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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1048.] [12 Julie 1963.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 241.

BROOD- EN BANKETBEDRYF, OOS-LONDEN.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Brood- en Banketbedryf gemaak het en die Vyfde dag van Augustus 1963 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers in die Brood- en Banketbedryf in die munisipale gebied van Oos-Londen en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

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

- (i) "algemene werksman" 'n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of toerusting, uitgesonderd masjiene of toerusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen; (xxix)
- (ii) "ambagsman" 'n werknemer, uitgesonderd 'n bakker of banketbakker, wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word en by die toepassing van hierdie woordoms krywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge of artikel twee (7) of artikel sewe (3) van genoemde Wet; (i)
- (iii) "arbeider" 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

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

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1048.] [12 July 1963.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 241.

BREAD AND CONFECTIONERY TRADE,
EAST LONDON.

By direction of the Deputy-Minister of Labour, it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Bread and Confectionery Trade and has fixed the Fifth day of August, 1963, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF THE DETERMINATION.

This Determination shall apply to all employees in the Bread and Confectionery Trade in the municipal area of East London and to the employers of such employees.

2. DEFINITIONS.

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

- (i) "artisan" means an employee, other than a baker or confectioner, who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act; (ii)
- (ii) "automatic oven" means any travelling, tunnel or similarly shaped oven in which articles are baked while travelling on a conveyor belt at a speed and in a temperature so regulated that the articles emerge from the oven fully baked; (xxxiii)
- (iii) "baker" means an employee who—
(a) has had not less than four years' experience in the making of bread; or

- (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, houters, materiaal, werktuie of ander artikels dra, oplig of opstapel;
- (d) diere, persele, masjiene, meubels, gereedskap of voertuie skoonmaak;
- (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 vleismul bedien;
- (i) deeg in vultregters gooi;
- (j) petroltenks of verkoelers van motorvoertuie volmaak, bande oppomp of voertuie met behulp van 'n handhystoestel om domkrag oplig of laat sak;
- (k) draborde, panne, kiste, blikke, werktuie, vlam-pype, skoorstene of roetkaste smeer, skoonmaak of vir gebruik gereedmaak;
- (l) brood, kaste of blikke etiketteer;
- (m) latrines, buitegeboue of Naturellekampongs wit;
- (n) laai of aflaai;
- (o) tee of dergelyke drankie vir die werknemers of die werkgewer maak of hulle daarmee bedien;
- (p) vuur maak, stook of uithaal of as verwyder;
- (q) diere of dierevoertuie oppas;
- (r) sakke of kiste oop- of toemaak;
- (s) artikels van gelyke grootte en aantal in houters 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 houters pak;
- (u) verf van bestelwaens op 'n ander manier as met 'n blaaslamp verwyder;
- (v) meel in 'n sifmasjien gooi;
- (w) brood of banket was of verf;
- (x) uniforms, oorpakke of ander beskermende klere was; (xxx)
- (iv) "bakker" 'n werknemer wat—
- (a) minstens vier jaar ondervinding van die maak van brood gehad het; of
- (b) ooreenkomstig die Wet op Vakleerlinge, 1944, sy leertyd in die Bak- en Banketbedryf (Klein Artikels) deurgemaak het,
- wat enige werk in verband met die maak van brood verrig en wat toesig hou oor werknemers wat een of meer van die ondergenoemde werksaamhede verrig—
- (i) deeg terugslaai;
- (ii) bestanddele meng of deeg maak;
- (iii) brode weeg, vorm, vleg of fatsoeneer;
- (iv) brode in oonde steek of daaruit haal;
- (v) die temperatuur van oonde reël; (iii)
- (v) "bakkersassistent" 'n werknemer, uitgesonderd 'n werknemer, graad I, wat onder die toesig van 'n voormanbakker of 'n bakker een of meer van die werksaamhede verrig wat in punte (ii) tot en met (v) in die woordskrywing van "bakker" genoem word: Met dien verstande dat 'n werknemer wat geeneen van die genoemde werksaamhede verrig nie behalwe dat hy brood in 'n outomatiese oond plaas of daaruit haal nie 'n bakkersassistent geag hoef te word nie; (iv)
- (vi) "banket" sonder om die gewone betekenis daarvan te beperk, ook rolle, kitkes, koek, soetgebak, beskuit, pasteijs, pasteie, worsrolletjies, botterbroodjies, korentebrood, oliebolle, mosbolletjies of enige ander goedere wat deur middel van suurdeeg gerys is, uitgesonderd brood, maar omvat nie wafels, roomys-wafels of -keëls, honde- of jonghondebeskuit, pretzel-stokkies of matzos nie; (xvi)
- (vii) "banketbakker" 'n werknemer wat—
- (a) minstens vier jaar ondervinding van die maak van banket gehad het; of
- (b) sy leertyd ingevolge die Wet op Vakleerlinge, 1944, in die Banketbedryf deurgemaak het,
- wat banket maak en toesig hou oor werknemers wat een of meer van ondergenoemde werksaamhede verrig—
- (i) bestanddele wat in die maak van banket gebruik word, weeg, afmeet of meng;
- (ii) mengsels weeg en in panne of ander houters plaas om dit te kook of te bak;
- (iii) banket in oonde plaas of daaruit haal;
- (iv) banket versier, vul of afwerk;
- (v) die temperatuur van oonde reël; (xiv)
- (viii) "banketbakkersassistent" 'n werknemer, uitgesonderd 'n werknemer, graad I, wat onder die toesig van 'n voormanbanketbakker of 'n banketbakker—
- (i) enige masjiene bedien wat in die maak van banket gebruik word; of
- (ii) een of meer van die werksaamhede verrig wat in punte (i) tot en met (v) in die woordskrywing van "banketbakker" genoem word; (xv)

