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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1840

24 Augustus 1984

LOONWET, 1957

LOONVASSTELLING 436, BROOD- EN BANKET- NYWERHEID, SEKERE GEBIEDE

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

BYLAE

1. OMVANG EN GEBIED VAN VASSTELLING

(1) Hierdie vasstelling is van toepassing op al die werkgewers en al hul werknemers, uitgesonderd bestuurders, in die Brood- en Banketnywerheid soos omskryf in subklousure (2), in die volgende gebiede:

Kaaprovinsie.—Die landdrostrikte King William's Town, Knysna, Oos-Londen en Queenstown en die munisipale gebiede van Aliwal-Noord, Barkly-Wes, Fort Beaufort, George, Grahamstad, Kimberley, Malmesbury, Moorreesburg, Mosselbaai, Oudtshoorn, Robertson, Stutterheim, Upington, Vanrhynsdorp en Worcester;

Natal.—Die landdrostrikte Lower Umfolozi, Pietermaritzburg, Port Shepstone en Umzinto en die munisipale gebiede van Eshowe, Estcourt, Glencoe, Greytown, Harding, Howick, Ladysmith, Melmoth, Mtubatuba, Newcastle en Vryheid en die dorpsraadgebied van Richmond;

Oranje-Vrystaat.—Die landdrostrikte Bloemfontein, Odendaalsrus, Virginia en Welkom en die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Ladybrand en Sasolburg;

Transvaal.—Die landdrostrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Hoëveldrif, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nigel, Oberholzer, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Witbank en die munisipale gebiede van Barberton, Bethal, Brits, Bronkhorstspuit, Delareyville, Delmas, Ermelo, Lichtenburg, Louis Trichardt, Naboomspruit, Nelspruit, Nylstroom, Phalaborwa, Pietersburg, Piet Retief, Potgietersrus, Rustenburg, Standerton, Tzaneen, Volksrust, Warmbad en Witriver.

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1840

24 August 1984

WAGE ACT, 1957

WAGE DETERMINATION 436.—BREAD AND CONFECTIONERY INDUSTRY, CERTAIN AREAS

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1947, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Bread and Confectionery Industry, Certain Areas, and has fixed the third 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

(i) This determination shall apply to all employers and all their employees, other than managers, in the Bread and Confectionery Industry as defined in subclause (2), in the following areas:

Cape Province.—The Magisterial Districts of King William's Town; Knysna, East London and Queenstown and the municipal areas of Aliwal North, Barkly West, Fort Beaufort, George, Grahamstown, Kimberley, Malmesbury, Moorreesburg, Mossel Bay, Oudtshoorn, Robertson, Stutterheim, Upington, Vanrhynsdorp and Worcester;

Natal.—The Magisterial Districts of Lower Umfolozi, Pietermaritzburg, Port Shepstone and Umzinto and the municipal areas of Eshowe, Estcourt, Glencoe, Greytown, Harding, Howick, Ladysmith, Melmoth, Mtubatuba, Newcastle and Vryheid and the town council area of Richmond;

Orange Free State.—The Magisterial Districts of Bloemfontein, Odendaalsrus, Virginia and Welkom and the municipal areas of Bethlehem, Harrismith, Kroonstad, Ladybrand and Sasolburg;

Transvaal.—The Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Highveld Ridge, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nigel, Oberholzer, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Witbank and the municipal areas of Barberton, Bethal, Brits, Bronkhorstspuit, Delareyville, Delmas, Ermelo, Lichtenburg, Louis Trichardt, Naboomspruit, Nelspruit, Nylstroom, Phalaborwa, Pietersburg, Piet Retief, Potgietersrus, Rustenburg, Standerton, Tzaneen, Volksrust, Warmbaths and White River.

(2) "Brood- en Banketnywerheid" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings waarin drie of meer werknemers werksaam is vir die vervaardiging of maak van brood en/of banket vir verkoop, en omvat dit die verspreiding deur sodanige werkgewers van brood en/of banket en omvat die verder alle werksaamhede wat met enige van voornoemde bedrywighede in verband staan of daaruit voortspruit;

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

"banket", sonder om die gewone betekenis daarvan te beperk, ook kitkes, koek, siegebakkies, droëbeskuit, 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 jonghondebeskuit, pretzelstokkies of matzos nie.

2. WOORDOMSKRYWING

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

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

(a) 'n Ambagsman bystaan deur artikels of gereedskap vas te hou of te dra;

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

(c) bestelfietse heelmaak, met inbegrip van lekkie heelmaak, speke vervang of wiele spoor;

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

(e) brode of banket onder die toesig van 'n verpakker of verpakkers-assistent tel;

(f) brood of banket was of verf;

(g) brood, kiste of blikke etiketteer;

(h) deeg in vultregters gooi;

(i) deeg meganies uitkantel;

(j) deeg met 'n masjien afknip;

(k) deeg uit 'n vormmasjien haal en dit in bakpanne plaas;

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

(m) die produkte van 'n bedryfsinrigting individueel toedraai, sodanige toegedraaide produkte verseël of etiketteer;

(n) diere of diervoertuie oppas;

(o) diere, persele, masjiene, meubels of gereedskap skoonmaak;

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

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

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

(s) houtkiste uit reeds voorbereide duie aanmeekaarsit of reeds voorbereide kartondose of veselborddose met die hand oprig;

(t) koekmengsels met 'n patroon in fatsoene sny;

(u) laai of aflaa;

(v) latrines, buitegeboue of kampe afwit;

(w) masjiene onder toesig smeer;

(x) meelblom in 'n meganiese sif uitgooi;

(y) meelblom meganies sif;

(z) meel in 'n sifmasjien gooi;

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

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

(ac) panne op vervoerband of bewegende platform plaas;

(ad) panne wat deeg bevat in 'n outomatiese oond plaas of panne met brood uit so 'n oond verwyder;

(ae) persele, masjiene, meubels, gereedskap of voertuie skoonmaak;

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

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

(ah) prikking of inkeping;

(ai) sakke of kiste oop- of toemaak;

(aj) tee of dergelyke drankie vir die werknemers of die werkgewer of besoekers maak of dit aan hulle bedien;

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

(2) "Bread and Confectionery Industry" means the industry in which employers and employees are associated in establishments in which three or more employees are engaged in the manufacture or making of bread and/or confectionery for sale, and includes the distribution by such employees of bread and/or confectionery and further includes all operations incidental to or consequent on any of the aforesaid activities;

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

"confectionery", without limiting its ordinary meaning, includes kitkes, cakes, fancy pastries, dry rusks, pastries, 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.

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 an employee shall be deemed to be in that class in which he is wholly or mainly engaged; and, unless inconsistent with the context—

(1) "apprentice" means an employee who is employed in terms of a contract of apprenticeship registered or deemed to be registered in terms of the Manpower Training Act, 1981, and includes an employee designated or deemed to have been designated in a trade in terms of that Act, who is employed for a period pending the registration of a contract of apprenticeship; (43)

(2) "artisan" means an employee, other than a baker or a confectioner, who has completed or has been deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who is the holder of a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training giving him artisan status in terms of that act, and any other employee who performs work normally performed by an artisan, except where specifically otherwise stated in this determination; (2)

(3) "artisan's assistant" means an employee, other than an apprentice or a trainee, who under the guidance and supervision of an artisan, assists such artisan in the performance of tasks that do not require the training or skill of an artisan; (3)

(4) "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; (36)

(5) "baker and/or confectioner" means an employee who has had not less than four years' experience in the making of bread and/or confectionery or who has completed a contract of apprenticeship in terms of the Manpower Training Act, 1981, in the designated trade "confectionery" or "baking and confectionery (small goods)", who performs any work in connection with the making of bread and/or confectionery, and who supervises employees engaged in performing any one or more of the following operations:

(i) Icing, filling or finishing confectionery;

(ii) knocking back dough by hand;

(iii) making dough for bread;

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

(v) mixing ingredients;

(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;

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

(viii) regulating the temperature of ovens;

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

(x) scaling, moulding, plaiting or shaping loaves; (4)

(6) "baker's and/or confectioner's assistant" means an employee who, under the supervision of a foreman baker or foreman-confectioner or of a baker and/or confectioner—

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

(b) performs any one or more of the operations mentioned in items (i) to (x), inclusive, in the definition of "baker and/or confectioner"; (5)

(7) "boiler operator" means an employee who, under general supervision, maintains the water level and pressure in a steam boiler and who makes, maintains and draws the fire in such steam boiler; (20)

(8) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (26)

(9) "clerk" means an employee who is engaged in writing, typing, firing 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, even though clerical work may form a part of such employee's work; (21)

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

(am) vleis of groente kook;

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

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

(ap) vrugte skoonmaak of ontpit;

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

(ar) wiele of buitebande omruil of lekke in bande heelmaak of voertuie skoonmaak, poleer, smeer, olie of bespuit; (22)

(2) "ambagsman" 'n werknemer, uitgesonderd 'n bakker of banketbakker, wat 'n kontrak van vakleerlingskap voltooi het of geag word te voltooi het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat aan hom uitgereik of geag word uitgereik te wees deur die Registrateur van Mannekragopleiding wat ambagsmanstatus aan hom verleen ingevolge daardie wet en 'n ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling bepaal word; (2)

(3) "ambagsmanshulp" 'n werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder die leiding en toesig van 'n ambagsman laasgenoemde bystaan in die uitvoering van take wat nie die opleiding of bedrewendheid van 'n ambagsman vereis nie; (3)

(4) "bakker en/of banketbakker" 'n werknemer wat minstens vier jaar ondervinding van die maak van brood en/of banket gehad het of 'n leerlingskontrak kragtens die Wet op Mannekragopleiding, 1981, in die aangewese ambag "banketbak" of "broodbak en banketbak (kleingoodere)" voltooi het, wat enige werk in verband met die maak van brood en/of banket verrig en wat toesig hou oor werknemers wat een of meer van ondergenoemde werksaamhede verrig:

(i) Banket versier, vul of afwerk;

(ii) bestanddele meng;

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

(iv) deeg vir brood maak;

(v) deeg met die hand knie;

(vi) deeg of bakpanne wat deeg of banketmengsels bevat in 'n nie-otomatiese oond plaas of brood, banket of bakpanne uit so 'n oond haal;

(vii) die temperatuur van oonde reël;

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

(ix) massa van banketmengsels meet en dit in panne of ander houers vir kook of bak plaas;

(x) massa van brooddeeg meet, brooddeeg vorm, vleg of fatsoeneer; (5)

(5) "bakkers- en/of banketbakkersassistent" 'n werknemer wat onder die toesig van 'n voormanbakker of voormanbanketbakker of van 'n bakker en/of banketbakker—

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

(b) een of meer van die werksaamhede verrig wat in items (i) tot en met (x) in die woordomsyrywing van "bakker en/of banketbakker" vermeld word; (6)

(6) "bedryfsinrigting" 'n perseel of 'n gedeelte daarvan waarop of in verband waarmee drie of meer werknemers in hierdie nywerheid in diens is; (18)

(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; (13)

(8) "besteller graad A" 'n besteller wat sy pligte verrig deur middel van 'n twee- of driewielers wat of deur 'n hulpmotor of deur 'n motor met 'n enjinkapasiteit van hoogstens 50 cm³ aangedryf word; (14)

(9) "besteller graad B" 'n besteller wat sy pligte te voet of deur middel van 'n nie-gemotoriseerde twee- of driewielers of ander sodanige voertuig verrig; (15)

(10) "bestelwa" 'n motorvoertuig wat vir die vervoer van brood en/of banket gebruik word; (44)

(11) "bestelwa verkoopsman" 'n werknemer wat in beheer van 'n bestelwa op 'n rondte is en wat—

(a) brood en/of banket uit 'n bestelwa verkoop of bestellings vir brood en/of banket werf;

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

brood en/of banket uit 'n 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 en/of banketbestellings van klante uit voorraad in sy bestelwa uitsoek en sodanige bestellings aan die klante aflewer; (45)

