

REPUBLIEK
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SOUTH AFRICA

Staatskoerant Government Gazette

Verkoopprijs • Selling price
(AVB uitgesluit/GST excluded)

Plaaslik **60c** Local
Buitelands 95c Other countries
Posvry • Post free

Regulasiekoerant
Regulation Gazette
No. 4431

As 'n Nuusblad by die
Poskantoor geregistreer
Registered at the Post Office
as a Newspaper

Vol. 293]

KAAPSTAD, 24 NOVEMBER 1989

[No. 12185

CAPE TOWN, 24 NOVEMBER 1989

DEPARTEMENT VAN MANNEKRAG

No. R.2501

24 November 1989

LOONWET, 1957

LOONVASSTELLING 465—BROOD- EN BANKET- NYWERHEID, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak 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. GEBIED EN OMVANG VAN VASSTELLING

(1) Hierdie vasstelling is van toepassing in die gebiede soos in subklousule (2) vermeld op elke werkgewer in die Brood- en Banketnywerheid soos in subklousule (3) omskryf, en op al sy werknemers in daardie nywerheid: Met dien verstande dat die Vasstelling nie van toepassing is nie op—

- (a) 'n werkgewer vir so lank as wat hy 'n nuwe werkgewer is soos in subklousule (4) omskryf;
- (b) 'n klein werkgewer soos in subklousule (5) omskryf; of
- (c) 'n bestuurder soos in subklousule (6) omskryf.

(2) Gebiede:

Kaapprovinsie: Die landdrostdistrikte 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 landdrostdistrikte Lower Umfolozi, Pietermaritzburg, Port Shepstone en Umzinto en die munisipale gebiede van Eshowe, Estcourt, Glencoe, Greytown, Harding, Howick, Lady-smith, Melmoth, Mtubatuba, Newcastle en Vryheid en die dorps-raadgebied van Richmond;

DEPARTMENT OF MANPOWER

No. R.2501

24 November 1989

WAGE ACT, 1957

WAGE DETERMINATION 465—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, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Bread and Confectionery Industry, Certain Areas and has fixed the 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

(1) This determination shall, in the areas specified in subclause (2), apply to every employer in the Bread and Confectionery Industry, as defined in subclause (3), and to all his employees in that industry: Provided that the Determination shall not apply to—

- (a) an employer while he is a new employer as defined in subclause (4);
- (b) a small employer as defined in subclause (5); or
- (c) a manager as defined in subclause (6).

(2) Areas:

Cape Province: The Magisterial Districts of East London, King William's Town, Knysna 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, Lady-smith, Melmoth, Mtubatuba, Newcastle and Vryheid and the town council area of 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 Witrivier.

(3) "*Brood- en Banketnywerheid*" of "*die Nywerheid*" beteken die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging of maak van brood en/of banket vir verkoop, en omvat die verspreiding deur sodanige werkgewers van brood en/of banket en omvat verder alle aktiwiteite wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspuit; en by die toepassing van hierdie subklousule beteken—

- (a) "brood", sonder om die gewone betekenis daarvan te beperk, ook bolletjies, rolle en sierbrood; en
- (b) "banket", sonder om die gewone betekenis daarvan te beperk, ook kitkes, koek, siergebakkes, droëbeskuit, pastietjies, pastie, 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.

(4) "*Nuwe werkgewer*" beteken 'n nuutgestigte besigheid in die Brood- en Banketnywerheid gedurende die eerste 12 maande van sy bestaan in hierdie nywerheid (kyk ook die voorbehoudsbepaling in klousule 3 (1) (a)).

(5) "*Klein werkgewer*" beteken 'n werkgewer in die Nywerheid wat in enige van die gebiede waarin hierdie Vasstelling van toepassing is—

- (a) slegs standaard brood vervaardig en wie se maandelikse meelverbruik minder as 26 000 kg is en wat te alle tye minder as 15 werknemers in of in verband met sy bakkerij in diens het; of
- (b) standaard brood sowel as nie-standaard brood of banket, of standaard brood sowel as nie-standaard brood en banket vervaardig, en wie se maandelikse meelverbruik minder as 26 000 kg is, waarvan hoogstens 3 250 kg vir die vervaardiging van of nie-standaard brood of banket of beide nie-standaard brood en banket gebruik word, en wat te alle tye minder as 15 werknemers in of in verband met sy bakkerij in diens het; of
- (c) slegs nie-standaard brood of banket of slegs nie-standaard brood sowel as banket vervaardig, en wie se maandelikse meelverbruik minder as 3 250 kg is en wat te alle tye minder as vyf werknemers in of in verband met sy bakkerij in diens het;

en by die toepassing van hierdie subklousule beteken "*standaard brood*" brood waarop 'n subsidie deur die Staat of 'n heffing deur die vervaardiger betaalbaar is, en "*maandelikse meelverbruik*" op enige datum die gemiddelde maandelikse meelverbruik vir die voorgaande 12 maande of waar die tydperk korter as 12 maande is, dan vir sodanige korter tydperk.

(6) "*Bestuurder*" beteken 'n werknemer wat deur sy werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en bestuur van die werksaamhede van 'n bedryfsinrigting of gedeelte daarvan en die werknemers wat daarin werk, maar sluit nie 'n werknemer in dieselfde bedryfsinrigting in wat 'n bestuurder aflos of tydens sy afwesigheid namens hom optree nie.

2. WOORDOMSKRYWING

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

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

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

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.

(3) "*Bread and Confectionery Industry*" or "*the Industry*" means the industry in which employers and employees are associated for the manufacture or making of bread and/or confectionery for sale, and includes the distribution by such employers of bread and/or confectionery and further includes all operations incidental to or consequent on any of the aforesaid activities; and for the purposes of this paragraph—

- (a) "bread", without limiting its ordinary meaning, also means buns, rolls and fancy bread; and
- (b) "confectionery" without limiting its ordinary meaning, also means kitkes, cakes, fancy pastries, dry rusks, pastries, pies, sausage rolls, scones, currant bread, doughnuts, mosbolletjies and all 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.

(4) "*New employer*" means a business newly established in the Bread and Confectionery Industry, during the first 12 months of its existence in this industry (see also the proviso to clause 3 (1) (a)).

(5) "*Small employer*" means an employer in this industry in any of the areas in which this Determination is binding; who—

- (a) manufactures standard bread only and whose monthly flour consumption is less than 26 000 kg and who at all times employs less than 15 employees in or in connection with his bakery; or
- (b) manufactures standard bread as well as non-standard bread or confectionery, or standard bread as well as non-standard bread and confectionery, and whose monthly flour consumption is less than 26 000 kg, of which not more than 3 250 kg is for the manufacture of either non-standard bread or confectionery or both non-standard bread and confectionery, and who at all times employs less than 15 employees in or in connection with his bakery; or
- (c) manufactures only non-standard bread or confectionery, or only non-standard bread and confectionery and whose monthly flour consumption is less than 3 250 kg and who at all times employs less than five employees in or in connection with his bakery;

and for the purposes of this subclause "*standard bread*" means bread on which a subsidy is payable by the State or a levy is payable by the manufacturer and "*monthly flour consumption*" means the average monthly flour consumption, at any date, for the preceding 12 months or where the period is shorter than 12 months, then for such shorter period.

(6) "*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 part of an establishment and the employees engaged therein, but does not include an employee in the same establishment who relieves or acts for a manager during the latter's absence.

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 further, 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 em-

- (b) artikels van dieselfde grootte en getal in houters verpak wat spesiaal ontwerp is om hulle te bevat;
- (c) bestelfietse heelmaak, met inbegrip van lekkie heelmaak, speke vervang of wicle spoor;
- (d) brode of banket onder toesig tel;
- (e) brood, kiste of blikke etiketteer;
- (f) die produkte van 'n bedryfsinrigting, houters, materiaal, werktuie of ander artikels dra, oplaag of opstapel;
- (g) die produkte van 'n bedryfsinrigting individueel toedraai, sodanige toegedraaide produkte verseël of etiketteer;
- (h) die produkte van 'n bedryfsinrigting ter opberging of aflewering op drabande of in houters pak;
- (i) eiers kraak, maar nie die wit van die geel skei nie;
- (j) houtkiste uit reeds voorbereide duie aanmeekaarsit of reeds voorbereide kartondose of veselborddose met die hand oprig;
- (k) latrines, buitegeboue of kampongs afwit;
- (l) neut skoonmaak, kraak of maal of sorteer;
- (m) posseëls op briewe, pakkette of ander artikels vir posdoel-eindes plak;
- (n) sakke of kiste oop- of toemaak;
- (o) uniforms, oorpakke of ander beskermende klere heelmaak, was of stryk;
- (p) verf van bestelwaens op 'n ander manier as met 'n blaaslamp verwyder;
- (q) vleis of groente kook;
- (r) vleis met die hand sny;
- (s) volgens 'n gestelde skaal massameet of na 'n vaste maat meet;
- (t) vrugte skil, skoonmaak of ontpit;
- (u) vuur maak, stook of uithaal of as of afval verwyder;

(2) "ambagsman" 'n werknemer, uitgesonderd 'n bakker of 'n 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 enige ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word, behalwe waar spesifiek anders in hierdie vasstelling bepaal word;

(3) "ambagsmanshulp" 'n graad 2-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 bedreweheid van 'n ambagsman vereis nie;

(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 pligte verrig:

- (a) Banket versier, vul of afwerk;
- (b) bestanddele meng;
- (c) bestanddele wat by die maak van banket gebruik word, massameet of afmeet;
- (d) deeg vir brood maak;
- (e) deeg met die hand knie;
- (f) deeg of bakpanne wat deeg of banketmengsels bevat in 'n nie-outomatiese oond plaas of brood, banket of bakpanne uit so 'n oond haal;
- (g) die temperatuur van oonde reël;
- (h) gevormde of gefatsoeneerde deeg in bakpanne sit in gereedheid vir finale rys of bak;
- (i) massa van banketmengsels meet en dit in panne of ander houters vir kook of bak plaas;
- (j) massa van brooddeeg meet, brooddeeg vorm, vleg of fatsoeneer;

(5) "banketbakkersassistent" 'n graad 4-werknemer wat onder toesig van 'n toesighouer of banketbakker, enige masjien hanteer of

ployee employed in a trade designated or deemed to have been designated in terms of that Act, for a period prior to the registration of a contract of apprenticeship;

(2) "artisan" means an employee, other than a baker or a confectioner, who has completed or is 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;

(3) "artisan's aide" means a grade 2 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;

(4) "assistant panelbeater" means a grade 3 employee other than an apprentice or trainee who, under the guidance and supervision of a panelbeater, assists such panelbeater in the performance of his tasks;

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

(6) "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:

- (a) Icing, filling or finishing confectionery;
- (b) knocking back dough by hand;
- (c) making dough for bread;
- (d) mass-measuring or measuring ingredients used in the making of confectionery;
- (e) mixing ingredients;
- (f) putting dough or baking pans containing dough or confectionery mixtures into or removing bread or such baking pans from ovens, other than automatic ovens;
- (g) putting moulded or shaped dough into baking pans ready for final proving or baking;
- (h) regulating the temperature of ovens;
- (i) scaling confectionery mixtures and placing these in pans or other receptacles for cooking or baking;
- (j) scaling, moulding, plaiting or shaping loaves.

(7) "boiler operator" means a grade 4 employee who, under general supervision, maintains the water level and pressure in a steam boiler and who can make, maintain and draw the fire in such steam boiler;

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

(9) "cleaner" means a grade 1 employee who cleans offices, machinery or buildings;

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

(11) "commission work" means any system under which an employee receives additional remuneration calculated on the value of sales effected by him or on the number of orders submitted to and accepted by his employer;

(12) "confectioner's assistant" means a grade 4 employee who, under the supervision of a supervisor or confectioner, operates any machine or performs any task associated with the production of confectionery;

(13) "confectionery doughmaker" means a grade 2 employee who mixes dough and, if necessary, operates the scales for confectionery production;

(14) "confectionery pre-mix maker" means a grade 5 employee who scales and mixes a pre-mix for confectionery products;

taak uitvoer wat verband hou met die produksie van banketprodukte;

(6) "*banketdeegmaker*" 'n graad 2-werknemer wat deeg meng en indien nodig skale vir banketproduksie hanteer;

(7) "*bankettafelbeampte*" 'n graad 1-werknemer wat met die produksie van banket by 'n tafel hulp verleen;

(8) "*banketvoormengselmenger*" 'n graad 5-werknemer wat voormengsels vir banketprodukte afweeg en voorberei;

(9) "*bestellingopmaker*" 'n graad 3-werknemer wat produksie- en meesterkaartbestellings vir brood- en banketproduksie saamstel;

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

(11) "*bestelwa-assistent*" 'n graad 1-werknemer wat onder toesig van 'n bestelwaverkoopsman met die aflewering en aflaai van brood en banket behulpsaam is maar wat nie self 'n bestelwa bestuur nie;

(12) "*bestelwalaaiër*" 'n graad 1-werknemer wat brood en/of banketprodukte in 'n afleweringvoertuig laai;

(13) "*bestelwaskoonmaker*" 'n graad 1-werknemer wat afleweringvoertuie skoonmaak;

(14) "*bestelwaverkoopsman*" 'n graad 6-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) brood en/of banket uit 'n bestelwa kan aflewer en die bestelwa kan dryf, en omvat 'n werknemer in beheer van 'n bestelwa wat ooreenkomstig 'n lys of ander skriftelike opdragte deur sy werkgewer aan hom gegee, brood en/of banketbestellings van klante uit voorraad in sy bestelwa uitsoek en sodanige bestellings aan die klante aflewer; en

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

(15) "*betaalde vakansiedag*" Nuwejaarsdag (of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val), Goëie Vrydag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag;

(16) "*broodsnyer*" 'n graad 1-werknemer wat 'n broodsnymasjien hanteer;

