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**VAN DIE REPUBLIEK VAN SUID-AFRIKA**  
**REPUBLIC OF SOUTH AFRICA**  
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**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN MANNEKRAG-  
BENUTTING**

No. R. 645

27 Maart 1981

**LOONWET, 1957**

**LOONVASSTELLING 404.—BROOD- EN BANKET-  
NYWERHEID, SEKERE TRANSVAALSE GEBIEDE EN  
SASOLBURG**

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

**BYLAE**

**1. GEBIED EN OMVANG VAN DIE VASSTELLING**

Hierdie Vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Brood- en Banketnywerheid in die landdrosdistrikte Alberton, Balfour, Benoni, Bethal, Boksburg, Brakpan, Bronkhorstspuit, Delmas, Ermelo, Germiston, Heidelberg (Transvaal), Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Letaba, Middelburg (Transvaal), Nelspruit, Nigel, Oberholzer, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Randburg, Randfontein, Roodepoort, Rustenburg, Sasolburg, Soutpansberg, Springs, Standerton, Vanderbijlpark, Vereeniging, Volksrust, Warmbad, Waterberg, Westonaria en Witbank.

**2. WOORDOMSKRYWING**

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

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

**GOVERNMENT NOTICES**

**DEPARTMENT OF MANPOWER  
UTILISATION**

No. R. 645

27 March 1981

**WAGE ACT, 1957**

**WAGE DETERMINATION 404.—BREAD AND CON-  
FECTIONERY INDUSTRY, CERTAIN TRANSVAAL  
AREAS AND SASOLBURG**

By direction of the Minister of Manpower Utilisation it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Bread and Confectionery Industry, Certain Transvaal Areas and Sasolburg and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

**SCHEDULE**

**1. AREA AND SCOPE OF DETERMINATION**

This Determination shall apply to all the employers and all their employees other than managers, in the Bread and Confectionary Industry in the Magisterial Districts of Alberton, Balfour, Benoni, Bethal, Boksburg, Brakpan, Bronkhorstspuit, Delmas, Ermelo, Germiston, Heidelberg (Transvaal), Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Letaba, Middelburg, Nelspruit, Nigel, Oberholzer, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Randburg, Randfontein, Roodepoort, Rustenburg, Sasolburg, Soutpansberg, Springs, Standerton, Vanderbijlpark, Vereeniging, Volksrust, Warmbaths, Waterberg, Westonaria and Witbank.

**2. DEFINITIONS**

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 for the purposes of this Determination and employee shall be deemed to be in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

(1) "artisan" means an employee, other than a baker, who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act; (1)

(2) "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

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

(b) artikels van dieselfde grootte en getal verpak in houters wat spesiaal ontwerp is om hulle te bevat; (u)

(c) brood, kiste of blikke etiketteer; (n)

(d) deeg in vultregters voer; (l)

(e) die produkte van 'n bedryfsinrigting, houters, materiaal, werktuie of ander artikels dra, oplig of opstapel; (d)

(f) die produkte van 'n bedryfsinrigting individueel toedraai of sodanige toegedraaide produkte verseël; (aa)

(g) die produkte van 'n bedryfsinrigting ter opberging of aflewering aan 'n verpakker in die bedryfsinrigting op draborde of soortgelyke houters pak; (v)

(h) draborde, panne, blikke, kiste, werktuie, vlamppype, skoorstene of roetkaste skoonmaak, smeer of vir gebruik gereedmaak; (i)

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

(j) houtkiste uit reeds voorbereide duie aanmekaarsit of reeds voorbereide kartondose of veselborddose met die hand oprig; (f)

(k) laai of aflaai; (p)

(l) latrines, buitegeboue of kampongs afwit; (o)

(m) neut skoonmaak, kraak, maal of sorteer; (g)

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

(o) panne met of sonder deeg in 'n rysmasjien plaas; (x)

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

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

(r) posseëls op briewe, pakkette of ander artikels vir posdoeleindes plak; (a)

(s) sakke of kiste oop- of toemaak; (t)

(t) tee of dergelyke drankte maak vir of bedien aan werknemers, of sy werkgewer of besoekers; (q)

(u) uniforms, oorpakke of ander beskermende klere was of stryk; (z)

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

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

(x) volgens 'n gestelde skaal massameet of na 'n vaste maat meet; (p)

(y) vrugte skoonmaak of ontpit; (h)

(z) vuur maak, stook of uithaal of as of afval verwyder; (r)

(aa) wiele of buitebande omruil of lekplekke in bande heelmaak; (e) (23)

(3) "bakker" 'n werknemer wat—

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

(b) sy leertyd ingevolge die Wet op Vakleerlinge, 1944, in die Bak-en Banketnywerheid deurgemaak het;

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

(i) Banket vul of afwerk of met versiersuiker versier; (i)

(ii) bestanddele meng; (v)

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

(iv) deeg met die hand geknie; (ii)

(v) deeg of bakpanne wat deeg of banketmengsels bevat in oonde, uitgesonderd outomatiese oonde, insteek of brood of sulke bakpanne daaruit haal; (vi)

(vi) deeg vir brood maak; (iii)

(vii) die temperatuur van oonde reël; (viii)

(viii) gevormde of gefatsoeneerde deeg in bakpanne sit in gereedheid vir finale rys of bak; (vii)

(ix) massa van banketmengsels meet en dit in panne of ander houters vir kook of bak plaas; (ix) (x) massa van brooddeeg meet, brooddeeg vorm, vleg of fatsoeneer; (x) (3)

(4) "bakkerassistent" 'n werknemer wat onder die toesig van 'n voormanbakker of 'n bakker—

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

(b) een of meer van die werksaamhede verrig wat in items (i) tot en met (x) in die omskrywing van "bakker" vermeld word; (4)

(5) "banket", sonder om die gewone betekenis daarvan te beperk, ook kitkes, koek, soetgebak, beskuit, pasteitjies, pasteie, worsrolletjies, botterbroodjies, korentebrood, oliebolle, mosbolletjies en alle ander goedere wat deur middel van suurdeeg gerys is, uitgesonderd brood, maar omvat dit nie wafels, roomyswafels of keëls, honde- of jonghondbeskuit, pretzelstokkies of matzos nie; (9)

(2) "automatic oven" means any travelling, tunnel or similarly shaped oven in which articles are baked while travelling on a conveyor belt at a speed and in a temperature so regulated that the articles emerge from the oven fully baked; (32)

(3) "baker" means an employee who—

(a) has not less than four years' experience in the making of bread or confectionery; or

(b) has served his apprenticeship in the trade of baking and confectionery in terms of the Apprenticeship Act, 1944;

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

(i) Icing, filling or finishing confectionery; (i)

(ii) knocking back dough by hand; (iv)

(iii) making dough for bread; (vi)

(iv) mass-measuring or measuring ingredients used in the making of confectionery; (iii)

(v) mixing ingredients; (ii)

(vi) putting dough or baking pans containing dough or confectionery mixtures into or removing bread or such baking pans from ovens, other than automatic ovens; (v)

(vii) putting moulded or shaped dough into baking pans ready for final proving or baking; (viii)

(viii) regulating the temperature of ovens; (vii)

(ix) scaling confectionery mixtures and placing these in pans or other receptacles for cooking or baking; (ix)

(x) scaling, moulding, plaiting or shaping loaves; (x) (3)

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

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

(b) performing any one or more of the operations mentioned in items (i) to (x), inclusive, in the definition of "baker"; (4)

(5) "bread", without limiting its ordinary meaning, includes buns, rolls and fancy bread; (14)

(6) "Bread and Confectionery Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the manufacture or making of bread or confectionery or both, for sale, and includes the distribution by such employers of bread or confectionery, or both, and further includes all operations incidental to or consequent on any of the aforesaid activities; (15)

(7) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (25)

(8) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone switchboard operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a part of such employee's work; (22)

(9) "confectionery", without limiting its ordinary meaning, includes kitkes, cakes, pastries, rusks, pasties, pies, sausage rolls, scones, currant bread, doughnuts, mosbolletjies and any other yeast-raised goods, other than bread, but does not include wafers, ice-cream wafers or cones, dog or puppy biscuits, pretzel sticks or matzos; (5)

(10) "counterhand" means an employee engaged in selling bread or confectionery over the counter in an establishment and who may receive cash for goods sold; (38)

(11) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a shift worker, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (16)

(12) "delivery employee" means an employee who is engaged in delivering bread, confectionery, letters or other articles or messages from an establishment otherwise than by means of a motor vehicle, who may collect cash in the case of C.O.D. sales and accept written orders and who is responsible for goods taken out and cash received but who does not sell bread or confectionery or canvass for orders; (7)

(13) "delivery employee, Grade A," means a delivery employee who performs his duties by means of a two- or three-wheeled cycle, driven or assisted by a motor with an engine of a capacity not exceeding 50 cm<sup>3</sup>; (8)

(14) "delivery employee, Grade B," means a delivery employee who performs his duties on foot or by means of a bicycle, tricycle or other hand- or foot-propelled vehicle; (19)

(15) "driver" means an employee who, by means of a motor vehicle driven by himself, is engaged in any one or more of the following activities:

(a) Collecting cash in respect of made-up orders; (e)

(b) delivering bread to any mining company, hospital or municipality or to the South African Railways, where such bread is supplied under contract; (a)

(6) "bedryfsinrigting" 'n perseel of gedeelte daarvan waarop of in verband waarmee een of meer werknemers in die Brood- en Banketnywerheid in diens is; (17)

(7) "besteller" 'n werknemer wat brood, banket, briewe of ander artikels of boodskappe vanuit 'n bedryfsinrigting op 'n ander manier as per motorvoertuig aflewer, wat in die geval van k.b.a.-verkope kontant kan invorder en skriftelike bestellings kan aanneem en wat verantwoordelik is vir goedere wat uitgeneem en kontant wat ontvang word maar wat nie brood of banket verkoop of bestellings werf nie; (12)

(8) "besteller Graad A" 'n besteller wat sy pligte verrig deur middel van 'n twee- of driewiel fiets wat deur 'n motor met 'n enjinkapasiteit van hoogstens 50 cm<sup>3</sup> aangedryf word; (13)

(9) "besteller Graad B" 'n besteller wat sy pligte te voet of deur middel van 'n twee- of driewiel fiets, of ander hand- of voetvoertuig verrig; (14)

(10) "bestelwa" 'n motorvoertuig wat vir die vervoer van brood of banket gebruik word; (39)

(11) "bestelwabediende" 'n werknemer—

(a) wat in beheer van 'n bestelwa op 'n rondte 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 die bestelwa kan aflewer en die bestelwa kan dryf en omvat dit 'n werknemer in beheer van 'n bestelwa wat ooreenkomstig 'n lys of ander skriftelike opdragte deur sy werkgever aan hom gegee, die brood of banketbestellings van klante uit voorrade in sy bestelwa uitsoek en sodanige bestellings aan die klante aflewer; (40)