(10) "commission work" means any system according to which an employee's remuneration is calculated according to the number or value of orders he submits to his employer and that the latter accepts or the number or value of deliveries done; (22)

(11) "counterhand" means an employee engaged in selling bread and/or confectionery over the counter in an establishment and who may receive cash for goods sold; (42)

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

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

(14) "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 either an auxiliary motor or a motor with an engine of a capacity not exceeding 50 cm³; (8)

(15) "delivery employee, Grade B," means a delivery employee who performs his duties on foot or by means of a non-motorised bicycle, tricycle or other such vehicle; (9)

(16) "driver" means an employee who, by means of a motor vehicle driven by himself, delivers the bread, confectionery, letters or other articles or messages of an establishment and who, in the case of orders that have already been made up, can collect cash and accept written orders, but who does not sell bread and confectionery or canvass for orders; (16)

(17) "emergency work" means—

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

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

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

(i) ships;

(ii) trucks or vehicles of the South African Transport Services;

(iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; (31)

(18) "establishment" means any premises or part thereof in or in connection with which one or more employees are employed in this industry; (6)

(19) "experience" means, in respect of a factory clerk, a clerk or a counterhand, the total period or periods of employment which an employee has had as a factory clerk, a clerk or counterhand, respectively, in any trade or industry or in the service of a local authority or the State; (32)

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

(a) Accepting telephone orders from customers or preparing invoices;

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

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

(d) copying factory documents by hand;

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

(f) interpreting or translating languages used by Black or Asian employees;

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

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

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

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

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

(l) recording particulars of annual or sick leave;

(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;

(n) scheduling production figures;

(o) stamping or writing tickets or labels;

(p) supervising the off-loading of goods;

(q) writing up stock cards;

(r) writing out consignment or delivery notes or packing slips; (17)

(21) "foreman baker or foreman confectioner" means a baker and/or confectioner who is in charge of a shift engaged in making bread and/or confectionery; (46)

(12) "bestelwaverkoopsman se assistent" 'n werknemer wat onder die toesig van 'n bestelwaverkoopsman brood en/of banket uit 'n bestelwa aflewer of verkoop maar wat nie die bestelwa dryf nie; (46)

(13) "bestuurder" 'n werknemer wat deur sy werkgever belas is met die algehele toesig oor, verantwoordelikheid vir en leiding van die aktiwiteite van 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting en die werknemers wat daarin werk; (29)

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

(15) "deeltydse werknemer" 'n klerk of 'n toonbankbediener wat as sodanig by die week of die maand vir hoogstens 25 gewone werkure per week werksaam is; (35)

(16) "drywer" 'n werknemer wat met die motorvoertuig wat hy self dryf die brood, banket, briewe of ander artikels of boodskappe van 'n bedryfsinrigting aflewer en wat in die geval van vooraf opgemaakte bestellings kontant kan invorder en skriftelike bestellings kan aanneem, maar wat nie brood of banket verkoop of bestellings werf nie; (16)

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

(a) Besonderhede van goedere wat ontvang of uitgereik is, nagaan of opteken, of voorraadregisters hou;

(b) besonderhede van jaarlikse- of siekteverlof opteken;

(c) die indiensneming, ontslag of bedanking van werknemers opteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak of dienssertifikate voorberei;

(d) fabrieksdokumente met die hand kopieer;

(e) fabrieksdokumente liasseer, sorteer of andersins versorg;

(f) goedere of uitrusting in 'n gereedskapkamer ontvang of uitreik en besonderhede van sodanige ontvangste of uitreikings opteken;

(g) kaartjies of etikette stempel of uitskryf;

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

(i) lotnommers, die inhoud of verwysingsnommers van kartonne, houers of pakkette opteken;

(j) lyste van produksiesyfers maak;

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

(l) permitte, dienssertifikate of tydkaarte uitreik;

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

(n) telefoniese bestellings van klante ontvang of fakture uitmaak;

(o) toesig hou oor die aflaai van goedere;

(p) tolk of vertaal van tale gebesig deur Swart- of Asiëerwerknemers;

(q) voorraadkaarte bywerk;

(r) vrag- of afleweringsbriewe of verpakkingstrokies uitskryf; (20)

(18) "faktotum" 'n werknemer, uitgesonderd 'n vakleerling, kwekeling of ambagsmanshulp wat kleinere herstelwerk of verstellers doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word of wat masjinerie of uitrusting verf en wat ook kleiner herstelwerk of opknappings aan geboue kan doen maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (23)

(19) "inspekteur" 'n werknemer wat ook die werk van twee of meer bestelwaverkoopsmanne toesig hou; (24)

(20) "ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n stoomketel in stand hou en wat die vuur in sodanige stoomketel kan maak, stook en uithaal; (7)

(21) "klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat dit ook 'n kassier en telefoonskalkelbordoperateur maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (9)

(22) "kommissiewerk" enige stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die getal of waarde van bestellings wat hy aan sy werkgever voorleë en wat laasgenoemde aanvaar of die getal of waarde van aflewerings gedoen; (10)

(23) "korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelslapse in die nywerheid, 'n tekort aan grondstowwe, 'n onklaaraking van installasie of masjinerie, of weens die feit dat die geboue onbruikbaar is of dreig om dit te word; (41)

(24) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, aan wie opleiding verskaf word ingevolge die Wet op Mannekrageopleiding, 1981, in 'n ambag wat aangewys is of geag word aangewys te wees kragtens daardie wet; (43)

(25) "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

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

(a) Assisting an artisan by holding or carrying articles or tools;

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

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

(d) cutting buns open in order to fill them with cream;

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

(f) washing or painting bread or confectionery;

(g) labelling bread, boxes or cans;

(h) feeding dough into hoppers;

(i) tipping dough mechanically;

(j) knocking back dough by machine;

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

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

(m) wrapping individual products of an establishment or sealing or labelling such wrapped products;

(n) minding animals or animal-drawn vehicles;

(o) cleaning animals, premises, machines, furniture or tools;

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

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

(r) cracking eggs but not separating the whites from the yolks;

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

(t) cutting cake mixtures into patterns with a form;

(u) loading or unloading;

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

(w) lubricating machines under supervision;

(x) pouring flour into mechanical sieves;

(y) sieving flour mechanically;

(z) pouring flour into a sieving machine;

(aa) cleaning, cracking grinding or sorting nuts;

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

(ac) putting pans on conveyor belts or mobile platforms;

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

(ae) cleaning premises, machines, furniture, tools or vehicles;

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

(ag) affixing postage stamps to letters, parcels or other articles for posting;

(ah) docking or notching;

(ai) opening or closing bags or boxes;

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

(ak) mending, washing or ironing uniforms, overalls or other protective clothing;

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

(am) cooking meat or vegetables;

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

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

(ap) cleaning or stoning fruit;

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

(ar) changing wheels or tyres or repairing punctures or cleaning, polishing, lubricating, oiling or spraying vehicles; (1)

(23) "handyman" means an employee, other than an apprentice, a trainee or an artisan's assistant, who does minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, or who paints machinery or equipment and who may effect minor repairs or renovations to buildings but who does not do work normally performed by and artisan; (18)

(24) "inspector" means an employee who is engaged in supervising the work of two or more van salesmen; (19)

(25) "law" includes the common law; (49)

(26) "local authority" means any city council, town council, municipal council, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act 32 of 1961), and includes any town council or village council established in terms of section 2 of the Black Local Authorities Act, 1982 (Act 102 of 1982); (37)

as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, en het "gewone loon" en "weekloon" 'n ooreenstemmende betekenis, maar hierdie voorbehoudsbepaling word nie so uitgelê nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie; (47)

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

(27) "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; (42)

(28) "masjienfaktotum" 'n werknemer, uitgesonderd 'n vakleerling, kwekeling of ambagsmanshulp wat kleinere herstelwerk of verstellings doen aan masjinerie of toerusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie; (27)

(29) "militêre diens" enige diens of opleiding ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (30)

(30) "motorvoertuig" 'n kragaangedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³ wat gebruik word vir die vervoer van goedere, en omvat dit ook 'n voorhaker en 'n trekker maar nie 'n mobiele hystoetsel of vrachthuiswa nie; (31)

(31) "noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, diefstal, 'n epeidemie, 'n gewelddaad, nywerheidsnors, 'n ongeluk, onklaarraking van installasie of masjinerie, sabotasie, 'n storm of weens die feit dat die geboue onbruikbaar is of dreig om 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) skepe;

(ii) spoorwaens of voertuie van die Suid-Afrikaanse Vervoerdienste;

(iii) voertuie wat deur 'n vervoerkontraakteur gebruik word in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Vervoerdienste; (17)

(32) "ondervinding", met betrekking tot 'n fabrieksklerk, klerk of 'n toonbankbediener, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n fabrieksklerk, klerk of 'n toonbankbediener in enige bedryf of nywerheid of in die diens van 'n plaaslike owerheid of die Staat werksaam was; (19)

(33) "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) vir sodanige werknemer voorgeskryf, maar omvat dit nie 'n tydperk waarin—

(a) 'n skofwerker vir sy werkgever gedurende sy vry periode omskryf in klousule 5 (7), werk nie;

(b) enige werknemer vir sy werkgever op 'n Sondag werk nie; (32)

(34) "openbare feesdag" Nuwejaarsdag (of die Maandag ná Nuwejaarsdag waar laasgenoemde op 'n Sondag val), Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftegedag en Kersdag; (37)

(35) "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; (28)

(36) "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; (4)

(37) "plaaslike owerheid" enige stadsraad, grootstadsraad, munisipale raad, afdelingsraad of enige soortgelyke instelling of liggaam bedoel in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet 32 van 1961), en sluit dit ook enige dorpsraad of dorpsbestuur in wat kragtens artikel 2 van die Swart Plaaslike Owerheidswet, 1982 (Wet 102 van 1982), gestig is; (26)

(38) "sekuriteitswag" 'n werknemer wat een of meer van die volgende werksaamhede verrig—

(a) goedere, voertuie of persone deursoek;

(b) oor wagte toesig hou of hulle beheer;

(c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of daarvoor verslag doen en van wie vereis kan word om enige van al die pligte wat voorgeskryf is vir 'n wag, uit te voer; (38)

(39) "skof" 'n groep werknemers wat saam werk by die maak van brood en/of banket in 'n bedryfsinrigting gedurende enige aantal ure wat, afgesien van etenspouses, aaneenlopend is; (39)

(40) "skofwerker" 'n werknemer wat skofwerk verrig in 'n bedryfsinrigting waarin twee of drie agtereenvolgende skofte per dag op hoogstens ses dae per week gewerk word; (40)

(41) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (36)

(27) "machine handyman" means an employee, other than an apprentice, a trainee or an artisan's assistant, who does minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment but who does not do work normally performed by an artisan; (28)

(28) "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; (35)

(29) "manager" means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities of an establishment or a section of an establishment and the employees engaged therein; (13)

(30) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (29)

(31) "motor vehicle" means any power-driven vehicle with an engine capacity exceeding 50 cm³, used for conveying goods, and includes a mechanical horse and a tractor, but does not include a mobile hoist or a fork-lift truck; (30)

(32) "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), but does not include any period during which—

(a) a shift worker works for his employer during his free period as defined in clause 5 (7);

(b) any employee works for his employer on a Sunday; (33)

(33) "packer" means an employee who is in charge of the receiving, checking, assembling or packing of bread and/or confectionery for despatch or delivery from an establishment, including the mass-measuring or addressing of packages; (44)

(34) "packer's assistant" means an employee, other than a general worker, who, under the supervision of an employee in receipt of a regular wage of not less than that prescribed in his area for a packer, is engaged in receiving, checking, assembling or packing bread and/or confectionery for despatch or delivery or mass-measuring or addressing packages; (45)

(35) "part-time employee" means a clerk or a counterhand who works as such by the week or by the month for not more than 25 ordinary working hours per week; (15)

