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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1932.] [25 November 1960.

WAGE ACT, No. 5 VAN 1957.

WAGE DETERMINATION No. 215.

BREAD AND CONFECTIONERY INDUSTRY, KIMBERLEY.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Bread and Confectionery Industry and has fixed the 19th day of December, 1960, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply to all employees in the Bread and Confectionery Industry in the municipal area of Kimberley and to the employers of such employees.

2. DEFINITIONS.

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

- (i) "artisan" means an employee, other than a baker or confectioner, who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section *six* of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section *two* (7) or section *seven* (3) of the said Act;
- (ii) "automatic oven" means any travelling, tunnel or similarly shaped oven in which articles are baked while travelling on a conveyor belt at a speed and in a temperature so regulated that the articles emerge from the oven fully baked; (xxxvii)
- (iii) "baker" means an employee who—

- (a) has had not less than four years' experience in the making of bread, or
- (b) has served his apprenticeship in the Baking and Confectionery (Smalls) Trade in terms of the Apprenticeship Act, 1944,

who is engaged in any activity in the making of bread and who supervises employees performing the following operations—

- (i) knocking back dough;
- (ii) mixing ingredients or making dough;
- (iii) scaling, moulding, plaiting or shaping loaves;
- (iv) putting loaves into or removing them from ovens;
- (v) regulating the temperature of ovens; (iv)

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1932.] [25 November 1960.

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 215.

BROOD- EN BANKETNYWERHEID, KIMBERLEY.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Brood- en Banketnywerheid gemaak het en die 19de dag van Desember 1960 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN OMVANG VAN DIE VASSTELLING.

Hierdie Vasstelling is van toepassing op alle werknemers in die Brood- en Banketnywerheid in die munisipale gebied Kimberley en op die werkgewers van sodanige werknemers.

2. WOORDOMSKRYWING.

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

- (i) „algemene werksman” ’n werknemer wat kleinere herstelwerk of verstellings doen aan masjinerie of toerusting, uitgesonderd masjiene of toerusting wat regstreeks by die vervaardiging van die produkte van ’n bedryfsinrigting gebruik word, en wat ook kleinere herstelwerk of opknappings aan geboue kan doen; (xxx)
- (ii) „ambagsman” ’n werknemer, uitgesonderd ’n bakker of banketbakker, wat werk doen wat in die reël deur ’n geskoolde ambagsman verrig word en by die toepassing van hierdie woordoms krywing beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in ’n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is, of geag word aangewys te wees, of wat in besit is van ’n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel *ses* van die Wet op Opleiding van Ambagsmanne, 1951, of ’n sertifikaat deur bedoelde Registrateur aan hom uitgereik ingevolge *of* artikel *twee* (7) *of* artikel *sewe* (3) van gemelde Wet; (i)
- (iii) „arbeider” ’n werknemer wat een of meer van die volgende pligte of werksaamhede verrig—
 - (a) houtkiste uit reeds voorbereide duie aanmeekaarsit of reeds voorbereide kartondose of veselborddose met die hand oprig;
 - (b) ’n ambagsman bystaan deur artikels of gereedskap vas te hou of op ’n ander manier met hom saam te werk sonder om selfstandig die gereedskap te gebruik;
 - (c) die produkte van ’n bedryfsinrigting, houters, materiaal, werktuie of ander artikels dra, oplig of opstapel;