- (b) has served his apprenticeship in the Baking and Confectionery (Smalls) Trade in terms of the Apprenticeship Act, 1944,
- who is engaged in any activity in the making of bread and who supervises employees performing any one or more of the following operations:—
- (i) Knocking back dough;
- (ii) mixing ingredients or making dough;
- (iii) scaling, moulding, plaiting or shaping loaves;
- (iv) putting loaves into or removing them from ovens;
- (v) regulating the temperature of ovens; (iv)
- (iv) "baker's assistant" means an employee, other than a grade I employee, who, under the supervision of a foreman baker or a baker, performs any one or more of the operations mentioned in items (i) to (v), inclusive, in the definition of "baker": Provided that an employee who performs none of the said operations except putting loaves into, or removing them from an automatic oven may be deemed not to be a baker's assistant; (v)
- (v) "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; (xviii)
- (vi) "bread", without limiting its ordinary meaning, includes buns, rolls or fancy bread; (xv)
- (vii) "Bread and Confectionery Trade" means the trade in which employers and employees are associated in establishments which are registered or liable for registration in terms of the Factories, Machinery and Building Work Act, 1941, for the manufacture or making of bread or confectionery or both for sale, and includes the distribution by such employers of bread or confectionery or both, and further includes all operations incidental to or consequent on any of the aforesaid activities; (xvi)
- (viii) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (xxv)
- (ix) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone operator, but does not include a foreman or any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's work; (xix)
- (x) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (xxii)
- (xi) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (xxiii)
- (xii) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (xx)
- (xiii) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (xxi)
- (xiv) "confectioner" means an employee who—
- (a) has had not less than four years' experience in the making of confectionery; or
- (b) has served his apprenticeship in the Confectionery Trade in terms of the Apprenticeship Act, 1944,
- who is engaged in the making of confectionery and who supervises employees engaged in performing any one or more of the following operations:—
- (i) Weighing, measuring or mixing ingredients used in the making of confectionery;
- (ii) scaling mixtures and placing these in pans or other receptacles for cooking or baking;
- (iii) putting confectionery into or taking it out of ovens;
- (iv) icing, filling or finishing confectionery;
- (v) regulating the temperatures of ovens; (vii)
- (xv) "confectioner's assistant" means an employee, other than a grade I employee, who, under the supervision of a foreman confectioner or a confectioner, is engaged in—
- (i) operating any machine used in the making of confectionery; or
- (ii) performing any one or more of the operations mentioned in items (i) to (v), inclusive, in the definition of "confectioner"; (viii)
- (xvi) "confectionery", without limiting its ordinary meaning, includes rolls, kitkes, cakes, pastries, rusks, pasties, pies, sausage rolls, scones, current 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; (vi)
- (xvii) "counterhand" means an employee engaged in selling bread or confectionery over the counter in an establishment and who may receive cash for goods sold; (xxxvii)
- (xviii) "counterhand, female, qualified," means a female counterhand who has had not less than four years' experience; (xl)
- (xix) "counterhand, female, unqualified," means a female counterhand who has had less than four years' experience; (xli)