(36) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (41)

(37) "public holiday" means New Year's Day (or, if the latter falls on a Sunday, the Monday after New Year's Day), Good Friday, Ascension Day, Republic Day, the Day of the Vow and Christmas Day; (34)

(38) "security guard" means an employee engaged in one or more of the following activities:

(a) Searching goods, vehicles or persons;

(b) supervising or controlling watchmen;

(c) controlling the flow of persons or vehicles through check-points or gates or turning thereon, and who may be required to perform any or all of the duties prescribed for a watchman; (38)

(39) "shift" means a group of employees who work together in making bread and/or confectionery in an establishment during any number of hours which, except for meal intervals, are consecutive; (39)

(40) "shift worker" means an employee engaged in shift work in an establishment in which two or three consecutive shifts per day are worked on not more than six days per week; (40)

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

(42) "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; (27)

(43) "trainee" means an employee, other than an apprentice, who is trained in terms of the Manpower Training Act, 1981, in a trade designated or deemed to be designated in terms of that Act; (24)

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

(45) "van salesman" means an employee who is in charge of a van on a round and—

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

(b) who is responsible for cash received from such sale of bread and/or confectionery; and who may deliver bread and/or confectionery from a 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 and/or confectionery requirements of customers from stocks in his van and delivers such requirements to the customers; (11)

(42) "toonbankbediener" 'n werknemer wat brood en/of banket oor die toonbank in 'n bedryfsinrigting verkoop en wat kontant vir die verkoopte goedere kan ontvang; (11)

(43) "vakleerling" 'n werknemer wat in diens is ingevolge 'n kontrak van vakleerlingskap wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Mannekragopleiding, 1981, en omvat dit 'n werknemer wat in 'n ambag wat aangewys is of geag word aangewys te wees kragtens daardie wet, in diens is vir 'n tydperk in afwagting van die registrasie van 'n kontrak van vakleerlingskap; (1)

(44) "verpakker" 'n werknemer wat beheer het oor die ontvang, nagaan, versamel of verpakking van brood en/of banket vir versending of aflewering uit 'n bedryfsinrigting, met inbegrip van die massameet of adresseer van pakkette; (33)

(45) "verpakkersassistent" 'n werknemer, uitgesonderd 'n algemene werker, wat onder toesig van 'n werknemer wat gereeld 'n loon ontvang van minstens dié wat in sy gebied vir 'n verpakker voorgeskryf is, brood en/of banket vir versending of aflewering ontvang, nagaan, versamel of verpak of wat pakkette massameet of adresseer; (34)

(46) "voormanbakker of voormanbanketbakker" 'n bakker en/of banketbakker wat in beheer is van 'n skof wat brood en/of banket maak; (21)

(47) "wag" 'n werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte uitvoer—

(a) persele, geboue, strukture of ander onroerende of roerende goed bewaak, beskerm of patroleer;

(b) honde beheer of hanteer in die uitvoering van een of meer van die pligte in (a) bedoel; (48)

(48) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarin die werkweek van die betrokke werknemer gewoonlik val; (49)

(49) "wet" ook die gemene reg. (25)

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:

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

(47) "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, and "ordinary wage" and

"weekly wage" have corresponding meanings, but this proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; (25)

(48) "watchman" means an employee, other than a security guard, who performs one or more of the following duties:

(a) Guarding, protecting or patrolling premises, buildings, structures or other immovable or movable goods;

(b) controlling or handling dogs in the execution of one or more of the duties referred to in (a); (47)

(49) "week", in respect of an employee, means the period of seven days in which the working week of the employee concerned normally falls. (48)

3. REMUNERATION

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

(a) *Werknemers, uitgesonderd los werknemers:*

	In die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereniging en Westonaria en die munisipale gebied van Sasolburg		In die landdrostdistrikte Bloemfontein, Hoëveldrif, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom en Witbank en die munisipale gebied van Kimberley		In die landdrostdistrikte Balfour, Heidelberg (Tvl.), King William's Town, Knysna, Lower Umfolozi, Middelburg (Tvl.), Port Shepstone, Queenstown, Umzinto en die munisipale gebiede van Barberton, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, Eshowe, Glencoe, George, Grahamstad, Greytown, Harding, Harrismith, Kroonstad, Ladysmith, Lichtenburg, Louis Trichardt, Malmesbury, Melmoth, Moortreesburg, Mosselbaai, Mtubatuba, Nelspruit, Newcastle, Oudtshoorn, Phalaborwa, Pietersburg, Potgietersrus, Rustenburg, Standerton, Tzaneen, Upington, Vryheid en Worcester		In die munisipale gebiede van Aliwal-Noord, Barkly-Wes, Bethal, Delareyville, Estcourt, Fort Beaufort, Howick, Ladybrand, Naboomspruit, Nylstroom, Piet Retief, Robertson, Stutterheim, Vanrhynsdorp, Volksrust, Warmbad en Witrivier en die dorpsraadgebied van Richmond	
	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Algemene werker*	45,00	49,50	41,50	45,50	33,00	36,50	30,00	33,00
Ambagsman	142,00	156,00	131,00	143,50	112,00	114,50	94,50	104,00
Ambagsmanshulp	71,00	79,00	66,50	73,00	55,00	58,00	48,00	53,00
Bakker of Banketbakker	109,00	119,50	100,50	110,50	88,00	92,00	72,50	80,00
Bakker- of Banketbakkersassistent	60,50	67,00	56,00	61,50	49,00	50,00	40,50	44,50
Besteller, graad A	52,50	58,00	48,50	53,50	38,50	42,50	35,00	38,50
Besteller, graad B	47,50	52,00	43,50	48,00	34,50	38,00	31,50	34,50
Bestelwaverkoopsman	108,00	119,00	99,50	109,50	79,00	87,00	72,00	79,00
Bestelwaverkoopsman se assistent	45,00	49,50	41,50	45,50	35,50	36,50	30,00	33,00
Drywer	71,00	79,00	69,50	73,00	61,50	62,50	48,00	53,00
Fabrieksklerk—								
gedurende die eerste ses maande ondervinding	52,00	58,00	48,00	53,50	38,00	42,50	34,50	38,50
gedurende die tweede ses maande ondervinding	56,00	62,50	51,50	57,50	41,00	45,50	37,00	41,50
daarna	60,50	67,00	55,50	61,50	44,00	49,00	40,00	44,50
Faktotum	67,50	74,00	62,00	68,50	55,00	56,50	45,00	49,50
Inspekteur	114,50	126,00	106,00	116,50	84,00	92,50	76,50	84,00
Ketelbediener	51,00	56,00	47,00	51,50	38,00	41,00	34,00	37,50

	In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria en die munisipale gebied van Sasolburg		In die landdrosdistrikte Bloemfontein, Hoëveldrif, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom en Witbank en die munisipale gebied van Kimberley		In die landdrosdistrikte Balfour, Heidelberg (Tvl.), King William's Town, Knysna, Lower Umfolozi, Middelburg (Tvl.), Port Shepstone, Queenstown, Umzinto en die munisipale gebiede van Barberton, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, Eshowe, Glencoe, George, Grahamstad, Greytown, Harding, Harrismith, Kroonstad, Ladysmith, Lichtenburg, Louis Trichardt, Malmesbury, Melmoth, Moorsburg, Mosselbaai, Mtubatuba, Nelspruit, Newcastle, Oudtshoorn, Phalaborwa, Pietersburg, Potgietersrus, Rustenburg, Standerton, Tzaneen, Upington, Vryheid en Worcester		In die munisipale gebiede van Aliwal-Noord, Barkly-Wes, Bethal, Delareyville, Estcourt, Fort Beaufort, Howick, Ladybrand, Naboomspruit, Nylstroom, Piet Retief, Robertson, Stutterheim, Vanrhynsdorp, Volksrust, Warmbad en Witrivier en die dorpsraadgebied van Richmond	
	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna	Gedurende die eerste jaar nadat hierdie vasstelling bindend word	Daarna
	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R	Per week R
Klerk—								
gedurende die eerste jaar ondervinding	60,50	67,00	55,50	61,50	49,00	50,50	40,00	44,50
gedurende die tweede jaar ondervinding	78,00	86,00	71,50	79,00	61,00	64,00	51,50	57,00
gedurende die derde jaar ondervinding	95,00	104,50	87,50	96,50	73,50	77,00	63,50	70,00
daarna.....	112,50	123,50	103,50	114,00	85,50	90,50	75,00	82,50
Magasynman	101,00	111,00	93,00	102,50	77,50	81,50	67,50	74,00
Masjienfaktotum	76,50	84,00	70,50	77,50	58,00	62,00	51,00	56,00
Sekuriteitswag.....	60,50	67,00	55,50	61,50	44,00	49,00	40,00	44,50
Toonbankbediener—								
gedurende die eerste jaar ondervinding	56,00	62,00	52,00	57,00	47,50	49,00	37,50	41,00
gedurende die tweede jaar ondervinding	65,00	72,00	61,50	66,00	55,50	57,00	43,50	47,50
gedurende die derde jaar ondervinding	73,50	81,50	80,00	80,00	72,00	72,00	49,50	54,50
daarna.....	82,50	91,50	84,00	88,00	75,00	78,00	55,50	61,00
Verpakker	101,00	111,00	93,00	102,50	77,50	81,50	67,50	74,00
Verpakkersassistent.....	52,50	58,00	48,50	53,50	42,50	43,50	35,00	38,50
Voormanbakker of Voormanbanketbakker	146,00	160,00	135,00	148,50	117,00	119,50	97,50	107,00
Wag.....	52,50	59,50	48,00	54,50	38,50	43,50	35,00	39,50
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie	51,00	56,00	47,00	51,50	38,00	41,00	34,00	37,50

* Met dien verstande dat die loon van 'n "algemene werker" gedurende die eerste ses weke van sodanige werknemer se eerste toetrede tot die werkgewer se diens met hoogstens 10 persent verminder mag word.

(a) Employees other than casual employees:

	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria and the municipal area of Sasolburg		In the Magisterial Districts of Bloemfontein, Highveld Ridge, Klerksdorp, Odendaalsrus, East London, Pietermaritzburg, Potchefstroom, Virginia, Welkom and Witbank and the municipal area of Kimberley		In the Magisterial Districts of Balfour, Heidelberg (Tvl), King William's Town, Knysna, Lower Umfolozi, Middelburg (Tvl), Port Shepstone, Queens-town, and Umzinto and the municipal areas of Barberton, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, Eshôwe, Glencoe, George, Grahams-town, Greytown, Harding, Harrismith, Kroonstad, Ladysmith, Lichtenburg, Louis Trichardt, Malmesbury, Melmoth, Moorreesburg, Mossel Bay, Mtubatuba, Nelspruit, Newcastle, Oudtshoorn, Phalaborwa, Pietersburg, Potgietersrus, Rustenburg, Standerton, Tzaneen, Upington, Vryheid and Worcester		In the municipal areas of Aliwal North, Barkly West, Bethal, Delareyville, Estcourt, Fort Beaufort, Howick, Ladybrand, Naboomspruit, Nylstroom, Piet Retief, Robertson, Stutterheim, Vanrhynsdorp, Volksrust, Warmbaths and White River and the Town Council Area of Richmond	
	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	Thereafter	During the first 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
Artisan.....	142,00	156,00	131,00	143,50	112,00	114,50	94,50	104,00
Artisan's assistant.....	71,00	79,00	66,50	73,00	55,00	58,00	48,00	53,00
Baker or confectioner.....	109,00	119,50	100,50	110,50	88,00	92,00	72,50	80,00
Baker's assistant or confectioner's assistant.....	60,50	67,00	56,00	61,50	49,00	50,00	40,50	44,50
Boiler operator	51,00	56,00	47,00	51,50	38,00	41,00	34,00	37,50
Clerk—								
during the first year of experience	60,50	67,00	55,50	61,50	49,00	50,50	40,00	44,50
during the second year of experience	78,00	86,00	71,50	79,00	61,00	64,00	51,50	57,00
during the third year of experience	95,00	104,50	87,50	96,50	73,50	77,00	63,50	70,00
thereafter	112,50	123,50	103,50	114,00	85,50	90,50	75,00	82,50
Counterhand—								
during the first year of experience	56,00	62,00	52,00	57,00	47,50	49,00	37,50	41,00
during the second year of experience	65,00	72,00	61,50	66,00	55,50	57,00	43,50	47,50
during the third year of experience	73,50	81,50	80,00	80,00	72,00	72,00	49,50	54,50
thereafter	82,50	91,50	84,00	88,00	75,00	78,00	55,50	61,00
Delivery employee, grade A.....	52,50	58,00	48,50	53,50	38,50	42,50	35,00	38,50
Delivery employee, grade B.....	47,50	52,00	43,50	48,00	34,50	38,00	31,50	34,50
Driver.....	71,00	79,00	69,50	73,00	61,50	62,50	48,00	53,00