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

(18) "*dagloon*", behalwe in die geval van 'n los werknemer, die werknemer se weekloon gedeel deur die getal dae waarop die werknemer gewoonlik in 'n week werk;

(19) "*deegmenger*" 'n graad 4-werknemer wat mengmasjiene hanteer en voormengsels of ander bestanddele soos dit benodig word, byvoeg;

(20) "*deeltydse werknemer*" 'n werknemer wat as sodanig by die week of die maand vir hoogstens vyf gewone werkure op 'n dag en 25 gewone werkure in 'n week werksaam is;

(21) "*drastel*" 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep;

(22) "*drywer*" 'n graad 5-werknemer wat met die motorvoertuig wat hy self dryf die brood, banket, briewe of ander artikels of bodeskappe 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;

(23) "*faktotum*" 'n graad 4-werknemer, uitgesonderd 'n vakleerling, kwekeling of ambagsmanshulp, wat kleinere herstelwerk of verstellings doen aan masjinerie of uitrusting, uitgesonderd masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, 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;

(24) "*gekwalfiseerd*" met betrekking tot 'n werknemer, dat die tydperk van die werknemer se ondervinding in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "*ongekwalfiseerd*" dat die tydperk van die werknemer se ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie;

(25) "*gewone werkure*" die werkure by klousule 5 (1) voorgeskryf

(15) "*confectionery table hand*" means a grade 1 employee who assists at a table in the production of confectionery;

(16) "*counter hand*" means an employee who is engaged in selling bread and/or confectionery over the counter in an establishment and who may receive cash for goods sold;

(17) "*conveyor attendant*" means a grade 1 employee who loads pans onto or offloads pans from the conveyor and checks that pans are properly filled with dough;

(18) "*cook*" means a grade 2 employee who prepares meals and performs general cleaning duties;

(19) "*daily wage*" means, except in the case of a casual employee, an employee's weekly wage divided by the number of days on which he ordinarily works in a week;

(20) "*day*" means the period of 24 hours from midnight to midnight: Provided that, in the case of a shift worker, a security shift supervisor, a security guard or a watchman, it shall mean a period of 24 hours reckoned from the time such an employee commences work;

(21) "*de-panner*" means a grade 1 employee who attends to the conveyor and ensures the smooth removal of bread from pans or physically removes bread from pans;

(22) "*despatch assistant*" means a grade 2 employee who is engaged in receiving, checking or packing goods for despatch and delivery, or in checking the mass or the address of packages;

(23) "*despatch supervisor*" means a grade 5 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;

(24) "*divider operator*" means a grade 3 employee who operates the divider and the intermediate prover under general supervision;

(25) "*dolly*" means a trailer on which a semi-trailer rests and which converts the latter into a trailer;

(26) "*dough mixer*" means a grade 4 employee who operates mixing machines and adds a pre-mix or other ingredients as required;

(27) "*driver*" means a grade 5 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 or confectionery or canvass for orders;

(28) "*emergency work*" means—

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

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

(c) any work which is necessary to ensure the maintenance or provision of power, light, water, telephone, public health, sanitary or cleaning services;

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

(30) "*flour sifter*" means a grade 1 employee who operates the sifting equipment and performs general cleaning duties;

(31) "*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;

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

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

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

(c) assisting an artisan by holding or carrying articles or tools;

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

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

of, indien volgens ooreenkoms tussen 'n werkgever en sy werknemer laasgenoemde korter ure werk, daardie korter ure;

(26) "*graad 1-werknemer*" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:

- (a) Bankettafelbeampte;
- (b) bestelwa-assistent;
- (c) bestelwalaaiër;
- (d) bestelwaskoonmaker;
- (e) broodsnyer;
- (f) hyseroperateur;
- (g) meelsifter;
- (h) ontpanner;
- (i) oondlaaiër;
- (j) pakker;
- (k) pompbediener;
- (l) rysmasjienbediener;
- (m) skoonmaker;
- (n) teemaker;
- (o) vervoerbandgeleier;
- (p) vormmasjienbediener;

(27) "*graad 2-werknemer*" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:

- (a) Ambagsmanshulp;
- (b) banketdeegmaker;
- (c) kok;
- (d) masjienoperateur;
- (e) panoliemenger;
- (f) versendingsassistent;
- (g) voormengselmenger;
- (h) wag;
- (i) weegskaalman;

(28) "*graad 3-werknemer*" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:

- (a) Bestellingopmaker;
- (b) hulppaneelklopper;
- (c) sekuriteitswag;
- (d) silobediener;
- (e) vormmasjienoperateur;
- (f) wielbandomruiler;

(29) "*graad 4-werknemer*" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:

- (a) Banketbakkersassistent;
- (b) deegmenger;
- (c) faktotum;
- (d) ketelbediener;
- (e) magasynman;
- (f) masjienfaktotum;
- (g) masjienghriesman;
- (h) produksieklerek;
- (i) sekuriteitsskofvoorman;
- (j) sweisassistent;
- (k) werktuigkundige se assistent;

(30) "*graad 5-werknemer*" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:

- (a) Banketvoormengselmenger;
- (b) drywer;
- (c) toesighouer;
- (d) verkoperekordeerder;
- (e) versendingstoeshouer;

- (f) cleaning or stoning fruit;
- (g) cooking meat or vegetables;
- (h) counting loaves of bread or confectionery under supervision;
- (i) cracking eggs, but not separating the whites from the yolks;
- (j) cutting meat by hand;
- (k) labelling bread, boxes or cans;
- (l) lime-washing latrines, outbuildings or compounds;
- (m) making, maintaining or drawing fires or removing ashes or refuse;
- (n) mass-measuring to a set scale or measuring to a set measure;
- (o) mending, washing or ironing uniforms, overalls or other protective clothing;
- (p) packing articles of uniform size and number into containers specially designed to hold them;
- (q) packing the products of an establishment onto conveyors or into containers for storage or delivery;
- (r) opening or closing bags or boxes;
- (s) removing paint from delivery vans other than by means of a blowlamp;
- (t) repairing delivery bicycles, including repairing punctures, replacing spokes or aligning wheels;
- (u) wrapping individual products of an establishment or sealing or labelling such wrapped products;

(33) "*grade 1 employee*" means an employee who is engaged in any one of the following capacities, as defined:

- (a) Cleaner;
- (b) confectionery table hand;
- (c) conveyor attendant;
- (d) de-panner;
- (e) flour sifter;
- (f) hoist operator;
- (g) moulder attendant;
- (h) oven loader;
- (i) packer;
- (j) prover attendant;
- (k) pump attendant;
- (l) slicer;
- (m) tea-maker;
- (n) van assistant;
- (o) van cleaner;
- (p) van loader;

(34) "*grade 2 employee*" means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Artisan's aide;
- (b) cook;
- (c) confectionery doughmaker;
- (d) despatch assistant;
- (e) machine operator;
- (f) pan-oil mixer;
- (g) pre-mix mixer;
- (h) scaler;
- (i) watchman;

(35) "*grade 3 employee*" means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Assistant panelbeater;
- (b) divider operator;
- (c) order man;
- (d) security guard;
- (e) silo attendant;

(31) "graad 6-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede, soos omskryf, diens doen:

- (a) Bestelwaverkoopsman;
- (b) loonklerk;

(32) "hulp-paneelklopper" 'n graad 3-werknemer wat nie 'n vakleerling of kwekeling is nie, wat onder leiding en toesig van 'n paneelklopper sodanige paneelklopper in die uitvoering van sy pligte behulpsaam is;

(33) "hyseroperateur" 'n graad 1-werknemer wat die hyser wat die mengbak opla, bedien en verhoed dat enige deegoorlading in die skeier kom;

(34) "inspekteur" 'n werknemer wat oor die werk van twee of meer bestelwaverkoopsmanne toesig hou;

(35) "ketelbediener" 'n graad 4-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;

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

(37) "kok" 'n graad 2-werknemer wat maaltye voorberei en algemene skoonmaaktake verrig;

(38) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se besoldiging bereken word volgens die waarde van verkope wat hy tot stand bring of getal van die bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar;

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

(40) "kwekeling" 'n werknemer, uitgesonderd 'n vakleerling, vir wie daar ingevolge die Wet op Mannekragopleiding, 1981, voorsiening gemaak word vir opleiding in 'n ambag wat ingevolge daardie wet aangewys is of geag word, aangewys te wees;

(41) "leunwa" 'n sleepwa wat geen vooras het nie en so ontwerp of ingerig is om op 'n voorspanmotor te rus en deur hom getrek word;

(42) "loon" die bedrag geld wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken, maar dit mag nie so uitgelê word dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op 'n 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; en "uurloon", "dagloon" en "maandloon" het ooreenstemmende betekenisse;

(43) "loonklerk" 'n graad 6-werknemer wat aanwesigheidsrekords kontroleer, besonderhede van werknemers aanteken, loon- of tydkaarte voorberei, besonderhede van jaarlikse verlof en siekteverlof aanteken en personeëlleers in stand hou;

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

(45) "maandloon" die werknemer se weekloon gemaal met vier en een derde;

(46) "magasynman" 'n graad 4-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;

(47) "masjienfaktotum" 'n graad 4-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;

(48) "masjienghiesman" 'n graad 4-werknemer wat verantwoordelik is vir die ghies, skoonmaak en voorbereiding van masjinerie vir produksie;

(f) tyre changer;

(36) "grade 4 employee" means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Boiler operator;
- (b) confectioner's assistant;
- (c) dough mixer;
- (d) handyman;
- (e) machine greaser;
- (f) machine handyman;
- (g) mechanic's assistant;
- (h) production clerk;
- (i) security shift supervisor;
- (j) storeman;
- (k) welder's assistant;

(37) "grade 5 employee" means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Confectionery pre-mix maker;
- (b) despatch supervisor;
- (c) driver;
- (d) sales recorder;
- (e) supervisor;

(38) "grade 6 employee" means an employee who is engaged in any one or more of the following capacities, as defined:

- (a) Van salesman;
- (b) wage clerk;

(39) "handyman" means a grade 4 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 also effect minor repairs or renovations to buildings, but who does not do work normally performed by an artisan;

(40) "hoist operator" means a grade 1 employee who operates the hoist that lifts the mixer bowl and who prevents congestion of dough in the divider;

(41) "hourly wage" means an employee's weekly wage divided by his weekly ordinary hours of work, and in the case of a casual employee the hourly remuneration payable to him in terms of clause 3 (1) (c);

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

(43) "law" includes the common law;

(44) "local authority" means any borough council, city council, municipal council, village management board, divisional council or similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other Parliamentary legislation;

(45) "machine greaser" means a grade 4 employee who is responsible for greasing, cleaning and preparing machines for production;

(46) "machine handyman" means a grade 4 employee, other than an apprentice, a trainee or an artisan's assistant, who does minor repairs or makes 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;

(47) "machine operator" means a grade 2 employee who attends and operates any machine associated with the production of bread and/or confectionery;

(48) "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;

(49) "masjienoperateur" 'n graad 2-werknemer wat enige masjien wat by die produksie van brood en/of banketprodukte betrokke is, hanteer of bedien;

(50) "meelsifter" 'n graad 1-werknemer wat siftoerusting bedien en algemene skoonmaaktake verrig;

(51) "militêre diens" enige diens of opleiding kragtens die Verdedigingswet, 1957 (Wet 44 van 1957);

(52) "motorvoertuig" enige selfaangedrewe voertuig met 'n enjin-kapasiteit van meer as 50 cm³ wat gebruik word vir die voervoer van goedere, en omvat 'n voorspanmotor, 'n twee- of driewielmotorfiets, 'n bromponie, 'n outofiets en 'n trekker, maar nie ook 'n mobiele hystoestel nie;

(53) "noodwerk"—

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

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

(c) enige werk wat nodig is om te verseker dat krag-, lig-, water-, telefoon-, openbare gesondheids-, sanitêre of skoonmaakdienste in stand gehou of verskaf word;

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

(55) "ontpanner" 'n graad 1-werknemer wat toesig hou oor 'n vervoerband en verseker dat brood egalig uit die panne gehaal word of self die brood fisies uit die panne haal;

(56) "oondlaaier" 'n graad 1-werknemer wat bakprodukte in 'n oond plaas en indien nodig pandeksels opsit;

(57) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer in 'n week of op 'n dag werk, wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar omvat nie 'n tydperk waarin 'n werknemer op 'n Sondag, op 'n betaalde vakansiedag of gedurende sy vry periode vir sy werkgever werk nie;

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

(59) "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;

(60) "pakker" 'n graad 1-werknemer wat brood van die vervoerband aflaai;

(61) "panoliemenger" 'n graad 2-werknemer wat onder toesig van 'n toesighouer of bakker olie meng en panne met olie smeer vir die produksie van brood en banketprodukte;

(62) "plaaslike owerheid" 'n munisipale raad, stadsraad, afdelingsraad, dorpsbestuursraad of 'n soortgelyke instelling of liggaam beoog in artikel 84 (1) (f) van die Wet op Provinsiale Bestuur, 1961, of in enige ander parlementêre wetgewing;

(63) "pompbediener" 'n graad 1-werknemer wat voertuie met petrol of diesel hervul en die inligting aanteken;

(64) "produksieklerk" 'n graad 4-werknemer wat een of meer van die volgende pligte verrig:

- (a) Besonderhede van goedere wat ontvang is of uitgereik word, nagaan of opteken, of voorraadregisters byhou;
- (b) die indiensneming, ontslag of bedanking van werknemers opteken, insluitende enige nodige inskrywings in die werknemers se persoonlike lêers of dokumente maak, of dienssertifikate voorberei;
- (c) fabrieksdokumente met die hand kopieer;
- (d) fabrieksdokumente liasseer, sorteer of andersins versorg;
- (e) goedere of uitrusting in 'n gereedskapskamer ontvang of uitreik en besonderhede van sodanige ontvangste of uitreikings opteken;
- (f) kaartjies of etikette stempel of uitskryf;