- (ix) "bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Brood- en Banketbedryf in diens is; (xxiv)
- (x) "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 maar wat nie brood of banket verkoop of bestellings werf nie; (xxii)
- (xi) "bestelwa" 'n dierevoertuig of 'n kragaangedrewe voertuig van watter aard ook al wat vir die vervoer van brood of banket gebruik word; (xliii)
- (xii) "bestelwabediende" 'n werknemer—
- (a) wat in die 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; (xliiv)
- (xiii) "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 bestuur nie; (xlv)
- (xiv) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene—
- (a) toesig oor,
 - (b) verantwoordelikheid vir en
 - (c) leiding van
- die bedrywighede van 'n bedryfsinrigting en die werknemers wat daarin werk; (xxxii)
- (xv) "brood", sonder om die gewone betekenis daarvan te beperk, ook bolletjies, rolle of luukse-brood; (vi)
- (xvi) "Brood- en Banketbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriekke, Masjinerie en Bouwerk, 1941, vir die vervaardiging of maak van brood of banket of albei vir verkoop, en omvat dit die distribusie deur sodanige werkgewers van brood of banket of albei, en omvat verder alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspuit; (vii)
- (xvii) "eie gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat ten opsigte van so 'n voertuig of sleepwa uitgereik 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 driewielige motorfiets, bromponie of bromfiets of trapfiets met hulpmotor die eie gewig geag word hoogstens 1,000 lb. te wees; (xlii)
- (xviii) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en die stoomdruk in 'n stoomketel instandhou en wat die vuur in so 'n stoomketel kan maak of stook of daar uithaal; (v)
- (xix) "klerk" 'n werknemer wat skryf-, tik-, lusseer- of enige ander soort klerklike werk verrig en omvat ook 'n kassier en 'n telefonis, maar nie 'n voorman of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk 'n deel van so 'n werknemer se werk; (ix)
- (xx) "klerk, man, gekwalifiseerd," 'n manlike klerk met minstens vyf jaar ondervinding; (xii)
- (xxi) "klerk, man, ongekwalifiseerd," 'n manlike klerk met minder as vyf jaar ondervinding; (xliii)
- (xxii) "klerk, vrou, gekwalifiseerd," 'n vroulike klerk met minstens vier jaar ondervinding; (x)
- (xxiii) "klerk, vrou, ongekwalifiseerd," 'n vroulike klerk met minder as vier jaar ondervinding; (xi)
- (xxiv) "korttyd" 'n tydelike vermindering van die getal gewone werkers te wyte aan 'n slappe in die bedryf, 'n tekort aan grondstowwe of die feit dat die masjinerie of installasie uit orde is of dat die geboue onbruikbaar is of dreig om dit te word; (xli)
- (xxv) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (viii)
- (xxvi) "loon" die geldbedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkers soos by klousule 5 voorgeskryf: Met dien verstande—
- (i) dat as 'n werkgever 'n werknemer vir sodanige gewone werkers gereeld 'n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dit dié hoër bedrag beteken;
 - (ii) dat die eerste voorbehoudsbepaling nie so uitgelê word dat dit enige besoldiging raak of omvat wat 'n werknemer, in diens op 'n basis waarvoor klousule 9 voorsiening maak, ontvang het bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige basis in diens was nie; (xlv)
- (xx) "counterhand, male, qualified," means a male counterhand who has had not less than five years' experience; (xxxviii)
- (xxi) "counterhand, male, unqualified," means a male counterhand who has had less than five years' experience; (xxxix)
- (xxii) "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 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; (x)
- (xxiii) "emergency work" means any work which, owing to an unforeseen circumstance such as a fire, storm, accident, epidemic, act of violence or theft, must be done without delay and any work connected with loading or unloading of trucks or vehicles of the South African Railways and Harbours; (xxxi)
- (xxiv) "establishment" means any premises on or in connection with which one or more employees are employed in the Bread and Confectionery Trade; (ix)
- (xxv) "experience" means—
- (a) in connection with a clerk or a counterhand the total period or periods of employment which an employee has had as a clerk or counterhand, respectively, in any trade whatsoever or in the service of the State;
 - (b) in connection with any other employee, the total period or periods of employment which such employee has had in the making of bread or confectionery, as the case may be, in the Bread and Confectionery Trade; (xxxii)
- (xxvi) "foreman baker" means a baker who is in control of a shift engaged in making bread; (xliiv)
- (xxvii) "foreman confectioner" means a confectioner who is in control of a shift engaged in making confectionery; (xlv)
- (xxviii) "grade I employee" means an employee who is engaged in any one or more of the following duties or operations:—
- (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;
 - (e) docking or notching;
 - (f) greasing machinery under supervision;
 - (g) knocking back dough by machine;
 - (h) labelling or wrapping parcels;
 - (i) loading pans in final prover;
 - (j) operating hand bun-divider or hand pie-machine;
 - (k) operating hand filling-machine;
 - (l) putting pans containing dough into, or removing pans containing bread from an automatic oven;
 - (m) receiving dough from moulding machine and placing it into 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) weighing to a set scale 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, polishing, greasing, oiling or spraying delivery vans;
 - (u) knocking out small dents in the bodies of motor vehicles or smoothing surfaces by filing prior to painting;
 - (v) rubbing down damaged areas on bodies of motor vehicles with water paper prior to painting or polishing such areas after painting;
 - (w) repairing delivery bicycles, inclusive of mending punctures, replacing spokes or aligning wheels; (xlvii)
- (xxix) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment used directly in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings; (i)
- (xxx) "labourer" means an employee who is engaged in any one or more of the following duties or operations:—
- (a) Assembling wooden boxes from ready-prepared shooks or setting up by hand ready-made cardboard or fibre board boxes;
 - (b) assisting an artisan by holding articles or tools or otherwise working with him without using the tools independently;
 - (c) carrying, lifting or stacking the products of an establishment, containers, materials, utensils or other articles;