	In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Oberholzer, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria and the municipal area of Sasolburg		In the Magisterial Districts of Bloemfontein, Highveld Ridge, Klerksdorp, Odendaalsrus, East London, Pietermaritzburg, Potchefstroom, Virginia, Welkom and Witbank and the municipal area of Kimberley		In the Magisterial Districts of Balfour, Heidelberg (Tvl), King William's Town, Knysna, Lower Umfolozi, Middelburg (Tvl), Port Shepstone, Queens-town, and Umzinto and the municipal areas of Barberton, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, Eshowe, Glencoe, George, Grahams-town, Greytown, Harding, Harrismith, Kroonstad, Ladysmith, Lichtenburg, Louis Trichardt, Malmesbury, Melmoth, Moorreesburg, Mossel Bay, Mtubatuba, Nelspruit, Newcastle, Oudtshoorn, Phalaborwa, Pietersburg, Potgietersrus, Rustenburg, Standerton, Tzaneen, Upington, Vryheid and Worcester		In the municipal areas of Aliwal North, Barkly West, Bethal, Delareyville, Estcourt, Fort Beaufort, Howick, Ladybrand, Naboomspruit, Nylstroom, Piet Retief, Robertson, Stutterheim, Vanrhynsdorp, Volksrust, Warmbaths and White River and the Town Council Area of Richmond	
	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	Thereafter	During the first 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
Factory clerk—								
during the first six months of experience	52,00	58,00	48,00	53,50	38,00	42,50	34,50	38,50
during the second six months of experience	56,00	62,50	51,50	57,50	41,00	45,50	37,00	41,50
thereafter	60,50	67,00	55,50	61,50	44,00	49,00	40,00	44,50
Foreman baker or foreman confectioner ...	146,00	160,00	135,00	148,50	117,00	119,50	97,50	107,00
General worker*	45,00	49,50	41,50	45,50	33,00	36,50	30,00	33,00
Handyman	67,50	74,00	62,00	68,50	55,00	56,50	45,00	49,50
Inspector	114,50	126,00	106,00	116,50	84,00	92,50	76,50	84,00
Machine handyman	76,50	84,00	70,50	77,50	58,00	62,00	51,00	56,00
Packer	101,00	111,00	93,00	102,50	77,50	81,50	67,50	74,00
Packer's assistant	52,50	58,00	48,50	53,50	42,50	43,50	35,00	38,50
Security guard	60,50	67,00	55,50	61,50	44,00	49,00	40,00	44,50
Storeman	101,00	111,00	93,00	102,50	77,50	81,50	67,50	74,00
Van salesman	108,00	119,00	99,50	109,50	79,00	87,00	72,00	79,00
Van salesman's assistant	45,00	49,50	41,50	45,50	35,50	36,50	30,00	33,00
Watchman	52,50	59,50	48,00	54,50	38,50	43,50	35,00	39,50
Employee not specifically mentioned elsewhere in this clause	51,00	56,00	47,00	51,50	38,00	41,00	34,00	37,50

* Provided that the wage of a "general worker" may be reduced by not more than 10 per cent during the first six weeks of such employee's first admission to the employer's service.

(b) *Los werknemers.*—Vir elke dag of gedeelte van 'n dag diens, uitgesonderd diens op 'n openbare feesdag soos omskryf of op 'n Sondag, minstens—

(i) een vyfde, indien die maksimum voorgeskrewe gewone werkure van sodanige werknemer nege en 'n kwart is;

(ii) een sesde, indien sodanige maksimum agt en 'n half is;

van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 10 persent: Met dien verstande dat—

(aa) 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" die weekloon beteken wat voorgeskryf is vir 'n werknemer van daardie klas wat geregtig is op die hoogste loon van die skaal;

(ab) waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende ure op enige dag te werk, sy loon met hoogstens 50 persent ten opsigte van sodanige dag vermindert mag word.

(c) *Deeltydse werknemers.*—Minstens 66½ persent van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en met dieselfde ondervinding.

(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 hy vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met die omskrywing van "loon" in klousule 2 en 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 of hom toelaat om 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 die 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 die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

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

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

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, is sy weekloon gedeel deur die getal ure wat normaalweg deur die betrokke werknemer in 'n week gewerk word, en wat nie die gewone werkure wat vir hom in klousule 5 voorgeskryf word, oorskry nie.

(b) Die uurloon van 'n los werknemer is sy loon vir daardie dag gedeel deur die getal gewone ure wat hy op daardie dag gewerk het.

(c) Die uurloon van 'n deeltydse werknemer is sy weekloon gedeel deur 25.

(d) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, is sy weekloon gedeel deur die getal dae wat hy gewoonlik in 'n week werk.

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

(5) *Fiets-toelae.*—'n Werkgever wat van 'n werknemer vereis of hom toelaat om by die uitvoering van sy pligte sy eie fiets te gebruik moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens R1,50 per week of, as hy 'n los werknemer is, minstens 30 sent per dag betaal.

(b) *Casual employees.*—In respect of every day or part of a day of employment, other than employment on a public holiday as defined or on a Sunday, not less than—

(i) one fifth, if the maximum prescribed ordinary hours of work of such employee are nine and a quarter;

(ii) one sixth, if such maximum is eight and a half;

of the weekly wage prescribed for an employee in the same area who is engaged in the same class of work as that required of a casual employee, plus 10 per cent: Provided that—

(aa) 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 an employee of that class who is entitled to the highest wage on the scale;

(ab) 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 such day.

(c) *Part-time employees.*—At least 66½ per cent of the wage prescribed for an employee in the same area, of the same class and with the same experience.

(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), he shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with the definition of "wage" in clause 2 and 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—

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

(ab) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this determination shall be so construed as to preclude an employer 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;

(ac) a driver or delivery employee who on any day sells bread and/or confectionery or canvasses for orders for the sale of bread and/or confectionery or a van salesman's assistant who on any day drives a van shall for that day be deemed to be a van salesman and his employer shall pay him for such day a wage of not less than the daily wage prescribed for a van salesman 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 or a part-time employee, shall be his weekly wage divided by the number of hours of work usually worked by such employee during a week, and shall not exceed the normal hours of work prescribed for him in clause 5.

(b) The hourly wage of a casual employee shall be his wage for that day divided by the number of ordinary hours of work he has worked on that day.

(c) The hourly wage of a part-time employee shall be his weekly wage divided by 25.

(d) The daily wage of an employee, other than a casual employee or a part-time employee, shall be his weekly wage divided by the number of days he normally works during a week.

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

(5) *Bicycle allowance.*—An employer who requires or permits an employee to use his own bicycle in the execution of his duties shall pay him, in addition to any other remuneration payable to him, an allowance of not less than R1,50 per week or, if he is a casual employee, at least 30 cents per day.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 6 (4) moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweewekliks of maandeliks in kontant betaal word gedurende sy gewone werkure, of binne 15 minute daarna op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker op 'n tyd waarvoor sodanige werknemer en sy werkgever 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 koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop die volgende vermeld word:

- (a) Die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tyd oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag, 'n openbare feesdag soos omskryf of gedurende sy vry periode gewerk het;
- (g) die werknemer se loon;
- (h) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (i) besonderhede van enige bedrag wat afgetrek is; en
- (j) die netto bedrag wat aan die werknemer betaal word;

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

(i) die besonderhede hierbo voorgeskryf, in kodevorm op die koevert of houer of staat opgeteken kan word en dat sodanige kode volledig uiteengesit en verduidelik moet word in 'n bygaande kennisgewing of 'n kennisgewing wat opgeplak gehou moet word op 'n opvallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat by die saak betrokke is;

(ii) met die toestemming van 'n werknemer, die bedrag aan hom verskuldig, per tjek betaal mag word of op sy skriftelike versoek gestort mag word in sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;

(iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie verstrek hoef te word nie aan 'n werknemer in klousule 5 (8) (a) bedoel.

(2) *Los werknemers.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens in kontant aan hom betaal, maar minstens een maal per week.

(3) *Premies.*—Behoudens die bepalings van enige ander wet mag geen bedrag regstreeks of onregstreeks deur 'n werkgever van of ten behoeve van 'n werknemer aangeneem word vir die indiensneming of opleiding van daardie werknemer nie.

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

(5) *Huisvesting, etes of rantsoene.*—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftekings.*—'n Werkgever mag sy werknemer geen boetes oplê of enige bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

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

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

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

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

Per week Per maand

	R	R
(i) Huisvesting	1,50	6,50
(ii) Etes/rantsoene	3,00	13,00
(iii) Etes/rantsoene en huisvesting	4,50	19,50

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, two-weekly or monthly during his ordinary hours of work or within 15 minutes thereafter on the usual pay-day of the establishment for such employee (or, in the case of a shift worker, at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his class;
- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee;
- (e) the number of overtime hours worked by the employee during that period;
- (f) the number of hours worked by the employee on a Sunday, a public holiday as defined or during his free period;
- (g) the employee's wage;
- (h) details of any other remuneration arising out of the employee's employment;
- (i) details of any deductions made;
- (j) the net amount paid to the employee;

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

(i) the particulars prescribed above may be recorded in code form on the envelope or container or statement and that such code shall be set out and explained fully in an accompanying notice or a notice that shall be displayed in a conspicuous place in the establishment, accessible to all employees involved in the matter;

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

(iii) the information regarding paragraphs (d), (e) and (f) need not be furnished in respect of an employee referred to in clause 5 (8) (a).

(2) *Casual employees.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment, but at least once a week.

(3) *Premiums.*—Save as provided in any other act, no payment shall be accepted by an employer, either directly or indirectly, from or on behalf of an employee in respect of the employment or training of that employee.

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

(5) *Lodging, meals or rations.*—Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to accept lodging, meals or rations from him or from 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, other than the following:

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

(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) Consolidation Act, 1945, to accept accommodation or meals or rations, or accommodation and meals or rations from his employer, a deduction not exceeding the following amounts:

	Per week	Per month
	R	R
(i) Accommodation	1,50	6,50
(ii) Meals/rations	3,00	13,00
(iii) Meals/rations and lodging	4,50	19,50

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

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

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

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

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

(i) enige bankinstelling, bouvereniging, versekeringsonderneming, geregistreerde finansieringsinstelling, plaaslike owerheid of die Staat ten opsigte van 'n lening aan sodanige werknemer toegestaan om 'n woning te bekom;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of akkommodasie in 'n hostel deur sodanige werknemer geokkupeer as sodanige woning of hostel voorsien is deur bemiddeling van sodanige organisasie of liggaam geheel of gedeeltelik uit fondse voorskiet vir daardie doel deur die Staat of 'n liggaam bedoel in paragraaf (i).