- (iv) "baker's assistant" means an employee, other than a grade I employee, who, under the supervision of a foreman baker or a baker, performs any one or more of the operations mentioned in items (ii) to (v), inclusive, in the definition of "baker": Provided that an employee who performs none of the said operations except putting loaves into, or removing them from an automatic oven may be deemed not to be a baker's assistant; (v)
- (v) "boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler; (xx)
- (vi) "bread", without limiting its ordinary meaning, includes buns, rolls and fancy bread; (xv)
- (vii) "Bread and Confectionery Industry" means the industry in which employers and employees are associated in an establishment which is registered or liable for registration under the Factories, Machinery and Building Work Act, 1941, for the purpose of making or manufacturing bread or confectionery or both for sale, and includes the distribution, by such employers, of bread or confectionery or both, and further includes all operations incidental to or consequent on any of the aforesaid activities; (xvi)
- (viii) "casual employee" means an employee who is employed by the same employer on not more than three days in any week; (xxvii)
- (ix) "clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier and a telephone operator, but does not include a foreman or inspector or any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's work; (xxi)
- (x) "clerk, female, qualified," means a female clerk who has had not less than four years' experience; (xxiv)
- (xi) "clerk, female, unqualified," means a female clerk who has had less than four years' experience; (xxv)
- (xii) "clerk, male, qualified," means a male clerk who has had not less than five years' experience; (xxii)
- (xiii) "clerk, male, unqualified," means a male clerk who has had less than five years' experience; (xxiii)
- (xiv) "confectioner" means an employee who—
 (a) has had not less than four years' experience in the making of confectionery, or
 (b) has served his apprenticeship in the Confectionery Trade in terms of the Apprenticeship Act, 1944,
 who is engaged in the making of confectionery and who supervises employees engaged in performing any one or more of the following operations—
 (i) weighing, measuring or mixing ingredients used in the making of confectionery;
 (ii) scaling mixtures and placing these in pans or other receptacles for cooking or baking;
 (iii) putting confectionery into or taking it out of ovens;
 (iv) icing, filling or finishing confectionery;
 (v) regulating the temperatures of ovens; (vii)
- (xv) "confectioner's assistant" means an employee, other than a grade I employee, who, under the supervision of a foreman confectioner or a confectioner, is engaged in—
 (i) operating any machine used in the making of confectionery; or
 (ii) performing any one or more of the operations mentioned in items (i) to (v), inclusive, in the definition of "confectioner"; (viii)
- (xvi) "confectionery," without limiting its ordinary meaning, includes rolls, kitkes, cakes, pastries, rusks, pasties, pies, sausage rolls, scones and yeast-raised goods, other than bread, but does not include wafers, ice-cream wafers and cones, dog and puppy biscuits, pretzel sticks and matzos; (vi)
- (xvii) "cost of living allowance" means the cost of living allowance payable in terms of any law: Provided that if an employer regularly pays an employee a higher cost of living allowance than that prescribed, it means such higher allowance; (xxviii)
- (xviii) "counterhand" means an employee engaged in selling bread or confectionery over the counter in an establishment and who may receive cash for goods sold; (xli)
- (xix) "counterhand, female, qualified," means a female counterhand who has had not less than four years' experience; (xliv)
- (xx) "counterhand, female, unqualified," means a female counterhand who has had less than four years' experience; (xlv)
- (d) diere, persele, masjiene, meubels, gereedskap of voertuie skoonmaak;
- (e) nente skoonmaak, kraak, maal of sorteer;
- (f) vrugte skoonmaak of van pitte ontdoen;
- (g) eiers kraak, maar nie die wit van die eiers van die geel skei nie;
- (h) vleis met die hand sny of 'n vleismeul bedien;
- (i) deeg in vultregters gooi;
- (j) petroltenks of verkoelers van motorvoertuie volmaak, bande oppomp of voertuie met behulp van 'n handhystoestel of domkrag oplog of laat sak;
- (k) draborde, panne, kiste, blikke, werktuie, vlam-pype, skoorstene of roetkaste smeer, skoonmaak of vir gebruik gereedmaak;
- (l) brood, kaste of blikke etiketteer;
- (m) latrines, buitegeboue of Naturellekampongs wit;
- (n) laai of aflaai;
- (o) tee of dergelike drankte vir die werknemers of die werk-gewer maak of hulle daarmee bedien;
- (p) vuur maak, stook of uithaal of as verwyder;
- (q) diere of dierevoertuie oppas;
- (r) sakke of kiste oop- of toemaak;
- (s) artikels van gelyke grootte en aantal in houters verpak wat spesiaal ontwerp is om hulle te bevat;
- (t) die produkte van 'n bedryfsinrigting ter opberging of ter aflewering aan 'n verpakker in die bedryfs-inrigting op draborde of soortgelyke houters pak;
- (u) verf van bestelwaens op 'n ander manier as met 'n blaaslamp verwyder;
- (v) meel in 'n sifmasjien gooi;
- (w) brood of banket was of verf;
- (x) uniforms, oorpakke of ander beskermende klere was; (xxxii)
- (iv) „bakker” 'n werknemer wat—
 (a) minstens vier jaar ondervinding van die maak van brood gehad het, of
 (b) ooreenkomstig die Wet op Vakleerlinge, 1944, sy leertyd in die Bak- en Banketbedryf (Klein Artikels) deurgemaak het,
 wat enige werk in verband met die maak van brood verrig en wat toesig hou oor werknemers wat ondergenoemde werksaamhede verrig—
 (i) deeg terugslaan;
 (ii) bestanddele meng of deeg maak;
 (iii) brode weeg, vorm, vleg of fatsoeneer;
 (iv) brode in oonde steek of daaruit haal;
 (v) die temperatuur van oonde reël; (iii)
- (v) „bakkersassistent” 'n werknemer, uitgesonderd 'n graad I-werknemer, wat onder die toesig van 'n voormanbakker of 'n bakker een of meer van die werksaamhede verrig wat in punte (ii) tot en met (v) in die woordomskrif van „bakker” genoem word: Met dien verstande dat 'n werknemer wat geeneen van die genoemde werksaamhede verrig behalwe dat hy brood in 'n outomatiese oond plaas of daaruit haal nie 'n bakkersassistent geag moet word nie; (iv)
- (vi) „banket”, sonder om die gewone betekenis daarvan te beperk, omvat ook rolle, kitkes, koeke, soetgebak, beskuit, pastei, vleispastei, worsrolletjies, botterbroodjies en goedere wat met suurdeeg gemaak word, uitgesonderd brood, maar omvat nie wafels, roomys-wafels en keëls, honde- en jonghondebeskuit, pretzelstokkies en matzos nie; (xvi)
- (vii) „banketbakker” 'n werknemer wat—
 (a) minstens vier jaar ondervinding van die maak van banket gehad het, of
 (b) sy leertyd ingevolge die Wet op Vakleerlinge, 1944, in die Banketbedryf deurgemaak het,
 wat banket maak en toesig hou oor werknemers wat een of meer van ondergenoemde werksaamhede verrig—
 (i) bestanddele wat in die maak van banket gebruik word, weeg, afmeet of meng;
 (ii) mengsels weeg en in panne of ander houters plaas om dit te kook of te bak;
 (iii) banket in oonde plaas of daaruit haal;
 (iv) banket versier, vul of afwerk;
 (v) die temperatuur van oonde reël; (xiv)
- (viii) „banketbakkersassistent” 'n werknemer, uitgesonderd 'n graad I-werknemer, wat onder die toesig van 'n voormanbanketbakker of 'n banketbakker—
 (i) enige masjien bedien wat in die maak van banket gebruik word, of
 (ii) een of meer van die werksaamhede verrig wat in punte (i) tot en met (v) in die woordomskrif van „banketbakker” genoem word; (xv)
- (ix) „bedryfsinrigting” 'n perseel waarop of in verband waarmee een of meer werknemers in die Brood- en Banketnywerheid in diens is; (xxv)