- (xxvii) "magasynman" '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; (xli)
- (xxviii) "militêre opleiding" die ononderbroke opleiding waar-toe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie; (xxxii)
- (xxix) "motorbestuurder" 'n werknemer wat met 'n motor-voertuig wat hy self bestuur, die brood, banket, briewe of ander artikels of boodschappe van 'n bedryfsinrigting aflewer en wat in die geval van k.b.a.-verkope kontant kan invorder en skriftelike bestellings kan aanneem, maar wat nie, brood of banket verkoop of bestellings werf nie; (xxxiii)
- (xxx) "motorvoertuig" 'n kragaangedrewe voertuig wat vir die vervoer van goederde gebruik word en omvat ook 'n voorhaker en 'n trekker; (xxxiv)
- (xxxi) "noodwerk" alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word en alle werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; (xxiii)
- (xxxii) "ondervinding"—
- met betrekking tot 'n klerk of toonbankbediende, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n klerk of as 'n toonbankbediende in water bedryf ook al of in diens van die Staat werksaam was;
 - met betrekking tot enige ander werknemer, die totale tydperk of tydperke wat sodanige werknemer in die maak van brood of banket, na gelang van die geval, in die Brood- en Banket-bedryf werksaam was; (xxv)
- (xxxiii) "outomatiese oond" 'n bewegende oond, 'n tonnel-oond 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 dié artikels klaar gebak uit die oond kom; (ii)
- (xxxiv) "senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgever belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem; (xxxviii)
- (xxxv) "skof" die werknemers wat saam werk om brood of banket in 'n bedryfsinrigting te maak gedurende enige getal ure wat, afgesien van die etenspouses, aaneenlopend is; (xxxix)
- (xxxvi) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer is; (xxxvii)
- (xxxvii) "toonbankbediende" 'n werknemer wat in 'n bedryfsinrigting brood of banket oor die toonbank verkoop en wat vir die verkoopte goedere kontant mag ontvang; (xvii)
- (xxxviii) "toonbankbediende, man, gekwalifiseerd," 'n manlike toonbankbediende met minstens vyf jaar ondervinding; (xx)
- (xxxix) "toonbankbediende, man, ongekwalifiseerd," 'n manlike toonbankbediende met minder as vyf jaar ondervinding; (xxi)
- "toonbankbediende, vrou, gekwalifiseerd," 'n vroulike toonbankbediende met minstens vier jaar ondervinding; (xviii)
 - "toonbankbediende, vrou, ongekwalifiseerd," 'n vroulike toonbankbediende met minder as vier jaar ondervinding; (xix)
 - "verpakker" 'n werknemer wat beheer het oor die ontvang, nagaan, versamel of verpak van brood of banket ter versending of aflewering uit 'n bedryfsinrigting, met inbegrip van die weeg of adresseer van pakkette; (xxxv)
 - "verpakkersassistent" 'n werknemer, uitgesonderd 'n arbeider, wat onder toesig van 'n verpakker brood of banket ontvang, nagaan, versamel of verpak ter versending of aflewering of wat pakkette weeg of adresseer; (xxxvi)
 - "voormanbakker" 'n bakker wat in beheer is van 'n skof wat brood maak; (xxvi)
 - "voormanbanketbakker" 'n banketbakker wat in beheer is van 'n skof wat banket maak; (xxvii)
 - "wag" 'n werknemer wat persele of ander eiendom bewaak; (xlvii)
 - "werknemer, graad I," 'n werknemer wat een of meer van die volgende pligte van werksaamhede verrig—
- vleis of groente kook;
 - brood of banket onder toesig van 'n verpakker of verpakkersassistent tel;
 - koekdeeg met 'n koekvorm sny;
 - bolletjies vir die aanbring van room oopsny;
 - perforering of inkeping;
 - masjinerie onder toesig smeer;
- cleaning animals, premises, machines, furniture, tools or vehicles;
 - cleaning, cracking, grinding or sorting nuts;
 - cleaning or stoning fruit;
 - cracking eggs, but not separating the white of the eggs from the yolks;
 - cutting meat by hand or operating a mincing machine;
 - feeding dough into hoppers;
 - filling motor vehicle petrol tanks or radiators, inflating tyres or raising or lowering vehicles by means of a hand hoist or jack;
 - greasing, cleaning or preparing for use trays, pans, boxes, tins, utensils, flues, smoke stacks or soot boxes;
 - labelling loaves, boxes or tins;
 - lime-washing, latrines, outbuildings or Native compounds;
 - loading or unloading;
 - making tea or similar beverages for, or serving tea or similar beverages to, employees or the employer;
 - making, maintaining or drawing fires or removing ashes;
 - minding animals or animal-drawn vehicles;
 - opening or closing bags or boxes;
 - packing articles of uniform size and number into containers specially designed to contain them;
 - packing the products of an establishment into trays or similar containers for storage or delivery to a packer in the establishment;
 - removing paint from vans in any other way than by means of a blowlamp;
 - tipping flour into a mechanical sieve;
 - washing or painting loaves or confectionery;
 - washing uniforms, overalls or other protective clothing; (iii)
- (xxxi) "manager" means an employee who is charged by his employer with the overall—
- supervision over,
 - responsibility for, and
 - direction of,
- the activities of an establishment and the employees employed therein; (xiv)
- (xxxii) "military training" means the continuous training which an employee is required to undergo in terms of section twenty-one, read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo; (xxviii)
- (xxxiii) "motor 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; (xxix)
- (xxxiv) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse and a tractor; (xxx)
- (xxxv) "packer" means an employee who is in charge of the receiving, checking, assembling or packing of bread or confectionery for despatch or delivery from an establishment, including the weighing or addressing of packages; (xlii)
- (xxxvi) "packer's assistant" means an employee, other than a labourer, who, under the supervision of a packer, is engaged in receiving, checking, assembling or packing bread or confectionery for despatch or delivery or weighing or addressing packages; (xliii)
- (xxxvii) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (xxxvi)
- (xxxviii) "senior managerial, professional or administrative employee" means an employee who is charged by his employer with work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment; (xxxiv)
- (xxxix) "shift" means the employees who work together in making bread or confectionery in an establishment during any number of hours which, except for meal intervals, are consecutive; (xxxv)
- "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, a shortage of raw materials or a breakdown of plant or machinery or an actual or threatened breakdown of buildings; (xxiv)
 - "storeman" means an employee who is responsible for receiving, storing or issuing articles or materials used in an establishment for making bread or confectionery; (xxvii)
 - "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor

- (g) deeg met 'n masjien terugslaan;
- (h) pakkette toedraai of etiketteer;
- (i) panne in die laaste rysmasjien 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 weegskaal weeg of na 'n vaste maat meet;
- (s) etikette om pastei draai, produkte individueel toedraai of sodanig toegedraaide produkte verseël;
- (t) wiele of buitebande omruil of lekplekke in bande heelmaak of bestelwaens skoonmaak, opvryf, smeer, olie of bespuit;
- (u) klein duikies in die bak van 'n motorvoertuig uitklop of 'n oppervlakte vyl voordat dit gevef word;
- (v) die beskadigde oppervlakte van 'n motorvoertuig se bak met waterpapier glad skuur voordat dit gevef word of opvryf nadat dit gevef is;
- (w) bestelfietse herstel, waarby inbegrepe die heelmaak van lekplekke, vervang van speke of die spoor van wiele; (xxviii)

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

3. BESOLDIGING.

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

(a) *Werknemers uitgesonderd los werknemers.*

- scooter or autocycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.; (xvii)
- (xliii) "van" means any animal-drawn vehicle or any power-driven vehicle whatsoever used for conveying bread or confectionery; (xi)
- (xliv) "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; (xii)
- (xlv) "vanman's assistant" means an employee who, under the supervision of a vanman, is engaged in delivering or selling bread or confectionery from a van, but who does not drive the van; (xiii)
- (xlii) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided—
 - (i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;
 - (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, received over and above the amount which he would have received if he had not been employed on such a basis; (xxvi)
- (xlvii) "watchman" means an employee who is engaged in guarding premises or other property. (xlv)