(12) "bestelwabediende se assistent" 'n werknemer wat onder die toesig van 'n bestelwabediende brood of banket uit 'n bestelwa aflewer of verkoop maar wat nie die bestelwa dryf nie; (41)

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

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk; (27)

(14) "brood", sonder om die gewone betekenis daarvan te beperk, ook bolletjies, rolle en sierbrood; (5)

(15) "Brood- en Banketnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat geregi- streer is of ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, aan registrasie onderworpe is vir die vervaardiging of maak van brood of banket, of albei, vir verkoop en omvat dit die verspreiding deur sodanige werkgewers van brood of banket, of albei, en omvat dit verder alle werksaamhede wat met enigene van voornoemde bedrywigheide in verband staan of daaruit voortspruit; (6)

(16) "dag" die tydperk van 24 uur van middernag tot middernag: Met dien verstande dat, in die geval van 'n skofwerker, dit beteken 'n tydperk van 24 uur, gereken vanaf die tydperk waarop so 'n werknemer gewoonlik begin werk; (11)

(17) "drywer" 'n werknemer wat met 'n motorvoertuig wat hy self dryf een of meer van die volgende werksaamhede verrig:

(a) Brood aan enige mynmaatskappy, hospitaal of munisipaliteit of aan die Suid-Afrikaanse Spoorweë aflewer, waar sodanige brood onder kontrak verskaf word; (b)

(b) brood aan enige myn-, munisipale of ander kampong aflewer, waar sodanige brood bedoel is vir verbruik deur persone wat in sodanige kampong woon; (e)

(c) brood of banket aan die Suid-Afrikaanse Spoorweë vir versending lewer; (d)

(d) brood of banket aan 'n bestelwabediende op sy rondte aflewer; (c)

(e) kontantbetalings ten opsigte van sodanige opgemaakte bestellings invorder; (a)

maar wat nie brood of banket verkoop of bestellings werf nie; (15)

(f) opgemaakte bestellings aflewer; (f)

(18) "fabrieksklerk" 'n werknemer wat een of meer van die volgende pligte uitvoer:

(a) Bantoe- of Indiërtale tolk of vertaal; (f)

(b) besonderhede van goedere wat onvang of uitgereik is, nagaan of opteken, of voorraadregisters hou; (c)

(c) besonderhede van jaarlikse of siekteverlof opteken; (1)

(d) die indiënsneming, ontslag of bedanking van werknemers opteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak of diensertifikate voorberei; (m)

(e) fabrieksdokumente met die hand kopieer; (d)

(f) fabrieksdokumente liasseer, sorteer of andersins versorg; (e)

(g) goedere of uitrusting in 'n gereedskapskamer ontvang of uitreik en besonderhede van sodanige ontvangste of uitreikings opteken; (j)

(h) kaartjies of etikette stempel of uitskryf; (o)

(i) loon- of tydkaarte voorberei vir latere gebruik deur 'n klerk; (i)

(c) delivering bread or confectionery to a vanman on his rounds; (d) (d) delivering bread or confectionery to the South African Railways for despatch; (c)

(e) delivering bread to any mine, municipal or other compound, where such bread is intended for consumption by the persons living within such compound; (b)

(f) delivering made-up orders; (f)

but who does not sell bread or confectionery or canvass for orders; (17)

(16) "emergency work" means—

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

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

(c) any work in connection with the loading or unloading of—

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

(ii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; (28)

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

(18) "experience" means, in relation to—

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

(b) a baker, the total period or periods of employment which he has had in the making of bread or confectionery in the Bread and Confectionery Industry; (29)

(19) "factory clerk" means an employee who is engaged in performing one or more of the following duties:

(a) Accepting telephonic orders from customers or preparing invoices; (o)

(b) checking attendance records or recording particulars of employees at work or absent or the time spent by employees on other tasks; (n)

(c) checking or recording particulars of goods received or issued, or keeping stock records; (b)

(d) copying factory documents by hand; (e)

(e) filing, sorting or otherwise attending to factory documents; (f)

(f) interpreting or translating Bantu or Asian languages; (a)

(g) issuing passes, certificates of service or time cards; (m)

(h) operating an adding machine in the course of his duties as a factory clerk; (1)

(i) preparing wage or time cards for subsequent use by a clerk; (i)

(j) receiving or issuing goods or equipment in a tool room and recording particulars of such receipts or issues; (g)

(k) recording batch numbers, contents or reference numbers of cartons, containers or packages; (j)

(l) recording particulars of annual or sick leave; (c)

(m) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal files or documents or preparing service certificates; (d)

(n) scheduling production figures; (k)

(o) stamping or writing tickets or labels; (h)

(p) supervising the off-loading of goods; (p)

(q) writing up stock cards; (q)

(r) writing out consignment or delivery notes or packing slips; (r) (18)

(20) "foreman baker" means a baker who is in control of a shift engaged in making bread or confectionery; (41)

(21) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan; (19)

(22) "inspector" means an employee who is engaged in supervising the work of two or more vanmen; (21)

(23) "labourer" means an employee who is engaged in any one or more of the following activities:

(a) Affixing postage stamps on letters, parcels or other articles for posting; (r)

(b) assembling wooden boxes from ready-prepared shooks or setting up by hand ready-made cardboard or fibre board boxes; (j)

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

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

(e) changing wheels or tyres or repairing punctures; (aa)

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

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

(j) lotnommers, die inhoud of verwysingsnommers van kartonne, houeers of pakkette opteken; (k)

(k) lyste van produksiesyfers maak; (n)

(l) 'n optelmasjien in die loop van sy pligte as fabrieksklerk bedien; (h)

(m) passe, dienssertifikate of tydkaarte uitreik; (g)

(n) presensieregisters nagaan of besonderhede opteken van werknemers wat werk of afwesig is of van die tyd wat werknemers aan ander take bestee; (b)

(o) telefoniese bestellings van klante ontvang of fakture uitmaak; (a)

(p) toesig hou oor die aflaai van goedere; (p)

(q) voorraadkaarte bywerk; (q)

(r) vrag- of afleweringbriewe of verpakkingstrokie uitskryf; (19)

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

(20) "gekwalfiseerd", met betrekking tot 'n werknemer, dat die ondervinding van die werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir dié klas voorgeskryf word; en "ongekwalfiseerd" daarenteen, dat sy ondervinding in sy klas hom nie op dié hoogste loontarief geregtig maak nie; (32)

(21) "inspekteur" 'n werknemer wat oor die werk van twee of meer bestelwabiendies toesig hou; (22)

(22) "klerk" 'n werknemer wat skryf-, tik-, liasseer of eie ander soort klerklike werk verrig en omvat dit ook 'n kassier en 'n telefoon skakelbordoperateur maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (8)

(23) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n slappe in die handel, 'n tekort aan grondstowwe of 'n onklaar raking van masjinerie of installasie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (36)

(24) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as die by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken; (42)

(25) "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (7)

(26) "magasynman" 'n werknemer wat verantwoordelik is vir die ontvang, opberging of uitreiking van artikels of materiaal wat in 'n bedryfsinrigting vir die maak van brood of banket gebruik word; (37)

(27) "motorvoertuig" 'n krag-aangedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm<sup>3</sup> wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker; (28)

(28) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van installasie of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word, sonder versuim gedoen moet word;

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

(c) enige werk in verband met die laai of aflaai van—

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

(ii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; (16)

(29) "ondervinding", met betrekking tot—

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

(b) 'n bakker, die totale tydperk of tydperke wat hy in die maak van brood en banket in die Brood- en Banketnywerheid werksaam was; (18)

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

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

(b) 'n skofwerker vir sy werkgever gedurende sy vry periode werk nie; (29)

(31) "opgemaakte bestelling" enige volledige eenheid wat uit 'n bedryfsinrigting afgelewer word te algehele of gedeeltelike uitvoering van 'n bestelling wat regstreeks by die bedryfsinrigting geplaas is deur 'n klant persoonlik, oor die telefoon of per brief; (26)

(32) "outomatiese oond" 'n bewegende oond, 'n tonneloond of 'n oond van soortgelyke vorm waarin artikels gebak word onderwyl hulle op 'n vervoerband voortbeweeg teen 'n spoed en temperatuur wat so gereël word dat die artikels klaar gebak uit die oond kom; (2)

(h) cleaning or stoning fruit; (y)

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

(j) cracking eggs but not separating the white of the eggs from the yolks; (i)

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

(l) feeding dough into hoppers; (d)

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

(n) labelling bread, boxes or tins; (c)

(o) lime-washing latrines, outbuildings or compounds; (l)

(p) loading or unloading; (k)

(q) making tea or similar beverages for, or serving tea or similar beverages to, employees or the employer or his visitors; (t)

(r) making, maintaining or drawing fires or removing ashes or refuse; (z)

(s) mass-measuring to a set scale or measuring to a set measure; (x)

(t) opening or closing bags or boxes; (a)

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

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

(w) putting pans containing dough into or removing pans containing bread from an automatic oven; (h)

(x) putting pans with or without dough into a prover; (o)

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

(z) washing or ironing uniforms, overalls or other protective clothing; (u)

(aa) wrapping individual products of an establishment or sealing such wrapped products; (f) (2)

(24) "law" includes the common law;

(44)00100101(25) "local authority" means any city council, town council, municipal council, village council, village management board and any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), including any Administration Board established in terms of section 2 of the Black Affairs Administration Act, 1971 (Act 45 of 1971); (33)

(26) "made-up order" means any complete unit delivered from an establishment in compliance or partial compliance with an order which was placed directly with the establishment by a customer in person or by telephone or note; (31)

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

(a) supervision over;

(b) responsibility for; and

(c) direction of;

the activities of an establishment and the employees engaged therein; (13)

(28) "motor vehicle" means any power-driven vehicle with an engine capacity exceeding 50 cm<sup>3</sup> used for conveying goods and includes a mechanical horse and a tractor; (27)

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

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

(b) a shift worker works for his employer during his free period; (30)

(30) "packer" means an employee who is in charge of the receiving, checking, assembling or packing of bread or confectionery for despatch or delivery from an establishment, including the mass-measuring or addressing of packages; (39)

(31) "packer's assistant" means an employee, other than a labourer, who, under the supervision of an employee in receipt of a regular wage of not less than that prescribed in his area for a packer, is engaged in receiving, checking, assembling or packing bread or confectionery for despatch or delivery or mass-measuring or addressing packages; (40)

(32) "qualified" in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for that class and conversely "unqualified" means that his experience in his class does not entitle him to such highest rate; (20)