- (xxi) "counterhand, male, qualified," means a male counterhand who has had not less than five years' experience; (xlii)
- (xxii) "counterhand, male, unqualified," means a male counterhand who has had less than five years' experience; (xliii)
- (xxiii) "delivery employee" means an employee who is engaged in delivering bread, confectionery, letters or other articles or messages from an establishment otherwise than by means of a motor vehicle and who may collect cash in the case of c.o.d. sales and accept written orders but who does not sell bread or confectionery or canvass for orders; (x)
- (xxiv) "emergency work" means any work which, owing to an unforeseen circumstance such as a fire, storm, accident, epidemic, act of violence or theft, must be done without delay and any work connected with the loading or unloading of trucks or vehicles of the South African Railways and Harbours; (xxxiv)
- (xxv) "establishment" means any premises on or in connection with which one or more employees are employed in the Bread and Confectionery Industry; (ix)
- (xxvi) "experience" means—
- (a) in connection with a clerk or a counterhand, the total period or periods of employment which an employee has had as a clerk or counterhand, respectively, in any trade whatsoever or in the service of the State;
- (b) in connection with any other employee, the total period or periods of employment which such employee has had in the making of bread or confectionery, as the case may be, in the Bread and Confectionery Industry; (xxxvi)
- (xxvii) "foreman baker" means a baker who is in control of a shift engaged in making bread; (xlviii)
- (xxviii) "foreman confectioner" means a confectioner who is in control of a shift engaged in making confectionery; (xlix)
- (xxix) "grade I employee" means an employee who is engaged in any one or more of the following duties or operations—
- (a) cooking meat or vegetables;
- (b) counting loaves or confectionery under the supervision of a packer or packer's assistant;
- (c) cutting cake mixtures into shapes by means of a template;
- (d) cutting buns for creaming;
- (e) docking or notching;
- (f) greasing machinery under supervision;
- (g) knocking back dough by machine;
- (h) labelling or wrapping parcels;
- (i) loading pans in final prover;
- (j) operating hand bun-divider or hand pie-machine;
- (k) operating hand filling-machine;
- (l) putting pans containing dough into, or removing pans containing bread from an automatic oven;
- (m) receiving dough from moulding machine and placing it into pans;
- (n) repairing or ironing uniforms, overalls or other protective clothing;
- (o) separating whites of eggs from yolks;
- (p) sieving flour by mechanical means;
- (q) tipping dough by mechanical means;
- (r) weighing to a set scale or measuring to a set measure;
- (s) wrapping labels round pies, wrapping individual products or sealing such wrapped products;
- (t) changing wheels or tyres or repairing punctures or cleaning, polishing, greasing, oiling or spraying delivery vans;
- (u) knocking out small dents in the bodies of motor vehicles or smoothing surfaces by filing prior to painting;
- (v) rubbing down damaged areas on bodies of motor vehicles with water paper prior to painting or polishing such areas after painting;
- (w) repairing delivery bicycles, inclusive of mending punctures, replacing spokes or aligning wheels; (xviii)
- (xxx) "handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment used directly in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings; (i)
- (xxxi) "inspector" means an employee who is engaged in supervising the work of two or more vanmen; (xix)
- (xxxii) "labourer" means an employee who is engaged in any one or more of the following duties or operations—
- (a) assembling wooden boxes from ready-prepared shooks or setting up by hand ready-made cardboard or fibre board boxes;
- (b) assisting an artisan by holding articles or tools or otherwise working with him without using the tools independently;
- (x) „besteller” ’n werknemer wat brood, banket, briewe of ander artikels of boodskappe van ’n bedryfsinrigting op ’n ander manier as per motorvoertuig aflewer en wat in die geval van k.b.a.-verkope kontant kan invorder en skriftelike bestellings kan aanneem maar wat nie brood of banket verkoop of bestellings werf nie; (xxiii)
- (xi) „bestelwa” ’n dierevoertuig of ’n kragaangedrewe voertuig van watter aard ookal wat vir die vervoer van brood of banket gebruik word; (xlvii)
- (xii) „bestelwabediende” ’n werknemer—
- (a) wat in die beheer van ’n bestelwa op ’n ronde is; of
- (b) wat brood of banket uit ’n bestelwa verkoop of bestellings vir brood of banket werf; en
- (c) wat aanspreeklik is vir die kontant wat uit hoofde van sodanige verkoop van brood of banket ontvang word,
- en wat brood of banket uit ’n bestelwa kan aflewer en die bestelwa kan bestuur; (xlviii)
- (xiii) „bestelwabediende se assistent” ’n werknemer wat onder die toesig van ’n bestelwabediende brood of banket uit ’n bestelwa aflewer of verkoop maar wat nie die bestelwa bestuur nie; (xlix)
- (xiv) „bestuurder” ’n werknemer wat deur sy werkgever belas is met die algemene—
- (a) toesig oor,
- (b) verantwoordelikheid vir en
- (c) leiding van
- die bedrywighede van ’n bedryfsinrigting en die werknemers wat daarin werk; (xxxiv)
- (xv) „brood” sonder om die gewone betekenis daarvan te beperk, omvat bolletjies, rolle en luuksebrood; (vi)
- (xvi) „Brood- en Banketnywerheid” die nywerheid waarin werkgewers en werknemers geassosieer is in bedryfsinrigtings, wat geregistreer is of aan registrasie kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, onderworpe is, vir die doel om brood of banket of albei vir verkoop te maak of te vervaardig, en dit omvat die verspreiding deur sulke werkgewers van brood of banket of albei en verder omvat dit alle werksaamhede wat daarby behoort of uit enigiens van die voornoemde werksaamhede voortvloei; (vii)
- (xvii) „eie gewig” die gewig van ’n motorvoertuig of sleepwa soos aangegee in ’n lisensie of sertifikaat ten opsigte van so ’n voertuig of sleepwa uitgereik deur ’n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van ’n twee- of driewielige motorfiets, bromponie of bromfiets of van ’n trapfiets met hulpmotor die eie gewig geag word hoogstens 1,000 lb. te wees; (xlv)
- (xviii) „graad I-werknemer” ’n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—
- (a) vleis of groente kook;
- (b) brood of banket onder toesig van ’n verpakker of verpakkersassistent tel;
- (c) koekdeeg met ’n koekvorm sny;
- (d) bolletjies vir die aanbring van room oopsny;
- (e) perforering of inkeping;
- (f) masjinerie onder toesig smeer;
- (g) deeg met ’n masjien terugslaai;
- (h) pakkette toedraai of etiketteer;
- (i) panne in die laaste rysmasjien plaas;
- (j) ’n handbolletjieverdelers- of handpasteimasjien bedien;
- (k) ’n handvulmasjien bedien;
- (l) panne wat deeg bevat in ’n outomatiese oond plaas of panne met brood daaruit haal;
- (m) deeg uit die vormmasjien haal en in panne plaas;
- (n) uniforms, oorpakke of ander beskermende klere heelmaak of stryk;
- (o) die wit en geel van eiers skei;
- (p) meel meganies sif;
- (q) deeg meganies uit kantel;
- (r) op ’n gestelde weegskaal weeg of na ’n vaste maat meet;
- (s) etikette om pasteie draai, produkte individueel toedraai of sodanige toegedraaide produkte verseël;
- (t) wiele of buitebande omruil of lekplekke in bande heelmaak of bestelwaens skoonmaak, opvryf, smeer, olie of bespuit;
- (u) klein duikies in die bak van ’n motorvoertuig uitklop of ’n oppervlakte glad vyl voordat dit geveer word;
- (v) die beskadigde oppervlakte van ’n motorvoertuig se bak met waterpapier glad skuur voordat dit geveer word of opvryf nadat dit geveer is;
- (w) bestelfiets herstel, waarby ingegrepe die heelmaak van lekplekke, vervang van speke of die spoor van wiele; (xxix)
- (xix) „inspekteur” ’n werknemer wat oor die werk van twee of meer bestelwabediendes toesig hou; (xxx)