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

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

(a) 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik werk op—

(i) nie meer as vyf dae in 'n week nie, nege en 'n kwart op enige dag;

(ii) meer as vyf dae in 'n week, agt en 'n half op enige dag;

(b) 'n deeltydse werknemer—

(i) 25 in 'n week vanaf Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), vyf uur op enige dag;

(c) 'n skofwerker—

(i) 46 in 'n week vanaf Sondag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), agt op enige dag;

(d) 'n sekuriteitswag of 'n wag—

(i) 60 in 'n week vanaf Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—

(aa) nie meer as vyf dae in 'n week werk nie, 12 op enige dag;

(ab) meer as vyf dae in 'n week werk, 10 op enige dag;

(e) enige ander werknemer—

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

(ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—

(aa) hoogstens vyf dae in 'n week werk, nege en 'n kwart op 'n dag;

(ab) meer as vyf dae in 'n week werk, agt op 'n dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enigen van die ander dae tot agt en 'n half verleng kan word.

(2) 'n Werkgever mag nie van sy besteller, bestelwaverkooopsman, bestelwaverkooopsman se assistent, drywer of inspekteur vereis of hom toelaat om vroeër as 04h30 op enige dag te begin werk of om sy werkgever se bedryfsinrigting op enige dag vir die verkoop of aflewering van brood en/of banket vroeër as 05h30 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 en/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;

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

(v) op 'n Saterdag;

sy werkgever se bedryfsinrigting om 05h00 te verlaat.

(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 or a part-time 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 in the industry or a 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—

(i) any banking institution, building society, insurance business, registered financial institution, local authority or the State in respect of a loan granted to such employee to acquire a dwelling;

(ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is supplied through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or an organisation referred to in paragraph (i).

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 to work more ordinary hours of work than, in the case of—

(a) a casual employee in an establishment in which the employees normally work on—

(i) not more than five days in any week, nine and a quarter on any day;

(ii) more than five days in any week, eight and a half on any day;

(b) a part-time employee—

(i) 25 in any week from Monday to Saturday, inclusive; and

(ii) save as provided in subparagraph (i), five hours on any day;

(c) a shift worker—

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

(ii) save as provided in subparagraph (i), eight on any day;

(d) a security guard or a watchman—

(i) 60 in a week from Monday to Saturday, inclusive; and

(ii) save as provided in subparagraph (i), in the case of an employee who normally—

(aa) works on not more than five days in a week, 12 on any day;

(ab) works more than five days in a week, 10 on any day;

(e) any other employee—

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

(ii) save as provided in subparagraph (i), in the case of an employee who normally—

(aa) works not more than five days in a week, nine and a quarter on any day;

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

(2) An employer shall not require or permit his delivery employee, van salesman, van salesman's assistant, driver or inspector to commence work earlier than 04h30 on any day or to leave his employer's establishment for the sale or delivery of bread and/or confectionery earlier than 05h30 or to work after 17h30 on any day and such employee shall not, except through circumstances beyond his control such as an act of God or a breakdown of his vehicle, return to his employer's establishment later than 17h00 on any day: Provided that any such employee may be required or permitted—

(i) for the purpose of delivering bread and/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) for a period not exceeding one week in any year during the holding of an agricultural show;

(v) on a Saturday;

to leave his employer's establishment at 05h00.

(3) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om onafgebroke vir meer as vyf uur sonder 'n etenspouse van minstens een uur 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) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelingsinspekteur, Departement van Mannekrag, vir sy gebied skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

(ii) werkydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (i) of (v) van toepassing is, geag word aaneenlopend te wees;

(iii) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudsbepaling (vii) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werkyd te wees;

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

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

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

(vii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van 'n perseel, indien sodanige pouse langer as drie uur is, enige tydperk wat drie uur te bowe gaan geag word deel van die gewone werkure uit te maak;

(viii) sodanige pouse nie aan 'n skofwerker toegestaan hoef te word gedurende sy gewone werkure op enige skof nie indien aan hom gedurende sodanige ure die geleentheid verskaf word om 'n ete te nutting terwyl hy op sy pos bly, tensy dit verbied word ooreenkomstig enige wet.

(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (3), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe ingevolge 'n ooreenkoms wat hy met die werknemer aangegaan het en mits sodanige oortyd nie, in die geval van—

(a) 'n los werknemer, drie uur op 'n dag;

(b) 'n sekuriteitswag of 'n wag, 12 uur in 'n week;

(c) enige ander werknemer, drie uur op enige dag en 10 uur in 'n week,

oorskry nie: Met dien verstande voorts dat in die week wat op die Maandag voor Gesinsdag begin en gedurende die tydperk 12 tot en met 31 Desember in enige jaar die daaglikse en weeklikse beperkings van oortyd onderskeidelik met een uur en vyf uur verleng mag word.

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

(a) in die geval van 'n los werknemer, een en 'n derde maal sy uurloon ten opsigte van die totale tydperk aldus deur hom op daardie dag gewerk;

(b) in die geval van enige ander werknemer, een en 'n derde maal sy uurloon ten opsigte van die totale tydperk aldus deur hom in daardie week gewerk;

Met dien verstande dat 'n werkgewer wat van sy werknemer vereis of hom toelaat om langer oortyd te werk ooreenkomstig die voorbehoudsbepaling by subklousule (5), die werknemer ten opsigte van sodanige oortyd teen minstens een en 'n half maal sy gewone loon moet betaal.

(7) *Vry periode.*—'n Werkgewer moet aan elkeen van sy skofwerkers 'n vry periode van minstens 24 agtereenvolgende ure in elke week toestaan, maar as 'n werkgewer van sodanige werknemer vereis of hom toelaat om gedurende sy vry periode te werk, maak die ure gewerk nie deel uit van die gewone werkure wat in subklousule (1) voorgeskryf word nie en moet hy aan sodanige werknemer ten opsigte van sodanige werk 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.

(8) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank hy gereeld 'n loon ontvang teen minstens—

(aa) R1 200 per maand in die volgende gebiede:

Kaapprovinsie.—Die landdrostdistrik Oos-Londen en die munisipale gebied van Kimberley;

Oranje-Vrystaat.—Die munisipale gebiede van Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom;

Natal.—Die landdrostdistrik Pietermaritzburg;

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

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

(ii) periods of work interrupted by intervals of less than one hour, except where proviso (i) or (v) applies, shall be deemed to be continuous;

(iii) if such interval is less than one hour, except where proviso (vii) applies, any period in excess of one and a quarter hours shall be deemed to be time worked;

(iv) 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;

(v) when on any day by reason of overtime worked an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;

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

(vii) in the case of an employee who is engaged exclusively or mainly in cleaning premises, if such interval is in excess of three hours, any period that exceeds three hours shall be deemed to be part of the ordinary hours of work;

(viii) such interval need not be granted to a shift worker during his ordinary hours of work on any shift if during such hours he is given the opportunity of having a meal while remaining at his post, unless this is prohibited in terms of any act.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(5) *Limitation on overtime.*—An employer shall not require or permit an employee to work overtime except under an agreement that he has concluded with the employee: Provided that such overtime shall not exceed, in the case of—

(a) a casual employee, three hours on any day;

(b) a security guard or a watchman, 12 hours in any week;

(c) any other employee, three hours on any day and 10 hours in any week;

Provided further that during the week beginning on the Monday before Family Day and during the period 12 to 31 December, inclusive, of any year the daily and weekly limitations on overtime may be extended by one hour and five hours, respectively.

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

(a) in the case of a casual employee, one and one third times his hourly wage in respect of the total period so worked by him on that day;

(b) in the case of any other employee, one and a third times his hourly wage in respect of the total period so worked by him during that week;

Provided that an employer who requires or permits his employee to work excess overtime in accordance with the proviso to subclause (5), shall pay such employee in respect of such overtime at a rate of not less than one and a half times his ordinary wage.

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

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

(ii) if he so works for longer than four hours, an amount which shall not be less than double his normal wage rate in respect of the whole time worked by him during such free period or an amount equal to at least double his daily wage, whichever amount is the greater.

(8) *Savings.*—(a) This clause shall not apply to an employee if and for so long as he is in receipt of a regular wage of—

(aa) not less than R1 200 per month in the following areas:

Cape Province.—The Magisterial District of East London and the municipal area of Kimberley;

Orange Free State.—The municipal areas of Bloemfontein, Odendaalsrus, Sasolburg, Virginia and Welkom;

Natal.—The Magisterial District of Pietermaritzburg;

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en die munisipale gebied van Witbank;

(ab) R1 100 per maand in die volgende gebiede:

Kaaprovinsie.—Die landdrosdistrik Knysna en die munisipale gebiede van George, Grahamstad, King William's Town, Mosselbaai, Oudtshoorn, Queenstown, Upington en Worcester;

Natal.—Die landdrosdistrikte Lower Umfolozi, Port Shepstone en Umzinto en die munisipale gebiede van Eshowe, Estcourt, Glencoe, Ladysmith, Newcastle en Vryheid;

Oranje-Vrystaat.—Die munisipale gebiede van Bethlehem, Harrismith en Kroonstad;

Transvaal.—Die landdrosdistrik Hoëveldrif en die munisipale gebiede van Brits, Delmas, Ermelo, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potgietersrus, Rustenburg, Tzaneen en Witrivier;

(ac) R1 000 per maand in 'n gebied wat in klousule 1 (1) verskyn maar nie in (aa) of (ab) hierbo genoem word nie.

(b) Subklousule (3) is nie op 'n besteller, 'n bestelwaverkoopsman, 'n bestelwaverkoopsman se assistent, 'n drywer, 'n inspekteur, 'n sekuriteitswag of 'n wag van toepassing nie: Met dien verstande dat indien aan 'n sekuriteitswag of 'n wag 'n etenspouse toegestaan word, die tyd wat deur sodanige pouse in beslag geneem word, vir die toepassing van subklousule (1) beskou word as tyd waarin hy gewerk het.

(c) Subklousules (3), (4), (5) en (6) is nie van toepassing nie op 'n werknemer wat ingevolge 'n ooreenkoms kragtens klousule 9 (2) besoldig word.

(d) Ondanks enige andersluidende bepaling in hierdie vasstelling mag 'n werkgewer nie van sy werknemer vereis of hom toelaat om brood en/of banket tussen 24h00 middernag op 'n Saterdag en 24h00 middernag op die daaropvolgende Sondag af te lewer nie en mag die werkgewer self ook geen sodanige aflewering verrig nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom verlof verleen van, in die geval van—

(a) 'n sekuriteitswag of 'n wag wie se gewone werkure nie 48 in 'n week oorskry nie en wat gewoonlik—

(i) op hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werkdae;

(ii) op meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdae;

(b) enige ander sekuriteitswag of wag, wat gewoonlik—

(i) op hoogstens vyf dae in 'n week werk, 20 agtereenvolgende werkdae;

(ii) op meer as vyf dae in 'n week werk, 24 agtereenvolgende werkdae;

(c) enige ander werknemer wat gewoonlik—

(i) op hoogstens vyf dae in 'n week werk, 15 agtereenvolgende werkdae;

(ii) op meer as vyf dae in 'n week werk, 18 agtereenvolgende werkdae;

en die werknemer moet sodanige verlof neem en die werkgewer moet die werknemer ten opsigte van sodanige verlof betaal—

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

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

Met dien verstande dat by die toepassing van hierdie klousule die weekloon op enige datum van 'n werknemer wat op stukwerk of kommissiewerk in diens is geag word sy gemiddelde besoldiging vir die voorafgaande 13 weke te wees of, indien 'n korter tydperk gewerk is, vir die getal voltooide weke wat aldus gewerk is.

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

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

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Nigel, Oberholzer, Potchefstroom, Randburg, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria and the municipal area of Witbank;

(ab) not less than R1 100 per month in the following areas:

Cape Province.—The Magisterial District of Knysna and the municipal areas of George, Grahamstown, King William's Town, Mossel Bay, Oudtshoorn, Queenstown, Upington and Worcester;

Natal.—The Magisterial Districts of Lower Umfolozi, Port Shepstone and Umzinto and the municipal areas of Eshowe, Estcourt, Glencoe, Ladysmith, Newcastle and Vryheid;

Orange Free State.—The municipal areas of Bethlehem, Harrismith and Kroonstad;

Transvaal.—The Magisterial District of Highveld Ridge and the municipal areas of Brits, Delmas, Ermelo, Lichtenburg, Middelburg, Nelspruit, Pietersburg, Potgietersrus, Rustenburg, Tzaneen and White River;

(ac) not less than R1 000 per month in any area mentioned in clause 1 (1) but not mentioned in (aa) or (ab) above.