(33) "senior managerial or administrative employee" means an employee who is charged by his employer with the performance of work entailing responsibility for taking decisions of an administrative character in the conduct of the activities of an establishment; (34)

(34) "shift" means a group of employees who work together in making bread or confectionery in an establishment during any number of hours which, except for meal intervals, are consecutive; (35)

(33) "plaaslike owerheid" enige stadsraad, grootstadsraad, munisipale raad, dorpsraad, dorpsbestuur en enige soortgelyke instelling of liggaam wat in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), beoog word, en omvat dit enige Administrasieraad wat kragtens artikel 2 van die Wet op die Administrasie van Swart Sake, 1971 (Wet 45 van 1971), ingestel is; (25)

(34) "senior bestuurs- of administratiewe werknemer" 'n werknemer wat in opdrag van sy werkgever werk verrig wat verantwoordelikheid meebring vir die neem van besluite van 'n administratiewe aard by die uitvoering van die werksaamhede van 'n bedryfsinrigting; (33)

(35) "skof" 'n groep werknemers wat saam werk by die maak van brood of banket in 'n bedryfsinrigting gedurende enige aantal ure wat, afgesien van etensposes, aaneenloop; (34)

(36) "skofwerker" 'n werknemer wat deel van 'n groep is waaruit 'n skof bestaan en omvat dit 'n verpakker, verpakkersassistent en 'n masynman; (35)

(37) "tegniese of professionele werknemer" 'n werknemer wat in opdrag van sy werkgever werk van 'n tegniese of professionele aard verrig; (38)

(38) "toonbankbediener" 'n werknemer wat brood of banket oor die toonbank in 'n bedryfsinrigting verkoop en wat kontant vir die verkoopte goedere kan ontvang; (10)

(39) "verpakker" 'n werknemer wat beheer het oor die ontvang, nagaan, versamel of verpakking van brood of banket vir versending of aflewering uit 'n bedryfsinrigting, met inbegrip van die massameet of adresseer van pakkette; (30)

(40) "verpakkersassistent" 'n werknemer, uitgesonderd 'n arbeider, wat onder toesig van 'n werknemer wat gereeld 'n loon ontvang van minstens dié wat in sy gebied vir 'n verpakker voorgeskryf is, brood of banket vir versending of aflewering ontvang, nagaan, versamel of verpak of wat pakkette massameet of adresseer; (31)

(41) "voormanbakker" 'n bakker wat in beheer is van 'n skof wat brood of banket maak; (20)

(42) "wag" 'n werknemer wat 'n perseel of eiendom bewaak; (43)

(43) "werkdag", behalwe ten opsigte van 'n wag, enige dag, uitgesonderd 'n Sondag of 'n openbare vakansiedag, waarop 'n werknemer gewoonlik werk; (44)

(44) "wet" ook die gemene reg. (24)

### 3. BESOLDIGING

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

Werknemers, uitgesonderd los werknemers:

|                                                   | In die landdrostrikte<br>Alberton, Benoni, Boksburg,<br>Brakpan, Germiston,<br>Johannesburg, Kempton<br>Park, Krugersdorp, Nigel,<br>Oberholzer, Randburg,<br>Randfontein, Roodepoort,<br>Sasolburg, Springs,<br>Vanderbijlpark, Vereeniging<br>en Westonaria |                      |                                                                              |                      | In die landdrostrikte<br>Klerksdorp, Potchefstroom<br>en Witbank             |                     |                                                                              |                     | In die landdrostrikte Heidelberg,<br>Middelburg, Pietersburg en Rustenburg   |                     |                                                                              |                      | In die landdrostrikte Balfour, Bethal,<br>Bronkhorstspuit, Delmas, Ermelo,<br>Hoëveldrif, Letaba, Nelspruit,<br>Piet Retief, Potgietersrus, Soutpansberg,<br>Standerton, Volksrust, Warmbad<br>en Waterberg |                      |                                                                              |                     |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------|---------------------|
|                                                   | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word                                                                                                                                                                                  | Daarna               | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word | Daarna               | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word | Daarna              | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word | Daarna              | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word | Daarna              | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word | Daarna               | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word                                                                                                                                | Daarna               | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word | Daarna              |
| Ambagsman                                         | Per week<br>R 95,00                                                                                                                                                                                                                                           | Per week<br>R 104,00 | Per week<br>R 92,00                                                          | Per week<br>R 101,00 | Per week<br>R 79,00                                                          | Per week<br>R 87,00 | Per week<br>R 96,00                                                          | Per week<br>R 73,00 | Per week<br>R 79,00                                                          | Per week<br>R 87,00 | Per week<br>R 95,00                                                          | Per week<br>R 104,00 | Per week<br>R 92,00                                                                                                                                                                                         | Per week<br>R 101,00 | Per week<br>R 79,00                                                          | Per week<br>R 87,00 |
| Arbeider—                                         |                                                                                                                                                                                                                                                               |                      |                                                                              |                      |                                                                              |                     |                                                                              |                     |                                                                              |                     |                                                                              |                      |                                                                                                                                                                                                             |                      |                                                                              |                     |
| man—                                              |                                                                                                                                                                                                                                                               |                      |                                                                              |                      |                                                                              |                     |                                                                              |                     |                                                                              |                     |                                                                              |                      |                                                                                                                                                                                                             |                      |                                                                              |                     |
| 18 jaar of ouer                                   | 30,00                                                                                                                                                                                                                                                         | 33,00                | 26,00                                                                        | 29,00                | 20,00                                                                        | 22,50               | 25,00                                                                        | 18,00               | 20,00                                                                        | 22,00               | 30,00                                                                        | 33,00                | 26,00                                                                                                                                                                                                       | 29,00                | 20,00                                                                        | 22,00               |
| onder 18 jaar                                     | 22,50                                                                                                                                                                                                                                                         | 24,80                | 19,50                                                                        | 21,80                | 15,00                                                                        | 16,50               | 18,80                                                                        | 13,50               | 15,00                                                                        | 16,50               | 22,50                                                                        | 24,80                | 19,50                                                                                                                                                                                                       | 21,80                | 15,00                                                                        | 16,50               |
| Arbeider—                                         |                                                                                                                                                                                                                                                               |                      |                                                                              |                      |                                                                              |                     |                                                                              |                     |                                                                              |                     |                                                                              |                      |                                                                                                                                                                                                             |                      |                                                                              |                     |
| vrou                                              | 24,00                                                                                                                                                                                                                                                         | 26,40                | 20,80                                                                        | 23,20                | 16,00                                                                        | 17,60               | 20,00                                                                        | 14,40               | 16,00                                                                        | 17,60               | 24,00                                                                        | 26,40                | 20,80                                                                                                                                                                                                       | 23,20                | 16,00                                                                        | 17,60               |
| Bakker                                            | 73,00                                                                                                                                                                                                                                                         | 80,00                | 69,00                                                                        | 76,00                | 51,00                                                                        | 56,00               | 63,00                                                                        | 47,00               | 51,00                                                                        | 56,00               | 73,00                                                                        | 80,00                | 69,00                                                                                                                                                                                                       | 76,00                | 51,00                                                                        | 56,00               |
| Bakkerassistent                                   | 40,50                                                                                                                                                                                                                                                         | 44,50                | 35,00                                                                        | 39,00                | 27,00                                                                        | 30,50               | 33,80                                                                        | 24,30               | 27,00                                                                        | 29,70               | 40,50                                                                        | 44,50                | 35,00                                                                                                                                                                                                       | 39,00                | 27,00                                                                        | 29,70               |
| Besteller, graad A                                | 35,00                                                                                                                                                                                                                                                         | 38,60                | 30,50                                                                        | 34,00                | 23,40                                                                        | 26,40               | 29,30                                                                        | 21,00               | 23,40                                                                        | 25,70               | 35,00                                                                        | 38,60                | 30,50                                                                                                                                                                                                       | 34,00                | 23,40                                                                        | 25,70               |
| Besteller, graad B                                | 31,50                                                                                                                                                                                                                                                         | 34,70                | 27,30                                                                        | 30,50                | 21,00                                                                        | 23,60               | 26,30                                                                        | 19,00               | 21,00                                                                        | 23,00               | 31,50                                                                        | 34,70                | 27,30                                                                                                                                                                                                       | 30,50                | 21,00                                                                        | 23,00               |
| Bestelwabediende                                  | 72,00                                                                                                                                                                                                                                                         | 79,00                | 69,00                                                                        | 76,00                | 60,00                                                                        | 66,00               | 73,00                                                                        | 54,00               | 60,00                                                                        | 66,00               | 72,00                                                                        | 79,00                | 69,00                                                                                                                                                                                                       | 76,00                | 60,00                                                                        | 66,00               |
| Bestelwabediende se assistent                     | 30,00                                                                                                                                                                                                                                                         | 33,00                | 26,00                                                                        | 29,00                | 20,00                                                                        | 22,50               | 25,00                                                                        | 18,00               | 20,00                                                                        | 22,00               | 30,00                                                                        | 33,00                | 26,00                                                                                                                                                                                                       | 29,00                | 20,00                                                                        | 22,00               |
| Drywer                                            | 46,80                                                                                                                                                                                                                                                         | 51,50                | 44,00                                                                        | 49,00                | 37,80                                                                        | 42,60               | 47,30                                                                        | 34,00               | 37,80                                                                        | 41,60               | 46,80                                                                        | 51,50                | 44,00                                                                                                                                                                                                       | 49,00                | 37,80                                                                        | 41,60               |
| Fabrieksklerk—                                    |                                                                                                                                                                                                                                                               |                      |                                                                              |                      |                                                                              |                     |                                                                              |                     |                                                                              |                     |                                                                              |                      |                                                                                                                                                                                                             |                      |                                                                              |                     |
| gedurende die eerste ses maande onder-<br>vinding | 34,50                                                                                                                                                                                                                                                         | 38,00                | 30,00                                                                        | 33,00                | 23,00                                                                        | 25,80               | 28,80                                                                        | 20,70               | 23,00                                                                        | 25,30               | 34,50                                                                        | 38,00                | 30,00                                                                                                                                                                                                       | 33,00                | 23,00                                                                        | 25,30               |
| gedurende die tweede ses maande onder-<br>vinding | 37,50                                                                                                                                                                                                                                                         | 41,00                | 32,50                                                                        | 36,00                | 25,00                                                                        | 28,00               | 31,20                                                                        | 22,50               | 25,00                                                                        | 27,50               | 37,50                                                                        | 41,00                | 32,50                                                                                                                                                                                                       | 36,00                | 25,00                                                                        | 27,50               |
| daarna                                            | 40,50                                                                                                                                                                                                                                                         | 44,00                | 35,00                                                                        | 39,00                | 27,00                                                                        | 30,20               | 33,60                                                                        | 24,30               | 27,00                                                                        | 29,70               | 40,50                                                                        | 44,00                | 35,00                                                                                                                                                                                                       | 39,00                | 27,00                                                                        | 29,70               |
| Faktotum                                          | 45,00                                                                                                                                                                                                                                                         | 49,50                | 42,50                                                                        | 47,40                | 36,00                                                                        | 41,00               | 45,50                                                                        | 33,00               | 36,00                                                                        | 40,00               | 45,00                                                                        | 49,50                | 42,50                                                                                                                                                                                                       | 47,40                | 36,00                                                                        | 40,00               |
| Inspekteur                                        | 77,00                                                                                                                                                                                                                                                         | 84,00                | 72,00                                                                        | 79,00                | 63,00                                                                        | 69,00               | 76,00                                                                        | 58,00               | 63,00                                                                        | 69,00               | 77,00                                                                        | 84,00                | 72,00                                                                                                                                                                                                       | 79,00                | 63,00                                                                        | 69,00               |