(49) "mechanic's assistant" means a grade 4 employee, other than an apprentice or a trainee, who under the guidance and supervision of a mechanic, assists such mechanic in the performance of tasks that do not require the training or skill of a mechanic;

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

(51) "monthly wage" means an employee's weekly wage multiplied by four and a third;

(52) "motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 50 cm³ used for conveying goods, and includes a truck-tractor, two- or three-wheeled motor cycle, a scooter, an autocycle and a tractor, but does not include a mobile hoist;

(53) "moulder attendant" means a grade 1 employee who oversees the proper functioning of the moulder and who weighs dough pieces at intervals on a small scale to verify the correct mass;

(54) "order man" means a grade 3 employee who compiles production and master sheet orders for bread and confectionery production;

(55) "ordinary hours of work" means the hours of work prescribed by clause 5 (1) or if by agreement between an employer and his employee the latter works shorter hours, such shorter hours;

(56) "oven loader" means a grade 1 employee who loads products into the oven and places lids on pans, if necessary;

(57) "overtime" means that portion of any period worked by an employee in any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday, on a paid holiday or during his free period;

(58) "packer" means a grade 1 employee who removes bread from the conveyor and packs it on a trolley;

(59) "paid holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow and Christmas Day;

(60) "pan-oil mixer" means a grade 2 employee who mixes oil under the supervision of a supervisor or baker and brushes pans with oil for the production of bread or confectionery;

(61) "part-time employee" means an employee who works as such by the week or the month for not more than five ordinary hours of work per day and 25 ordinary hours of work per week;

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

(63) "pre-mix mixer" means a grade 2 employee who prepares a pre-mix for production by measuring mass or measuring ingredients used in confectionery or bread, and who mixes ingredients;

(64) "production clerk" means a grade 4 employee who is engaged in performing one or more of the following duties:

- (a) Checking or recording particulars of goods received or issued, or keeping stock records;
- (b) copying factory documents by hand;
- (c) filing, sorting or otherwise attending to factory documents;
- (d) interpreting or translating languages used by Black or Asian employees;
- (e) issuing permits, certificates of service or time cards, accepting telephone orders from customers or preparing invoices;
- (f) operating an adding machine in the course of his duties as a production clerk;
- (g) receiving or issuing goods or equipment in a tool room and recording particulars of such receipts or issues;
- (h) recording batch numbers, the contents or reference numbers of cartons, containers or packages;
- (i) recording the engagement, discharge or resignation of employees, including the making of any necessary entries in the employees' personal files or documents, or preparing certificates of service;
- (j) scheduling production figures;
- (k) stamping or writing tickets or labels;
- (l) supervising the off-loading of goods;
- (m) writing up stock cards;

- (g) lotnommers, die inhoud of verwysingsnommers van kartonne, houers of pakkette opteken;
- (h) lysie van produksiesyfers maak;
- (i) 'n optelmasjien in die loop van sy pligte as produksieklerk bedien;
- (j) permitte, dienssertifikate of tydkaarte uitreik, telefoniese bestellings van klante ontvang of fakture uitmaak;
- (k) toesig hou oor die aflaai van goedere;
- (l) tolk of vertaal van tale gebesig deur Swart- of Asiërwerkers;
- (m) voorraadkaarte bywerk;
- (n) vrag- of afleveringsbriewe of verpakkingstrookies uitskryf;
- (65) "rysmasjienbediener" 'n graad 1-werknemer wat deksels op panne van toebroodjebrode plaas, die broodwaentjie in die rysmasjien stoot en oor die behoorlike funksionering van die rysmasjien toesig hou;
- (66) "sekuriteitswag" 'n graad 3-werknemer wat een of meer van die volgende pligte verrig:
 - (a) Goedere of voertuie deursoek;
 - (b) persone deursoek en, indien nodig, terughou;
 - (c) die gang van persone of voertuie deur kontrolepunte of hekke kontroleer, aantekene van daarvoor verslag doen;
 - (d) oor wagte toesig hou of hulle beheer;
 en van wie ook vereis kan word om enige van of al die pligte van 'n wag te verrig;
- (67) "sekuriteits-skofvoorman" 'n graad 4-werknemer wat toesig hou oor en die sekuriteitskofte monitor en wat persele en sekuriteitspersoneel inspekteer;
- (68) "silobediener" 'n graad 3-werknemer wat oor die funksionering van die massameetinstrument en die sif vir broodprodukte toesig hou;
- (69) "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;
- (70) "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;
- (71) "skoonmaker" 'n graad 1-werknemer wat kantore, masjinerie of geboue skoonmaak;
- (72) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie en wat ontwerp of ingerig is om deur 'n motorvoertuig getrek te word en sluit 'n drastel in;
- (73) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegronde word op die hoeveelheid werk wat verrig is;
- (74) "sweisassistent" 'n graad 4-werknemer wat met verskeie sweisestate in die onderhoud van masjinerie en geboue behulpsaam is;
- (75) "teemaker" 'n graad 1-werknemer wat tee en koffie maak en algemene skoonmaaktake verrig;
- (76) "toesighouer" 'n graad 5-werknemer wat oor die produksie van brood en banket, asook die kontroliering van skofte toesig hou;
- (77) "toonbankbediener" 'n werknemer wat brood en/of banket oor die toonbank in 'n bedryfsinrigting verkoop en wat kontant vir die verkoopte goedere kan ontvang;
- (78) "trekker" 'n motorvoertuig ontwerp of ingerig om ander voertuie mee te trek en nie om 'n vrag daarop te dra nie;
- (79) "uurloon" die werknemer se weekloon gedeel deur sy gewone weeklikse werkdure, en in die geval van 'n los werknemer die uurlikse beloning wat ingevolge klousule 3 (1) (c) aan hom betaal is;
- (80) "vakleerling" 'n werknemer wat in diens is ingevolge 'n vakleerlingskapkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of geag word geregistreer te wees en omvat 'n werknemer in diens in 'n ambag wat ingevolge daardie wet aangewys is, of geag word aangewys te wees, vir 'n tydperk voor die registrasie van 'n kontrak van vakleerlingskap;
- (81) "verkoperekordeerder" 'n graad 5-werknemer wat alle inligting met betrekking tot verkope verwerk, liassering behartig en alle betrokke dokumentasie versorg;

- (n) writing out consignment or delivery notes or packing slips;
- (65) "prover attendant" means a grade 1 employee who places lids on breadpans for sandwich bread, wheels bread trolleys into the prover and oversees the proper functioning of the prover;
- (66) "pump attendant" means a grade 1 employee who fills vehicles with petrol or diesel and records the information;
- (67) "qualified" in relation to an employee, means that the period of experience of the employee in his class entitles him to the highest wage rate prescribed for that class, and, conversely, "unqualified" means that the period of his experience in his class does not entitle him to such higher wage rate;
- (68) "sales recorder" means a grade 5 employee who processes, files and maintains all documents related to sales;
- (69) "scaler" means a grade 2 employee who scales mixtures and places them in pans or receptacles for baking or production purposes;
- (70) "security guard" means a grade 3 employee who is engaged in any one or more of the following duties:
 - (a) Controlling, recording or reporting on the movement of persons or vehicles through check points or gates;
 - (b) searching goods or vehicles;
 - (c) searching persons and, if necessary, restraining them;
 - (d) supervising or controlling watchmen,
 and who may be required to perform any or all of the duties of a watchman;
- (71) "security shift supervisor" means a grade 4 employee who supervises and monitors the security shifts and inspects buildings, premises and security staff;
- (72) "semi-trailer" means a trailer without a front axle, designed or adapted to rest on and be drawn by a truck-tractor;
- (73) "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;
- (74) "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;
- (75) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of business, vagaries of the weather, a shortage of raw material or packing material, a breakdown of plant or machinery or a breakdown or threatened breakdown of the buildings;
- (76) "silo attendant" means a grade 3 employee who oversees the functioning of the mass measuring instrument and the sieve for the production of bread;
- (77) "slicer" means a grade 1 employee who operates a bread-slicing machine;
- (78) "storeman" means a grade 4 employee who is responsible for receiving, storing or issuing articles or materials used in an establishment for the making of bread or confectionery;
- (79) "supervisor" means a grade 5 employee who supervises the production of bread and confectionery and oversees shifts;
- (80) "teemaker" means a grade 1 employee who makes tea and coffee and performs general cleaning duties;
- (81) "tractor" means a motor vehicle designed or adapted mainly to pull other vehicles and not to carry any load;
- (82) "trailer" means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle, and includes a dolly;
- (83) "trainee" means an employee, other than an apprentice, to whom training is being provided in terms of the Manpower Training Act, 1981, in a trade designated or deemed to have been designated in terms of that Act;
- (84) "truck-tractor" means a vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a trailer, semi-trailer or ballast, and does not include a tractor;
- (85) "tyre changer" means a grade 3 employee who repairs and changes vehicle tyres;

(82) "*versendingsassistent*" 'n graad 2-werknemer wat betrokke is by die ontvangs, kontroliering of verpakking van goedere vir versending en aflewering, of by die kontroliering van die massa of die adressering van verpakkinge;

(83) "*versendings toesighouer*" 'n graad 5-werknemer wat beheer het oor die ontvangs, 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;

(84) "*vervoerbandgeleier*" 'n graad 1-werknemer wat panne op die vervoerband laai, panne van die vervoerband aflaai en kontroleer dat panne behoorlik vol deeg is;

(85) "*vormmasjienbediener*" 'n graad 1-werknemer wat oor die werking van die vormmasjien toesig hou en wat deegstukke periodiek op 'n klein skaal weeg ten einde die korrekte massa te kontroleer;

(86) "*vormmasjienoperateur*" 'n graad 3-werknemer wat die vormmasjien en die intermediere rysmasjien onder algemene toesig hanteer;

(87) "*voormengselmenger*" 'n graad 2-werknemer wat 'n voormengsel voorberei vir produksie deur die afmeting van massas of die afmeting van bestanddele wat in banketgebak of brood gebruik word, en wat bestanddele meng;

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

(89) "*voorspanmotor*" 'n motorvoertuig ontwerp of ingerig om ander voertuig mee te trek en om nie 'n ander vraag as dié wat in die vorm van 'n sleepwa, leunwa of ballas daarop rus, te dra nie en sluit nie 'n trekker in nie;

(90) "*wag*" 'n graad 2-werknemer, uitgesonderd 'n sekuriteitswag, wat een of meer van die volgende pligte verrig:

- (a) Geboue, persele, strukture of ander vaste of roerende eiendom bewaak, beskerm of patroleer;
- (b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel;

(91) "*weegskaalman*" 'n graad 2-werknemer wat mengsels afweeg en in panne of vergaarbakke plaas vir bak- of produksie-doeleindes;

(92) "*week*" met betrekking tot 'n werknemer, die tydperk van sewe dae waarbinne die werkweek van sodanige werknemer gewoonlik val;

(93) "*werktuigkundige se assistent*" 'n graad 4-werknemer, uitgesonderd 'n vakleerling of 'n kwekeling, wat onder leiding en toesig van 'n werktuigkundige laasgenoemde bystaan in die uitvoering van take wat nie die opleiding of bedrewendheid van 'n werktuigkundige vereis nie;

(94) "*wet*" ook die gemene reg;

(95) "*wielbandomruiler*" 'n graad 3-werknemer wat voertuigwielbande omruil en herstel.

(86) "*van*" means any motor vehicle used for the conveyance of bread and or confectionery;

(87) "*van assistant*" means a grade 1 employee who under the supervision of a van salesman, assists in the delivery and unloading of bread and confectionery but does not drive a van himself;

(88) "*van cleaner*" means a grade 1 employee who cleans delivery vehicles;

(89) "*van loader*" means a grade 1 employee who loads bread and/or confectionery into delivery vehicles;

(90) "*van salesman*" means a grade 6 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;
- (b) 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; and
- (c) who is responsible for the cash received from such sale of bread and/or confectionery;

(91) "*wage*" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: 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, but this proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received if he had not been employed on such a basis; and "hourly wage", "daily wage" and "monthly wage" have corresponding meanings;

(92) "*wage clerk*" means a grade 6 employee who checks attendance records, records particulars of employees, prepares wage and time cards, records particulars of annual leave and sick leave and maintains personnel files;

(93) "*watchman*" means a grade 2 employee, other than a security guard, who is engaged in any one or more of the following duties:

- (a) Guarding, protecting or patrolling buildings, premises, structures or other fixed or movable property;
- (b) handling or controlling dogs in the performance of any one or more of the duties referred to in (a);

(94) "*week*" in relation to any employee, means the period of seven days within which the working week of that employee ordinarily falls;

(95) "*welder's assistant*" means a grade 4 employee who assists with various welding duties in the maintenance of machines and buildings.

3. BESOLDIGING

- (1) *Minimum lone*.—(a) Die minimum lone wat 'n werkgewer aan sy werknemers moet betaal, is soos in paragrawe (b), (c) en (d) hieronder bepaal: Met dien verstande dat 'n nuwe werkgewer, soos in klousule 1 (4) omskryf, sodanige lone met hoogstens 10 persent mag verminder gedurende die tydperk van 12 maande wat volg op die datum waarop die eerste 12 maande van sy bestaan in die Brood- en Banketnywerheid verstryk, waarna die minimum lone soos in paragrawe (b), (c) en (d) bepaal word, betaalbaar word en betaal moet word.

