(i) in die geval van 'n werknemer wat, voordat hierdie Vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse 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 Vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daar-kragtens 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 werkgewer in diens getree het of op die datum waarop hierdie Vasstelling bindend geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van altesaam minstens 24 werkdag 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—

(a) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;

(b) waar 'n werkgewer 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 klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

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

(a) vir langer as drie agtereenvolgende werkdag; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregi-streerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid 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 werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgewer 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 ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

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

(ii) any period during which an employee is absent for 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 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 purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

(5) This clause shall not apply—

(a) 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 24 work days, 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 subclause (1);

(b) to any period of an employee's incapacity in respect of which the employer is by any other law required to pay the employee not less than his full wage.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) Subject to clauses 4 (6) and 6 (2), an employee, other than a casual employee, who does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, or an employee who, if New Year's Day, Republic Day, the Day of the Covenant or Christmas Day falls on a Sunday, does not work on the Monday immediately following such Sunday, shall for the week in which such day falls be paid not less than his weekly wage by his employer.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, the Day of the Covenant or Christmas Day, or if New Year's Day, Republic Day, the Day of the Covenant or Christmas Day falls on a Sunday and an employee has to work on the Monday immediately following such Sunday, 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 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 an employee works a shift which partly falls on any public holiday referred to in subclause (1) or on a Sunday and partly on any other day, the whole shift shall be deemed to have been worked on the day on which the major portion of such shift falls.

(5) Subclauses (2) to (4), inclusive, shall not apply to—

(a) an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a);

(b) a casual employee or a watchman.

(6) Notwithstanding anything to the contrary contained in this Determination, an employer shall not require or permit his employee, including a casual employee, to commence work, other than emergency work, earlier than 17h00 on a Sunday.

(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 opleidings- of dienstydperk as diens te eis nie;

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

(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 of 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.

(5) Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek sy werkgever bydraes maak wat minstens gelyk is aan die wat hy self maak aan 'n fonds of organisasie deur die werknemer benoem en wat aan hom in geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit die betaling waarborg van altesaam minstens die ekwivalent van sy loon vir 24 werkdag in elke tydkring van 24 maande diens, behalwe dat die gewaarborgde tarief gedurende die eerste 24 maande van betaling van bydraes deur die werknemer verminder kan word, maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van subklousule (1) uiteengesit;

(b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar by enige ander wet van die werkgever vereis word om aan die werknemer minstens sy volle loon te betaal.

8. OPENBARE VAKANSIEDAE EN SONDAG

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

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag of Kersdag werk, of wanneer 'n werknemer, indien Nuwejaarsdag, Republiekdag, Gelofte dag of Kersdag op 'n Sondag val, op die Maandag onmiddellik na so 'n Sondag werk, moet sy werkgever hom, behoudens klousule 4 (6), vir die week waarin so 'n dag val minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag moet word dat hy vier uur gewerk het.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever 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 na sodanige Sondag een dag verlof toestaan 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 werknemer 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) genoem of op 'n Sondag en gedeeltelik op 'n ander dag val, moet daar geag word dat die hele skof gewerk is op die dag waarop die grootste gedeelte van so 'n skof val.

(5) Subklousules (2) tot en met (4) is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werkurebepalings uitgesluit is;

(b) op 'n los werknemer of 'n wag.

(6) Ondanks andersluidende bepalinge in hierdie Vasstelling mag 'n werkgever nie van sy werknemer, met inbegrip van 'n los werknemer, vereis of hom toelaat om voor 17h00 op 'n Sondag met werk, uitgesonderd noodwerk, 'n aanvang te maak nie.

9. PROPORTION OR RATIO

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

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

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

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

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

10. 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 obliged to provide for his employee, and any such uniform overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or to wash and iron such uniform, overall or protective clothing, in which case the employer shall pay such employee an allowance of not less than 60c a week.

11. 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—

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

(ab) 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;

(ac) 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—

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

(b) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7 or through incapacity in the circumstances set forth in clause 7 (5) (a) or (b) aggregating not more than 10 weeks in any one year.

(4) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of clause 6 (5) that the employee paid the employer in lieu of notice.

9. GETALSVEROUDING

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

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

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

(4) Vir die toepassing van hierdie klousule kan 'n werkgewer of bestuurder wat op 'n skof uitsluitlik of hoofsaaklik die werk van 'n voormanbakker verrig, geag word 'n voormanbakker te wees: Met dien verstande dat 'n werkgewer of 'n bestuurder nie vir meer as een skof op 'n dag of in meer as een bedryfsinrigting op 'n dag aldus geag word nie.

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

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer 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 werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en stryk en in so 'n geval moet die werkgewer so 'n werknemer 'n toelae van minstens 60c per week betaal.

11. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, 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 beëindiging van die kontrak gee of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

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

(ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

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

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

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

nie hierdeur geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging vermindert is deur aftrekkings ten opsigte van korttyd en die werkgewer 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 voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

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

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

(b) daar nie kennis gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 of weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit wat altesaam hoogstens 10 weke in 'n jaar beloop nie.

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

12. PROHIBITION OF EMPLOYMENT

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

13. CERTIFICATE OF SERVICE

Except where an employee's contract of employment is terminated on the ground of desertion or where the employee is a casual employee, the employer shall, upon the termination of any contract of employment, furnish the employee with a certificate of service substantially in the form set out below, showing the full names of the employer and of the employee, the class 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.

CERTIFICATE OF SERVICE

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

(Signature of employer or
 authorised representative)

Date 19.....

(a) Delete whichever is inapplicable.