(35) "shift worker" means an employee who is part of a group constituting a shift and includes a packer, packer's assistant and a storeman; (36)

(36) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings; (23)

(37) "storeman" means an employee who is responsible for receiving, storing or issuing articles or materials used in an establishment in the making of bread or confectionery; (26)

(38) "technical or professional employee" means an employee who is charged by his employer with the performance of work of a technical or professional character; (37)

(39) "van" means any motor vehicle used for the conveyance of bread or confectionery; (10)

(40) "vanman" means an employee—

(a) who is in charge of a van on a round; or

(b) who sells bread or confectionery from a van or canvasses for orders for the sale of bread or confectionery; and

(c) who is responsible for cash received from such sale of bread or confectionery;

and who may deliver bread or confectionery from the van and drive, the van and includes an employee in charge of a van who, in accordance with a list or other written instructions given to him by his employer, selects the bread or confectionery requirements of customers from stocks in his van and delivers such requirements to the customers; (11)

(41) "vanman's assistant" means an employee who, under the supervision of a vanman, is engaged in delivering or selling bread or confectionery from a van, but who does not drive a van; (12)

(42) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount; (24)

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

(44) "work-day" except in relation to a watchman, means any day, other than a Sunday or a public holiday, on which an employee normally works. (43)

### 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:

|                                                                          | In die landdrostrikte<br>Alberton, Benoni, Boksburg,<br>Brakpan, Germiston,<br>Johannesburg, Kempton<br>Park, Krugersdorp, Nigel,<br>Oberholzer, Randburg,<br>Randfontein, Roodepoort,<br>Sasolburg, Springs,<br>Vanderbijlpark, Vereeniging<br>en Westonaria |        |                                                                              |        | In die landdrostrikte<br>Klerksdorp, Potchefstroom<br>en Witbank             |        | In die landdrostrikte Heidelberg,<br>Middelburg, Pietersburg en Rustenburg   |        |                                                                              | In die landdrostrikte Balfour, Bethal,<br>Bronkhorstspuit, Delmas, Ermelo,<br>Hoëveldrif, Letaba, Nelspruit,<br>Piet Retief, Potgietersrus, Soutpansberg,<br>Standerton, Volksrust, Warmbad<br>en Waterberg |                                                                              |        |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------|
|                                                                          | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word                                                                                                                                                                                  |        | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word |        | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word |        | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word |        | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word |                                                                                                                                                                                                             | Gedurende die<br>eerste jaar<br>nadat hierdie<br>Vasstelling<br>bindend word |        |
|                                                                          | Per week<br>R                                                                                                                                                                                                                                                 | Daarna | Per week<br>R                                                                | Daarna | Per week<br>R                                                                | Daarna | Per week<br>R                                                                | Daarna | Per week<br>R                                                                | Daarna                                                                                                                                                                                                      | Per week<br>R                                                                | Daarna |
| <b>Klerk—</b>                                                            |                                                                                                                                                                                                                                                               |        |                                                                              |        |                                                                              |        |                                                                              |        |                                                                              |                                                                                                                                                                                                             |                                                                              |        |
| man—                                                                     |                                                                                                                                                                                                                                                               |        |                                                                              |        |                                                                              |        |                                                                              |        |                                                                              |                                                                                                                                                                                                             |                                                                              |        |
| gedurende die eerste jaar ondervinding .....                             | 39,23                                                                                                                                                                                                                                                         | 43,15  | 34,62                                                                        | 38,08  | 29,31                                                                        | 32,31  | 35,77                                                                        | 27,00  | 29,31                                                                        | 32,31                                                                                                                                                                                                       |                                                                              |        |
| gedurende die tweede jaar ondervinding .....                             | 46,62                                                                                                                                                                                                                                                         | 51,23  | 41,54                                                                        | 45,46  | 35,31                                                                        | 38,77  | 42,69                                                                        | 32,77  | 35,31                                                                        | 38,77                                                                                                                                                                                                       |                                                                              |        |
| gedurende die derde jaar ondervinding .....                              | 54,00                                                                                                                                                                                                                                                         | 59,31  | 48,46                                                                        | 52,85  | 41,31                                                                        | 45,23  | 49,62                                                                        | 38,54  | 41,31                                                                        | 45,23                                                                                                                                                                                                       |                                                                              |        |
| gedurende die vierde jaar ondervinding .....                             | 61,38                                                                                                                                                                                                                                                         | 67,38  | 55,38                                                                        | 60,23  | 47,31                                                                        | 51,69  | 56,54                                                                        | 44,31  | 47,31                                                                        | 51,69                                                                                                                                                                                                       |                                                                              |        |
| gedurende die vyfde jaar ondervinding .....                              | 68,77                                                                                                                                                                                                                                                         | 75,46  | 62,31                                                                        | 67,62  | 53,31                                                                        | 58,15  | 63,46                                                                        | 50,08  | 53,31                                                                        | 58,15                                                                                                                                                                                                       |                                                                              |        |
| daarna .....                                                             | 76,15                                                                                                                                                                                                                                                         | 83,54  | 69,23                                                                        | 75,00  | 59,31                                                                        | 64,62  | 70,38                                                                        | 55,85  | 59,31                                                                        | 64,62                                                                                                                                                                                                       |                                                                              |        |
| <b>Klerk—</b>                                                            |                                                                                                                                                                                                                                                               |        |                                                                              |        |                                                                              |        |                                                                              |        |                                                                              |                                                                                                                                                                                                             |                                                                              |        |
| vrou—                                                                    |                                                                                                                                                                                                                                                               |        |                                                                              |        |                                                                              |        |                                                                              |        |                                                                              |                                                                                                                                                                                                             |                                                                              |        |
| gedurende die eerste jaar ondervinding .....                             | 36,92                                                                                                                                                                                                                                                         | 40,62  | 32,54                                                                        | 35,77  | 27,69                                                                        | 30,46  | 33,69                                                                        | 25,38  | 27,69                                                                        | 30,46                                                                                                                                                                                                       |                                                                              |        |
| gedurende die tweede jaar ondervinding .....                             | 41,54                                                                                                                                                                                                                                                         | 45,69  | 36,92                                                                        | 40,38  | 31,38                                                                        | 34,62  | 38,08                                                                        | 28,85  | 31,38                                                                        | 34,62                                                                                                                                                                                                       |                                                                              |        |
| gedurende die derde jaar ondervinding .....                              | 46,15                                                                                                                                                                                                                                                         | 50,77  | 41,31                                                                        | 45,00  | 35,08                                                                        | 38,77  | 42,46                                                                        | 32,31  | 35,08                                                                        | 38,77                                                                                                                                                                                                       |                                                                              |        |
| gedurende die vierde jaar ondervinding .....                             | 50,77                                                                                                                                                                                                                                                         | 55,85  | 45,69                                                                        | 49,62  | 38,77                                                                        | 42,92  | 46,85                                                                        | 35,77  | 38,77                                                                        | 42,92                                                                                                                                                                                                       |                                                                              |        |
| daarna .....                                                             | 55,38                                                                                                                                                                                                                                                         | 60,92  | 50,08                                                                        | 54,23  | 42,46                                                                        | 47,08  | 51,23                                                                        | 39,23  | 42,46                                                                        | 47,08                                                                                                                                                                                                       |                                                                              |        |
| Magasynman .....                                                         | 69,00                                                                                                                                                                                                                                                         | 75,00  | 66,00                                                                        | 72,00  | 53,00                                                                        | 58,00  | 63,00                                                                        | 48,00  | 53,00                                                                        | 58,00                                                                                                                                                                                                       |                                                                              |        |
| <b>Toonbankbediener—</b>                                                 |                                                                                                                                                                                                                                                               |        |                                                                              |        |                                                                              |        |                                                                              |        |                                                                              |                                                                                                                                                                                                             |                                                                              |        |
| man—                                                                     |                                                                                                                                                                                                                                                               |        |                                                                              |        |                                                                              |        |                                                                              |        |                                                                              |                                                                                                                                                                                                             |                                                                              |        |
| gedurende die eerste jaar ondervinding .....                             | 37,38                                                                                                                                                                                                                                                         | 41,08  | 33,69                                                                        | 37,15  | 28,85                                                                        | 31,85  | 35,08                                                                        | 26,54  | 28,85                                                                        | 31,85                                                                                                                                                                                                       |                                                                              |        |
| gedurende die tweede jaar ondervinding .....                             | 41,77                                                                                                                                                                                                                                                         | 45,92  | 37,85                                                                        | 41,54  | 32,54                                                                        | 35,77  | 39,46                                                                        | 30,00  | 32,54                                                                        | 35,77                                                                                                                                                                                                       |                                                                              |        |
| gedurende die derde jaar ondervinding .....                              | 46,15                                                                                                                                                                                                                                                         | 50,77  | 42,00                                                                        | 45,92  | 36,23                                                                        | 39,69  | 43,85                                                                        | 33,46  | 36,23                                                                        | 39,69                                                                                                                                                                                                       |                                                                              |        |
| gedurende die vierde jaar ondervinding .....                             | 50,54                                                                                                                                                                                                                                                         | 55,62  | 46,15                                                                        | 50,31  | 39,92                                                                        | 43,62  | 48,23                                                                        | 36,92  | 39,92                                                                        | 43,62                                                                                                                                                                                                       |                                                                              |        |
| daarna .....                                                             | 54,92                                                                                                                                                                                                                                                         | 60,46  | 50,31                                                                        | 54,69  | 43,62                                                                        | 47,54  | 52,62                                                                        | 40,38  | 43,62                                                                        | 47,54                                                                                                                                                                                                       |                                                                              |        |
| <b>Toonbankbediener—</b>                                                 |                                                                                                                                                                                                                                                               |        |                                                                              |        |                                                                              |        |                                                                              |        |                                                                              |                                                                                                                                                                                                             |                                                                              |        |
| vrou—                                                                    |                                                                                                                                                                                                                                                               |        |                                                                              |        |                                                                              |        |                                                                              |        |                                                                              |                                                                                                                                                                                                             |                                                                              |        |
| gedurende die eerste jaar ondervinding .....                             | 35,31                                                                                                                                                                                                                                                         | 38,77  | 31,62                                                                        | 34,85  | 26,77                                                                        | 29,54  | 32,54                                                                        | 24,46  | 26,77                                                                        | 29,54                                                                                                                                                                                                       |                                                                              |        |
| gedurende die tweede jaar ondervinding .....                             | 38,77                                                                                                                                                                                                                                                         | 42,46  | 34,85                                                                        | 38,31  | 29,54                                                                        | 32,54  | 36,00                                                                        | 27,00  | 29,54                                                                        | 32,54                                                                                                                                                                                                       |                                                                              |        |
| gedurende die derde jaar ondervinding .....                              | 42,23                                                                                                                                                                                                                                                         | 46,15  | 38,08                                                                        | 41,77  | 32,31                                                                        | 35,54  | 39,46                                                                        | 29,54  | 32,31                                                                        | 35,54                                                                                                                                                                                                       |                                                                              |        |
| daarna .....                                                             | 45,69                                                                                                                                                                                                                                                         | 49,85  | 41,31                                                                        | 45,23  | 35,08                                                                        | 38,54  | 42,92                                                                        | 32,08  | 35,08                                                                        | 38,54                                                                                                                                                                                                       |                                                                              |        |
| Verpakker .....                                                          | 69,00                                                                                                                                                                                                                                                         | 75,00  | 66,00                                                                        | 72,00  | 53,00                                                                        | 58,00  | 63,00                                                                        | 48,00  | 53,00                                                                        | 58,00                                                                                                                                                                                                       |                                                                              |        |
| Verpakkersassistent .....                                                | 35,00                                                                                                                                                                                                                                                         | 38,60  | 30,50                                                                        | 34,00  | 23,40                                                                        | 26,40  | 29,30                                                                        | 21,00  | 23,40                                                                        | 26,40                                                                                                                                                                                                       |                                                                              |        |
| Voormanbakker .....                                                      | 97,00                                                                                                                                                                                                                                                         | 107,00 | 94,00                                                                        | 104,00 | 81,00                                                                        | 89,00  | 98,00                                                                        | 75,00  | 81,00                                                                        | 89,00                                                                                                                                                                                                       |                                                                              |        |
| Wag .....                                                                | 34,00                                                                                                                                                                                                                                                         | 37,30  | 29,40                                                                        | 32,80  | 22,60                                                                        | 25,50  | 28,30                                                                        | 20,50  | 22,60                                                                        | 25,50                                                                                                                                                                                                       |                                                                              |        |
| Werknemer nie elders in hierdie klousule<br>uitdruklik vermeld nie ..... | 34,00                                                                                                                                                                                                                                                         | 37,30  | 29,40                                                                        | 32,80  | 22,60                                                                        | 25,50  | 28,30                                                                        | 20,50  | 22,60                                                                        | 25,50                                                                                                                                                                                                       |                                                                              |        |