3. REMUNERATION

- (1) *Minimum wages*.—(a) The minimum wages which an employer shall pay his employee shall be as specified in paragraphs (b), (c) and (d) hereunder: Provided that a new employer as defined in clause 1 (4), may reduce such wages by not more than 10 per cent during the period of 12 months subsequent to the date after the first 12 months of his operating in the baking and confectionery industry expired, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(b) *Werknemers, uitgesonderd los werknemers en deeltydse werknemers:*

In gebied A dws 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 gebied B dws die landdrosdistrikte Bloemfontein, Hoëveldrif, Klerksdorp, Odendaalsrus, Oos-Londen, Pietermaritzburg, Potchefstroom, Virginia, Welkom en Witbank en die munisipale gebied van Kimberley

In gebied C dws die landdrosdistrikte Balfour, Heidelberg (Tvl), King William's Town, Knysna, Lower Umfolozi, Middeburg (Tvl), Port Shepstone, Queenstown en Umzinto en die munisipale gebiede van Barmerton, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, Eshowe, Glencoe, George, Grahamstad, Greytown, Harding, Harrismith, Kroonstad, Ladysmith, Lichtenburg, Louis Trichardt, Malmesbury, Melmoth, Moorreesburg, Mosselbaai, Mtubatuba, Nelspruit, Newcastle, Oudtshoorn, Phalaborwa, Pietersburg, Potgietersrus, Rustenburg, Standerton, Tzaneen, Upington, Vryheid en Worcester

In gebied D dws 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 (Natal)

	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna	Gedurende die eerste 12 maande nadat hierdie vasstelling in werking getree het	Daarna
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Algemene werker	94,76**	104,42**	87,40**	96,14**	69,46**	76,36**	63,02**	69,46**
Ambagsman	201,48	211,14	185,38	194,12	147,66	154,56	133,86	140,30
Bakker of banketbakker	164,68	174,34	152,26	161,00	125,12	132,02	109,94	116,38
Inspekteur	171,12	180,78	158,24	166,98	125,58	132,48	114,08	120,52
Klerk—								
gedurende die eerste jaar ondervinding	112,24	121,90	103,50	112,24	83,26	90,16	74,52	80,96
gedurende die tweede jaar ondervinding	131,10	140,76	120,98	129,72	97,06	103,96	86,94	93,38
gedurende die derde jaar ondervinding	149,96	159,62	138,00	146,74	109,94	116,84	99,82	106,26
daarna	168,82	178,48	155,94	164,68	123,28	130,18	112,70	119,14
Toonbankbediener—								
gedurende die eerste jaar ondervinding	107,18	116,84	98,90	107,64	81,88	88,78	70,84	77,28
gedurende die tweede jaar ondervinding	117,30	126,96	108,10	116,84	90,16	97,06	77,74	84,18
gedurende die derde jaar ondervinding	126,96	136,62	121,90	130,64	104,88	111,78	84,64	91,08
daarna	136,62	146,28	129,72	138,46	110,86	117,76	91,08	97,52
voormanbakker of voormanbanketbakker	205,16	214,82	190,44	199,18	152,26	159,16	137,08	143,52
Graad 1-werknemer	94,76**	104,42**	87,40**	96,14**	69,46**	76,36**	63,02**	69,46**
Graad 2-werknemer	104,88*	114,54	97,52	106,26	79,58	86,48	73,14	79,58
Graad 3-werknemer	115,00*	124,66	107,64	116,38	89,70	96,60	83,26	89,70
Graad 4-werknemer	125,12*	134,78	117,76	126,50	99,82	106,72	93,38	99,82
Graad 5-werknemer	140,30*	149,96	132,94	141,68	115,00	121,90	108,56	115,00
Graad 6-werknemer	165,14*	174,80	157,78	166,52	139,84	146,74	133,40	139,84
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie	101,20	110,86	95,22	103,96	79,58	86,48	67,52	73,96

* Met dien verstande dat die loon van die werknemer minstens dié sal wees waarop hy ingevolge Vasstelling 436, Brood- en Banketnywerheid, Sekere Gebiede, geregtig was op die datum onmiddellik voor die datum waarop hierdie Vasstelling in werking getree het, plus 'n bedrag soos hieronder aangedui:

In gebied A, R20,51 per week. In gebied B, R18,90 per week. In gebied C, R14,96 per week. In gebied D, R13,52 per week

** Met dien verstande dat die loon van die werknemer gedurende sy eerste ses maande diens altesaam by dieselfde werkgever, met hoogstens 10 persent verminder mag word.

(b) *Employees, excluding casual employees and part-time employees:*

	<i>In area A i.e. 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</i>		<i>In area B i.e. the Magisterial Districts of Bloemfontein, East London, Highveld Ridge, Klerksdorp, Odendaalsrus, Pietermaritzburg, Potchefstroom, Virginia, Welkom and Witbank and the municipal area of Kimberley</i>		<i>In area C i.e. the Magisterial Districts of Balfour, Heidelberg (Tvl), King William's Town, Knysna, Lower Umfolozi, Middeburg (Tvl), Port Shepstone, Queenstown and Umzinto and the municipal areas of Barberton, Bethlehem, Brits, Bronkhorstspuit, Delmas, Ermelo, Eshowe, Glencoe, George, Grahamstown, Greytown, Harding, Harrismith, Kroonstad, Ladysmith, Lichtenburg, Louis Trichardt, Malmesbury, Melmoth, Moorreesburg, Mosselbaai, Mtubatuba, Nelspruit, Newcastle, Oudtshoorn, Phalaborwa, Pietersburg, Potgietersrus, Rustenburg, Standerton, Tzaneen, Upington, Vryheid and Worcester</i>		<i>In area D i.e. 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 (Natal)</i>	
	During the first 12 months after this determination became binding	Thereafter	During the first 12 months after this determination became binding	Thereafter	During the first 12 months after this determination became binding	Thereafter	During the first 12 months after this determination became binding	Thereafter
	R per week	R per week	R per week	R per week	R per week	R per week	R per week	R per week
Artisan	201,48	211,14	185,38	194,12	147,66	154,56	133,86	140,30
Baker or confectioner	164,68	174,34	152,26	161,00	125,12	132,02	109,94	116,38
Clerk—								
during the first year of experience	112,24	121,90	103,50	112,24	83,26	90,16	74,52	80,96
during the second year of experience	131,10	140,76	120,98	129,72	97,06	103,96	86,94	93,38
during the third year of experience	149,96	159,62	138,00	146,74	109,94	116,84	99,82	106,26
thereafter	168,82	178,48	155,94	164,68	123,28	130,18	112,70	119,14
Counterhand—								
during the first year of experience	107,18	116,84	98,90	107,64	81,88	88,78	70,84	77,28
during the second year of experience	117,30	126,96	108,10	116,84	90,16	97,06	77,74	84,18
during the third year of experience	126,96	136,62	121,90	130,64	104,88	111,78	84,64	91,08
thereafter	136,62	146,28	129,72	138,46	110,86	117,76	91,08	97,52
Foreman baker or foreman confectioner	205,16	214,82	190,44	199,18	152,26	159,16	137,08	143,52
General worker	94,76**	104,42**	87,40	96,14**	69,46**	76,36**	63,02**	69,46**
Inspector	171,12	180,78	158,24	166,98	125,58	132,48	114,08	120,52
Grade 1 employee	94,76**	104,42**	87,40**	96,14**	69,46**	76,36**	63,02**	69,46**
Grade 2 employee	104,88*	114,54	97,52	106,26	79,58	86,48	73,14	79,58
Grade 3 employee	115,00*	124,66	107,64	116,38	89,70	96,60	83,26	89,70
Grade 4 employee	125,12*	134,78	117,76	126,50	99,82	106,72	93,38	99,82
Grade 5 employee	140,30*	149,96	132,94	141,68	115,00	121,90	108,56	115,00
Grade 6 employee	165,14*	174,80	157,78	166,52	139,84	146,74	133,40	139,84
Employee not specifically mentioned elsewhere in this clause	101,20	110,86	95,22	103,96	79,58	86,48	67,52	73,96

* Provided that the wage of the employee shall be not less than the wage to which he was entitled in terms of Determination 436, Bread and Confectionery Industry, Certain Areas, on the date immediately preceding the date on which this determination became operative, plus an amount indicated hereunder:
 In area A, R20,51 per week. In area B, R18,90 per week. In area C, R14,96 per week. In area D, R13,52 per week

** Provided that the wage of the employee may be reduced by not more than 10 per cent during the first six months, in the aggregate, of the employee's service with the same employer.

(c) *Los werknemers*.—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n werkgewer 'n los werknemer ten opsigte van elke uur of 'n gedeelte van 'n uur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon voorgeskryf by paragraaf (b) saamgelees met klousule 2 (79) vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 15 persent, of minstens die uurloon of die ekwivalent van die uurloon wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is, betaal. Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking “die gewone werknemer” die werknemer beteken wat die betrokke klas werk in die werkgewer se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(ii) waar die werkgewer van die los werknemer vereis—

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking “uurloon” die uurloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op 'n dag te werk, hy geag word vir vier uur te gewerk het.

(d) *Deeltydse werknemers*.—Behoudens die voorbehoudsbepaling in paragraaf (a), moet 'n deeltydse werknemer minstens 66⅔ persent van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, vir dieselfde klas werk en met dieselfde ondervinding betaal word, met die nodige inagneming van die woordoms krywing van “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 subklousule (1) (d) en klousule 4 (6), moet hy ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), geles 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 werke wat vir hom geld, of minder, gewerk het.

(3) *Differensiële loon*.—Behoudens die voorbehoudsbepaling van subklousule (1) (a), moet 'n werkgewer 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 dié van sy eie klas soos by subklousule (1) voorgeskryf word, ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken teen die hoër tarief, betaal;

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas soos by subklousule (1) voorgeskryf word, ten opsigte van daardie dag aan sodanige werknemer minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het, betaal;

Met dien verstande dat—

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

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

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

(4) *Loonberekening*.—Die uurloon, dagloon en maandloon van 'n werknemer moet ooreenkomstig die woordoms krywings van die uitdrukkings in klousule 2 bereken word.

(c) *Casual employees*.—Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (b) read with clause 2 (41), for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do, plus 15 percent, or not less than the hourly wage or hourly equivalent of the wage actually being paid to the ordinary employee, whichever is the greater amount: Provided that—

(i) for the purposes of this paragraph the expression “the ordinary employee” means the employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest wage for that class of work;

(ii) where the employer requires the casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression “hourly wage” shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, he shall be deemed to have worked for four hours.

(d) *Part time employees*.—Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than 66⅔ per cent of the wage prescribed for an employee in the same area for the same class of work and with the same experience, having due regard to the definition of “experience”.

(2) *Basis of contract*.—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in subclause (1) (d) and 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 or ordinary hours of work applicable to him or less.

(3) *Differential wage*.—Subject to the proviso to subclause (1) (a), 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—

(a) a wage higher than that of his own class is prescribed in subclause (1) shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; 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 not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

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

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

(iii) a driver who on any day sells bread and/or confectionery or canvasses for orders for the sale of bread and/or confectionery or a van 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 a day a wage 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*.—The hourly wage, daily wage and monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

(5) *Fietstoelae.*—'n Werkgewer 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 R3 per week of, as hy 'n los werknemer is, minstens 60 sent per dag betaal.

4. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalings van klousule 6 (5) en (6), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, twee-weekliks of maandeliks in kontant betaal word, of met die toestemming van die werknemer, per tjek, 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 werkgewer 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 verseëelde koevert of houer wees waarop of wat vergesel gaan van 'n staat waarop gemeld word—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat die werknemer gedurende daardie tydperk gewerk het;
- (e) die getal ure wat die werknemer gedurende daardie tyd oor tyd gewerk het;
- (f) die getal ure wat die werknemer op 'n betaalde vakansiedag of 'n Sondag 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 daardeur geraak word;
- (ii) met die skriftelike toestemming van 'n werknemer, die bedrag aan hom verskuldig, deur die werkgewer in sy bouvereniging- of bankrekening gestort kan word wat die voor-noemde staat egter aan hom moet oorhandig;
- (iii) die inligting met betrekking tot paragrawe (d), (e) en (f) nie ten opsigte van 'n werknemer in klousule 5 (7) (a) vermeld, verstrek hoef te word nie.

(2) *Los werknemers.*—'n Werkgewer 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 betaling regstreeks of onregstreeks deur 'n werkgewer van of ten behoeve van 'n werknemer aangeneem word vir die indiensneming of opleiding van daardie werknemer nie.

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

(5) *Huisvesting, etes of rantsoene.*—Behoudens die bepalings van enige ander wet, mag 'n werkgewer nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of enigiemand anders of op enige plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings.*—'n Werkgewer 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 pensioenfonds of vir ledegeld van 'n vakvereniging;

(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 R3,00 per week or, if he is a casual employee, at least 60 cents per day.

4. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 6 (5) and (6), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash, or with the consent of the employee by cheque, 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 during that period;
- (e) the number of overtime hours worked by the employee during that period;
- (f) the number of hours worked by the employee on a paid holiday or on a Sunday 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; and
- (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 on such envelope or container or in such statement in code, which code shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment that is accessible to all employees affected thereby;
- (ii) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer who shall, however, hand to him the aforementioned statement;
- (iii) the information relating to paragraphs (d), (e) and (f) need not be furnished in respect of an employee referred to in clause 5 (7) (a).