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

3. REMUNERATION.

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

(a) *Employees other than casual employees.*

	Gedurende die eerste jaar na hierdie vas- stelling bindend word.	Gedurende die tweede jaar na hierdie vas- stelling bindend word.	Daarna.
	Per week. R	Per week. R	Per week. R
Algemene werksman.....	10.00	11.00	12.00
Ambagsman.....	26.45	26.45	26.45
Arbeider, man of bestelwabediende se assistent:			
Agtien jaar oud of ouer.....	5.00	5.25	5.50
Jonger as 18 jaar.....	3.75	3.95	4.10
Arbeider, vrou.....	4.00	4.20	4.40
Bakker.....	18.75	18.75	18.75
Bakkersassistent:			
Gedurende die eerste drie maande ondervinding.....	8.75	9.00	9.25
Daarna.....	9.00	9.25	9.50
Banketbakker.....	22.00	22.00	22.00
Banketbakkersassistent:			
Gedurende die eerste drie maande ondervinding.....	8.75	9.00	9.25
Daarna.....	9.00	9.25	9.50
Besteller:			
Agtien jaar oud of ouer.....	5.50	5.75	6.00
Jonger as 18 jaar.....	4.10	4.30	4.50
Bestelwabediende.....	15.30	15.30	15.30
Ketelbediener.....	6.00	6.25	6.50
Klerk of toonbankbediende, man:			
Gekwalifiseerd.....	23.08	23.08	23.08
Ongekwalfiseerd—			
Gedurende die eerste jaar ondervinding.....	9.23	9.23	9.23
Gedurende die tweede jaar ondervinding.....	12.00	12.00	12.00
Gedurende die derde jaar ondervinding.....	14.77	14.77	14.77
Gedurende die vierde jaar ondervinding.....	17.55	17.55	17.55
Gedurende die vyfde jaar ondervinding.....	20.31	20.31	20.31
Klerk of toonbankbediende, vrou:			
Gekwalifiseerd.....	15.69	15.69	15.69
Ongekwalfiseerd—			
Gedurende die eerste jaar ondervinding.....	8.54	8.54	8.54
Gedurende die tweede jaar ondervinding.....	10.33	10.33	10.33
Gedurende die derde jaar ondervinding.....	12.12	12.12	12.12
Gedurende die vierde jaar ondervinding.....	13.90	13.90	13.90
Magasynman.....	19.00	19.00	19.00
Motorbestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die eie gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(i) nie meer as 1,000 lb. is nie.....	7.25	7.25	7.25
(ii) meer as 1,000 lb. is maar nie meer as 6,000 lb. is nie.....	12.90	12.90	12.90
(iii) meer as 6,000 lb. is.....	15.30	15.30	15.30
Verpakker.....	17.00	17.00	17.00
Verpakkersassistent.....	7.25	7.50	7.75
Voormanbakker.....	22.00	22.00	22.00
Voormanbanketbakker.....	25.00	25.00	25.00
Wag.....	5.50	5.75	6.00
Werknemer, graad I.....	5.50	5.75	6.00
Werknemer wat nie elders in hierdie klousule spesifiek genoem word nie	8.00	8.00	8.00

	During the first year after this Determination becomes binding.	During the second year after this Determination becomes binding.	- Thereafter.
	Per Week. R	Per Week. R	Per Week. R
Artisan.....	26.45	26.45	26.45
Baker.....	18.75	18.75	18.75
Baker's assistant:			
During the first three months' experience.....	8.75	9.00	9.25
Thereafter.....	9.00	9.25	9.50
Boiler attendant.....	6.00	6.25	6.50
Clerk or counterhand, female:			
Qualified.....	15.69	15.69	15.69
Unqualified—			
During the first year's experience.....	8.54	8.54	8.54
During the second year's experience.....	10.33	10.33	10.33
During the third year's experience.....	12.12	12.12	12.12
During the fourth year's experience.....	13.90	13.90	13.90
Clerk or counterhand, male:			
Qualified.....	23.08	23.08	23.08
Unqualified—			
During the first year's experience.....	9.23	9.23	9.23
During the second year's experience.....	12.00	12.00	12.00
During the third year's experience.....	14.77	14.77	14.77
During the fourth year's experience.....	17.55	17.55	17.55
During the fifth year's experience.....	20.31	20.31	20.31
Confectioner.....	22.00	22.00	22.00
Confectioner's assistant:			
During the first three months' experience.....	8.75	9.00	9.25
Thereafter.....	9.00	9.25	9.50
Delivery employee:			
Eighteen years of age or older.....	5.50	5.75	6.00
Under 18 years.....	4.10	4.30	4.50
Foreman baker.....	22.00	22.00	22.00
Foreman confectioner.....	25.00	25.00	25.00
Grade 1 employee.....	5.50	5.75	6.00
Handyman.....	10.00	11.00	12.00
Labourer or vanman's assistant, male:			
Eighteen years of age or older.....	5.00	5.25	5.50
Under 18 years.....	3.75	3.95	4.10
Labourer, female.....	4.00	4.20	4.40
Motor driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer or trailers drawn by it—			
(i) does not exceed 1,000 lb.....	7.25	7.25	7.25
(ii) exceeds 1,000 lb. but not 6,000 lb.....	12.90	12.90	12.90
(iii) exceeds 6,000 lb.....	15.30	15.30	15.30
Packer.....	17.00	17.00	17.00
Packer's assistant.....	7.25	7.50	7.75
Storeman.....	19.00	19.00	19.00
Vanman.....	15.30	15.30	15.30
Watchman.....	5.50	5.75	6.00
Employee not elsewhere in this clause specifically mentioned.....	8.00	8.00	8.00

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

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

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

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

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

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

Met dien verstande—

- dat die bepalinge van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ervaring of geslag berus nie;

(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 of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by fifty per cent.