- (c) carrying, lifting or stacking the products of an establishment, containers, materials, utensils or other articles;
- (d) cleaning animals, premises, machines, furniture, tools or vehicles;
- (e) cleaning, cracking, grinding or sorting nuts;
- (f) cleaning or stoning fruit;
- (g) cracking eggs, but not separating the white of the eggs from the yolks;
- (h) cutting meat by hand or operating a mincing machine;
- (i) feeding dough into hoppers;
- (j) filling motor vehicle petrol tanks or radiators, inflating tyres or raising or lowering vehicles by means of a hand hoist or jack;
- (k) greasing, cleaning or preparing for use trays, pans, boxes, tins, utensils, flues, smoke stacks or soot boxes;
- (l) labelling loaves, boxes or tins;
- (m) lime-washing latrines, outbuildings or Native compounds;
- (n) loading or unloading;
- (o) making tea or similar beverages for, or serving tea or similar beverages to, employees or the employer;
- (p) making, maintaining or drawing fires or removing ashes;
- (q) minding animals or animal-drawn vehicles;
- (r) opening or closing bags or boxes;
- (s) packing articles of uniform size and number into containers specially designed to contain them;
- (t) packing the products of an establishment into trays or similar containers for storage or delivery to a packer in the establishment;
- (u) removing paint from vans in any other way than by means of a blowlamp;
- (v) tipping flour into a mechanical sieve;
- (w) washing or painting loaves or confectionery;
- (x) washing uniforms, overalls or other protective clothing; (iii)
- (xxxiii) "law" includes the common law; (lii)
- (xxxiv) "manager" means an employee who is charged by his employer with the overall—
(a) supervision over,
(b) responsibility for, and
(c) direction of,
the activities of an establishment and the employees employed therein; (xiv)
- (xxxv) "military training" means the continuous training which an employee is required to undergo in terms of section *twenty-one* (1), read with sub-sections (1) and (2) of section *twenty-two*, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act nor any other training or service for which he volunteers or which he elects to undergo; (xxxi)
- (xxxvi) "motor driver" means an employee who, by means of a motor vehicle driven by himself, is engaged in delivering bread, confectionery, letters or other articles or messages from an establishment and who may collect cash in the case of c.o.d. sales and accept written orders but who does not sell bread or confectionery or canvass for orders; (xxxii)
- (xxxvii) "motor vehicle" means any power-driven vehicle used for conveying goods and includes a mechanical horse and a tractor; (xxxiii)
- (xxxviii) "packer" means an employee who is in charge of the receiving, checking, assembling or packing of bread or confectionery for despatch or delivery from an establishment, including the weighing or addressing of packages (xvi)
- (xxxix) "packer's assistant" means an employee, other than a labourer, who, under the supervision of a packer, is engaged in receiving, checking, assembling or packing bread or confectionery for despatch or delivery or weighing or addressing packages; (xlvii)
- (xl) "piece-work" means any system under which an employee's remuneration is based on the quantity of work done; (xi)
- (xli) "senior managerial, professional or administrative employee" means an employee who is charged by his employer with work entailing responsibility for taking decisions of a professional or administrative character in the conduct of the activities of an establishment; (xxxviii)
- (xlii) "shift" means the employees who work together in making bread or confectionery in an establishment during any number of hours which, except for meal intervals, are consecutive; (xxxix)
- (xliii) "short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, a shortage of raw materials or a breakdown of plant or machinery or an actual or threatened breakdown of buildings; (xxvi)
- (xx) „ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en die stoomdruk in 'n stoomketel instandhou en wat die vuur in so 'n stoomketel kan maak of stook of daar uithaal; (v)
- (xxi) „klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat ook 'n kassier en 'n telefonis, maar nie 'n voorman of inspekteur of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ook al vorm klerklike werk 'n deel van so 'n werknemer se werk; (ix)
- (xxii) „klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding; (xii)
- (xxiii) „klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding; (xiii)
- (xxiv) „klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding; (x)
- (xxv) „klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding; (xi)
- (xxvi) „korttyd" 'n tydelike vermindering van die getal gewone werkure te wyte aan 'n slapte in die bedryf, 'n tekort aan grondstowwe of die feit dat die masjinerie of installasie uit orde is of dat die geboue onbruikbaar is of dreig om dit te word; (xliii)
- (xxvii) „los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is; (viii)
- (xxviii) „lewenskostetoelae" die lewenskostetoelae wat ingevolge enige wet betaalbaar is: Met dien verstande dat, indien 'n werkgever 'n werknemer gereeld 'n hoër lewenskostetoelae betaal as wat voorgeskryf is, dit sodanige hoër toelae beteken; (xvii)
- (xxix) „loon" die geldbedrag aan 'n werknemer ingevolge klousule 3 (1) betaalbaar vir sy gewone werkure soos voorgeskryf by klousule 5: Met dien verstande dat, as 'n werkgever sy werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 3 (1) voorgeskryf word, dit dié hoër bedrag beteken; (1)
- (xxx) „magasynman" 'n werknemer wat verantwoordelik is vir die ontvangs, berging of uitreiking van artikels of materiaal wat in 'n bedryfsinrigting vir die maak van brood of banket gebruik word; (xlv)
- (xxxi) „militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel *een-en-twintig* (1), gelees met subartikels (1) en (2) van artikel *twee-en-twintig*, van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel *drie-en-twintig* van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie; (xxxv)
- (xxxii) „motorbestuurder" 'n werknemer wat met 'n motorvoertuig wat hy self bestuur, die brood, banket, briewe of ander artikels of boodskappe van 'n bedryfsinrigting aflewer en wat in die geval van k.b.a.-verkope kontant kan invorder en skriftelike bestellings kan aanneem maar wat nie brood of banket verkoop of bestellings werf nie; (xxxvi)
- (xxxiii) „motorvoertuig" 'n kragaangetrewe voertuig wat vir die vervoer van goedere gebruik word en omvat ook 'n voorhaker en 'n trekker; (xxxvii)
- (xxxiv) „noodwerk" alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, geweldadig of diefstal sonder versuim gedoen moet word en alle werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; (xxiv)
- (xxxv) „onderbestuurder" 'n werknemer wat deur sy werkgever belas is met—
(a) die toesig oor, en
(b) die verantwoordelik vir die leiding van,
die werksaamhede van 'n departement of afdeling of seksie van 'n bedryfsinrigting en die werknemers wat daarin werk; (xlv)
- (xxxvi) „ondervinding"—
(a) met betrekking tot 'n klerk of toonbankbediende, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n klerk of as 'n toonbankbediende in watter bedryf ook al of in diens van die Staat werksaam was;
(b) met betrekking tot enige ander werknemer, die totale tydperk of tydperke wat sodanige werknemer in die maak van brood of banket, na gelang van die geval, in die Brood- of Banketnywerheid werksaam was; (xxvi)
- (xxxvii) „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 dié artikels klaar gebak uit die oond kom; (ii)
- (xxxviii) „senior besturende, professionele of administratiewe werknemer" 'n werknemer wat deur die werkgever belas is met werk wat die verantwoordelikheid meebring om by die uitvoering van die bedryfsinrigting se werksaamhede besluite van professionele of administratiewe aard te neem; (xlii)

- (xlv) "storeman" means an employee who is responsible for receiving, storing or issuing articles or materials used in an establishment for making bread or confectionery; (xxx)
- (xlv) "sub-manager" means an employee who is charged by his employer with—
 (a) the supervision over, and
 (b) the responsibility for the direction of, the activities of a department or division or section of an establishment and the employees employed therein; (xxxv)
- (xlv) "unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.; (xvii)
- (xlvii) "van" means any animal-drawn vehicle or any power-driven vehicle whatsoever used for conveying bread or confectionery; (xi)
- (xlviii) "vanman" means an employee—
 (a) who is in charge of a van on a round; or
 (b) who sells bread or confectionery from a van or canvasses for orders for bread or confectionery; and
 (c) who is responsible for the cash received from such sale of bread or confectionery; and who may deliver bread or confectionery from a van and drive the van; (xii)
- (xlix) "vanman's assistant" means an employee who, under the supervision of a vanman, is engaged in delivering or selling bread or confectionery from a van, but who does not drive the van; (xiii)
- (i) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work a higher amount than that prescribed in clause 3 (1), it means such higher amount; (xxix)
- (ii) "watchman" means an employee who is engaged in guarding premises or other property; (i)
- (lii) "work day", except in connection with a watchman, means any day, other than a Sunday or a public holiday, on which an employee normally works. (ii)

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

3. REMUNERATION.

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

(a) Employees other than casual employees.	Per Week.
	£ s. d.
Artisan.....	8 12 6
Baker.....	7 10 0
Baker's assistant—	
during first three months of experience.....	2 10 0
thereafter.....	3 5 0
Boiler attendant.....	2 3 0
Clerk, counterhand, female—	
qualified.....	5 1 6
unqualified—	
during the first year of experience.....	3 0 0
during the second year of experience.....	3 10 5
during the third year of experience.....	4 0 7
during the fourth year of experience.....	4 11 2
Clerk, counterhand, male—	
qualified.....	6 18 6
unqualified—	
during the first year of experience.....	3 4 7
during the second year of experience.....	3 18 6
during the third year of experience.....	4 12 4
during the fourth year of experience.....	5 6 2
during the fifth year of experience.....	6 0 0
Confectioner.....	7 10 0
Confectioner's assistant—	
during the first three months of experience.....	2 10 0
thereafter.....	3 5 0