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

(3) *Premiums.*—Subject to any other law, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, 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) *Accommodation, meals or rations.*—Subject to any other law, an employer shall not require his employee to accept accommodation, 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 may he make any deductions from his employee's remuneration other than the following—

- (a) With the written consent of the employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union;

- (b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as die toedoen 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 volgens wet of kragtens 'n bevel van 'n bevoegde hof moet of kan aftrek;
- (d) wanneer daar volgens wet van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, 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 en/of rantsoene	3,00	13,00
(iii) Huisvesting, etes en/of rantsoene	4,50	19,50;

- (e) wanneer die gewone werkure 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 handelslapse of 'n tekort aan grondstowwe of verpakkingsmateriaal ontstaan, geskied nie tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
- (iii) geen aftrekking ten opsigte van korttyd geskied nie vir die eerste uur waarin daar nie gewerk word nie weens die wisselvalligheid van die weer of 'n onklaarraking van 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 gegee 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 finansiële instelling, 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 voorgeskiet vir daardie doel deur die Staat of 'n liggaam bedoel in subparagraaf (i) hierbo;
- (g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking van enige bedrag wat die werkgever aan hom geleen of voorgeskiet het: Met dien verstande dat enige aftrekking ter terugbetaling van enige sodanige lening of voorskot hoogstens een derde van die totale besoldiging is wat op die betrokke betaaldag aan die werknemer verskuldig is en met dien verstande voorts dat geen sodanige aftrekking gemaak mag word vir enige tydperk waartydens die werknemer se loon ingevolge paragraaf (e) verminder is nie.

5. WERKURE, GEWONE EN OORTYD-, 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 per week nie, nege en 'n kwart op enige dag;
- (ii) meer as vyf dae per week, agt en 'n half op enige dag;

Met dien verstande dat indien sodanige werknemer die pligte van 'n sekuriteitsskoffoorman, 'n sekuriteitswag of wag ver-

- (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than at the instance 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 by order of any competent court is required or permitted to make;
- (d) whenever an employee is required by law, or when he agrees, to accept accommodation, 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 and/or rations	3,00	13,00
(iii) Accommodation, meals and/or rations	4,50	19,50;

- (e) whenever the ordinary hours of work are reduced because 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 of business or shortage of raw materials or packing material unless the employer gave 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 the vagaries of the weather or 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 gave his employee notice on the previous day that no work would be available;
- (f) with the written consent of an employee, a deduction of any amount which the 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 payment on 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 provided through the instrumentality of such organisation or body wholly or partly from funds advanced for the purpose by the State or a body referred to in subparagraph (i) above;
- (g) with the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to him by the employer: Provided that any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned and provided further that no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e).

5. ORDINARY HOURS OF WORK, 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 a week, nine and a quarter on any day;
- (ii) not more than five days in a week, eight and a half on any day;

Provided that if such employee performs the duties of a security shift supervisor, a security guard or a watchman, he

rig, hy in die geval van subparagraaf (i) hoogstens 12 gewone werkure en in die geval van subparagraaf (ii) hoogstens 10 gewone werkure op enige dag mag werk;

- (b) 'n *deeltydse werknemer*—
 - (i) 25 in 'n week van Maandag tot en met Saterdag; en
 - (ii) behoudens paragraaf (i), vyf op enige dag;
- (c) 'n *sekuriteitsskoffoorman*, 'n *sekuriteitswag* of 'n *wag*—
 - (i) 60 per week van 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 per week werk nie, 12 op enige dag;
 - (ab) meer as vyf dae per week werk, 10 op enige dag;
- (d) 'n *skofwerker* wat uitsluitlik of hoofsaaklik by die vervaardiging van brood en/of banket betrokke is—
 - (i) 46 per week van Sondag tot en met Saterdag; en
 - (ii) behoudens subparagraaf (i), in die geval van 'n werknemer wat normaalweg op—
 - (aa) nie meer as vyf dae per week werk nie, nege en 'n kwart op 'n dag;
 - (ab) meer as vyf dae per week werk, agt op enige dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enigteen van die ander dae tot agt en 'n half verleng kan word:

Met dien verstande dat indien enige van die dae waarop die werknemer werk, 'n Sondag is, hy vir sodanige Sondag 'n bedrag betaal word van minstens dubbel sy loon ten opsigte van die volle tydsduur, insluitende oortyd, wat hy op sodanige dag werk of dubbel sy dagloon, water bedrag ook al die grootste is;
- (e) *enige ander werknemer*—
 - (i) 46 per week van 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 per week werk nie, nege en 'n kwart op 'n dag;
 - (ab) meer as vyf dae per week werk, agt op enige dag, tensy die ure op een dag hoogstens vyf is, in welke geval die ure op enigteen van die ander dae tot agt en 'n half verleng kan word.

(2) *Vry periode*.—'n Werkgewer moet aan elkeen van sy skofwerkers in subklousule (1) (d) bedoel, uitgesonderd 'n los werknemer, een vry periode van minstens 24 agter opeenvolgende ure in elke week toestaan: Met dien verstande dat wanneer daar van hom vereis word of hy toegelaat word om gedurende sy vry periode te werk, die ure so gewerk nie deel van die gewone werkure by subklousule (1) (d) vir sodanige werknemer bepaal, uitmaak nie en hy vir sodanige tydperk ooreenkomstig klousule 8 (3) en (4) vergoed word.

(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—

- (a) 'n werkgewer met sy werknemer onderling en skriftelik ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;
- (b) werktydperke wat onderbreek word deur pouses van minder as een uur, uitgesonderd waar voorbehoudsbepaling (a) of (e) van toepassing is, geag word aaneenlopend te wees;
- (c) as sodanige pouse langer as een uur duur, uitgesonderd waar voorbehoudsbepaling (g) van toepassing is, enige tyd wat een en 'n kwart uur te bowe gaan, geag word werktyd te wees;
- (d) slegs een sodanige pouse gedurende 'n werknemer se gewone werkure op 'n dag nie deel van die gewone werkure mag uitmaak nie;
- (e) wanneer daar vanweë oortydwerk 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 kan word;

may, in the case of subparagraph (i), work not more than 12 ordinary hours of work and, in the case of subparagraph (ii), not more than 10 ordinary hours of work per day;

- (b) a *part-time employee*—
 - (i) 25 in a week from Monday to Saturday; and
 - (ii) subject to subparagraph (i), five on any day;
- (c) a *security shift supervisor*, a *security guard* or a *watchman*—
 - (i) 60 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i), in the case of an employee who normally works on—
 - (aa) not more than five days in a week, 12 on any day;
 - (ab) more than five days in a week, 10 on any day;
- (d) a *shift worker* who is engaged wholly or mainly in the manufacturing of bread and/or confectionery—
 - (i) 46 in any week from Sunday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i), in the case of a shift worker who normally works on—
 - (aa) not more than five days in a week, nine and a quarter on any day;
 - (ab) more than five days in a week, eight on any day, unless the hours on any one day are not more than five, in which case the hours on any one of the other days may be increased to eight and a half:

Provided that if any of the days on which the employee works is a Sunday he shall be paid for such Sunday an amount of not less than double his wage in respect of the total period, including overtime, worked by him on such day or double his daily wage, whichever is the greater;
- (e) *any other employee*—
 - (i) 46 in any week from Monday to Saturday, inclusive; and
 - (ii) subject to subparagraph (i), in the case of an employee who normally works on—
 - (aa) not more than five days a week, nine and a quarter on any day;
 - (ab) more than five days a week, eight on any day, unless the hours on any one day are not more than five, in which case the hours on any one of the other days may be increased to eight and a half.

(2) *Free period*.—An employer shall grant to each of his shift workers referred to in subclause (1) (d), excluding a casual worker, a free period of not less than 24 consecutive hours in each week: Provided that if such shift worker is required or permitted to work during his free period, the hours so worked shall not form part of the ordinary hours of work prescribed for such employee in subclause (1) (d), and he shall be paid for such period in accordance with clause 8 (3) and (4).

(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—

- (a) such interval may be reduced to not less than half an hour by written mutual agreement between an employer and his employee;
- (b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (e) applies, shall be deemed to be continuous;
- (c) if such interval is longer than one hour, except when proviso (g) applies, any period in excess of one and a quarter hours shall be deemed to be working time;
- (d) 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;
- (e) 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;

- (f) 'n drywer of 'n bestelwaverkoopsman 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;
- (g) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik betrokke is by die skoonmaak van persele 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;
- (h) sodanige pouse nie aan 'n skofwerker toegestaan hoef te word nie gedurende sy gewone werkure op enige skof indien aan hom gedurende sodanige ure geleentheid verskaf word om 'n ete te nuttig terwyl hy op sy pos bly, tensy dit verbied word deur enige bepalings van enige wet.
- (4) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalings van subklousule (3) moet alle werkure van 'n werknemer op 'n dag agtereenvolgend wees.
- (5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe in ooreenstemming met 'n ooreenkoms met die werknemer aangaande en sodanige oortyd mag nie meer wees nie as, in die geval van—
- (a) 'n los werknemer, drie uur op 'n dag;
- (b) 'n sekuriteitsskofvoorman, 'n sekuriteitswag of 'n wag, 12 uur in 'n week;
- (c) enige ander klas werknemer, drie uur op 'n dag en 10 uur in 'n week.

Met dien verstande dat—

- (i) hierdie beperking nie op 'n bestelwaverkoopsman, 'n drywer of 'n werknemer wat ondersteuning verskaf of wat 'n motorvoertuig vergesel wat 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt tot by die bestemming aflê van toepassing is nie, as die gewone werkure van sodanige bestelwaverkoopsman, drywer of ander lid van die voertuigpersoneel, tesame met enige oortyd, nie 14 ure op enige dag oorskry nie; en
- (ii) 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.*—(a) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, teen 'n skaal van minstens—
- (i) een en 'n derde maal sy uurloon betaal ten opsigte van die totale tydsduur aldus deur sodanige werknemer gewerk en wat nie tien uur in enige week oorskry nie;
- (ii) een en 'n half maal sy uurloon betaal ten opsigte van die ure deur sodanige werknemer gewerk en wat tien uur per week oorskry.
- (b) 'n Werkgewer moet 'n los werknemer wat oortyd werk, betaal teen 'n skaal van minstens een en 'n derde maal sy uurloon ten opsigte van die tydsduur aldus op enige dag gewerk.
- (7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op 'n werknemer van toepassing nie wat gereeld 'n loon ontvang van minstens—
- (i) R2 000 per maand in die volgende gebiede:
- Kaapprovinsie.*—Die landdrosdistrik Oos-Londen en die munisipale gebied van Kimberley.
- 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.
- Natal.*—Die landdrosdistrik Pietermaritzburg.
- Oranje-Vrystaat.*—Die munisipale gebiede van Bloemfontein, Odendaalsrus, Sasolburg, Virginia en Welkom.
- (ii) R1 850 per maand in die volgende gebiede:
- Kaapprovinsie.*—Die landdrosdistrik Knysna en die munisipale gebiede van George, Grahamstad, King William's Town, Mosselbaai, Oudtshoorn, Queenstown, Upington en Worcester.

- (f) a driver or a van salesman who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval;
- (g) in the case of an employee who is wholly or mainly engaged in cleaning premises, if such interval is longer than three hours any period in excess of three hours shall be deemed to form part of the ordinary hours of work;
- (h) such interval need not be granted to a shift worker during his ordinary hours of work on any shift if he is given the opportunity during such hours of having a meal while at his post, unless this is prohibited in terms of any law.

(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 of overtime.*—An employer shall not require or permit an employee to work overtime otherwise than in terms of an agreement concluded by him with the employee and such overtime shall not exceed, in the case of—

- (a) a casual employee, three hours on any day;
- (b) a security shift supervisor, a security guard and a watchman, 12 hours in any week;
- (c) any other class of employee, three hours on a day and 10 hours in any week:

Provided that—

- (i) this limitation shall not apply in respect of a van salesman, a driver or an employee providing assistance on or accompanying a motor vehicle driven over a distance of more than 480 km in one direction from the point of departure to the destination when the ordinary hours of work of such van salesman, driver or other member of the vehicle staff, together with any overtime worked, shall not exceed 14 hours on any day; and
- (ii) 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.*—(a) An employer shall pay an employee, other than a casual employee, who works overtime, at a rate of not less than—
- (i) one and a third times his hourly wage in respect of the total period not exceeding 10 hours in any week so worked by the employee;
- (ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week so worked by the employee.
- (b) An employer shall pay a casual employee who works overtime at a rate of not less than one and a third times his hourly wage in respect of the period so worked on any day.
- (7) *Savings.*—(a) This clause shall not apply to an employee who is in receipt of a regular wage at a rate of not less than—
- (i) R2 000 per month in the following areas:

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

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.

Natal.—The Magisterial District of Pietermaritzburg.

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

- (ii) R1 850 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.

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

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.

(iii) R1 700 per maand in die oorblywende gebiede in klousule 1 (2) genoem.

- (b) Subklousules (3), (4) en (5) is nie op 'n werknemer van toepassing nie terwyl hy noodwerk verrig.
- (c) Subklousule (3) is nie op 'n bestelwaverkoopsman, bestelwa-assistent, 'n drywer, 'n inspekteur, 'n sekuriteitskoffoorman, 'n sekuriteitswag of 'n wag van toepassing nie: Met dien verstande dat indien sodanige werknemer 'n etenspouse toegestaan is, die tyd in beslag geneem deur sodanige pouse beskou word as tyd wat hy gewerk het.
- (d) Subklousules (3), (4), (5) en (6) is nie op 'n werknemer wat ingevolge 'n ooreenkoms kragtens klousule 9 (2) besoldig word, van toepassing nie.

6. JAARLIKSE VERLOF

(1) Behoudens subklousule (3), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooid tydsperk van 12 maande diens by die werkgewer verlof verleen en die werknemer moet die verlof neem, soos volg—

(a) 'n sekuriteitskoffoorman, 'n sekuriteitswag of 'n wag wie se gewone werkure—

(i) 48 in 'n week oorskry en wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 20 agtereenvolgende werkdag;

(ab) meer as vyf dae per week werk, 24 agtereenvolgende werkdag;

(ii) nie 48 in 'n week oorskry nie en wat gewoonlik op—

(aa) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdag;

(ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdag;

Met dien verstande dat 'n werknemer wat voordat hierdie vasstelling van krag geword het, geregtig geword het op 'n langer tydsperk van jaarlikse verlof as wat in subparagraaf (ii) voorgeskryf word, die reg op sodanige verlof behou terwyl hy by dieselfde werkgewer in diens is;

(b) enige ander werknemer wat gewoonlik op—

(i) nie meer as vyf dae per week werk nie, 15 agtereenvolgende werkdag;

(ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdag.