(b) Subclause (3) shall not apply to a delivery employee, a van salesman, a van salesman's assistant, a driver, an inspector, a security guard or a watchman: Provided that if a meal interval is granted to a security guard or a watchman, the time taken up by such interval shall, for the purposes of subclause (1), be deemed to be time during which he worked.

(c) Subclauses (3), (4), (5) and (6) shall not apply to an employee who is remunerated according to an agreement under clause 9 (2).

(d) Notwithstanding anything to the contrary contained in this determination, an employer shall not require or permit his employee to deliver bread and/or confectionery from 24h00 midnight on any Saturday to 24h00 midnight on the following Sunday, nor may the employer himself undertake any such delivery.

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant leave as follows 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, in the case of—

(a) a security guard or a watchman whose hours of work do not exceed 48 per week and who normally—

(i) works not more than five days per week, 15 consecutive work days;

(ii) works more than five days per week, 18 consecutive work days;

(b) any other security guard or watchman who normally—

(i) works not more than five days per week, 20 consecutive work days;

(ii) works more than five days per week, 24 consecutive work days;

(c) any other employee who not normally—

(i) works not more than five days per week, 15 consecutive work days;

(ii) works more than five days per week, 18 consecutive work days;

and shall pay such employee in respect of such leave, in the case of—

(aa) an employee referred to in paragraph (a) or (c), an amount of not less than three times the weekly wage that the employee was receiving immediately prior to the date on which the leave commenced;

(ab) an employee referred to in paragraph (b), an amount of not less than four times the weekly wage that the employee was receiving immediately prior to the date on which the leave commenced.

Provided that in the application of this clause the weekly wage at any date of any employee who is engaged in piece-work or commission work shall be deemed to be his average wage for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked.

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

(a) if such leave has not been granted earlier it shall, save as provided in subclause (3), be granted and be taken 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 his employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take such leave as from a date not later than two months after the expiration of the said period of four months;

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

(i) wat 'n werknemer afwesig is met siekteverlof ingevolge klousule 7 of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat hoogstens 10 weke in 'n tydperk van 12 maande behoort;

(ii) waartydens die werknemer onder kennisgewing van diensbeëindiging ingevolge klousule 13 is;

(iii) wat 'n werknemer afwesig is vir militêre diens;

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

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

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

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

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

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, uiterlik op die eerste betaaldag na verstryking 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 en geneem is, 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, in die geval van—

(a) 'n werknemer in subklousule (1) (a) en (c) bedoel, een vierde; en

(b) 'n werknemer in subklousule (1) (b) bedoel, een derde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle besoldiging aan hom toegestaan is, 'n eweredige bedrag kan aftrek: Voorts met dien verstande dat, behoudens klousule 13 (4), 'n werknemer op geen besoldiging uit hoofde van hierdie klousule geregtig is nie—

(i) indien hy sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 13 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer betaal het in plaas daarvan om aldus kennis te gee; of

(ii) indien hy sy diens sonder 'n regsgeldige rede verlaat.

(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 en geneem 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 en deur hom geneem was.

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

(a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 13 betaal in plaas van kennis gee;

(b) enige tydperk van altesaam hoogstens 10 weke in enige verlofsiklus 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 (4) (a) of (b);

(iii) op las of versoek van sy werkgewer; en

(c) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

en word diens geag te begin, in die geval van—

(i) '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 hy laas kragtens daardie wet op verlof geregtig geword het;

(ii) '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) enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie vasstelling bindend geword het, en wel op die jongste van die twee datums.

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

(i) during which an employee is absent on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 74 (a) or (b), amounting in the aggregate to not more than 10 weeks in any period of 12 months;

(ii) during which the employee is under notice of termination of employment in terms of clause 13;

(iii) during which an employee is absent doing military service;

(c) 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 annual 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 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 or, on the written request of the employee, not later than the first pay-day after the expiration of the leave period.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued and been taken shall, upon such termination and in addition to any other remuneration that is due to him, be paid in respect of each completed month of such period of employment an amount of not less than, in the case of—

(a) an employee referred to in subclause (1) (a) and (c), one fourth; and

(b) an employee referred to in subclause (1) (b), one third,

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 with full pay granted to an employee at his written request: Provided further that, subject to clause 13 (4), an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 13, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient,

shall not be entitled to any payment by virtue of this subclause.

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

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

(a) any period in respect of which an employer, in terms of clause 13, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 74 (a) or (b);

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

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

(c) any period during which an employee is absent while doing military service: Provided that an employee shall not be entitled to claim as employment, in any period of 12 months of employment, more than four months of such service;

and employment shall be deemed to commence, in the case of—

(i) 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) 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 annual leave in terms thereof, on the date on which such employment commenced;

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

7. SIEKTEVERLOF

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

(a) 'n werknemer wat normaalweg op nie meer as vyf dae in 'n week werk nie, altesaam minstens 30 werkdae; en

(b) enige ander werknemer, altesaam minstens 36 werkdae;

gedurende elke siklus van 36 agtereenvolgende maande diens by hom, en moet hy die 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 siklus van 36 maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie, as in die geval van 'n werknemer met 'n weekwerk van nie meer as vyf dae nie, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) wanneer 'n werknemer gedurende die eerste siklus van 36 maande by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, hy geregtig is op besoldiging vir slegs die siekteverlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienssiklus of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal teen die loon waarop hy by die aanvang van die ongeskiktheid geregtig was, vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of beëindiging toekom, nog nie geneem is nie;

(iii) waar 'n werkgewer ingevolge enige wet gelde vir mediese- of hospitaalbehandeling 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;

(iv) die loon wat aan 'n werknemer wat op stukwerk of kommissiewerk in diens is vir 'n tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule betaal moet word, bereken moet word op die grondslag van minstens sy gemiddelde besoldiging vir die voorafgaande 13 weke of indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat gewerk is.

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

(a) vir langer as twee agtereenvolgende werkdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of 'n openbare feesdag soos omskryf;

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

(3) By die toepassing van hierdie klousule—

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

(i) enige tydperk van altesaam hoogstens 10 weke in enige periode van 12 maande wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgewer;

(ac) met siekteverlof ingevolge subklousule (1);

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om in enige tydperk van 12 maande diens meer as vier maande van sodanige afwesigheid as diens te eis nie;

(iii) enige tydperk van diens by dieselfde werkgewer onmiddellik voordat hierdie vasstelling bindend geword het en word alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, geag ingevolge hierdie vasstelling toegestaan te gewees het;

(b) beteken "ongeskiktheid", onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte soos omskryf in artikel 2 van die Ongevalwet, 1941 (Wet 30 van 1941), slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan geen betaling vir arbeidsongeskiktheid ingevolge daardie wet betaalbaar is nie.

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, in the case of—

(a) an employee who normally works on not more than five days per week, not less than 30 work days; and

(b) any other employee, not less than 36 work days;

sick leave in the aggregate during each cycle of 36 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 cycle of 36 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 for not more than five days per week, one work day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work day in respect of each completed month of service;

(ii) when during the first cycle of 36 months with the same employer an employee is absent owing to incapacity for a period longer than the sick leave due to him during such incapacity, he shall be entitled to pay only in respect of that sick leave which is due to him, but his employer shall, if he has not already done so, at the completion of the said employment cycle or on termination of service before such completion, pay him in respect of such longer period of absence owing to incapacity at the wage rate to which he was entitled at the commencement of his incapacity, in so far as the sick leave that was due to him at the time of such completion or termination had not yet been taken;

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

(iv) the wage payable to an employee who is employed on piece-work or commission work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of not less than his average remuneration for the preceding 13 weeks or, if a shorter period has been worked, for the number of completed weeks that were worked.

(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 two consecutive work days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or a public holiday as defined,

require the employee to produce a certificate signed by registered medical practitioner 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) For the purposes of this clause the expression—

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

(aa) on leave in terms of clause 6;

(ab) on the instruction or at the request of his employer;

(ac) on sick leave in terms of subclause (1);

amounting in the aggregate, in any period of 12 months, to not more than 10 weeks;

(ii) any period during which an employee is absent owing to military service: Provided that an employee shall not in any period of 12 months' service, be entitled to claim as employment more than four months of such service;

(iii) any period of employment with the same employer immediately before this determination became binding, 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" shall mean inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease as defined in section 2 of the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that act.

(4) *Voorbehoudsbepalings.*—Hierdie klousule is nie van toepassing nie—

(a) op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes maak wat minstens gelykwaardig is aan die bydraes wat die werknemer betaal aan 'n fonds of organisasie wat deur die werknemer benoem is, welke fonds of organisasie in die geval van ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, aan die werknemer die betaling waarborg van 'n bedrag wat nie minder is nie as die loon betaalbaar ingevolge subklousule (1);

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

8. OPENBARE FEESDAE EN SONDAE

(1) *Vergoeding vir werk op 'n openbare feesdag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n openbare feesdag soos omskryf werk nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op daardie dag van die week gewerk word.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare feesdag soos omskryf werk en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal minstens gelyk aan die bedrag wat hy ingevolge paragraaf (a) aan die werknemer sou moes betaal het as die werknemer nie op daardie dag gewerk het nie, plus—

(i) 'n bedrag bereken teen minstens sy loonskaal ten opsigte van die volle tyd deur hom op daardie dag gewerk of 'n bedrag minstens gelyk aan die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op daardie dag van die week gewerk, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loonskaal ten opsigte van die volle tyd deur hom op daardie dag gewerk en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op daardie dag van die week gewerk.

(c) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare feesdag soos omskryf werk en sodanige dag op 'n dag val wat nie vir hom andersins 'n gewone werkdag is nie, moet die werkgever hom ten opsigte van daardie dag 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op 'n werkdag gewerk, plus—

(i) 'n bedrag bereken teen minstens sy loonskaal ten opsigte van die volle tyd deur hom op daardie dag gewerk of 'n bedrag gelyk aan minstens die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op 'n werkdag gewerk, watter bedrag ook al die grootste is; of

(ii) 'n bedrag bereken teen 'n skaal van minstens een derde van sy loonskaal ten opsigte van die volle tyd deur hom op daardie dag gewerk, en aan hom, binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag aan hom betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op 'n werkdag gewerk.

(d) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare feesdag soos omskryf werk en dié dag op 'n Sondag val, moet hy vir sodanige werk vergoed word op die basis in paragraaf (c) uiteengesit.

(2) *Vergoeding vir werk op 'n Sondag.*—Behoudens subklousule (1) (d), wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet sy werkgever hom—

(a) indien hy hoogstens vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as die loon betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op 'n weekdag gewerk; of

(b) indien hy langer as vier uur gewerk het, 'n bedrag betaal wat nie minder is nie as of 'n bedrag bereken teen 'n skaal van dubbel sy loonskaal ten opsigte van die volle tyd deur hom op daardie Sondag gewerk, of 'n bedrag gelyk aan minstens dubbel die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op 'n weekdag gewerk, watter bedrag ook al die grootste is; of

(c) 'n bedrag betaal bereken teen 'n skaal van minstens een en een derde maal sy loonskaal ten opsigte van die volle tyd deur hom op daardie Sondag gewerk en aan hom, binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag betaal wat nie minder is nie as die loon aan hom betaalbaar ten opsigte van die tyd (uitgesonderd oortyd) gewoonlik deur hom op daardie dag van die week gewerk.

(4) *Savings.*—This clause shall not apply—

(a) to an employee at whose written request his employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of an amount not less than the wage payable in terms of 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 the employee not less than his full wages.