- (xxxix) „skof" die werknemers wat saam werk om brood of banket in 'n bedryfsinrigting te maak gedurende enige getal ure wat, afgesien van die etenspouses, aaneenlopend is; (xlii)
- (xl) „stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging op die hoeveelheid gedane werk gebaseer is; (xl)
- (xli) „toonbankbediende" 'n werknemer wat in 'n bedryfsinrigting brood of banket oor die toonbank verkoop en wat vir die verkoopte goedere kontant kan ontvang; (xviii)
- (xlii) „toonbankbediende, man, gekwalifiseer," 'n manlike toonbankbediende met minstens vyf jaar ondervinding; (xxi)
- (xliii) „toonbankbediende, man, ongekwalifiseer," 'n manlike toonbankbediende met minder as vyf jaar ondervinding; (xxii)
- (xliv) „toonbankbediende, vrou, gekwalifiseer," 'n vroulike toonbankbediende met minstens vier jaar ondervinding; (xix)
- (xlv) „toonbankbediende, vrou, ongekwalifiseer," 'n vroulike toonbankbediende met minder as vier jaar ondervinding; (xx)
- (xlv) „verpakker" 'n werknemer wat beheer het oor die ontvang, nagaan, versamel of verpak van brood of banket ter versending of aflewering uit 'n bedryfsinrigting, met inbegrip van die weeg of adresseer van pakkette; (xxxviii)
- (xlvii) „verpakkersassistent" 'n werknemer, uitgesonderd 'n arbeider, wat onder die toesig van 'n verpakker brood of banket ontvang, nagaan, versamel of verpak ter versending of aflewering of wat pakkette weeg of adresseer; (xxxix)
- (xlviii) „voormanbakker" 'n bakker wat in beheer is van 'n skof wat brood maak; (xxvii)
- (xlix) „voormanbanketbakker" 'n banketbakker wat in beheer is van 'n skof wat banket maak; (xxviii)
- (i) „wag" 'n werknemer wat persele of ander eiendom bewaak; (li)
- (ii) „werkdag", behalwe met betrekking tot 'n wag, enige dag, uitgesonderd 'n Sondag of openbare vakansiedag, waarop 'n werknemer gewoonlik werk; (lii)
- (lii) „wet" ook die gemene reg. (xxxiii)
- (2) By die toepassing van hierdie Vasstelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitend of hoofsaaklik in diens is.

3. BESOLDIGING.

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

(a) Werknemers, uitgesonderd los werknemers.

	Per week.
	£ s. d.
Algemene werksman.....	4 0 0
Ambagsman.....	8 12 6
Arbeider—	
Bestelwabediende se assistent—	
agtien jaar oud of ouer.....	1 15 6
jonger as 18 jaar.....	1 6 9
Bakker.....	7 10 0
Bakkersassistent—	
gedurende die eerste drie maande ondervinding.....	2 10 0
daarna.....	3 5 0
Banketbakker.....	7 10 0
Banketbakkersassistent—	
gedurende die eerste drie maande ondervinding.....	2 10 0
daarna.....	3 5 0
Besteller—	
agtien jaar oud of ouer.....	1 13 6
jonger as 18 jaar.....	1 9 0
Bestelwabediende.....	5 0 0
Graad I-werknemer.....	2 3 0
Inspekteur.....	7 0 0
Ketelbediener.....	2 3 0
Klerk, toonbankbediende, man—	
gekwalifiseer.....	6 18 6
ongekwalifiseer—	
gedurende die eerste jaar ondervinding.....	3 4 7
gedurende die tweede jaar ondervinding.....	3 18 6
gedurende die derde jaar ondervinding.....	4 12 4
gedurende die vierde jaar ondervinding.....	5 6 2
gedurende die vyfde jaar ondervinding.....	6 0 0

Per Week.

	£	s.	d.
Delivery employee—			
eighteen years of age or older.....	1	18	6
under 18 years of age.....	1	9	0
Foreman baker.....	9	0	0
Foreman confectioner.....	9	0	0
Grade I employee.....	2	3	0
Handyman.....	4	0	0
Inspector.....	7	0	0
Labourer, vanman's assistant—			
eighteen years of age or older.....	1	15	6
under 18 years of age.....	1	6	9
Motor driver of a motor vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—			
(i) does not exceed 1,000 lb.....	2	10	0
(ii) exceeds 1,000 lb. but not 6,000 lb.....	4	5	0
(iii) exceeds 6,000 lb.....	5	5	0
Packer.....	6	10	0
Packer's assistant.....	2	10	0
Storeman.....	6	10	0
Vanman.....	5	0	0
Watchman.....	2	0	6
Employee not specifically mentioned elsewhere in this clause.....	2	10	0

(b) *Casual employee.*—A casual employee shall be paid in respect of every day or part of a day so employed not less than one-fifth of the weekly wage prescribed for an employee of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by fifty per cent.

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

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

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

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

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

Provided—

- that the provisions of this sub-clause shall not apply where the difference between classes, in terms of sub-clause (1), is based on age, experience or sex;
- that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which the same or a lower wage is prescribed than that prescribed for such employee.

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

- six, in the case of an employee who works a six-day week;
- seven, in the case of an employee who works a seven-day week.

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

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of ordinary hours usually worked by him in a week.

(5) *Bicycle allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than three shillings and sixpence per week or, if he is a casual employee, not less than ninepence per day.

Per week.

	£	s.	d.
Klerk, toonbankbediende, vrou—			
gekwalfiseer.....	5	1	6
ongekwalfiseer—			
gedurende die eerste jaar ondervinding.....	3	0	0
gedurende die tweede jaar ondervinding.....	3	10	5
gedurende die derde jaar ondervinding.....	4	0	7
gedurende die vierde jaar ondervinding.....	4	11	2
Magasynman.....	6	10	0
Motorbestuurder van 'n motorvoertuig waarvan die eie gewig tesame met die eie gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—			
(i) nie meer as 1,000 lb. is nie.....	2	10	0
(ii) meer as 1,000 lb. is maar nie meer as 6,000 lb. is nie.....	4	5	0
(iii) meer as 6,000 lb. is.....	5	5	0
Verpakkingsassistent.....	6	10	0
Voormanbakker.....	2	10	0
Voormanbanketbakker.....	9	0	0
Wag.....	2	0	6
Werknemer wat nie elders in hierdie klousule spesifiek genoem word nie.....	2	10	0

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

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

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

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

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

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

Met dien verstande—

- dat die bepaling van hierdie subklousule nie geld wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ervaring of geslag berus nie;
- dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling só uitgelê mag word dat dit 'n werkgever belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n loswerknemer, is sy weekloon gedeel deur—

- ses, as hy 'n werkweek van ses dae het;
- sewe, as hy 'n werkweek van sewe dae het.

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

(c) Die uurloon van 'n werknemer, uitgesonderd 'n loswerknemer, is sy weekloon gedeel deur die getal van die gewone werkure wat hy in die reël in 'n week werk.

(5) *Fietstoelae.*—'n Werkgever wat vereis dat 'n werknemer in die uitvoering van sy pligte sy eie fiets gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae betaal van minstens drie shillings en ses pennies per week, of, as hy 'n los werknemer is, minstens nege pennies per dag.