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

14. LOG-BOOK

(1) An employer shall provide his driver or his vanman with a log-book as nearly as practicable in the following form:

DAILY LOG

Name of employer
 Name of driver/vanman
 Date 19.....
 Time of starting work
 Time of finishing work
 Number of hours worked
 Meal hours from to
 Particulars of any accident or delay

(Signature of driver or vanman)

Date 19.....

(2) Every driver or vanman shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours of the completion of the day's work to which it relates deliver a copy thereof to his employer.

(3) An employer may, in lieu of the log-book referred to in subclause (1), provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form:

No.
 Name
 Week ending

Day	In	Out	In	Out	Total
Sunday { a.m. p.m.					
Mon- day { a.m. p.m.					
Tues- day { a.m. p.m.					
Wed- nes- day { a.m. p.m.					
Thurs- day { a.m. p.m.					

12. VERBOD OP INDIENSNEMING

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

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik in die volgende vorm is en waarin die volle name van die werkgever en die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld word.

DIENSSERTIFIKAAT

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

(Handtekening van werkgever of
 gemagtigde verteenwoordiger)

Datum 19.....

(a) Skrap wat nie van toepassing is nie.

(b) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, algemene werker, bakker, bakkersassistent, bestelwabediende.

14. LOGBOEK

(1) 'n Werkgewer moet sy motordrywer of sy bestelwabediende voorsien van 'n logboek wat sover doenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgever
 Naam van motordrywer/bestelwabediende
 Datum 19.....
 Tyd waarop werk begin het
 Tyd waarop werk opgehou het
 Getal ure gewerk
 Etenstye van tot
 Besonderhede omtrent enige ongeluk of vertraging

(Handtekening van motordrywer
 of bestelwabediende)

Datum 19.....

(2) Elke motordrywer of bestelwabediende moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien.

(3) 'n Werkgewer kan, in plaas van die logboek in subklousule (1) bedoel, 'n semi-automatiese tydregistreerder met die nodige kaarte verskaf wat sover doenlik die volgende vorm het:

No.
 Naam
 Week geëindig

Dag	In	Uit	In	Uit	Totaal
Sondag { vm. nm.					
Maandag { vm. nm.					
Dinsdag { vm. nm.					
Woensdag { vm. nm.					
Donderdag { vm. nm.					

Day	In	Out	In	Out	Total
Friday	a.m.				
	p.m.				
Saturday	a.m.				
	p.m.				

(4) Where an employer has provided a semi-automatic time recorder, he shall provide every driver or vanman with a card, in the form prescribed in subclause (3), which card shall reflect the name of the employee and the date of termination of the week in respect of which it should be used.

(5) Unless precluded from doing so by unavoidable cause, every driver or vanman shall in respect of each day worked by him and on that day in an establishment in which a semi-automatic time recorder is provided, make entries by means of such recorder on a card provided in terms of subclause (4) to show—

- (a) the time he commenced work;
- (b) the time of commencement and termination of each meal or other interval which is not reckonable as ordinary hours of work; and
- (c) the time of finishing work for the day.

(6) Every employer shall retain the copy of the daily log delivered to him in terms of subclause (2) or the cards used in terms of subclause (5), as the case may be, for a period of not less than three years after the date of the last entry thereon.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 350, published under Government Notice R. 410 of 16 March 1973, as amended by Government Notice R. 2517 of 24 December 1976.)

Dag	In	Uit	In	Uit	Totaal
Vrydag	vm.				
	nm.				
Saterdag	vm.				
	nm.				

(4) 'n Werkgewer wat 'n semi-outomatiese tydregistreerder verskaf het, moet elke motordrywer of bestelwabediende voorsien van 'n kaart wat die vorm het wat in subklousule (3) voorgeskryf word, waarop die naam van die werknemer verskyn en die datum waarop die week ten opsigte waarvan dit gehou moet word, eindig.

(5) Tensy onvermydelike oorsake verhinder dat dit gedoen word, moet elke motordrywer of bestelwabediende vir elke dag wat hy gewerk het, en op daardie dag, in 'n bedryfsinrigting waar 'n semi-outomatiese tydregistreerder verskaf word, deur middel van sodanige tydregistreerder inskrywings doen op 'n kaart wat ingevolge subklousule (4) verskaf word om aan te toon—

- (a) hoe laat hy begin werk het;
- (b) hoe laat elke etens- of ander pouse wat nie as gewone werkure bereken kan word nie, begin en geëindig het; en
- (c) hoe laat werk vir die dag gestaak is.

(6) Elke werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, of die kaarte wat ingevolge subklousule (5) gebruik is, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarop bewaar.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 350, gepubliseer by Goewermentskennisgewing R. 410 van 16 Maart 1973, soos gewysig by Goewermentskennisgewing R. 2517 van 24 Desember 1976.)

No. R. 2092

17 October 1980

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BREAD AND CONFECTIONERY INDUSTRY, EAST LONDON, KING WILLIAM'S TOWN AND QUEENSTOWN

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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, East London, King William's Town and Queenstown, published under Government Notice R. 2091 of 17 October 1980, 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 Manpower Utilisation.

No. R. 2092

17 Oktober 1980

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BROOD- EN BANKETNYWERHEID, OOS-LONDEN, KING WILLIAM'S TOWN EN QUEENSTOWN

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Loonvasstelling vir die Brood- en Banketnywerheid, Oos-Londen, King William's Town en Queenstown, gepubliseer by Goewermentskennisgewing R. 2091 van 17 Oktober 1980, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

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