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

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

- a wage higher than that of his own class, or
- a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed in sub-clause (1) shall pay to such employee in respect of that day—

- in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate; and
- in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

- that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;

(ii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werk-gewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werk-gewer belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorge-skrif word nie.

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

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werk-nemer, is sy weekloon gedeel deur die getal van die gewone werk-ure in klousule 5 vir 'n werknemer van sy klas voorgeskryf.

4. BETALING VAN BESOLDIGING.

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

- die werk-gewer se naam;
 - die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
 - die getal gewone werkure wat die werknemer gewerk het;
 - die getal ure wat die werknemer oortyd gewerk het;
 - die werknemer se loon;
 - die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;
 - besonderhede omtrent enige bedrae wat afgetrek is;
 - die werklike bedrag wat aan die werknemer betaal word; en
 - die tydperk waarvoor die betaling geskied;
- en sodanige koevert of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

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

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

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

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

(6) *Aftrekkings.*—'n Werk-gewer mag sy werknemer geen boetes oplei of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:—

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

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

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

- dat sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een-derde van die werknemer se weekloon is;
- dat geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werk-gewer sy werk-nemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

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

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

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

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

4. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

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

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

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

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

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

- that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
- that 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) dat ten opsigte van korttyd weens die feit dat die masjinerie of installasie uit orde is, of die geboue onbruikbaar is of dreig om dit te word, geen aftrekking geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;

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

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

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

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

(i) agt-en-veertig in enige week van Maandag tot en met Saterdag; en

(ii) agt op enige dag;

(b) wat enige ander werknemer betref—

(i) ses-en-veertig in enige week van Maandag tot en met Saterdag; en

(ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag nie meer as vyf is nie, wanneer die ure op enigen van die orige dae tot agt en 'n half verleng kan word.

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

(3) 'n Werkgewer mag nie vereis of toelaat—

(a) dat sy besteller, bestelwabediende of bestelwabediende se assistent op enige dag voor 5 uur vm. of na 6 uur nm. werk nie;

(b) dat sy bestelwabediende die bedryfsinrigting op sy rondes op enige dag voor 6 uur vm. verlaat nie.

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

(i) dat werktye wat onderbreek word deur pouses van minder as 'n uur, uitgesonderd waar voorbehoudbepaling (iii) geld, geag word aaneen te loop;

(ii) dat, as so 'n pouse langer as 'n uur is, elke tydperk van meer as een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;

(iii) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, Oos-Londen, ingedien het, kan die etenspouse aldus verkort word.

(5) *Werkure moet opeenvolgend wees.*—Behoudens die bepalings van subklousule (4) moet alle werkure van 'n werknemer op iedere dag op mekaar volg.

(6) *Oortydwerk.*—Alle tyd wat 'n werknemer langer as die getal gewone werkure in subklousules (1) en (2) voorgeskryf, gewerk het, word geag oortyd te wees.

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

(a) wat 'n los werknemer betref, twee uur op 'n dag;

(b) wat enige ander werknemer betref, tien uur in 'n week:

Met dien verstande dat, gedurende die tydperk vanaf 12 tot en met 31 Desember in iedere jaar, die daaglikse en weeklikse beperking van oortyd met een uur en vyf uur onderskeidelik oorskry mag word.

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

(a) tussen 6-uur nm. en 6-uur vm. werk nie;

(b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;

(c) meer as twee uur oortyd op 'n dag werk nie;

(d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;

(e) op meer as sestig dae in 'n jaar oortyd werk nie;

(f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd werk nie, tensy hy—

(i) so 'n werknemer voor die middag kennis daarvan gegee het; of

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

(iii) so 'n werknemer minstens vyf-en-twintig sent betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.

(iii) that no deduction shall be made in the case of short-time owing to a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

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

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

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

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

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

(ii) eight on any day;

(b) in the case of any other employee—

(i) forty-six in any week from Monday to Saturday, inclusive; and

(ii) subject to sub-paragraph (i) hereof, eight on any day, unless the hours on 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—

(a) his delivery employee, vanman or vanman's assistant on any day to work before 5 o'clock a.m. or after 6 o'clock p.m.;

(b) his vanman to leave the establishment on his rounds before 6 o'clock a.m.

(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 shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided—

(i) that periods of work interrupted by intervals of less than one hour, except when proviso (iii) applies, shall be deemed to be continuous;

(ii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hour shall be deemed to be time worked;

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

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

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

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

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

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

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

(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 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than five days a week;

(c) overtime for more than two hours on any day;

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

(e) overtime on more than sixty days in any year;

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

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than twenty-five cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

- (a) wat 'n los werknemer betref, minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat sodanige werknemer op enige dag aldus gewerk het;
- (b) wat iedere ander werknemer betref, minstens een en 'n derde maal sy gewone loon ten opsigte van die toelae tydperk wat sodanige werknemer in enige week aldus gewerk het;

Met dien verstande dat 'n werkgewer wat van sy werknemer verzeij van hom toelaat om ooreenkomstig die voorbehoedsbepaling van subklousule (7), langer oortyd te werk, so 'n werknemer ten opsigte van sodanige langer oortydwerk teen 'n tarief van minstens dubbel sy gewone loon moet betaal.

(10) *Voorbehoedsbepalings.*—(a) Die bepalinge van hierdie klousule geld nie vir 'n wag nie.

(b) Die bepalinge van hierdie klousule geld nie vir 'n voorman, 'n bestuurder of 'n senior besturende, professionele of administratiewe werknemer, indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R156 per maand ontvang nie.

(c) Die bepalinge van subklousules (4), (5) en (7) geld nie vir 'n manlike werknemer onderwyl hy noodwerk verrig nie.