4. PAYMENT OF REMUNERATION.

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

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

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

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

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

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

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

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

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

	Per Week.	Per Month.
	s. d.	£ s. d.
(i) Board.....	4 0	0 17 4
(ii) Lodging.....	2 0	0 8 8
(iii) Board and lodging.....	6 0	1 6 0

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

Provided—

- that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;
 - that in the case of short-time due to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, no deduction shall be made in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;
- (f) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, on which the employee, at his own request, is permitted not to work;

4. BETALING VAN BESOLDIGING.

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

- die werkgewer se naam;
- die werknemer se naam of sy nommer in die betaalstaat en sy beroep;
- die getal gewone werkure wat die werknemer gewerk het;
- die getal ure wat die werknemer oortyd gewerk het;
- die werknemer se loon;
- die werknemer se lewenskostetoelae;
- die besonderhede omtrent enige ander besoldiging ter sake van die werknemer se diens;
- besonderhede omtrent enige bedrae wat afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor die betaling geskied,

en sodanige koevert of houer wat hierdie inligting verstrek of sodanige staat word die eiendom van die werknemer.

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

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

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

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

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

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

	Per week.	Per maand.
	s. d.	£ s. d.
(i) Kos.....	4 0	0 17 4
(ii) Inwoning.....	2 0	0 8 8
(iii) Kos en inwoning.....	6 0	1 6 0

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

- dat sodanige aftrekking, ongeag die getal ure waarmee die gewone werkure aldus verminder word, hoogstens gelyk aan een derde van die werknemer se weekloon is;
 - dat geen aftrekking ten opsigte van korttyd wat deur 'n slapte in die bedryf of 'n tekort aan grondstowwe ontstaan, geskied nie, tensy die werkgewer sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - dat ten opsigte van korttyd weens die feit dat die masjinerie of installasie uit orde is, of die geboue onbruikbaar is of dreig om dit te word, geen aftrekking geskied vir die eerste uur waarin daar nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat daar geen werk sal wees nie;
- (f) ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag waarop die werknemer op eie versoek toegelaat word om nie te werk nie, 'n bedrag gelyk aan sy dagloon;

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

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

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

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

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

- (b) in the case of any other employee—

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

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

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

- (i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
(ii) that, if such interval be longer than one hour, any period in excess of one and one-quarter hour shall be deemed to be time worked;
(iii) that an employer may agree with this employee to reduce the length of such meal interval to not less than half-an-hour, and in that event and after the employer has lodged a copy of such agreement with the Divisional Inspector, Department of Labour, Kimberley, the meal interval may be so reduced.

(4) *Rest Intervals.*—An employer shall grant to each of his employees a rest interval of not less than ten minutes as near as practicable to the middle of each first and second work period on any day and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4), all hours of work of an employee on any day shall be consecutive.

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

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

- (a) in the case of a casual employee, two hours on any day;
(b) in the case of any other employee, ten hours in any week.

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

- (a) between 6 o'clock p.m. and 6 o'clock a.m.;
(b) after 1 o'clock p.m. on more than five days in any week;
(c) overtime for more than two hours on any day;
(d) overtime on more than three consecutive days in any week;
(e) overtime on more than sixty days in any year;
(f) overtime for more than one hour after the completion of her ordinary hours of work on any day unless he has—

- (i) before midday given notice thereof to such employee; or
(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
(iii) paid such employee not less than two shillings and sixpence in sufficient time to enable her to obtain and have a meal before the overtime is due to commence.

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

- (a) in the case of a casual employee, one and one-third times his daily wage, divided by eight, in respect of each hour or part of an hour so worked on any day;
(b) in the case of any other employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the total overtime worked on any days in any week;

Provided that for the purpose of this sub-clause the expression "wage" means an employee's wage plus his cost of living allowance.

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

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

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

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

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

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

- (b) wat enige ander werknemer betref—

- (i) ses-en-veertig in enige week van Maandag tot en met Saterdag, en
(ii) behoudens die bepalings van subparagraaf (i) hiervan, agt op 'n dag, tensy die ure op een dag nie meer as vyf is nie, wanneer die ure op enigen van die orige dae tot agt en 'n half verleng kan word.

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

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

- (i) dat werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aaneen te loop;
(ii) dat, as so 'n pouse langer as 'n uur is, elke tydperk van meer as een en 'n kwart uur geag word tyd te wees waarin daar gewerk is;
(iii) dat 'n werkgever met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiters 'n halfuur te verkort, en in dié geval en nadat die werkgever 'n weergawe van dié ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, Kimberley, ingedien het, kan die etenspouse aldus verkort word.

(4) *Ruspouses.*—'n Werkgever moet, so na as doenlik aan die middel van elke eerste en tweede werkperiode op 'n dag, aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan waarin die werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en so 'n pouse word geag deel van die gewone werkure van so 'n werknemer te vorm.

(5) *Werkure moet opeenvolgend wees.*—Echoudens die bepalings van subklousules (3) en (4), moet alle werkure van 'n werknemer op ieder dag op mekaar volg.

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

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

- (a) wat 'n los werknemer betref, twee uur op 'n dag;
(b) wat enige ander werknemer betref, tien uur in 'n week.

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

- (a) tussen 6-uur nm. en 6-uur vm. werk nie;
(b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;
(c) meer as twee uur oortyd op 'n dag werk nie;
(d) op meer as drie opeenvolgende dae in 'n week oortyd werk nie;
(e) op meer as sestig dae in 'n jaar oortyd werk nie;
(f) na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd werk nie, tensy hy—

- (i) so 'n werknemer voor die middag kennis daarvan gegee het; of
(ii) so 'n werknemer van 'n behoorlike ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of
(iii) so 'n werknemer minstens twee sjielings en ses pennies betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat die oortydwerk begin.

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

- (a) wat 'n los werknemer betref, een en 'n derde maal sy dagloon gedeel deur agt ten opsigte van elke uur of gedeelte van 'n uur wat aldus op enige dag gewerk word;
(b) wat enige ander werknemer betref, een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het;

Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking "loon" 'n werknemer se loon plus sy lewenskostetoeleae beteken.

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

(b) The provisions of this clause shall not apply to a foreman, a manager, a senior managerial, professional or administrative employee or to a sub-manager if and while such an employee is in receipt of regular remuneration at a rate of not less than £780 per annum: Provided that any cost of living allowance in excess of the highest amount prescribed in terms of War Measure No. 43 of 1942 (as amended) shall not be regarded as remuneration.

(c) The provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee while he is engaged on emergency work.

(d) The provisions of sub-clauses (3) and (4) shall not apply to a delivery employee, vanman, vanman's assistant, motor driver or an inspector.

6. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him—

(a) in the case of a watchman, twenty-one consecutive calendar days' leave,

(b) in the case of every other employee, fourteen consecutive calendar days' leave,

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave:

Provided that for the purpose of this clause the weekly wage of any employee who is engaged on piece work in terms of clause 9 (1) shall be calculated on the basis set out in section 20 (5) of the Factories, Machinery and Building Work Act, 1941.