## (a) Employees, other than casual employees:

|                                            | In the Magisterial Districts<br>of Alberton, Benoni, Boks-<br>burg, Brakpan, Germiston,<br>Johannesburg, Kempton<br>Park, Krugersdorp,<br>Nigel, Oberholzer, Rand-<br>burg, Randfontein,<br>Roodepoort, Sasolburg,<br>Springs, Vanderbijlpark,<br>Vereeniging and<br>Westonaria |            |                                                                                 |            | In the Magisterial Districts<br>of Klerksdorp,<br>Potchefstroom and<br>Witbank  |            | In the Magisterial Districts of<br>Heidelberg, Middelburg, Pietersburg<br>and Rustenburg |            |                                                                                | In the Magisterial Districts of<br>Balfour, Bethal, Bronkhorstspuit,<br>Delmas, Ermelo, Highveld Ridge,<br>Letaba, Nelspruit, Piet Retief,<br>Potgietersrus, Soutpansberg, Standerton,<br>Volksrust, Warmbaths and Waterberg |                                                                                |            |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------|
|                                            | During the<br>first year after<br>this Determi-<br>nation<br>becomes<br>binding                                                                                                                                                                                                 |            | During the<br>first year after<br>this Determi-<br>nation<br>becomes<br>binding |            | During the<br>first year after<br>this Determi-<br>nation<br>becomes<br>binding |            | During the<br>second year<br>after this<br>Determination<br>becomes<br>binding           |            | During the<br>second year<br>after this<br>Determination<br>becomes<br>binding |                                                                                                                                                                                                                              | During the<br>second year<br>after this<br>Determination<br>becomes<br>binding |            |
|                                            | Per week<br>R                                                                                                                                                                                                                                                                   | Thereafter | Per week<br>R                                                                   | Thereafter | Per week<br>R                                                                   | Thereafter | Per week<br>R                                                                            | Thereafter | Per week<br>R                                                                  | Thereafter                                                                                                                                                                                                                   | Per week<br>R                                                                  | Thereafter |
| <b>Artisan .....</b>                       | 95,00                                                                                                                                                                                                                                                                           | 104,00     | 92,00                                                                           | 101,00     | 79,00                                                                           | 87,00      | 96,00                                                                                    | 73,00      | 79,00                                                                          | 87,00                                                                                                                                                                                                                        |                                                                                |            |
| <b>Baker .....</b>                         | 73,00                                                                                                                                                                                                                                                                           | 80,00      | 69,00                                                                           | 76,00      | 51,00                                                                           | 56,00      | 63,00                                                                                    | 47,00      | 51,00                                                                          | 56,00                                                                                                                                                                                                                        |                                                                                |            |
| <b>Baker's assistant .....</b>             | 40,50                                                                                                                                                                                                                                                                           | 44,50      | 35,00                                                                           | 39,00      | 27,00                                                                           | 30,50      | 33,80                                                                                    | 24,30      | 27,00                                                                          | 29,70                                                                                                                                                                                                                        |                                                                                |            |
| <b>Clerk—</b>                              |                                                                                                                                                                                                                                                                                 |            |                                                                                 |            |                                                                                 |            |                                                                                          |            |                                                                                |                                                                                                                                                                                                                              |                                                                                |            |
| female—                                    |                                                                                                                                                                                                                                                                                 |            |                                                                                 |            |                                                                                 |            |                                                                                          |            |                                                                                |                                                                                                                                                                                                                              |                                                                                |            |
| during the first year of experience .....  | 36,92                                                                                                                                                                                                                                                                           | 40,62      | 32,54                                                                           | 35,77      | 27,69                                                                           | 30,46      | 33,69                                                                                    | 25,38      | 27,69                                                                          | 30,46                                                                                                                                                                                                                        |                                                                                |            |
| during the second year of experience ..... | 41,54                                                                                                                                                                                                                                                                           | 45,69      | 36,92                                                                           | 40,38      | 31,38                                                                           | 34,62      | 38,08                                                                                    | 28,85      | 31,38                                                                          | 34,62                                                                                                                                                                                                                        |                                                                                |            |
| during the third year of experience .....  | 46,15                                                                                                                                                                                                                                                                           | 50,77      | 41,31                                                                           | 45,00      | 35,08                                                                           | 38,77      | 42,46                                                                                    | 32,31      | 35,08                                                                          | 38,77                                                                                                                                                                                                                        |                                                                                |            |
| during the fourth year of experience ..... | 50,77                                                                                                                                                                                                                                                                           | 55,85      | 45,69                                                                           | 49,62      | 38,77                                                                           | 42,92      | 46,85                                                                                    | 35,77      | 38,77                                                                          | 42,92                                                                                                                                                                                                                        |                                                                                |            |
| thereafter .....                           | 55,38                                                                                                                                                                                                                                                                           | 60,92      | 50,08                                                                           | 54,23      | 42,46                                                                           | 47,08      | 51,23                                                                                    | 39,23      | 42,46                                                                          | 47,08                                                                                                                                                                                                                        |                                                                                |            |
| male—                                      |                                                                                                                                                                                                                                                                                 |            |                                                                                 |            |                                                                                 |            |                                                                                          |            |                                                                                |                                                                                                                                                                                                                              |                                                                                |            |
| during the first year of experience .....  | 39,23                                                                                                                                                                                                                                                                           | 43,15      | 34,62                                                                           | 38,08      | 29,31                                                                           | 32,31      | 35,77                                                                                    | 27,00      | 29,31                                                                          | 32,31                                                                                                                                                                                                                        |                                                                                |            |
| during the second year of experience ..... | 46,62                                                                                                                                                                                                                                                                           | 51,23      | 41,54                                                                           | 45,46      | 35,31                                                                           | 38,77      | 42,69                                                                                    | 32,77      | 35,31                                                                          | 38,77                                                                                                                                                                                                                        |                                                                                |            |
| during third year of experience .....      | 54,00                                                                                                                                                                                                                                                                           | 59,31      | 48,46                                                                           | 52,85      | 41,31                                                                           | 45,23      | 49,62                                                                                    | 38,54      | 41,31                                                                          | 45,23                                                                                                                                                                                                                        |                                                                                |            |
| during the fourth year of experience ..... | 61,38                                                                                                                                                                                                                                                                           | 67,38      | 55,38                                                                           | 60,23      | 47,31                                                                           | 51,69      | 56,54                                                                                    | 44,31      | 47,31                                                                          | 51,69                                                                                                                                                                                                                        |                                                                                |            |
| during the fifth year of experience .....  | 68,77                                                                                                                                                                                                                                                                           | 75,46      | 62,31                                                                           | 67,62      | 53,31                                                                           | 58,15      | 63,46                                                                                    | 50,08      | 53,31                                                                          | 58,15                                                                                                                                                                                                                        |                                                                                |            |
| thereafter .....                           | 76,15                                                                                                                                                                                                                                                                           | 83,54      | 69,23                                                                           | 75,00      | 59,31                                                                           | 64,62      | 70,38                                                                                    | 55,85      | 59,31                                                                          | 64,62                                                                                                                                                                                                                        |                                                                                |            |
| <b>Counterhand—</b>                        |                                                                                                                                                                                                                                                                                 |            |                                                                                 |            |                                                                                 |            |                                                                                          |            |                                                                                |                                                                                                                                                                                                                              |                                                                                |            |
| female—                                    |                                                                                                                                                                                                                                                                                 |            |                                                                                 |            |                                                                                 |            |                                                                                          |            |                                                                                |                                                                                                                                                                                                                              |                                                                                |            |
| during the first year of experience .....  | 35,31                                                                                                                                                                                                                                                                           | 38,77      | 31,62                                                                           | 34,85      | 26,77                                                                           | 29,54      | 32,54                                                                                    | 24,46      | 26,77                                                                          | 29,54                                                                                                                                                                                                                        |                                                                                |            |
| during the second year of experience ..... | 38,77                                                                                                                                                                                                                                                                           | 42,46      | 34,85                                                                           | 38,31      | 29,54                                                                           | 32,54      | 36,00                                                                                    | 27,00      | 29,54                                                                          | 32,54                                                                                                                                                                                                                        |                                                                                |            |
| during the third year of experience .....  | 42,23                                                                                                                                                                                                                                                                           | 46,15      | 38,08                                                                           | 41,77      | 32,31                                                                           | 35,54      | 39,46                                                                                    | 29,54      | 32,31                                                                          | 35,54                                                                                                                                                                                                                        |                                                                                |            |
| thereafter .....                           | 45,69                                                                                                                                                                                                                                                                           | 49,85      | 41,31                                                                           | 45,23      | 35,08                                                                           | 38,54      | 42,92                                                                                    | 32,08      | 35,08                                                                          | 38,54                                                                                                                                                                                                                        |                                                                                |            |