8. PUBLIC HOLIDAYS AND SUNDAYS

(1) *Payment for work on a public holiday.*—(a) Whenever an employee, other than a casual employee, does not work on a public holiday as defined and such day falls on a day that would otherwise be an ordinary work day for such employee, his employer shall in respect of that day pay him an amount of not less than the wage payable to him in respect of the time (excluding overtime) normally worked by him on that day of the week.

(b) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day that would otherwise be an ordinary work day for such employee, his employer shall pay him in respect of that day an amount not less than the amount that he would have had to pay the employee in terms of paragraph (a) if the employee had not worked on that day, plus—

(i) an amount calculated at not less than his wage scale in respect of the full time worked by him on that day or an amount of not less than the wage payable to him in respect of the time (excluding overtime) normally worked by him on that day of the week, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one third of his wage scale in respect of the full time worked by him on that day and, within seven days of that day, grant him one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) normally worked by him on that day of the week.

(c) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a day that would not otherwise be an ordinary work day for him, his employer shall in respect of that day pay him an amount of not less than the wage payable to him in respect of the time (excluding overtime) normally worked by him on a work day, plus—

(i) an amount calculated at not less than his wage rate in respect of the full time worked by him on that day or an amount equal to not less than the wage payable to him in respect of the time (excluding overtime) normally worked by him on a work day, whichever amount is the greater; or

(ii) an amount calculated at a rate of not less than one third of his wage scale in respect of the full time worked by him on that day and, within seven days of that day, grant him one day's leave and pay him in respect of such leave an amount of not less than the wage payable to him in respect of the time (excluding overtime) normally worked by him on a work day.

(d) Whenever an employee, other than a casual employee, works on a public holiday as defined and such day falls on a Sunday, he shall be paid for such work on the basis set out in paragraph (c).

(2) *Payment for work on a Sunday.*—Subject to subclause (1) (d), whenever an employee, other than a casual employee, works on a Sunday, his employer shall—

(a) if he has worked for not more than four hours, pay him an amount of not less than the wage payable in respect of the time (excluding overtime) normally worked by him on a week day; or

(b) if he has worked for longer than four hours, pay him an amount of not less than either an amount calculated at a rate of twice his wage scale in respect of the full time worked by him on such Sunday, or an amount equal to not less than twice the wage payable to him in respect of the time (excluding overtime) normally worked by him on a week day, whichever amount is the greater; or

(c) pay him an amount calculated at a rate of not less than one and one third times his wage scale in respect of the full time worked by him on such Sunday and, within seven days of such Sunday, grant him one day's leave and pay him an amount in respect of such leave of not less than the wage payable to him in respect of the time (excluding overtime) normally worked by him on that day of the week.

(3) *Vergoeding aan 'n los werknemer vir werk op 'n openbare feesdag of Sondag.*—Wanneer 'n los werknemer op 'n openbare feesdag soos omskryf, of 'n Sondag werk, moet sy werkgever hom ten opsigte van daardie dag 'n bedrag betaal, gereken teen 'n koers van minstens dubbel sy uurloon vir elke uur of gedeelte van 'n uur wat hy op daardie dag gewerk het: Met dien verstande dat vir die doeleindes van hierdie subklousule 'n los werknemer in 'n bedryfsinrigting waarin die werknemers gewoonlik—

(a) op nie meer as vyf dae in 'n week werk nie, geag word minstens nege en 'n kwart uur op daardie dag te gewerk het; en

(b) op meer as vyf dae in 'n week werk, geag word minstens agt en 'n half uur op daardie dag te gewerk het.

(4) *Vergoeding vir werk gedeeltelik op 'n openbare feesdag of Sondag.*—Wanneer 'n werknemer vir 'n tydperk werk wat—

(a) gedeeltelik op 'n openbare feesdag soos omskryf of 'n Sondag en gedeeltelik op enige ander dag val; of

(b) gedeeltelik op 'n openbare feesdag soos omskryf en gedeeltelik op 'n Sondag val,

word daar by die berekening van sy vergoeding geag dat die hele tydperk deur hom gewerk is op die dag waarop die grootste gedeelte van die tydperk val.

(5) Beloning wat ingevolge hierdie klousule aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, moet aan hom uitbetaal word nie later nie as die eersvolgende betaaldag na die dag ten opsigte waarvan die beloning betaalbaar is. 'n Los werknemer moet uitbetaal word soos in klousule 4 (2) bepaal.

(6) *Voorbehoudsbepaling.*—Subklousules (1) (b), (2) en (4) is nie van toepassing nie op 'n werknemer in klousule 5 (8) (a) vermeld.

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*—(a) 'n Werkgever kan wanneer hy 'n werknemer in diens of nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, indien die werknemer reeds in sy diens is, 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal, in die geval van—

(i) 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, minstens die bedrag wat die werkgever die werknemer vir daardie week sou moes betaal het as hy hom 'n tydloon betaal het;

(ii) 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag wat die werkgever sodanige werknemer vir daardie dag sou moes betaal het as hy hom 'n tydloon betaal het.

(b) 'n Werkgever moet 'n lys van die besoldiging in paragraaf (a) bedoel, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan elke werknemer voorsien van 'n brief wat deur of namens hom onderteken is, waarin genoemde tariewe uiteengesit is.

(c) 'n Werkgever wat voornemens is om 'n bestaande stukwerkstelsel of die besoldiging wat daarvolgens van toepassing is, af te skaf of te wysig, moet aan sy werknemer minstens een maand kennis van sodanige voorname gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgever nie vir 'n korter termyn as dié waaroor daar ooreengekom is, kennis gee nie.

(d) Ondanks andersluidende bepalings in hierdie klousule, is 'n werkgever nie verplig om 'n los werknemer kennis te gee van sy voorname om 'n stukwerkstelsel in te voer of af te skaf of te wysig nie.

(2) *Kommissiewerk.*—(a) 'n Werkgever kan met sy werknemer ooreenkom om sodanige werknemer kommissie te betaal, bereken op die getal of waarde van bestellings wat hy aan sy werkgever voorleë en wat laasgenoemde aanvaar of die getal of waarde van afleverings gedoen: Met dien verstande dat die werkgever die werknemer, voor die ooreenkoms in werking tree, voorsien van 'n kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

(i) die loon aan die werknemer betaalbaar, wat nie laer mag wees nie as dié wat by klousule 3 (1) en (4) vir 'n werknemer van sy klas en ondervinding voorgeskryf word, asook die kommissietarief en die voorwaardes waarop hy die reg daarop verkry;

(ii) die dag van die week of maand waarop die verdiende kommissie verskuldig en betaalbaar is;

(iii) die gebied waarin daar van die werknemer vereis word of hy toegelaat word om te werk; en

(iv) die dag waarop die kommissie wat deur die werknemer verdien is, voor die beëindiging van die dienskontrak betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(b) Behoudens klousule 4 (6), moet 'n werkgever sy werknemer minstens die besoldiging betaal waaroor hulle ooreengekom het. 'n Werkgever mag nie 'n werknemer toelaat of van hom vereis om werk slegs op 'n kommissiebasis te onderneem nie. 'n Bedrag wat as kommissie aan 'n werknemer betaalbaar is volgens 'n ooreenkoms aangegaan ingevolge paragraaf (a) is afgesien van en bykomend by die loon daarin vermeld.

(3) *Payment to a casual worker for work on a public holiday or Sunday.*—Whenever a casual worker works on a public holiday as defined or on a Sunday his employer shall in respect of such day pay him an amount calculated at a rate of not less than twice his hourly wage for each hour or part of an hour during which he worked on such day: Provided that for the purposes of this subclause a casual worker in an establishment in which the employees normally—

(a) work on not more than five days in any week, shall be deemed to have worked for not less than nine and a quarter hours on that day; and

(b) work on more than five days in any week, shall be deemed to have worked for not less than eight and a half hours on that day.

(4) *Payment for work performed partly on a public holiday or Sunday.*—Whenever an employee works for a period that—

(a) falls partly on a public holiday as defined or a Sunday and partly on any other day; or

(b) falls partly on a public holiday as defined and partly on a Sunday, he shall, for purposes of wage calculation, be deemed to have worked the entire period on the day in which the greater portion of the period falls.

(5) Payment in terms of this clause to an employee, other than a casual employee, shall be made to him not later than the next pay-day after the day in respect of which the payment is due. A casual employee shall be paid as provided in clause 4 (2).

(6) *Saving.*—Subclauses (1) (b), (2) and (4) shall not apply to an employee referred to in clause 5 (8) (a).

9. PIECE-WORK AND COMMISSION WORK

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

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

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

(b) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the remuneration referred to in paragraph (a) or he may, in lieu thereof, furnish every employee with a letter signed by him or on his behalf, in which the said tariffs are set out.

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

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

(2) *Commission work.*—(a) An employer may agree with his employee to pay such employee commission, calculated according to the number or value of orders submitted by him to his employer and accepted by the latter, or the number or value of deliveries made: Provided that the employer shall, before the agreement comes into operation, supply the employee with a copy of the agreement or a statement that contains the provisions of the agreement and that shall include—

(i) the wage payable to the employee, which shall not be lower than that prescribed in clause 3 (1) and (4) for an employee of his class and experience, as well as at the rate of commission and the conditions of entitlement thereto;

(ii) the day of the week or month on which the commission earned is due and payable;

(iii) the area in which the employee is required or permitted to work; and

(iv) the day of payment of commission earned by the employee before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the month succeeding the month during which employment was terminated.

(b) Save as provided in clause 4 (6), an employer shall pay to his employee not less than the remuneration agreed upon between them. An employer shall not permit or require an employee to work on a commission basis only. Any amount payable to an employee as commission under an agreement entered into in terms of paragraph (a) shall be aside from and in addition to the wage prescribed therein.

(c) Die besoldiging van die werknemer moet betaal word op die dag genoem in die ooreenkoms aangegaan ingevolge paragraaf (a) en klousule 4 (1) is nie op sodanige betaling van toepassing nie.

(d) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet skriftelik kennis van sodanige voorneme gee, en die termyn van sodanige kennisgewing mag nie korter wees as die wat by klousule 13 vir die beëindiging van die dienskontrak van sodanige werknemer vereis word nie.

10. GETALSVARHOUDING

(1) 'n Werkgewer mag nie 'n bakker en/of banketbakker in diens neem nie tensy hy 'n voormanbakker of 'n voormanbanketbakker in sy diens het, met dien verstande dat 'n bakker en/of banketbakker op enige dag vir hoogstens vier uur in die afwesigheid van 'n voormanbakker of 'n voormanbanketbakker deeg mag maak.

(2) 'n Werkgewer mag nie 'n bakkers- en/of banketbakkersassistent in diens neem nie tensy hy 'n voormanbakker of 'n voormanbanketbakker in diens het, en hy mag hoogstens ses bakkers- en/of banketbakkersassistentes vir elke voormanbakker of voormanbanketbakker en ses vir elke bakker en/of banketbakker in diens neem.

(3) 'n Werkgewer mag nie van 'n bestelwaverkoopsman 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 werkgewer of bestuurder wat op enige skof uitsluitlik of hoofsaaklik die werk van 'n voormanbakker of 'n voormanbanketbakker verrig, vir sodanige skof as 'n voormanbakker of 'n voormanbanketbakker geag word: Met dien verstande dat 'n werkgewer of 'n bestuurder nie vir meer as een skof op 'n dag of in meer as een bedryfsinrigting op 'n dag aldus geag mag word nie.

(5) Hierdie klousule is van afsonderlike toepassing in elke bedryfsinrigting en subklousule (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 of 'n voormanbanketbakker 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 Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende kleren wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wetverplig 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 kleren bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om enige sodanige uniforms, oorpakke of beskermende kleren te was en/of te stryk, in welke geval die werkgewer sodanige werknemer 'n toelae van minstens 90 sent per week moet betaal vir elke week wat die werknemer die beskermende kleren moet dra.