(2) Die werkgewer moet die werknemer ten opsigte van die verlof by subklousule (1) voorgeskryf, betaal in die geval van 'n werknemer bedoel in—

(a) subklousule (1) (a) (i), 'n bedrag van minstens vier maal,

(b) subklousule (1) (a) (ii) of (1) (b), 'n bedrag van minstens drie maal,

die weekloon wat die werknemer onmiddellik voor die aanvangsdatum van die verlof ontvang het.

(3) Die verlof voorgeskryf by subklousule (1) 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 (4), 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 tydsperk 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 nie later nie as twee maande na die verstryking van genoemde tydsperk van vier maande;

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.

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.

(iii) R1 700 per month in the remaining areas mentioned in clause 1 (2).

- (b) Subclauses (3), (4) and (5) shall not apply to an employee while he is engaged in performing emergency work.
- (c) Subclause (3) shall not apply to a van salesman, a van salesman's assistant, a driver, an inspector, a security shift supervisor, a security guard or a watchman: Provided that if a meal interval is granted to such an employee the time taken up by such interval shall be deemed to be time during which he worked.
- (d) Subclauses (3), (4), (5) and (6) shall not apply to an employee who is remunerated in terms of an agreement under clause 9 (2).

6. ANNUAL LEAVE

(1) Subject to subclause (3), an employer shall, in respect of each completed period of 12 months of employment with the employer, grant to his employee, other than a casual employee, and the employee shall take leave as follows—

(a) a security shift supervisor, a security guard or a watchman whose ordinary hours of work—

(i) exceed 48 in a week and who normally works on—

(aa) not more than five days in a week, 20 consecutive workdays;

(ab) more than five days in a week, 24 consecutive workdays;

(ii) do not exceed 48 in a week and who normally works on—

(aa) not more than five days in a week, 15 consecutive workdays;

(ab) more than five days in a week, 18 consecutive workdays;

Provided that an employee who before this determination became binding had become entitled to a longer period of annual leave, than prescribed in subparagraph (ii) shall retain such leave while employed by the same employer;

(b) any other employee who normally works on—

(i) not more than five days in a week, 15 consecutive workdays;

(ii) more than five days in a week, 18 consecutive workdays.

(2) The employer shall pay to his employee in respect of the leave prescribed in subclause (1), in the case of an employee referred to in—

(a) subclause (1) (a) (i), an amount of not less than four times,

(b) subclause (1) (a) (ii) or (1) (b), an amount of not less than three times,

the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

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

- (a) if such leave has not been granted earlier, it shall, save as provided in subclause (4), 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 (1) of weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b), en wat altesaam hoogstens 15 weke in 'n tydperk van 12 maande beloop;

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

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

(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 diens waarop die jaarlikse verlof betrekking het, van sodanige verloftydperk kan aftrek.

(4) (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 rig 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 (3) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(5) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4), moet nie later nie as op die laaste werkdag voor die aanvangsdatum van die verlof of, op die skriftelike versoek van die werknemer, nie later nie as op die eerste betaaldag na verstryking van die verlof, betaal word.

(6) 'n Werknemer wie se diens gedurende enige dienstertmyn van 12 maande eindig voordat die verloftydperk voorgeskryf by subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet hy sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig is, vir elke voltooide maand van sodanige dienstertmyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n werknemer is subklousule (1) (a) (i) bedoel, een derde en

(b) in die geval van 'n werknemer in subklousule (1) (a) (ii) of (1) (b) bedoel, een vierde

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgewer ten opsigte van enige tydperk van verlof wat aan 'n werknemer ingevolge voorbehoud (c) van subklousule (3) toegestaan is, 'n eweredige bedrag kan aftrek;

(ii) 'n werknemer wat sy diens verlaat sonder om kennis te gee en die kennisgewingstertmyn wat by klousule 13 voorgeskryf word, uit te dien, geregtig sal wees om betaling ingevolge hierdie subklousule te eis slegs ten opsigte van daardie opgeloopte verlofgeld bo die bedrag wat hy in plaas van diensopsegging aan sy werkgewer moet betaal, tensy—

(aa) die werkgewer van sodanige kennisgewing afgesien het of tensy die werknemer sy werkgewer by diensbeëindiging of voor diensbeëindiging betaal het in plaas daarvan om aldus kennis te gee; of

(ab) hy by versuim om sodanige kennis te gee of gedurende die tydperk te werk, hy binne sy wetlike regte gehandel het.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3) (c) en (4), en wie se diens eindig voordat sodanige verlof verleen en geneem is, moet, met inagneming van subklousule (8), by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen en geneem was.

(8) By die toepassing van hierdie klousule—

(a) is die weekloon van 'n werknemer wat stukwerk of kommissiewerk verrig, op enige datum sy gemiddelde weeklikse besoldiging vir die vorige 13 weke of, indien 'n korter tydperk gewerk is, vir die getal voltooide weke aldus gewerk;

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

(i) any period of sick leave in terms of clause 7 (1) or with absence from work owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b), amounting in the aggregate in any period of 12 months to not more than 15 weeks;

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

(iii) any period during which the employee is 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 employment to which the annual leave relates.

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

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

(b) Subclause (3) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(5) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay-day after the expiration of the leave.

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

(a) subclause (1) (a) (i), one third, and

(b) subclause (1) (a) (ii) or (1) (b), one fourth;

of the weekly wage he was receiving immediately before the date of such termination of employment: Provided that—

(i) an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee in terms of proviso (c) to subclause (3);

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 13, shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

(aa) the employer has waived such notice or the employee has paid the employer upon termination or prior to termination of employment in lieu of notice; or

(ab) in failing to give and serve such notice the employee was acting within his legal rights.

(7) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclauses (3) (c) and (4), and whose employment terminates before such leave has been granted and been taken shall, with due regard to subclause (8), upon such termination be paid the amount he would have received in respect of the leave if the leave had been granted to and been taken by him as at the date of the termination of employment.

(8) For the purposes of this clause—

(a) the weekly wage at any date of an employee who is engaged on piecework or commission work is his average weekly remuneration for the preceding 13 weeks or, if a lesser period has been worked, for the number of completed weeks so worked;

(b) word die uitdrukking "diens" en "dienstermyn" geag die volgende te omvat:

- (i) Enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer of 'n werknemer 'n werkgewer ingevolge klousule 13 betaal in plaas van kennis te gee;
 - (ii) enige tydperk wat 'n werknemer afwesig is—
 - (aa) met verlof ingevolge hierdie klousule;
 - (ab) met siekteverlof ingevolge klousule 7 (1) of as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b);
 - (ac) op las of versoek van sy werkgewer;
 - (ad) met die toestemming of kondonering van sy werkgewer;
 - (ae) om enige rede wat nie 'n verbreking van die dienskontrak is nie;
- en wel tot 'n totaal, in enige 12 maande, van hoogstens 15 weke; en

- (iii) enige tydperk wat 'n werknemer van sy werk afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop 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—

- (aa) in die geval van 'n werknemer wat, voordat hierdie vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;
- (ab) in die geval van 'n werknemer wat, voordat hierdie vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (ac) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie vasstelling bindend geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

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

- (a) in die geval van 'n werknemer wat gewoonlik op nie meer as vyf dae per week werk nie, minstens 30 werkdade, en
- (b) in die geval van enige ander werknemer, minstens 36 werkdade,

gedurende elke tydkring 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 tydkring van 36 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as in die geval van 'n werknemer wat nie op meer as vyf dae per week werk 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) indien 'n werknemer gedurende die eerste 36 agtereenvolgende maande diens weens ongeskiktheid afwesig is vir langer as die getal dae betaalde siekteverlof waarop hy kragtens subparagraaf (i) geregtig is, is sy werkgewer nie op daardie tydstip verplig om hom vir sodanige langer siekteverlof wat geneem is, te betaal nie. Die werkgewer moet egter by versteking van die eerste kringloop van 36 maande, indien hy dit nie reeds gedoen het nie, aan die werknemer op daardie tydstip 'n bedrag uitbetaal wat nie minder mag wees nie as 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling reeds gemaak en die werknemer se loon vir die volle tydperk van ongeskiktheid tot 'n maksimum van 30 tot 36 werkdade, na gelang van die geval. Sodanige uitbetaling moet geskied teen 'n koers van nie minder nie as die werknemer se loon

(b) the expressions "employment" and "period of employment" shall be deemed to include the following:

- (i) Any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 13;
- (ii) any period amounting in the aggregate in any period of 12 months, to not more than 15 weeks during which an employee is absent—
 - (aa) on leave in terms of this clause;
 - (ab) on sick leave in terms of clause 7 (1) or owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b);
 - (ac) at the instance of his employer;
 - (ad) with the consent or condonation of his employer;
 - (ae) for any other reason not being in breach of the contract of employment; and
- (iii) any period during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim as employment in any one period of 12 months' employment, more than four months of such service;

and employment shall be deemed to commence—

- (aa) in the case of an employee who, before this determination became binding, had become entitled to a period of annual leave in terms of any law, on the date on which he last became entitled to leave under that law;
- (ab) in the case of an employee who, before this determination became binding, was in employment and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (ac) in the case of any other employee, on the date on which such employee entered his employer's service or on the date on which this determination became binding, whichever is the later.

7. SICK LEAVE

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

- (a) In the case of an employee who normally works on not more than five days in a week, not less than 30 workdays, and
- (b) in the case of any other employee, not less than 36 workdays,

during each cycle of 36 consecutive months of employment with him, and he shall pay the employee in respect of any period of absence in terms of this subclause not less than the wage he would have received if he had worked during such period: Provided that—

- (i) in the first cycle of 36 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works on not more than five days in a week, one workday in respect of each completed period of five weeks of employment and, in the case of any other employee, one workday in respect of each completed month of employment;
- (ii) if in the first cycle of 36 consecutive months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he is entitled to at the time in terms of subparagraph (i), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken. However, if he has not previously done so the employer shall at the end of the first cycle of 36 months of employment pay to the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wage for the full period of his incapacity, up to a maximum of 30 workdays or 36 workdays, as the case may be. Such compensation shall be effected at a rate of not less than the employee's wage at the

en tye van die aanvang van sy ongeskiktheid: Met dien verstande verder dat indien die werknemer se dienskontrak voor die verstrekking van sodanige eerste kringloop eindig, hy daarop geregtig is om betaling van sy werkgever te eis van 'n bedrag gelyk aan die verskil tussen die siekteverlofbetaling wat hy alreeds ontvang het en sy loon vir die volle tydperk van sy ongeskiktheid, maar teen 'n tarief nie hoër nie as sy loon vir een werkdag vir elke voltooide tydperk van vyf weke diens, in die geval van 'n werknemer wat gewoonlik op nie meer as vyf dae per week werk nie en een werkdag vir een maand diens, in die geval van enige ander werknemer, en by die toepassing van hierdie voorbehoud beteken die uitdrukking "loon" die loon wat die werknemer ten tye van die aanvang van sy ongeskiktheid ontvang het;

- (iii) wanneer 'n werkgever 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 13 weke wat die aanvang van sy siekteverlof voorafgaan of indien 'n korter tydperk gewerk is, vir die aantal voltooide weke wat gewerk is.

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

- (a) vir langer as twee agtereenvolgende werkdade, of
- (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag, 'n betaalde vakansiedag of sy vry periode,

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, indien 'n werknemer by twee of meer geleenthede besoldiging ingevolge hierdie klousule gedurende enige tydperk van agt weke ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever in die daaropvolgende agt weke van hom mag vereis om so 'n sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.

(3) By die toepassing van hierdie klousule—

- (a) word die uitdrukking "diens" geag te omvat—
 - (i) enige tydperk wat 'n werknemer afwesig is—
 - (aa) met verlof ingevolge klousule 6;
 - (ab) met die toedoen van sy werkgever;
 - (ac) met siekteverlof ingevolge subklousule (1) of weens ongeskiktheid weens omstandighede uiteengesit in subklousule (4);
 - (ad) met die toestemming of kondonering van sy werkgever;
 - (ae) om enige ander rede as die verbreking van sy dienskontrak,
- van altesaam hoogstens 30 weke in enige tydkring van 36 maande;
- (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 werkgever onmiddellik voor die datum waarop hierdie vasstelling van krag geword het en alle siekteverlof wat met volle besoldiging aan so 'n werknemer gedurende sodanige tydperk toegestaan is, word 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 enige sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeval of vergoedingspligtige siekte waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet 30 van 1941) betaalbaar is, slegs as ongeskiktheid beskou word gedurende enige tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

commencement of his incapacity: Provided further that where the contract of employment terminates before the end of such first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and his wage for the full period of his incapacity, but not at a rate of more than one workday's wage for each completed period of five weeks of employment, in the case of an employee who normally worked on not more than five days in a week, and one workday's wage for each completed month of employment, in the case of any other employee, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his incapacity;

- (iii) where an employer is by any law required to pay fees for medical or hospital treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in terms of this clause in respect of absence owing to incapacity;
- (iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work or commission work shall be at the rate of the employee's average remuneration for the 13 weeks preceding the commencement of his sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.