|                                                                    | In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg, Randfontein, Rodepoort, Sasolburg, Springs, Vanderbijlpark, Vereeniging and Westonaria |            | In the Magisterial Districts of Klerksdorp, Potchefstroom and Witbank |            | In the Magisterial Districts of Heidelberg, Middelburg, Pietersburg and Rustenburg |                                                                 | In the Magisterial Districts of Balfour, Bethal, Bronkhorstspuit, Delmas, Ermelo, Highveld Ridge, Letaba, Nelspruit, Piet Retief, Potgietersrus, Soutpansberg, Standerton, Volksrust, Warmbaths and Waterberg |                                                                |                                                                 |            |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------------|------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------|------------|
|                                                                    | During the first year after this Determination becomes binding                                                                                                                                                                               | Thereafter | During the first year after this Determination becomes binding        | Thereafter | During the first year after this Determination becomes binding                     | During the second year after this Determination becomes binding | Thereafter                                                                                                                                                                                                    | During the first year after this Determination becomes binding | During the second year after this Determination becomes binding | Thereafter |
|                                                                    | Per week R                                                                                                                                                                                                                                   | Per week R | Per week R                                                            | Per week R | Per week R                                                                         | Per week R                                                      | Per week R                                                                                                                                                                                                    | Per week R                                                     | Per week R                                                      | Per week R |
| male—                                                              |                                                                                                                                                                                                                                              |            |                                                                       |            |                                                                                    |                                                                 |                                                                                                                                                                                                               |                                                                |                                                                 |            |
| during the first year of experience .....                          | 37,38                                                                                                                                                                                                                                        | 41,08      | 33,69                                                                 | 37,15      | 28,85                                                                              | 31,85                                                           | 35,08                                                                                                                                                                                                         | 26,54                                                          | 28,85                                                           | 31,85      |
| during the second year of experience .....                         | 41,77                                                                                                                                                                                                                                        | 45,92      | 37,85                                                                 | 41,54      | 32,54                                                                              | 35,77                                                           | 39,46                                                                                                                                                                                                         | 30,00                                                          | 32,54                                                           | 35,77      |
| during the third year of experience .....                          | 46,15                                                                                                                                                                                                                                        | 50,77      | 42,00                                                                 | 45,92      | 36,23                                                                              | 39,69                                                           | 43,85                                                                                                                                                                                                         | 33,46                                                          | 36,23                                                           | 39,69      |
| during the fourth year of experience .....                         | 50,54                                                                                                                                                                                                                                        | 55,62      | 46,15                                                                 | 50,31      | 39,92                                                                              | 43,62                                                           | 48,23                                                                                                                                                                                                         | 36,92                                                          | 39,92                                                           | 43,62      |
| thereafter .....                                                   | 54,92                                                                                                                                                                                                                                        | 60,46      | 50,31                                                                 | 54,69      | 43,62                                                                              | 47,54                                                           | 52,62                                                                                                                                                                                                         | 40,38                                                          | 43,62                                                           | 47,54      |
| Delivery employee, Grade A .....                                   | 35,00                                                                                                                                                                                                                                        | 38,60      | 30,50                                                                 | 34,00      | 23,40                                                                              | 26,40                                                           | 29,30                                                                                                                                                                                                         | 21,00                                                          | 23,40                                                           | 25,70      |
| Delivery employee, Grade B .....                                   | 31,50                                                                                                                                                                                                                                        | 34,70      | 27,30                                                                 | 30,50      | 21,00                                                                              | 23,60                                                           | 26,30                                                                                                                                                                                                         | 19,00                                                          | 21,00                                                           | 23,00      |
| Driver .....                                                       | 46,80                                                                                                                                                                                                                                        | 51,50      | 44,00                                                                 | 49,00      | 37,80                                                                              | 42,60                                                           | 47,30                                                                                                                                                                                                         | 34,00                                                          | 37,80                                                           | 41,60      |
| Factory clerk—                                                     |                                                                                                                                                                                                                                              |            |                                                                       |            |                                                                                    |                                                                 |                                                                                                                                                                                                               |                                                                |                                                                 |            |
| during the first six months of experience .....                    | 34,50                                                                                                                                                                                                                                        | 38,00      | 30,00                                                                 | 33,00      | 23,00                                                                              | 25,80                                                           | 28,80                                                                                                                                                                                                         | 20,70                                                          | 23,00                                                           | 25,30      |
| during the second six months of experience .....                   | 37,50                                                                                                                                                                                                                                        | 41,00      | 32,50                                                                 | 36,00      | 25,00                                                                              | 28,00                                                           | 31,20                                                                                                                                                                                                         | 22,50                                                          | 25,00                                                           | 27,50      |
| thereafter .....                                                   | 40,50                                                                                                                                                                                                                                        | 44,00      | 35,00                                                                 | 39,00      | 27,00                                                                              | 30,20                                                           | 33,60                                                                                                                                                                                                         | 24,30                                                          | 27,00                                                           | 29,70      |
| Foreman baker .....                                                | 97,00                                                                                                                                                                                                                                        | 107,00     | 94,00                                                                 | 104,00     | 81,00                                                                              | 89,00                                                           | 98,00                                                                                                                                                                                                         | 75,00                                                          | 81,00                                                           | 89,00      |
| Handyman .....                                                     | 45,00                                                                                                                                                                                                                                        | 49,50      | 42,50                                                                 | 47,40      | 36,00                                                                              | 41,00                                                           | 45,50                                                                                                                                                                                                         | 33,00                                                          | 36,00                                                           | 40,00      |
| Inspector .....                                                    | 77,00                                                                                                                                                                                                                                        | 84,00      | 72,00                                                                 | 79,00      | 63,00                                                                              | 69,00                                                           | 76,00                                                                                                                                                                                                         | 58,00                                                          | 63,00                                                           | 69,00      |
| Labourer—                                                          |                                                                                                                                                                                                                                              |            |                                                                       |            |                                                                                    |                                                                 |                                                                                                                                                                                                               |                                                                |                                                                 |            |
| female .....                                                       | 24,00                                                                                                                                                                                                                                        | 26,40      | 20,80                                                                 | 23,20      | 16,00                                                                              | 17,60                                                           | 20,00                                                                                                                                                                                                         | 14,40                                                          | 16,00                                                           | 17,60      |
| male—                                                              |                                                                                                                                                                                                                                              |            |                                                                       |            |                                                                                    |                                                                 |                                                                                                                                                                                                               |                                                                |                                                                 |            |
| 18 years of age or over .....                                      | 30,00                                                                                                                                                                                                                                        | 33,00      | 26,00                                                                 | 29,00      | 20,00                                                                              | 22,50                                                           | 25,00                                                                                                                                                                                                         | 18,00                                                          | 20,00                                                           | 22,00      |
| under 18 years of age .....                                        | 22,50                                                                                                                                                                                                                                        | 24,80      | 19,50                                                                 | 21,80      | 15,00                                                                              | 16,50                                                           | 18,80                                                                                                                                                                                                         | 13,50                                                          | 15,00                                                           | 16,50      |
| Packer .....                                                       | 69,00                                                                                                                                                                                                                                        | 75,00      | 66,00                                                                 | 72,00      | 53,00                                                                              | 58,00                                                           | 63,00                                                                                                                                                                                                         | 48,00                                                          | 53,00                                                           | 58,00      |
| Packer's assistant .....                                           | 35,00                                                                                                                                                                                                                                        | 38,60      | 30,50                                                                 | 34,00      | 23,40                                                                              | 26,40                                                           | 29,30                                                                                                                                                                                                         | 21,00                                                          | 23,40                                                           | 25,70      |
| Storeman .....                                                     | 69,00                                                                                                                                                                                                                                        | 75,00      | 66,00                                                                 | 72,00      | 53,00                                                                              | 58,00                                                           | 63,00                                                                                                                                                                                                         | 48,00                                                          | 53,00                                                           | 58,00      |
| Vanman .....                                                       | 72,00                                                                                                                                                                                                                                        | 79,00      | 69,00                                                                 | 76,00      | 60,00                                                                              | 66,00                                                           | 73,00                                                                                                                                                                                                         | 54,00                                                          | 60,00                                                           | 66,00      |
| Vanman's assistant .....                                           | 30,00                                                                                                                                                                                                                                        | 33,00      | 26,00                                                                 | 29,00      | 20,00                                                                              | 22,50                                                           | 25,00                                                                                                                                                                                                         | 18,00                                                          | 20,00                                                           | 22,00      |
| Watchman .....                                                     | 34,00                                                                                                                                                                                                                                        | 37,30      | 29,40                                                                 | 32,80      | 22,60                                                                              | 25,50                                                           | 28,30                                                                                                                                                                                                         | 20,50                                                          | 22,60                                                           | 25,00      |
| Employee not elsewhere in this clause specifically mentioned ..... | 34,00                                                                                                                                                                                                                                        | 37,30      | 29,40                                                                 | 32,80      | 22,60                                                                              | 25,50                                                           | 28,30                                                                                                                                                                                                         | 20,50                                                          | 22,60                                                           | 25,00      |

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

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

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

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

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

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

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

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

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

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

Met dien verstande dat—

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

(b) *Casual employee*.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that—

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

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

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

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

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

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

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

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

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

Provided that—

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

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

(iii) 'n drywer of besteller wat op enige dag brood of banket verkoop of bestellings vir die verkoop van brood of banket werf, of 'n bestelwabediende se assistent wat op enige dag 'n bestelwa dryf, vir dié dag as 'n bestelwabediende geag word, en sy werkgewer moet hom vir sodanige dag 'n loon betaal van minstens die dagloon voorgeskryf vir 'n bestelwabediende, ongeag of sodanige verkoop, werwing of dryf meer of minder as een uur in beslag geneem het.