12. VERBOD OP INDIENSNEEMING

'n Werkgewer mag nie 'n persoon onder die leeftyd van 15 jaar in diens neem nie of van 'n swanger werknemer vereis of haar toelaat om te werk gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die bevallingsdatum eindig nie.

13. BEÏNDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) na die eerste vier weke diens, minstens een week,

kennis van die beëindiging van die kontrak gee, wat behalwe deur 'n werknemer wat nie kan skryf nie, skriftelik moet wees, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal in die geval van—

- (i) een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat—

- (aa) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ab) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as die wat in hierdie klousule voorgeskryf word;
- (ac) die werking van 'n verbod van 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 werkgewer hom betaal in plaas van kennis te gee, die uitdrukking "ten tyde van sodanige beëindiging ontvang" geag word te beteken "ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(c) The employee's remuneration shall be paid on the day referred to in the agreement entered into in terms of paragraph (a), and clause 4 (1) shall not apply to such payment.

(d) An employer or an employee who intends to cancel or negotiate for an alteration to an agreement in regard to commission work shall give written notice of such intention and the period of notice shall not be less than that required to terminate the contract of employment of such employee in terms of clause 13.

10. RATIO

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

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

(3) An employer shall not require or permit a van salesman 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 or foreman confectioner, may for such shift be deemed to be a foreman baker or a foreman confectioner: Provided that an employer or a manager may not be so deemed for more than one shift on any day or in more than one establishment on any day.

(5) This clause shall apply separately to each establishment and sub-clauses (1) and (2) shall apply to each shift in an establishment in which more than one shift is worked on any day: Provided that for the purposes of this clause a foreman baker or a foreman confectioner 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 good condition, free of charge, any uniform, overall, gumboots or other protective clothing that he requires his employee to wear or which by any law he is required to provide for his employee, and 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 and/or iron any such uniform, overall or protective clothing, in which event the employer shall pay such employee an allowance of not less than 90 cents per week for every week that the employee is required to wear such protective clothing.

12. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years or require or permit a pregnant employee to work during the period beginning four weeks before the expected date of her confinement and ending eight weeks after such date of confinement.

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

notice of termination of contract, which shall be in writing, except where an employee cannot write, 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, in the case of—

- (i) one work day's notice, the daily wage the employee is receiving at the time of such termination;
- (ii) one week's notice, the weekly wage the employee is receiving at the time of such termination:

Provided that this shall not affect—

- (aa) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ab) any written agreement between an employer and his employee that provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (ac) the operation of any forfeiture or penalty that 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 the 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 deduction had been made in respect of short-time".

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat—

(a) 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 siekteverlof ooreenkomstig klousule 7 of afwesigheid weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b) van altesaam hoogstens 10 weke in enige tydperk van 12 maande diens by dieselfde werkgever; en

(b) 'n kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid vir militêre diens, behalwe waar die werknemer dit sulks versoek en die werkgever skriftelik daarmee akkoord gaan.

(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, hom 'n bedrag toeëin van hoogstens dié wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgever hom aldus 'n bedrag toeëin 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.

14. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek/Ons.....
wat die Brood- en Banketnywerheid beoefen te
verklaar hierby dat identiteitsnommer
in my/ons diens was vanaf die dag van 19.....
tot die dag van 19..... as (*).
By diensbeëindiging was hierdie werknemer se loon R.....

*Handtekening van werkgever of
gemagtigde verteenwoordiger*

Datum

* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, bakker, ens.

15. LOGBOEK

(1) 'n Werkgever moet sy drywer of bestelwaverkoopsman voorsien van 'n logboek so na moontlik aan onderstaande vorm.

DAAGLIKSE LOG

Naam van werkgever
Naam van drywer of bestelwaverkoopsman
Datum
Tyd waarop werk begin word
Tyd waarop werk beëindig word
Aantal ure gewerk
Etenspouses van tot
Besonderhede van 'n ongeluk of vertraging
Naam/Name van werknemer(s) wat drywer of bestelwaverkoopsman ver-
gesel

*Handtekening van drywer of
bestelwaverkoopsman*

Datum

(2) Where there is an agreement in terms of proviso (ab) 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) shall be given on a work day: Provided that—

(a) the period of notice shall not be concurrent with, nor shall notice be given during, an employee's absence on leave in terms of clause 6 or sick leave in terms of clause 7 or absence owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b), amounting in the aggregate to not more than 10 weeks in any period of 12 months with the same employer; and

(b) the period of notice shall not be concurrent with, nor shall notice be given during, an employee's absence while performing military service, except where the employee so requests and the employer agrees thereto in writing.

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

14. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the grounds 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 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.....
carrying on trade in the Bread and Confectionery Industry at
..... hereby
certify that
identity number..... was
employed by me/us from the day
of 19..... to
the day of 19..... as (*).
On termination of employment this employee's wage was R.....

*Signature of employer or authorised
representative*

Date

* State class in which employee was wholly or mainly engaged, e.g. clerk, baker, etc.

15. LOG-BOOK

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

DAILY LOG

Name of employer
Name of driver or van salesman
Date
Time of starting work
Time of finishing work
Number of hours worked
Meal intervals from to
Particulars of any accident or delay
Name(s) of employee(s) who accompanied driver or van salesman
.....
Signature of driver or van salesman
Date

(2) Elke drywer of bestelwaverkoopsman moet in die logboek bedoel in subklousule (1), 'n daaglikse log in tweevoud hou ten opsigte van elke dag se werk en moet binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan aan sy werkgever lewer.

(3) Die werkgever moet die kopie van die daaglikse log wat kragtens subklousule (2) aan hom gelewer is, vir 'n tydperk van minstens drie jaar na sodanige lewering bewaar.

16. BYWONINGSREGISTER

(1) 'n Werkgever moet in sy bedryfsinrigting 'n bywoningsregister wat wesenlik die onderstaande vorm het, voorsien, waarin hy in ink of inktlood die naam en klas van elk van sy werknemers moet aanteken, en indien sodanige werknemer nie in staat is om te skryf nie, moet sy werkgever namens hom vir elke dag gewerk en op daardie dag die vereiste inskrywings ten opsigte van punte (a) tot en met (f) van subklousule (2) maak, en sodanige inskrywings onderteken.

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

(3) The employer shall retain the copy of the daily log that has, in terms of subclause (2), been delivered to him, for a period of at least three years subsequent to such delivery.

16. ATTENDANCE REGISTER

(1) Every employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees, and if an employee is unable to write his employer shall on his behalf for each day worked and on that day make the necessary entries required in terms of subclause (2) (a) to (f), and sign such entries.

BYWONINGSREGISTER

(Naam van werknemer)										(Klas van werknemer)									
Inskrywings moet deur werknemer gemaak word										Opmerkings (as daar is)									
Jaar.....	Maand.....	Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgever as werknemer afwesig is; rede daarvoor (moet deur werkgever onderteken word)	Deur inspekteur		
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week						
1																			
2																			
3																			
4																			
5																			
6																			
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31																			

Nota.—Onder opskrif "Aan" en "Af" in kolom "Pouses van diens af", voeg in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

ATTENDANCE REGISTER

(Name of employee)

(Class of employee)

Year..... Month.....		Entries to be made by employee											Remarks (if any)				
Date	Day of week	Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours worked		Signature	By employee	By employer if employee was absent; reasons for absence (to be signed by employer)	By inspector
			Off	On	Off	On	Off	On		On	Off	Each day	Each week				
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3																	
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Note.—Under the headings "Off" and "On" in column "Intervals off work" enter time when work commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the entire interval.

(2) Tensy hy deur onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag deur hom gewerk en op daardie dag, in ink of inktlood in sodanige bywoningsregister bedoel in subklousule (1) aanteken:

- (a) Die dag van die week;
- (b) die tyd waarop hy begin werk het;
- (c) die tyd waarop alle etens- en ander pouses wat nie as gewone werke-ure gereken word nie, begin en geëindig het;
- (d) die tyd waarop werk vir die dag beëindig is;
- (e) die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
- (f) die totale aantal ure gewerk vir die dag;
- (g) sy handtekening.

(3) 'n Werkgewer mag in plaas van 'n bywoningsregister, 'n halfoutomatiese tydregistreerder met die nodige kaarte wat so na as moontlik in die volgende vorm moet wees, beskikbaar stel en elkeen van sy werknemers van so 'n kaart met die naam en nommer van die werknemer asook die datum van diensbeëindiging van die week waarvoor die kaart gebruik moet word, voorsien:

No. Naam en klas van werknemer
Week geëindig 19....

Dag	In	Uit	In	Uit	Totaal
Sondag	h	h	h	h	h
Maandag	h	h	h	h	h
Dinsdag	h	h	h	h	h
Woensdag	h	h	h	h	h
Donderdag	h	h	h	h	h
Vrydag	h	h	h	h	h
Saterdag	h	h	h	h	h

(4) 'n Werkgewer moet sodanige bywoningsregister of kaarte, na gelang van die geval, vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop, bewaar.

(5) Hierdie klousule is nie van toepassing nie op 'n werknemer bedoel in klousule 5 (8) (a) of op 'n drywer, bestelwaverkoopsman of werknemer wat op 'n bestelwa of motorvoertuig help.

(*Kennisgewing.*—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae die volgende Loonvasstellings;

375, gepubliseer by Goewermentskennisgewing R. 1697 van 25 Augustus 1978, soos gewysig by Goewermentskennisgewings R. 2437 van 13 November 1981 en R. 225 van 12 Februarie 1982;

402, gepubliseer by Goewermentskennisgewing R. 2091 van 17 Oktober 1980, soos gewysig by Goewermentskennisgewings R. 2031 van 24 September 1982 en R. 2441 van 12 November 1982;

404, gepubliseer by Goewermentskennisgewing R. 645 van 27 Maart 1981.).

(2) Unless prevented from doing so by an unavoidable cause, every employee shall in respect of each day worked by him and on that day record in ink or indelible pencil in the attendance register referred to in subclause (1):

- (a) The day of the week;
- (b) the time he commenced work;
- (c) the time of commencement and termination of all meal or other intervals that are not reckonable as ordinary hours of work;
- (d) the time of finishing work for the day;
- (e) the time of commencement and termination of overtime worked for the day;
- (f) the total number of hours worked for the day;
- (g) his signature.

(3) An employer may, instead of an attendance register, provide a semi-automatic time recorder together with the necessary cards, which shall be as nearly as practicable in the following form, and supply to each employee such a card indicating the name and number of the employee and the date of termination of the week in respect of which such card is to be used.

No. Name and class of employee
Week ended 19....

Day	In	Out	In	Out	Total
Sunday	h	h	h	h	h
Monday	h	h	h	h	h
Tuesday	h	h	h	h	h
Wednesday	h	h	h	h	h
Thursday	h	h	h	h	h
Friday	h	h	h	h	h
Saturday	h	h	h	h	h

(4) An employer shall retain such attendance register or cards, as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

(5) This clause shall not apply to an employee referred to in class 5 (8) (a) or to a driver, van salesman or to an employee who assists on a van or other motor vehicle.

(*Note.*—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes the following Wage Determinations:

375, published under Government Notice R. 1697 of 25 August 1978, as amended by Government Notices R. 2437 of 13 November 1981 and R. 225 of 12 February 1982;

402, published under Government Notice R. 2091 of 17 October 1980, as amended by Government Notices R. 2031 of 24 September 1982 and R. 2441 of 12 November 1982;

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R. 1840	Loonwet (5/1957): Loonvasstelling 436: Brood- en Banketnywerheid, Sekere Ge- biede	1	9379
---------	--	---	------

CONTENTS*No.**Page
No. Gazette
No.***GOVERNMENT NOTICE****Manpower, Department of
Government Notice**

R. 1840	Wage Act (5/1957): Wage Determination 436: Bread and Confectionery Industry, Cer- tain Areas	1	9397
---------	--	---	------