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

(i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within two months after the completion of the twelve months of employment to which it relates or, if the employer and the employee agree thereto, the period within which such leave must be granted may be increased to a period not exceeding six months reckoned from the completion of the twelve months of employment to which the leave relates;

(ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training;

(iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than this daily wage in respect of each such day added;

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

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

(i) that such request is made by such employee not later than two months after the expiry of the first period of twelve months of employment to which the leave relates, and

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

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

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

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

(a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-fourth, and,

(b) Die bepalinge van hierdie klousule geld nie vir 'n voorman, 'n bestuurder, 'n senior besturende, professionele of administratiewe werknemer, of 'n onderbestuurder, indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens £780 per jaar ontvang nie: Met dien verstande dat 'n lewenskostetoelae bo die hoogste bedrag wat kragtens Oorlogsmaatreg No. 43 van 1942 (soos gewysig), voorgeskryf is, nie as besoldiging beskou word nie.

(c) Die bepalinge van subklousule (3), (4), (5) en (7) geld nie vir 'n werknemer onderwyl hy noodwerk verrig nie.

(d) Die bepalinge van subklousule (3) en (4) geld nie vir 'n besteller, bestelwabediende, bestelwabediende se assistent, motorbestuurder of 'n inspekteur nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, op iedere voltooide tydperk van twaalf maande in sy diens toestaan—

(a) wat 'n wag betref, een-en-twintig opeenvolgende kalenderdae verlof;

(b) aan iedere ander werknemer, veertien opeenvolgende kalenderdae verlof,

en moet hy so 'n werknemer ten aansien van sodanige verlof betaal—

(i) wat 'n werknemer in paragraaf (a) vermeld betref, 'n bedrag van minstens drie maal die weekloon waar-oe hy vanaf die eerste dag van die verlof geregtig is;

(ii) wat 'n werknemer in paragraaf (b) vermeld betref, 'n bedrag van minstens twee maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is:

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat ingevolge klousule 9 (1) stukwerk verrig, bereken word op die grondslag uiteengesit in artikel twintig (5) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

(i) dat, as sodanige verlof nie eerder toegestaan is nie, dit behoudens die bepalinge van subklousule (3), só toegestaan word dat dit begin binne twee maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgewer en die werknemer daartoe ooreenkom, die tydperk waarin sodanige verlof toegestaan moet word, verleng kan word tot 'n tydperk van hoogstens ses maande vanaf die voltooiing van die twaalf maande diens waarop die verlof betrekking het;

(ii) dat die tydperk van verlof nie saamval met siekteverlof wat ingevolge klousule 7 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding nie;

(iii) dat, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Ge'oftedag of Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n dag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal word;

(iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande waarop die verloftyd betrekking het, van sodanige tydperk van verlof kan afrek.

(3) (a) Op die skriftelike versoek van sy werknemer mag 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ooploop: Met dien verstande—

(i) dat so 'n werknemer sodanige versoek doen binne twee maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en

(ii) dat die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

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

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

(5) Aan 'n werknemer wie se dienskontrak gedurende enige dienstermyn van twaalf maande beëindig word voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

(a) wat 'n werknemer in paragraaf (a) van subklousule (1) vermeld betref, een vierde van die weekloon, en

- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-sixth

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

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

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

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

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

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

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

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

(8) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

7. SICK LEAVE.

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

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

- (b) wat 'n werknemer in paragraaf (b) van subklousule (1) vermeld betref, een sesde van die weekloon,

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgever ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

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

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

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

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

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

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

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

(8) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

7. SIEKTEVERLOF.

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

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

(v) that in the case of an employee who is employed on piece-work, the wage payable to him for any period of absence on sick leave in terms of this clause shall be calculated on the basis of the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) An employer may, before paying any amount claimed in terms of this clause by an employee in respect of any absence from work for a period of more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner and confirming the nature and duration of the employee's incapacity.

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

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

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

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

amounting in any year to not more than ten weeks in respect of items (i), (ii) and (iii), plus any period of military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment in terms of this Determination, and any 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 because of any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;

(c) "wage" means a employee's wage plus his cost of living allowance.

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

(a) pay to the employee—

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

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

(4) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

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

(a) a manager, sub-manager, foreman or to a senior managerial, professional or administrative employee if and while such an employee is in receipt of regular remuneration at a rate of not less than £780 per annum: Provided that any cost of living allowance in excess of the highest rate prescribed in terms of War Measure No. 43 of 1942 (as amended), shall not be regarded as remuneration;

(b) a casual employee or a watchman.

(v) dat die loon wat aan 'n werknemer wat stukwerk verrig, betaalbaar is ten opsigte van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, bereken word op grondslag van die besoldiging wat aan so 'n werknemer op sy laaste betaaldag onmiddellik voor sodanige afwesigheid betaal is.

(2) Voordat 'n werkgever 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae kan hy vereis dat die werknemer 'n sertifikaat voorleë wat deur 'n geneesheer onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

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

(4) By die toepassing van hierdie klousule—

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

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

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

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

(c) beteken „loon” 'n werknemer se loon plus sy lewenskoste-toelae.

8. OPENBARE VAKANSIEDAE EN SONDAE.

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

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

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

(a) die werknemer betaal—

- (i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon,
- (ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy uurloon vir elke uur of deel van 'n uur ten opsigte van die totale tydperk wat hy op sodanige Sondag werk of minstens dubbel sy dagloon, al na gelang van watter die meeste is, of

(b) hom een en 'n derde maal sy uurloon betaal vir elke uur of deel van 'n uur wat hy op so 'n Sondag werk en hom binne veertien dae vanaf so 'n Sondag een dag verlof toestaan en vir dié dag minstens sy dagloon betaal: Met dien verstande dat, as daar vereis of toegelaat word dat so 'n werknemer minder as vier uur op so 'n Sondag werk, hy geag word vier uur te gewerk het.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae.

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

(a) 'n bestuurder, onderbestuurder, voorman of 'n senior besturende, professionele of administratiewe werknemer indien en terwyl so 'n werknemer gereeld 'n besoldiging teen 'n tarief van minstens £780 per jaar ontvang nie: Met dien verstande dat enige lewenskostetoelae bo die hoogste bedrag wat kragtens Oorlogsmaatreël No. 43 van 1942 (soos gewysig), voorgeskryf is, nie as besoldiging beskou word nie;

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

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

9. PIECE-WORK.

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

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

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

plus five per cent.

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

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

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

10. PROPORTION OR RATIO.

(1) An employer shall not employ an unqualified clerk or counterhand unless he has in his employ a qualified clerk or counterhand, respectively, and for each qualified clerk or counterhand in his employ he shall not employ more than one unqualified clerk or counterhand, respectively.

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

(3) An employer shall not employ a baker's assistant or a confectioner's assistant unless he has in his employ a baker or a confectioner, respectively, and he shall not employ more than four baker's assistants or confectioner's assistants for each baker or confectioner respectively, in his employ.