(2) An employer may, as a suspensive condition 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 workdays; or
- (b) on the workday immediately preceding or the workday immediately succeeding a Sunday, a paid holiday or his free period,

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

(3) For the purposes of this clause the expression—

- (a) "employment" shall be deemed to include—
 - (i) any period during which an employee is absent—
 - (aa) on leave in terms of clause 6;
 - (ab) at the instance of his employer;
 - (ac) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in subclause (4);
 - (ad) with the consent or condonation of his employer;
 - (ae) for any reason not being in breach of the contract of employment,
- amounting in the aggregate, to not more than 30 weeks in any cycle of 36 months;
- (ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment, in any period of 12 months' employment, more than four months of such service;
 - (iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding, and all sick leave on full pay granted to such employee during such period shall be deemed to have been granted under this determination;
 - (b) "incapacity" means inability to work owing to any sickness or injury, other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941), shall be regarded as incapacity only 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 werkgewer bydraes wat minstens gelykstaande is met dié van die werknemer, betaal aan 'n fonds of organisasie deur die werknemer benoem, welke fonds of organisasie die werknemer waarborg om in die geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, altesaam minstens die ekwivalent van sy loon vir enige tydperk van siekteverlof ingevolge subklousule (1) aan die werknemer te betaal;
- (b) ten opsigte van 'n tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan daar kragtens 'n ander wet van die werkgewer vereis word om die werknemer minstens sy volle loon te betaal.

8. BETAALDE VAKANSIEDAE, SONDAE EN VRY PERIODES

- (1) *Vergoeding vir werk op 'n betaalde vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n betaalde vakansiedag werk nie en sodanige dag op 'n dag val wat vir hom andersins 'n gewone werkdag is, moet sy werkgewer hom ten opsigte van daardie dag 'n bedrag wat nie minder as sy dagloon is nie, betaal.
- (b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n betaalde vakansiedag werk, moet sy werkgewer hom ten opsigte van daardie dag betaal—
 - (i) 'n bedrag bereken teen 'n koers van minstens dubbel sy loon ten opsigte van die volle tydskuur wat hy op sodanige dag werk of dubbel sy dagloon, watter bedrag ook al die grootste is; of
 - (ii) 'n bedrag bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op daardie dag werk en aan hom binne sewe dae na daardie dag, een dag verlof toestaan en ten opsigte van sodanige verlof 'n bedrag wat nie minder as sy dagloon is nie, betaal.
- (2) *Vergoeding vir werk op 'n Sondag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n skofwerker in klousule 5 (1) (d) bedoel of 'n los werknemer, op 'n Sondag werk en sodanige dag is ook 'n betaalde vakansiedag moet sy werkgewer hom vergoed op die grondslag by subklousule (1) (b), neergelê.
- (b) Wanneer 'n werknemer, uitgesonderd 'n skofwerker in klousule 5 (1) (d) bedoel of 'n los werknemer, op 'n Sondag werk wat nie 'n betaalde vakansiedag is nie, moet sy werkgewer hom—
 - (i) indien hy hoogstens vier uur werk, 'n bedrag minstens gelyk aan sy dagloon betaal; of
 - (ii) indien hy langer as vier uur werk, 'n bedrag betaal, bereken teen 'n koers van nie minder nie as dubbel sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter bedrag ook al die grootste is; of
 - (iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy op sodanige Sondag werk en aan hom binne sewe dae na daardie Sondag, een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag wat nie minder as sy dagloon is nie, betaal.
- (3) *Vergoeding vir werk gedurende vry periode.*—(a) Wanneer 'n skofwerker in klousule 5 (1) (d) bedoel gedurende sy vry periode werk en sodanige dag is ook 'n betaalde vakansiedag moet sy werkgewer hom vergoed op die grondslag by subklousule (1) (b) neergelê.
- (b) Wanneer 'n skofwerker in klousule 5 (1) (d) bedoel gedurende sy vry periode werk op 'n dag wat nie 'n betaalde vakansiedag is nie, moet 'n werkgewer hom—
 - (i) indien hy hoogstens vier uur werk, 'n bedrag minstens gelyk aan sy dagloon betaal; of
 - (ii) indien hy langer as vier uur werk, 'n bedrag betaal, bereken teen 'n koers van nie minder nie as dubbel sy uurloon ten opsigte van die volle tydskuur wat hy gedurende sy vry periode werk of 'n bedrag gelyk aan minstens dubbel sy dagloon, watter bedrag ook al die grootste is; of

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

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

8. PAID HOLIDAYS, SUNDAYS AND FREE PERIODS

- (1) *Compensation for work on a paid holiday.*—(a) Whenever an employee, other than a casual employee, does not work on a paid holiday and such day falls on a day which otherwise is an ordinary workday for the employee, his employer shall pay him in respect of that day an amount equal to at least his daily wage.
- (b) Whenever an employee, other than a casual employee, works on a paid holiday his employer shall pay him in respect of that day—
 - (i) an amount calculated at a rate of not less than double his wage in respect of the total period worked by him on such day, or double his daily wage, whichever is the greater; or
 - (ii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on that day, and grant to him, within seven days of such day, one day's leave and pay him in respect of such leave an amount of not less than his daily wage.
- (2) *Compensation for work on a Sunday.*—(a) Whenever an employee, other than a shift worker referred to in clause 5 (1) (d) or a casual employee, works on a Sunday and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in subclause (1) (b).
- (b) Whenever an employee, other than a shift worker referred to in clause 5 (1) (d) or a casual employee, works on a Sunday which is not also a paid holiday, his employer shall pay him—
 - (i) if he works for not more than four hours, an amount equal to at least his daily wage; or
 - (ii) if he works for longer than four hours, an amount calculated at a rate of not less than double his hourly wage in respect of the total period worked by him on such Sunday, or an amount of not less than double his daily wage, whichever is the greater; or
 - (iii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him on such Sunday and grant to him, within seven days of such Sunday, one day's leave and pay him in respect of such leave an amount of not less than his daily wage.
- (3) *Compensation for work during free periods.*—(a) Whenever a shift worker referred to in clause 5 (1) (d) works during his free period and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in subclause (1) (b).
- (b) Whenever a shift worker referred to in clause 5 (1) (d) works during his free period on a day which is not also a paid holiday, his employer shall pay him—
 - (i) if he works for not more than four hours, an amount equal to at least his daily wage; or
 - (ii) if he works for longer than four hours, an amount calculated at a rate of not less than double his hourly wage in respect of the total period worked by him during his free period or an amount of not less than double his daily wage, whichever amount is the greater; or

- (iii) 'n bedrag betaal bereken teen 'n koers van minstens een en 'n derde maal sy uurloon ten opsigte van die volle tydskuur wat hy gedurende sy vry periode werk en aan hom binne sewe dae na so 'n vry periode een dag verlof toestaan en ten opsigte van sodanige verlof hom 'n bedrag wat nie minder as sy dagloon is nie, betaal.

(4) Wanneer 'n werknemer vir 'n tydperk werk wat—

- (a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag of gedeeltelik gedurende sy vry periode val; of
(b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of
(c) gedeeltelik op 'n Sondag of gedeeltelik gedurende sy vry periode en gedeeltelik op 'n gewone werkdag val,

moet dit by die toepassing van hierdie klousule geag word dat die hele tydperk wat hy werk op dié dag val waarop die grootste gedeelte van die tyd wat hy werk, val.

(5) *Vergoeding aan 'n los werknemer vir werk op 'n betaalde vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n betaalde vakansiedag of 'n Sondag werk, moet sy werkgever hom ten opsigte van die volle tydskuur wat hy op sodanige dag werk, 'n bedrag betaal, bereken teen 'n koers van dubbel die voorgeskrewe uurloon vir, of dubbel die laagste werklike uurloon van, 'n werknemer in dieselfde gebied wat vir hom dieselfde klas werk as wat van die los werknemer vereis word, verrig, watter bedrag ook al die grootste is: Met dien verstande dat waar die werkgever van 'n los werknemer vereis—

- (a) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon vir 'n gekwalifiseerde werknemer van daardie klas beteken, soos bereken ingevolge klousule 3 (4);
(b) om vir 'n tydskuur van minder as vier uur op 'n dag te werk dit geag word dat hy vier uur gewerk het.

(6) *Betaling.*—Die vergoeding 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.

(7) *Voorbehoudsbepaling.*—Subklousules (1) (b), (2) en (3) is nie van toepassing nie op 'n werknemer in klousule 5 (7) (a) vermeld.

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*—(a) 'n Werkgever kan wanneer hy 'n werknemer in diens neem of indien die werknemer reeds in diens is, nadat hy hom minstens een week kennis gegee het, enige stukwerkstelsel invoer en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen minstens die loon in klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervering voorgeskryf, plus die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, 'n los werknemer, vir elke dag waarop stukwerk verrig word, minstens die bedrag betaal 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 tariewe in paragraaf (a) beoel, 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 mag nie van 'n werknemer vereis of hom toelaat om werk uitsluitlik op 'n stukwerkgrondslag te verrig nie. Enige bedrag wat ingevolge paragraaf (a) aan 'n werknemer betaalbaar is, is apart van en bykomend tot sy loon en dit mag nie minder wees nie as die loon wat in klousule 3 (1) vir 'n werknemer van dieselfde klas en met dieselfde ondervinding voorgeskryf word.

(d) '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 wat volgens sodanige stelsel werk, minstens een maand kennis van sodanige voorneme 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

- (iii) an amount calculated at a rate of not less than one and a third times his hourly wage in respect of the total period worked by him during his free period and grant to him, within seven days of such free period one day's leave and pay him in respect of such leave an amount of not less than his daily wage.

(4) Whenever an employee works for a period which falls—

- (a) partly on a paid holiday and partly on a Sunday or partly during his free period; or
(b) partly on a paid holiday and partly on an ordinary workday; or
(c) partly on a Sunday or partly during his free period and partly on an ordinary workday,

he shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.

(5) *Compensation to a casual employee for work on a paid holiday or a Sunday.*—Whenever a casual employee works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of double the hourly wage prescribed for, or double the lowest hourly wage actually being paid to, an employee who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—

- (a) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage for a qualified employee of that class as calculated in terms of clause 3 (4);
(b) to work for a period of less than four hours on such day, he shall be deemed to have worked for four hours.

(6) *Payment.*—The remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him not later than the pay-day immediately after the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4 (2).

(7) *Savings.*—Subclauses (1) (b), (2) and (3) shall not apply to an employee referred to in clause 5 (7) (a).

9. PIECE-WORK AND COMMISSION WORK

(1) *Piece-work.*—(a) An employer may when engaging an employee, or after at least one week's notice if the employee is already in his employ, 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, not less than the wage prescribed in clause 3 (1) for an employee of the same class and experience, plus the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay a casual employee, in respect of each day on which piece-work is performed, not less than the amount which the employer would have been required to pay such employee for that day if he had been remunerated on the basis of time worked.

(b) An employer shall keep posted up in a conspicuous place in his establishment a schedule reflecting the wage and rates referred to in paragraph (a) or he may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself, or on his behalf, setting out the said particulars.

(c) An employer shall not require or permit an employee to undertake any work for him solely on the basis of piece-work. Any amount payable to an employee in terms of paragraph (a) shall be aside from and in addition to his wage, which shall not be less than the wage prescribed in clause 3 (1) for an employee of the same class and experience.

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

gee nie, en met dien verstande voorts dat 'n werkgewer nie aan 'n los werknemer kennis hoef te gee van sy voorneme om 'n stukwerkstelsel in te stel, te kanselleer of te wysig nie.

- (2) *Kommissiewerk.*—(a) 'n Werknemer wat volgens 'n ooreenkoms met sy werkgewer kommissiewerk op 'n gereelde grondslag onderneem, moet voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n ware afskrif van die ooreenkoms of 'n verklaring waarin die bepalings van die ooreenkoms uiteengesit word en wat die volgende moet insluit—
- (i) die loon aan die werknemer betaalbaar, wat nie minder as die loon voorgeskryf by klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervinding mag wees nie, 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 tipe, beskrywing, getal, hoeveelheid of waarde van verkope of bestellings (individueel, weekliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar;
 - (iv) die dag waarop die kommissie wat die werknemer voor die beëindiging van die dienskontrak verdien het, betaal moet word: Met dien verstande dat sodanige betaaldag nie later nie as die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is; en
 - (v) waar van toepassing die gebied waarin daar van die werknemer vereis word of hy toegelaat word om te werk.
- (b) Behoudens klousule 4 (6), moet 'n werkgewer sy werknemer minstens die loon en kommissietarief waaroor hulle ooreengekom het, betaal.
- (c) Die werknemer se loon en kommissie moet betaal word op die dag wat bepaal is in die ooreenkoms bedoel in paragraaf (a), en die bepalings van klousule 4 (1) is nie op sodanige betaling van toepassing nie.
- (d) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissiegrondslag te onderneem nie. Enige bedrag wat aan 'n werknemer as kommissie betaal moet word ingevolge 'n ooreenkoms wat ingevolge paragraaf (a) aangegaan is, is apart en bykomend tot die loon daarin voorgeskryf.
- (e) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te stel of oor 'n wysiging daarvan te onderhandel, moet skriftelik kennis van sodanige voorneme gee en die termyn van sodanige kennisgewing mag nie korter wees nie as, of mag nie saamval nie met dié wat by klousule 13 vir die beëindiging van die dienskontrak van sodanige werker vereis word.