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat by klousule 5 vir 'n werknemer van sy klas in enige week voorgeskryf is.

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

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

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

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

#### 4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant of, as die werknemer daartoe instem, maandeliks in kontant of per tjek betaal word gedurende die werkure, of binne 15 minute nadat die werk gestaak is, op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer (of in die geval van 'n deurlopendeproseswerker of 'n skofwerker, op 'n tydstop waarvoor sodanige werkgewer en sy werknemer ooreengekom het en wat gedurende die gewone kantoorure van die bedryfsinrigting moet wees, maar nie later nie as 24 uur na die gewone betaaldag) of by diensbeëindiging as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseëlde kovert of houër wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

(a) die werkgewer se naam;

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

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

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

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

(f) die werknemer se loon;

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

(h) besonderhede van enige bedrag wat afgetrek is;

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

(j) die tydperk waarvoor die betaling geskied;

en sodanige kovert of houër waarop hierdie inligting aangeteken is of sodanige staat word die eiendom van die werknemer. Met dien verstande dat—

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

(ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend moet word aan 'n werknemer wat ingevolge klousule 5 (10) (a) van die werkurebepalings uitgesluit is nie.

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

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

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

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfondse, of vir ledegeld van 'n vakvereniging;

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

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

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours of work prescribed for such employee in any week.

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

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

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

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

#### 4. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Save as provided in clause 6 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly, or with the consent of the employee in cash or by cheque monthly, during the hours of work or within 15 minutes of ceasing work, on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

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

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

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

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

(f) the employee's wage;

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

(h) details of any deductions made;

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

(j) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that—

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

(ii) the aforementioned information relating to time worked need to be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (a).

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

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

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

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

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

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

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

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

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

Per week Per maand

|                             | R    | R     |
|-----------------------------|------|-------|
| (i) Kos .....               | 2,00 | 8,67  |
| (ii) Inwoning .....         | 1,00 | 4,33  |
| (iii) Kos en inwoning ..... | 3,00 | 13,00 |

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

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

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

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

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

(i) sodanige aftrekking hoogstens een derde van die werknemer toegestaan is vir die verkryging van 'n huis; of

(ii) die huur van 'n huis of huisvesting in 'n tehuis wat sodanige werknemer bewoon;

indien die huis of tehuis verskaf is deur bemiddeling van sodanige organisasie uitsluitlik of gedeeltelik uit fondse wat vir daardie doel voorgeskiet is deur die Departement van Gemeenskapsbou en Owerheidshulpdienste, 'n bougenootskap of 'n plaaslike owerheid.

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

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

(a) in die geval van 'n werknemer wat ses dae per week werk—

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

(ii) behoudens subparagraaf (i) hiervan, nege op een dag en agt op enige van die oorblywende dae van die week, tensy die ure op een dag hoogstens vyf is, wanneer die ure op eenigeen van die ander dae tot agt en 'n half verleng kan word;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) 46 in 'n week van vyf werksdae vanaf Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege en 'n kwart op 'n dag:

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

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

(3) 'n Werkgever mag nie van sy besteller, drywer, inspekteur, bestelwediende of bestelwediende se assistent vereis of hom toelaat om vroeër as 05h00 te begin werk of om sy werkgever se bedryfsinrigting op enige dag vir die verkoop of aflewering van brood of banket vroeër as 15h30 te verlaat nie of om na 17h30 op 'n bepaalde dag te werk nie, en sodanige werknemer mag nie, behalwe weens omstandighede buite sy beheer soos bv. 'n natuurramp of 'n onklaarraking van sy voertuig, later as 17h00 op 'n bepaalde dag na sy werkgever se bedryfsinrigting terugkeer nie: Met dien verstande dat daar van so 'n werknemer vereis of hy toegelaat kan word om—

(i) vir die aflewering van brood of banket na 'n spoorwegstasie vir versending per trein of na 'n hospitaal of 'n militêre kamp;

(ii) gedurende die tydperk 20 tot en met 31 Desember;

(iii) op die Donderdag onmiddellik voor Goeie Vrydag;

(b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

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

(d) whenever an employee agrees or is required in terms of the Blacks (Urban Areas) Consolidated Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

Per week Per month

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

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

(i) such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

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

(f) with the written consent of an employee, a deduction of any amount which an employer has paid or has undertaken to pay to any organisation in respect of—

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

(ii) the rent of any house or accommodation in any hostel occupied by such employee;

if such house or hostel was provided through the agency of such organisation wholly or partly with funds advanced for that purpose by the Department of Community Development and State Auxiliary Services, a building society or any 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 an employee who works a six-day week—

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

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

(b) in the case of an employee who works a five-day week—

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

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

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

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

(3) An employer shall not require or permit his delivery employee, driver, inspector, vanman or vanman's assistant to commence work earlier than 05h00 or to leave his employer's establishment for the sale or delivery of bread or confectionery earlier than 05h30 nor to work after 17h30 on any day such employee shall not, except through circumstances beyond his control such as an act of God, or a breakdown of his vehicle, return to his employer's establishment later than 17h00 on any day: Provided that any such employee may be required or permitted—

(i) for the purpose of delivering bread or confectionery to a railway station for despatch by train or to a hospital or a military camp;

(ii) during the period 20 to 31 December, inclusive;

(iii) on the Thursday immediately preceding Good Friday;

(iv) vir 'n tydperk van hoogstens een week in 'n jaar gedurende 'n landbousskou;

(v) op 'n Saterdag;

om 04h30 te begin werk en sy werkgever se bedryfsinrigting om 05h00 te verlaat.

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

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

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

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

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

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

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

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van enige ander werknemer, 10 uur in 'n week:

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

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

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

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

Met dien verstande dat 'n werkgever wat van sy werknemer vereis of hom toelaat om langer oortyd te werk ooreenkomstig die voorbehoedsbepaling by subklousule (6), dié werknemer ten opsigte van sodanige oortyd teen minstens een en 'n half maal sy gewone loon moet betaal.

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

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae in 'n week na 13h00 te werk nie;

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

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

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

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

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

(ii) sodanige werknemer van 'n ete ter waarde van minstens 60c voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer minstens 60c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(9) *Vry periode*.—'n Werkgever moet aan elkeen van sy skofwerkers 'n vry periode van minstens 24 agtereenvolgende ure in elke week toestaan, maar as 'n werkgever van sodanige werknemer vereis of hom toelaat om gedurende sy vry periode te werk, moet die ure gewerk nie deel uitmaak van die gewone werkure wat in subklousule (1) voorgeskryf word nie.

(10) *Voorbehoedsbepalings*.—(a) Hierdie klousule is nie van toepassing nie op—

(i) 'n voormanbakker of op 'n senior bestuurs- of administratiewe werknemer of op 'n tegniere of professionele werknemer indien en solank so 'n werknemer gereeld 'n loon ontvang teen minstens—

(aa) R600 per maand in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria;

(ab) R550 per maand in die munisipale gebiede van Middelburg, Nelspruit, Pietersburg en Witbank;

(ac) R500 per maand in die oorblywende gebiede in klousule 1 genoem;

(iv) for a period not exceeding one week in any year during the holding of an agricultural show;

(v) on a Saturday;

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

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

(i) periods of work interrupted by intervals of less than half an hour, except when proviso (iv) applies, shall be deemed to be continuous;

(ii) if such interval be longer than half an hour, any period in excess of one hour shall be deemed to be time worked;

(iii) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(iv) When on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes.

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

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

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

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

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

(7) *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 a 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 a third times his ordinary wage in respect of the total period so worked by such employee in any week:

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

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

(a) between 18h00 and 06h00;

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

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

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

(e) overtime on more than 60 days in any year;

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

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

(ii) provided such employee with a meal to the value of not less than 60c and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 60c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

(10) *Savings*.—(a) This clause shall not apply to—

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

(aa) R600 per month in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria;

(ab) R550 per month in the Municipal Areas of Middelburg, Nelspruit, Pietersburg and Witbank;

(ac) R500 per month in the remaining areas mentioned in clause 1;

(ii) 'n wag wie se werkgever aan hom 'n vry periode van minstens 24 agtereenvolgende ure ten opsigte van elke week diens toestaan: Met dien verstande dat—

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

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

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

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

#### 6. JAARLIKSE VERLOF

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

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

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

(ii) die tydperk van verlof nie mag saam val nie met—

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

(ab) enige tydperk waarin die werknemer kennisgewing van diensbeëindiging ingevolge klousule 12 uitdien of militêre opleiding of diens kragtens die Verdedigingswet, 1957, ondergaan, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem;

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

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

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

(i) sodanige werknemer so 'n versoek rig binne vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.

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

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

(5) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn 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 werkgever ten opsigte van 'n tydperk van geleentheidsverlof wat hy op die skriftelike versoek van 'n werknemer met volle besoldiging aan die werknemer toegestaan het, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 12 (4), 'n werknemer—

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

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

(iii) wat sonder kennisgewing deur sy werkgever ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regsgeldig is; op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

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

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

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

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

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

#### 6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with him 21 consecutive days' leave and pay such employee in respect of such leave an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and the employee have agreed thereto in writing before the expiration of the said period of four months, the employer may grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

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

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

(ab) any period during which the employee is under notice of termination of employment in terms of clause 12 or is absent from work undergoing military training or service under the Defence Act, 1957, unless the employee so requests and the employer so agrees, in writing;

(iii) if a public holiday falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates.

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

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

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

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

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

(5) An employee whose contract of employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-fourth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee on full pay at his written request: Provided further that, subject to clause 12 (4), an employee who—

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

(iii) is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice; shall not be entitled to any payment by virtue of this subclause.

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

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

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

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

(i) met verlof ingevolge hierdie klousule;

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

(iii) op las of versoek van sy werkgever; en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

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

en word diens geag te begin—

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

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

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

#### 7. SIEKTEVERLOF

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

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

(b) in die geval van enige ander werknemer, altesaam minstens 24 werkdae;

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

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

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

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

(a) vir langer as drie agtereenvolgende werkdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of openbare vakansiedag; of

(c) op die werkdag onmiddellik na die Maandag wat volg op 'n openbare vakansiedag wat op 'n Sondag val;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregiereerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste siklus van 24 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tye van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie; by verstryking van gemelde siklus of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tye van sodanige verstryking of beëindiging toekom, nog nie geneem is nie.

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

(7) For the purposes of this clause the expression "employment" shall be deemed to include—

(a) any period in respect of which an employer, in terms of clause 12, pays and employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);

(iii) on the instructions or at the request of his employer; amounting in the aggregate in any one year to not more than 10 weeks; and

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

and employment shall be deemed to commence—

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

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

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

#### 7. SICK LEAVE

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

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

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

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

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

(a) for more than three consecutive work-days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday; or

(c) on the work-day immediately succeeding the Monday after a public holiday which falls on a Sunday;

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

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid in respect of only such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiration of the said cycle of employment before such expiration, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken.