(d) Die bepalinge van subklousule (4) geld nie vir 'n besteller, bestelwabediende, bestelwabediende se assistent of motorbestuurder nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooide tydperk van twaalf maande in sy diens een-en-twintig opeenvolgende kalenderdae verlof toestaan en moet hy so 'n werknemer ten aansien van sodanige verlof 'n bedrag van minstens driemaal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is, betaal: Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat ingevolge klousule 9 (1) stukwerk verrig, bereken word op die grondslag uiteengesit in artikel twintig (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit só toegestaan word dat dit behoudens die bepalinge van subklousule (3) begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of dat, as die werkgewer en werknemer daartoe skriftelik ooreengekom het voor die afloop van die gemelde tydperk van vier maande, die werkgewer aan die werknemer sodanige verlof moet toestaan vanaf 'n datum nie later as twee maande na die afloop van die gemelde tydperk van vier maande nie;
- (ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;
- (iii) dat, as Nuwejaarsdag, Goede Vrydag, Hemelvaartdag, Gelofte van Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;
- (iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van 12 maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer mag 'n werkgewer die verlof oor 'n tydperk van hoogstens 24 maande diens laat oploop: Met dien verstande—

- (i) dat so 'n werknemer sodanige versoek doen binne vier maande na afloop van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en
- (ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

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

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

(5) As 'n werknemer wie se dienskontrak gedurende enige dienstermyn van 12 maande beëindig word voordat die verloftydperk voorgeskryf in subklousule (1) 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 verloftyd wat hy ingevolge die vierde voorbehoud in

(9) *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 sub-clause (7) shall pay such employee in respect of such overtime worked at a rate of not less than double his ordinary wage.

(10) *Savings.*—(a) The provisions of this clause shall not apply to a watchman.

(b) The provisions of this clause shall not apply to a foreman, a manager or a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R156 per month.

(c) The provisions of sub-clauses (4), (5) and (7) shall not apply to a male employee while he is engaged on emergency work.

(d) The provisions of sub-clause (4) shall not apply to a delivery employee, vanman, vanman's assistant or a motor driver.

6. ANNUAL LEAVE.

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

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto, in writing, before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training;
- (iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

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

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

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

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

(5) An employee, whose contract of employment terminates during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than 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

subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

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

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

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

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag elke tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en tewens alle tydperke waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 7;
- (c) op las of versoek van sy werkgewer;
- (d) vir militêre opleiding,

en wel tot 'n totaal in enige jaar van hoogstens 10 weke ten opsigte van punte (a), (b) en (c), plus tot drie maande van enige tydperk van militêre opleiding wat hy in dié jaar begin en ondergaan het, en die diens word geag te begin—

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

7. SIEKTEVERLOF.

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

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

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk van meer as een dag, kan hy vereis dat die werknemer 'n sertifikaat voorle wat deur 'n geneesheer geteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

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

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

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

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

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

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

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

7. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee other than a casual employee, who is absent from work through incapacity, twenty-four work days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided—

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for more than one day, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag ook enige tydperk of tydperke te omvat waarin die werknemer afwesig is—

- (i) met verlof ingevolge klousule 6;
- (ii) op las of versoek van sy werkgever;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) vir militêre opleiding;

en wel tot 'n totaal in enige jaar van hoogstens tien weke ten opsigte van punte (i), (ii) en (iii), plus tot drie maande van enige tydperk van militêre opleiding wat hy in dié jaar begin en ondergaan het, en enige tydperk van diens by dieselfde werkgever onmiddellik voor die datum van die inwerkingtreding van hierdie Vasstelling word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende so 'n tydperk toegestaan is, word geag ingevolge hierdie Vasstelling toegestaan te wees;

(b) beteken "ongeskiktheid" die onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as die onvermoë om te werk te wyte is aan 'n ongeluk waarvoor daar ingevolge die Ongevalwet, 1941, vergoeding betaalbaar is, sodanige onvermoë geag word ongeskiktheid te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen vergoeding weens arbeidsongeskiktheid ingevolge genoemde Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAG.

(1) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgever aan 'n werknemer wat op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag nie werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens die bepalinge van klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus 'n bedrag bereken teen 'n tarief van minstens sy gewone loon ten opsigte van die hele tydperk wat hy op sodanige dag gewerk het: Met dien verstande dat, as daar vereis of toegelaat word dat die werknemer minder as vier uur op so 'n dag werk, hy geag word vier uur te gewerk het.

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

(a) die werknemer—

- (i) indien hy aldus 'n tydperk van hoogstens vier uur gewerk het, minstens sy dagloon betaal;
- (ii) indien hy aldus 'n tydperk van meer as vier uur gewerk het, teen 'n tarief van minstens dubbel sy gewone loon betaal ten opsigte van die hele tydperk wat hy op bedoelde Sondag werk, of minstens dubbel sy dagloon, watter ookal die meeste is; of

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

(4) Die bepalinge van hierdie klousule geld nie vir—

- (a) 'n bestuurder, voorman of 'n senior besturende professionele of administratiewe werknemer indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens R180 per maand ontvang nie;
- (b) 'n los werknemer of 'n wag nie.

9. STUKWERK.

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

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

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

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

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

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

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus up to three months of any period of military training commenced and undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall, for the purpose of this clause, be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

(a) pay the employee—

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

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

(4) The provisions of this clause shall not apply to—

- (a) a manager, a foreman or a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of regular remuneration at a rate of not less than R180 per month;
- (b) a casual employee or a watchman.

9. PIECE-WORK.

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

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

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

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

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

10. GETALLEVERHOUDING.

(1) 'n Werkgewer mag nie 'n bakker of banketbakker in diens neem nie tensy hy onderskeidelik 'n voormanbakker of voormanbanketbakker in diens het: Met dien verstande dat 'n bakker of banketbakker vir hoogstens vyf uur deeg kan maak in die afwesigheid van 'n voorman.