10. GETALSVIRHOUDING

(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 banketbakkersassistent in diens neem nie tensy hy 'n toesighouer of 'n voormanbanketbakker in diens het en hy mag hoogstens ses banketbakkersassistenten vir elke toesighouer van voormanbanketbakker en ses vir elke 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 toesighouer, 'n voormanbakker of 'n voormanbanketbakker verrig, vir sodanige skof as 'n toesighouer, '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 afsonderlik van toepassing in elke bedryfsinrigting en subklousules (1) en (2) is van toepassing op elke skof in 'n bedryfsinrigting waarin meer as een skof op 'n dag gewerk word: Met dien verstande dat by die toepassing van hierdie klousule 'n toesighouer, 'n voormanbakker of 'n voormanbanketbakker wat

that an employer shall not be required to 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 employee who by agreement with his employer undertakes commission work on a regular basis shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—
- (i) the wage payable to the employee, which shall be not less than the wage prescribed in clause 3 (1) for an employee of the same class and experience, the rate of the commission and the conditions of entitlement thereto;
 - (ii) the day of the week or month on which commission earned is due and payable;
 - (iii) the type, description, number, quantity or value of sales or orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept;
 - (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 workday of the month succeeding the month during which employment was terminated; and
 - (v) where applicable the area in which the employee is required or permitted to work.
- (b) Save as provided in clause 4 (6), the employer shall pay his employee not less than the wage and rate of commission agreed upon between them.
- (c) The employee's wage and commission shall be paid on the day stipulated in the agreement referred to in paragraph (a), and the provisions of clause 4 (1) shall not apply in respect of such payment.
- (d) An employer shall not require or permit an employee to undertake any work for him on the basis of commission 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 stipulated therein.
- (e) An employer or an employee who intends to cancel or to negotiate for an alteration of an agreement in regard to commission work, shall give written notice of such intention, and the period of such notice shall be not less than or run concurrently with 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 confectioner's assistant unless he has in his employ a supervisor or a foreman confectioner, and shall employ not more than six confectioner's assistants for each supervisor or foreman confectioner and six for each 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 supervisor, a foreman baker or a foreman confectioner, may for such shift be deemed to be a supervisor, 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 subclauses (1) and (2) shall apply to each shift in an establishment in which more than one shift is worked on any day: Provided that for the purposes of this clause a supervisor, a foreman baker or a fore-

vir minstens vier uur op 'n dag met enige skof werk, geag kan word met die skof vir die volle duur van die skof se werk vir daardie dag te gewerk het.

11. VERBOD OP INDIENSNEMING

'n Werkgewer mag nie—

- (1) iemand onder die ouderdom van 15 jaar in diens neem nie;
- (2) 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.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet enige uniform, oorpak, rubberstewels, pet of ander beskermende klere wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf of wat sy werknemer ingevolge enige wet verplig is om te dra, gratis verskaf en in 'n bruikbare en skoon toestand hou, en sodanige kledingstukke mag nie van die werkgewer se perseel verwyder word nie behalwe vir skoonmaak, herstel of vervanging of waar vanweë die aard van die werknemer se pligte dit noodsaaklik is dat hy die kledingstukke ook weg van die werkgewer se perseel af moet dra.

(2) 'n Werkgewer op wie subklousule (1) nie van toepassing is nie maar wat sy werknemer nogtans van beskermende klere voorsien, moet dit gratis verskaf en in 'n bruikbare en skoon toestand hou.

(3) Enige beskermende klere wat gratis aan 'n werknemer voorsien is, bly die eiendom van die werkgewer.

13. BEÏNDIGING VAN DIENSKONTRAK

(1) Ondanks klousule 3 (2) moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig—

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

vooraf kennis van die beëindiging van die kontrak gee, wat skriftelik gedoen moet word, uitgesonderd in die geval van 'n werknemer wat nie kan skryf nie, 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 tye van sodanige diensbeëindiging ontvang;
- (ii) een week kennisgewing, minstens die weekloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang;

Met dien verstande dat—

- (aa) die reg van die werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;
- (ab) 'n skriftelike ooreenkoms tussen die werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (ac) die werking van 'n verbeuring of boete wat volgens wet van toepassing is op 'n werknemer wat dros,

nie hierdeur geraak word nie: Met dien verstande voorts dat betaling in plaas van kennisgewing nie toegelaat mag word nie gedurende 'n werknemer se afwesigheid—

- (i) met verlof ingevolge klousule 6;
- (ii) met siekteverlof ingevolge klousule 7;
- (iii) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b)

vir altesaam hoogstens 15 weke in enige tydperk van 12 maande;

- (iv) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgewer skriftelik daartoe instem:

Met dien verstande voorts 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".

man 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. PROHIBITION OF EMPLOYMENT

An employer shall not—

- (1) employ any person under the age of 15 years;
- (2) require or permit any pregnant employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots, cap or other protective clothing which he is required by law to provide to his employee or which his employee is required by law to wear and such apparel shall not be removed from the premises of the employer except for cleaning, repair or replacement or where, owing to the nature of his duties, it is necessary for the employee to wear such apparel also when away from the premises of the employer.

(2) An employer to whom subclause (1) does not apply but who nevertheless provides his employee with protective clothing shall supply and maintain it in good and clean condition free of charge.

(3) Any protective clothing which has been provided free of charge to an employee shall remain the property of the employer.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Notwithstanding clause 3 (2), 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 workday's notice;
- (b) after the first four weeks of employment, not less than one week's notice

of termination of the contract, which shall be in writing except when given by an employee who is unable to 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 workday'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 the employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ab) any written agreement between the employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (ac) the operation of any forfeiture or penalty which by law may be applicable in respect of an employee who deserts;

Provided further that payment in lieu of notice shall not be permitted during the absence of an employee—

- (i) on leave in terms of clause 6;
- (ii) on sick leave in terms of clause 7;
- (iii) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b),

amounting in the aggregate to not more than 15 weeks in a period of 12 months;

- (iv) on military service, except where an employee otherwise requests and his employer agrees thereto in writing:

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

(3) Die kennisgewing by subklousule (1) voorgeskryf, moet op 'n werkdag geskied: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en die kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid—

- (a) met verlof ingevolge klousule 6;
- (b) met siekteverlof ingevolge klousule 7 (1);
- (c) weens ongeskiktheid in die omstandighede uiteengesit in klousule 7 (4) (a) of (b)

vir altesaam hoogstens 15 weke in enige tydperk van 12 maande;

- (d) vir militêre diens, behalwe waar die werknemer anders versoek en die werkgever skriftelik daartoe instem.

(4) Ondanks andersluidende bepalings in hierdie vasstelling, waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en die vereiste tydperk uit te dien of sonder om sy werkgever te betaal in plaas van kennis te gee, mag sy werkgever uit enige geld wat hy sodanige werknemer uit hoofde van enige bepalings van hierdie vasstelling skuld, hom 'n bedrag toeëien van hoogstens dit wat die werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie geld nie waar die werkgever van die vereiste kennisgewingstermyn afgesien het of die werknemer by versuim om kennis te gee en die kennisgewingstermyn uit te dien, binne sy wettlike regte gehandel het.

14. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros 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,,
wat as werkgever in die Brood- en Banketnywerheid sake doen te
verklaar hierby dat, Identiteitsnommer,
in my diens was van die dag van 19 tot die
dag van 19 as (*)
By diensbeëindiging was hierdie werknemer se loon R

*Handetekening van werkgever of gemagtigde
verteenwoordiger*

Datum

* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. graad I-werknemer, produksieklerk, versendingstoe-sighouer, ens.

15. 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 (i) tot en met (vi) van subklousule (3) (a) maak, en sodanige inskrywings, in die teenwoordigheid van 'n persoon wat deur die werknemer aangewys is, onderteken.

(2) Where there is an agreement in terms of proviso (ab) to sub-clause (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 the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

- (a) on leave in terms of clause 6;
- (b) on sick leave in terms of clause 7 (1);
- (c) owing to incapacity in the circumstances set out in clause 7 (4) (a) or (b),

amounting in the aggregate to not more than 15 weeks in a period of 12 months;

- (d) on military service, except where an employee otherwise requests and his employer agrees thereto in writing.

(4) Notwithstanding anything to the contrary contained in this determination, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that this subclause shall not apply where the employer has waived the required period of notice or if in failing to give and serve the notice the employee was acting within his legal rights.

14. CERTIFICATE OF SERVICE

Except where an employee deserts 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, stating the full names of the employer and of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

I,,
carrying on business in the Bread and Confectionery Industry at,
hereby certify that, Identity No.,
was employed by me from the day of 19
to the day of 19
as (*)
At the termination of employment this employee's wage was R

Signature of employer or authorised representative

Date

* State class in which the employee was wholly or mainly engaged, e.g. grade I employee, production clerk, despatch supervisor, etc.

15. ATTENDANCE REGISTER

(1) An 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 such employee is unable to write his employer shall on his behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi), inclusive, of subclause (3) (a) and, in the presence of a person nominated by the employee, sign such entries.

BYWONINGSREGISTER

(Naam van werknemer)

(Klas van werknemer)

Datum en dag van week		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 werkgewer as werknemer afwesig is; rede daarvoor (moet deur werkgewer 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																	
7																	
8																	
9																	
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30																	
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 employer)									
Date and day of week		Entries to be made by employee										Remarks (if any)							
Year.....	Month.....	Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector		
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week						
1																			
2																			
3																			
4																			
5																			
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Note.—Under heading “Off” and “On” in column referring to “Intervals off work”, insert time when interval 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 whole of the interval.

(2) 'n Werkgewer kan in plaas van 'n bywoningsregister, 'n half-outomatiese tydregistreerder met die nodige kaarte wat sover doenlik onderstaande vorm moet hê, beskikbaar stel en elkeen van sy werknemers van so 'n kaart met die naam en nommer van die werknemer asook die datum van die einde van die week waarvoor die kaart gebruik moet word, voorsien.

Nr 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..

(3) Tensy hy deur onvermydelike oorsaak verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy gewerk het en wel op dié dag—

- in ink of inktlood in sodanige bywoningsregister bedoel in subklousule (1) aanteken:
 - Die dag van die week;
 - die tyd waarop hy begin werk het;
 - die tyd waarop alle etens- en ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
 - die tyd waarop werk vir die dag beëindig is;
 - die tyd waarop oortyd gewerk vir die dag begin en beëindig is;
 - die totale aantal ure gewerk vir die dag; en
 - sy handtekening;
- in 'n bedryfsinrigting waar 'n halfoutomatiese tydregistreerder voorsien word; 'n inskrywing maak deur middel van die registreerder op 'n kaart wat ingevolge subklousule (2) voorsien is en wat die volgende moet toon:
 - Die tyd waarop hy begin werk het;
 - die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en
 - die tyd waarop werk vir die dag beëindig is.

(4) 'n Werkgewer moet die bywoningsregister in subklousule (1) bedoel, of die kaarte in subklousule (2) bedoel, 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 wat uit hoofde van klousule 5 (7) (a) van die werkurebepalings uitgesluit word, en
- 'n drywer, 'n bestelwaverkoopsman of 'n ander werknemer wat as sodanig die drywer of bestelwaverkoopsman vergesel.

16. LOGBOEK

(1) 'n Werkgewer moet sy drywer of bestelwaverkoopsman voorsien van 'n logboek wat so na as moontlik die volgende vorm het:

DAAGLIKSE LOG

Naam van die werkgewer
Naam van drywer/bestelwaverkoopsman
Datum
Registrasienommer van voertuig
Tyd waarop werk begin word
Tyd waarop werk beëindig word
Aantal ure gewerk

(2) 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 of his employees such a card indicating the name and number of the employee and the date of the end of the week in respect of which it 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..

(3) Unless prevented from doing so by unavoidable cause, an employee shall in respect of each day worked by him and on that day—

- record the following in ink or indelible pencil in the attendance register referred to in subclause (1):
 - The day of the week;
 - the time he commenced work;
 - the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
 - the time of finishing work for the day;
 - the time of commencement and termination of overtime worked for the day;
 - the total number of hours worked for the day; and
 - his signature;
- in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of subclause (2) to show the following:
 - The time he commenced work;
 - the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
 - the time of finishing work for the day.

(4) An employer shall retain the attendance register referred to in subclause (1), or the cards referred to in subclause (2), 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 who is excluded from the hours of work provisions by virtue of clause 5 (7) (a);
- a driver, a van salesman or another employee accompanying such driver or van salesman.

16. 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/van salesman
Date
Registration number of vehicle
Time of starting work
Time of finishing work
Number of hours worked

Etenspouse van tot
 Besonderhede van 'n ongeluk of vertraging

 Naam(Name) van werknemer(s) wat drywer/bestelwaverkoopsman
 vergesel

Meal interval from to
 Particulars of any accident or delay

 Name(s) of employee(s) accompanying driver

Handtekening van drywer/
 bestelwaverkoopsman

Signature of driver/
 van salesman

Datum

Date

(2) Elke drywer of bestelwaverkoopsman moet in die logboek be-
 doel 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
 werk waarop dit betrekking het, 'n kopie daarvan aan sy werkgever
 lewer en die werkgever moet sodanige kopie vir 'n tydperk van
 minstens drie jaar na sodanige lewering bewaar.

(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 work
 to which it relates deliver a copy thereof to his employer, and the
 employer shall retain such copy for a period of at least three years
 after such delivery.

(*Kennisgewing.*—Kragtens artikel 18 van die Loon-
 wet, 1957, vervang die Loonvasstelling in die bo-
 staande Bylae Loonvasstelling 436, gepubliseer by
 Goewermentskennisgewing R. 1840 van 24 Augustus
 1984, soos gewysig by Goewermentskennisgewings
 R. 2532 van 23 November 1984 en R. 802 van 16 April
 1987.)

(*Note.*—In terms of section 18 of the Wage Act,
 1957, the Wage Determination in the above Schedule
 supersedes Wage Determination 436, published under
 Government Notice R. 1840 of 24 August 1984, as
 amended by Government Notices R. 2532 of 23
 November 1984 and R. 802 of 16 April 1987.)

INHOUD				CONTENTS			
No.		Bladsy No.	Staats- koerant No.	No.		Page No.	Gazette No.
GOEWERMENTSKENNISGEWING				GOVERNMENT NOTICE			
Mannekrag, Departement van				Manpower, Department of			
<i>Goewermentskennisgewing</i>				<i>Government Notice</i>			
R2501	Loonwet (1957): Loonvasstelling 465: Brood- en Banketnywer- heid, Sekere Gebiede	1	12185	R.2501	Wage Act (1957): Wage Determination 465: Bread and Confectionery Industry, Certain Areas . .	1	12185