## (4) By die toepassing van hierdie klousule—

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

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

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

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

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

## (5) Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek sy werkgever bydrae wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongeschiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdade, na gelang van die geval, in elke siklus van 24 maande diens aan hom betaal sal word, behalwe dat die gewaarborgde koers gedurende die eerste 24 maande wat die werknemer bydraes betaal, verlaag kan word maar tot minstens die aanwaskoers in die eerste voorbehoudsbepaling van subklousule (1) vermeld;

(b) ten opsigte van 'n tydperk van 'n werknemer se ongeschiktheid indien daar by 'n ander wet van 'n werkgever vereis word om die werknemer minstens sy volle loon te betaal.

## 8. OPENBARE VAKANSIEDAE, SONDAE EN VRYPERIODES

(1) Behoudens klousules 4 (6) en 6 (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat nie op 'n openbare vakansiedag werk nie, minstens sy weekloon betaal vir die week waarin so 'n dag val.

(2) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag werk, moet sy werkgever hom behoudens klousule 4 (6), vir die week waarin so 'n dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of gedeelte van 'n uur wat die werknemer altesaam op so 'n dag gewerk het: Met dien verstande dat—

(i) waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag word dat hy vier uur gewerk het;

(ii) waar 'n werknemer op 'n openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag of Kersdag, werk, sy werkgever hom, in plaas van betaling vir elke uur of gedeelte van 'n uur deur hom op so 'n vakansiedag gewerk, een werkdag verlof kan toestaan of op die laaste werkdag voor sodanige vakansiedag of binne sewe dae na sodanige vakansiedag en hom minstens sy dagloon ten opsigte van sodanige dag se verlof kan betaal;

(iii) wanneer 'n openbare vakansiedag op 'n Sondag val, die daarop-volgende Maandag vir die toepassing van hierdie klousule as so 'n openbare vakansiedag geag moet word.

(3) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n skof-werker, op 'n Sondag werk, moet sy werkgever of—

(a) die werknemer—

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

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

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

(4) Wanneer 'n skofwerker op 'n Sondag werk, moet sy werkgever hom teen minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk, met inbegrip van oortyd, wat hy op dié Sondag gewerk het.

## (4) For the purposes of this clause the expression—

- (a) "employment" shall be deemed to include—
  - (i) any period during which an employee is absent—
  - (aa) on leave in terms of clause 6;
  - (ab) on the instructions or at the request of his employer;
  - (ac) on sick leave in terms of subclause (1);

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

(ii) any period during which an employee is absent from work under-going military training or service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training or service; and any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding shall, for the purposes of this clause, be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

## (5) This clause shall not apply—

(a) to an employee at whose written request an employer makes con-tributions, 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 circum-stances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work-days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contribution by the employee the guaranteed rate may be reduced but to not less than the rate of accrual set out in the first proviso to subclause (1);

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

## 8. PUBLIC HOLIDAYS, SUNDAYS AND FREE PERIODS

(1) Subject to clauses 4 (6) and 6 (2), if an employee, other than a casual employee, does not work on a public holiday, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Whenever an employee, other than a casual employee, works on a public holiday his employer shall, save provided in clause 4 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that—

(i) 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;

(ii) whenever an employee works on a public holiday, other than New Year's day, Good Friday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day, his employer may, in lieu of paying him for each hour or part of an hour worked by him on such holiday, grant him one work-day's leave either on the last work-day before such holiday or within seven days after such holiday and pay him not less than his daily wage in respect of such day's leave;

(iii) whenever a public holiday falls on a Sunday the following Mon-day shall for the purposes of this clause be deemed to be such public holiday.

(3) Whenever an employee, other than a casual employee or a shift worker, works on a Sunday, his employer shall either—

(a) pay the employee—

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

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

(b) pay the employee at a rate of not less than one and a 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: Pro-vided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(4) Whenever a shift worker works on a Sunday, his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period, including overtime, worked by him on such Sunday.

(5) Wanneer 'n skofwerker gedurende sy vry periode werk, moet sy werkgever hom soos volg betaal:

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

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy gedurende sodanige vry periode werk of minstens dubbel sy dagloon, en wel die bedrag wat die grootste is.

(6) Wanneer 'n los werknemer op 'n Sondag of 'n openbare vakansiedag werk, moet sy werkgever hom teen minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat hy op enige van dié dae gewerk het: Met dien verstande dat indien van 'n werknemer vereis of hy toegelaat word om minder as vier uur op so 'n dag te werk, daar geag moet word dat hy vier uur gewerk het.

(7) Subklousules (1) tot en met (6) is nie van toepassing nie op 'n wag of op 'n werknemer wat uit hoofde van klousule 5 (10) (a) van die werkurebepalings uitgesluit is.

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

#### 9. VERBOD OP INDIENSNEMING

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

#### 10. GETALSVERHOUDING

(1) 'n Werkgever mag nie 'n bakker in diens neem nie tensy hy 'n voormanbakker in diens het.

(2) 'n Werkgever mag nie 'n bakkerassistent in diens neem nie tensy hy 'n voormanbakker in diens het, en hy mag hoogstens ses bakkerassistentes vir elke voormanbakker en ses vir elke bakker in diens neem.

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

(4) By die toepassing van hierdie klousule kan 'n werkgever of 'n bestuurder wat op enige skof uitsluitlik of hoofsaaklik die werk van 'n voormanbakker verrig, vir sodanige skof as 'n voormanbakker geag word: Met dien verstande dat 'n werkgever of 'n bestuurder nie vir meer as een skof 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 op 'n dag gewerk word: Met dien verstande dat by die toepassing van hierdie klousule 'n voormanbakker wat vir minstens vier uur op 'n dag met enige skof werk, geag kan word met die skof vir die volle duur van dié skof se werk vir daardie dag te gewerk het.

#### 11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om sodanige uniform, oorpak of beskermende klere te was of te was en te stryk, en in so 'n geval moet die werkgever so 'n werknemer 'n toelae van minstens 60c per week betaal.

#### 12. BEËINDIGING VAN DIENSKONTRAK

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

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

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

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

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

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

Met dien verstande dat—

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

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

(5) Whenever a shift worker works during his free period, his employer shall pay him—

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

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

(6) Whenever a casual employee works on a Sunday or on a public holiday, his employer shall pay him at a rate of not less than double his ordinary wage in respect of the total period worked by him on any such day: Provided that where such an employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(7) Subclauses (1) to (6), inclusive, shall not apply to a watchman or to an employee who is excluded from the hours of work provisions by virtue of clause 5 (10) (a).

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

#### 9. PROHIBITION OF EMPLOYMENT

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

#### 10. RATIO

(1) An employer shall not employ a baker unless he has in his employ a foreman baker.

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

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

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

(5) This clause shall apply separately to each establishment and subclauses (1) and (2) shall apply to each shift in an establishment in which more than one shift is worked on any day: Provided that for the purposes of this clause a foreman baker who on any day works for not less than four hours with any shift may be deemed to have worked with such shift for the whole period of its work for that day.

#### 11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law he is compelled to provide for his employee; and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer: Provided that an employer may require an employee to wash or to wash and iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 60 cents every week.

#### 12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

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

(b) after the first four weeks of employment, not less than one week's; notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

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

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

Provided that this shall not affect—

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

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

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

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

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

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

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

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

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

### 13. DIENSSERTIFIKAAT

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

#### DIENSSERTIFIKAAT

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

(Handtekening van werkgever of  
gemagtigde verteenwoordiger)

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

(a) Skrap wat nie van toepassing is nie.

(b) Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, arbeider, bakker, bakkersassistent, bestelwabe-diende.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 357, gepubliseer by Goewermentskennisgewing R. 2436 van 21 Desember 1973, soos gewysig by Goewermentskennisgewing R. 2417 van 25 November 1977.)

No. R. 646

27 Maart 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941

BROOD- EN BANKETNYWERHEID, SEKERE  
TRANSVAALSE GEBIEDE EN SASOLBURG

Ek, Stephanus Petrus Botha, Minister van Mannekrage-nutting, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die

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

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

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

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

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

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

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

### 13. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form showing the full names of the employer and of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the wage of the employee on the date of such termination.

#### CERTIFICATE OF SERVICE

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

.....  
(Signature of employer or  
authorised representative)

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

(a) Delete whichever inapplicable.

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

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wage Determination 357, published under Government Notice R. 2436 of 21 December 1973, as amended by Government Notice R. 2417 of 25 November 1977.)

No. R. 646

27 March 1981

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941

BREAD AND CONFECTIONERY INDUSTRY, CER-  
TAIN TRANSVAAL AREAS AND SASOLBURG

I, Stephanus Petrus Botha, Minister of Manpower Utili-sation, hereby in terms of section 22 (1) of the Facto-ries, Machinery and Building Work Act, 1941, declare the

bepalings van die Loonvasstelling vir die Brood- en Banketnywerheid, Sekere Transvaalse Giebiede en Sasolburg, gepubliseer by Goewermentskennisgewing R. 645 van 27 Maart 1981, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

provisions of the Wage Determination for the Bread and Confectionery Industry, Certain Transvaal Areas and Sasolburg, published under Government Notice R. 645 of 27 March 1981, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

## INHOUD

| No.                                        |                                                                                                                                                 | Bladsy<br>No. | Staats-<br>koerant<br>No. |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------|
| <b>Mannekragbenutting, Departement van</b> |                                                                                                                                                 |               |                           |
| <i>Goewermentskennisgewings</i>            |                                                                                                                                                 |               |                           |
| R. 645                                     | Loonwet (5/1957): Loonvasstelling 404: Brood- en Banketnywerheid, Sekere Transvaalse Gebiede en Sasolburg .....                                 | 1             | 7519                      |
| R. 646                                     | Wet op Fabriek, Masjienerie en Bouwerk (22/1941): Loonvasstelling 404: Brood- en Banketnywerheid, Sekere Transvaalse Gebiede en Sasolburg ..... | 15            | 7519                      |

## CONTENTS

| No.                                        |                                                                                                                                                             | Page<br>No. | Gazette<br>No. |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|
| <b>Manpower Utilisation, Department of</b> |                                                                                                                                                             |             |                |
| <i>Government Notices</i>                  |                                                                                                                                                             |             |                |
| R. 645                                     | Wage Act (5/1957): Wage Determination 404: Bread and Confectionery Industry, Certain Transvaal Areas and Sasolburg .....                                    | 1           | 7519           |
| R. 646                                     | Factories, Machinery and Building Work Act (22/1941): Wage Determination 404: Bread and Confectionery Industry, Certain Transvaal Areas and Sasolburg ..... | 15          | 7519           |