(2) 'n Werkgewer mag nie 'n bakkersassistent of 'n banketbakkersassistent in diens neem nie tensy hy onderskeidelik 'n bakker of 'n banketbakker in diens het, en hy mag hoogstens vier bakkersassistentes of banketbakkersassistentes in diens neem vir onderskeidelik elke bakker of banketbakker in sy diens.

(3) 'n Werkgewer mag nie vereis of toelaat dat 'n bestelwadiende in beheer is van, of verantwoordelik is vir, meer as een bestelwa nie.

(4) By die toepassing van hierdie klousule kan 'n werkgewer of 'n bestuurder wat op 'n skof uitsluitend of hoofsaaklik die werk van 'n voormanbakker of voormanbanketbakker verrig, geag word 'n voormanbakker of voormanbanketbakker, na gelang van die geval, te wees: Met dien verstande dat 'n werkgewer of 'n bestuurder nie vir meer as een skof op 'n dag of vir meer as een klas werknemer op 'n dag of in meer as een bedryfsinrigting op 'n dag aldus geag mag word nie.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

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

12. BEÏNDIGING VAN DIENSKONTRAK.

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

(a) gedurende die eerste vier weke diens, minstens een werkdag, vooruit op te sê; of

(b) ná die eerste vier weke diens, minstens 'n week, vooruit op te sê; of 'n werkgewer of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgewer aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgewer minstens die volgende betaal of verbeur, al na gelang van die omstandighede—

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

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

Met dien verstande dat hierdeur onaangetas gelaat word—

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

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

(iii) die werking van verbeurings of boetes wat regens van toepassing kan wees op 'n werknemer wat sy diens verlaat: Met dien verstande voorts dat, indien die loon van 'n werknemer teen die datum van die beëindiging reeds weens korttyd verminder is en die werkgewer hom betaal in plaas van sy diens op te sê, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen afrekkings weens korttyd gedoen was nie".

(2) Indien daar ingevolge die twee voorbehoudsbepalings van subklousule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van opsegging eweredig wees aan die ooreengekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf, mag op enige werkdag gegee word: Met dien verstande—

(i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding nie;

(ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie.

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

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

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

10. PROPORTION OR RATIO.

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

(2) An employer shall not employ a baker's assistant or a confectioner's assistant unless he has in his employ a baker or a confectioner, respectively, and he shall not employ more than four baker's assistants or confectioner's assistants for each baker or confectioner, respectively, 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 or foreman confectioner may be deemed to be a foreman baker or a foreman confectioner, as the case may be: Provided that an employer or a manager may not be so deemed for more than one shift on any day or for more than one class of employee on any day or in more than one establishment on any day.

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

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

(b) after the first four weeks of employment, not less than one week's,

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to 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 a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

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

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

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

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

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

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

(ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7.

13. DIENSSERTIFIKAAT.

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

14. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

15. DAGREGISTER.

(1) 'n Werkgewer moet sy motorbestuurder of sy bestelwabediende voorsien van 'n dagregister wat vir sover doenlik die volgende vorm het:—

Daaglikse opgawe.

Naam van werkgewer.....
 Naam van motorbestuurder of bestelwabediende.....
 Datum.....
 Tyd waarop werk begin het.....vm./nm.....vm./nm.
 Tyd waarop werk opgehou het.....vm./nm.....vm./nm.
 Getal ure gewerk.....
 Etenstye van.....vm./nm.
 tot.....vm./nm.
 Besonderhede omtrent enige ongeluk of vertraging.....

(Handtekening van motorbestuurder of bestelwabediende.)

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

(2) Iedere motorbestuurder of bestelwabediende moet in die dagregister in subklousule (1) vermeld oor elke dag se werk 'n daaglikse opgawe in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n afskrif daarvan by sy werkgewer indien.

(3) Elke werkgewer moet die afskrif van die daaglikse opgawe wat ingevolge subklousule (2) by hom ingedien is, drie jaar lank na sodanige indiening bewaar.

BYLAE.

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

(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

Datum.....

(a) Skrap wat nie van toepassing is nie.

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

No. R. 1049.] [12 Julie 1963.
 WET OP OORLOGSMAATREËLS, 1940.

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

BROOD- EN BANKETBEDRYF, OOS-LONDEN.

Namens die Minister van Arbeid, skort ek MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Brood- en Banketbedryf, Oos-Londen, gepubliseer by Goewermentskennisgewing No. R. 1048 van 12 Julie 1963.

M. VILJOEN,

Adjunk-minister van Arbeid.

13. CERTIFICATE OF SERVICE.

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

14. PROHIBITION OF EMPLOYMENT.

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

15. LOG BOOK.

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

Daily Log.

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

(Signature of motor driver or vanman.)

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

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

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

SCHEDULE.

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

(Signature of Employer or Authorised Representative.)

Date.....

(a) Delete whichever inapplicable.

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

No. R. 1049.] [12 July 1963.
 WAR MEASURES ACT, 1940.

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

BREAD AND CONFECTIONERY TRADE,
 EAST LONDON.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Bread and Confectionery Trade, East London, published under Government Notice No. R. 1048 of the 12th July, 1963.

M. VILJOEN,

Deputy-Minister of Labour.

No. R. 1050.]

[12 Julie 1963.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

BROOD- EN BANKETBEDRYF, OOS-LONDEN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Vasstelling vir die Brood- en Banketbedryf gepubliseer by Goewermentskennisgewing No. R. 1048 van 12 Julie 1963, oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1050.]

[12 July 1963.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

**BREAD AND CONFECTIONERY TRADE,
EAST LONDON.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Determination for the Bread and Confectionery Trade published under Government Notice No. R. 1048 of the 12th July, 1963, on the whole to be not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

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