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

(5) For the purpose of this clause—

(a) an employer or a manager who is wholly or mainly engaged in the work of a particular class of employee may be deemed to be a qualified employee in that class;

(b) an employer or a manager who, on any shift, is wholly or mainly engaged in performing the work of a foreman baker or a foreman confectioner may for such shift be deemed to be a foreman baker or a foreman confectioner, as the case may be;

(c) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee:

Provided that an employer or a manager may not be so deemed for more than one shift on any day or for more than one class of employee on any day or in more than one establishment on any day.

(6) This clause shall apply separately to each establishment and sub-clauses (2) and (3) shall apply to each shift in an establishment in which more than one shift a day is worked.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

(6) Ondanks andersluidende bepalinge in hierdie Vasstelling mag 'n werkgewer dit nie vereis of toelaat dat sy besteller, bestelwabediende, bestelwabediende se assistent of motorbestuurder op 'n Sondag werk nie, en hy mag ook geen ander klas werknemer verplig of toelaat om die pligte van enige van hierdie klasse werknemers op 'n Sondag uit te voer nie.

9. STUKWERK.

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

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

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy so 'n werknemer vir daardie dag sou moet betaal het as hy hom 'n tydloon betaal het,

plus vyf persent.

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

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

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

10. GETALVERHOUDING.

(1) 'n Werkgewer mag nie 'n ongekwalfiseerde klerk of toonbankbediende in diens neem nie tensy hy onderskeidelik 'n gekwalfiseerde klerk of toonbankbediende in diens het, en vir elke gekwalfiseerde klerk of toonbankbediende in sy diens mag hy onderskeidelik hoogstens een ongekwalfiseerde klerk of toonbankbediende in diens neem.

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

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

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

(5) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer of 'n bestuurder wat uitsluitend of hoofsaaklik die werk van 'n bepaalde klas werknemer verrig, geag word 'n gekwalfiseerde werknemer in daardie klas te wees;

(b) kan 'n werkgewer of 'n bestuurder wat op 'n skof uitsluitend of hoofsaaklik die werk van 'n voormanbakker of voormanbanketbakker verrig, ten opsigte van sodanige skof geag word 'n voormanbakker of voormanbanketbakker, na gelang van die geval te wees;

(c) kan 'n ongekwalfiseerde werknemer wat minstens die voorgeskrewe loon vir 'n gekwalfiseerde werknemer van sy klas ontvang, geag word 'n gekwalfiseerde werknemer te wees:

Met dien verstande dat 'n werkgewer of 'n bestuurder nie vir meer as een skof op 'n dag of vir meer as een klas werknemer op 'n dag of in meer as een bedryfsinrigting op 'n dag aldus geag mag word nie.

(6) Hierdie klousule is van afsonderlike toepassing in elke bedryfsinrigting en subklousules (2) en (3) is van toepassing op elke skof in 'n bedryfsinrigting waarin meer as een skof per dag gewerk word.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, may terminate a contract of employment by giving—

- (a) during the first four weeks of employment, not less than twenty-four hours;
- (b) after the first four weeks of employment, not less than one week's

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than

- (i) in the case of twenty-four hours' notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

- (i) the right of an employee or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration for both parties, which is longer than that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable to an employee who deserts:

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

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

(3) The notice prescribed in sub-clause (1) shall be given on or before the establishment's usual pay day for such employee and shall run from the day after such pay day: Provided—

- (i) that the period of notice shall not run concurrently with, nor shall notice be given during, and employee's absence on leave granted in terms of clause 6 or any period of military training;
- (ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 7; and
- (iii) that where only twenty-four hours' notice is required to be given such notice may be given on any work day.

(4) For the purpose of this clause the expression "wage" means an employee's wage plus his cost of living allowance.

13. CERTIFICATE OF SERVICE.

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

14. PROHIBITION OF EMPLOYMENT.

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

15. LOG BOOK.

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

DAILY LOG.

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

Signature of Motor Driver or Vanman.

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

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

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

12. BEËINDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste vier weke diens, minstens vier-en-twintig uur,
- (b) ná die eerste vier weke diens, minstens 'n week,

vooruit op te sê; of 'n werkgever of 'n werknemer kan die kontrak sonder opsegging beëindig deurdat in plaas van opsegging die werkgever aan die werknemer minstens die volgende betaal, of die werknemer aan die werkgever minstens die volgende betaal of verbeur, al na gelang van die omstandighede:—

- (i) In die geval van vier-en-twintig uur opsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week opsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat hierdeur onaangestas gelaat word—

- (i) die reg van 'n werkgever of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- (iii) die werking van verbeurings of boetes wat regtens van toepassing kan wees op 'n werknemer wat sy diens verlaat:

Met dien verstande voorts dat, indien die loon van 'n werknemer teen die datum van die beëindiging reeds weens korttyd verminder is en die werkgever hom betaal in plaas van sy diens op te sê, die uitdrukking „ten tyde van sodanige beëindiging ontvang” geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen afrekkings weens korttyd gedoen was nie”.

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

(3) Die opsegging in subklousule (1) voorgeskryf moet voor of op die bedryfsinrigting se gewone betaaldag vir so 'n werknemer geskied en gaan in op die dag ná sodanige betaaldag: Met dien verstande—

- (i) dat die opseggingstermyn nie mag saamval met en die opsegging nie mag geskied gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 6 of met enige tydperk van militêre opleiding nie;
- (ii) dat gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 opsegging nie mag geskied nie;
- (iii) dat, as 'n opseggingstermyn van slegs vier-en-twintig uur vereis word, sodanige opsegging op enige werkdag kan geskied.

(4) By die toepassing van hierdie klousule beteken die uitdrukking „loon” die werknemer se loon plus sy lewenskostetoelae.

13. DIENSSERTIFIKAAT.

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

14. VERBOD OP INDIENSNEMING.

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

15. LOGBOEK.

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

DAAGLIKSE LOG.

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

Handtekening van motorbestuurder of bestelwabediende.

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

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

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

SCHEDULE.

I/We (a) carrying on trade in the Bread and Confectionery Industry at hereby certify that was employed by me/us(a) from the day of 19..... to the day of 19..... in the occupation of (b)..... At the termination of employment his/her (a) wage (excluding cost of living allowance) was pounds shillings pence per week.

Signature of Employer or Authorised Representative.

Date.....

(a) Delete whichever is inapplicable.

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

No. 1933.] [25 November 1960.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941, AS AMENDED.**

**BREAD AND CONFECTIONERY INDUSTRY,
 KIMBERLEY.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Determination for the Bread and Confectionery Industry published under Government Notice No. 1932 of the 25th November, 1960, on the whole to be not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
 Deputy-Minister of Labour.

BYLAE.

Ek/Ons (a)..... wat die Brood- en Banketnywerheid beoefen te..... verklaar hierby dat..... in my/ons (a) diens was van die..... dag van 19..... tot die..... dag van 19..... in die betrekking van (b)..... By diensbeëindiging was sy/haar (a) loon (uitgesonderd lewenskostetoelae)..... pond shillings pennies per week.

Handtekening van werkgever of
 gemagtigde verteenwoordiger.

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

(a) Skrap wat nie van toepassing is nie.

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

No. 1933.] [25 November 1960.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941, SOOS GEWYSIG.**

BROOD- EN BANKETNYWERHEID, KIMBERLEY.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Vastelling vir die Brood en Banketnywerheid gepubliseer by Goewermmentskennisgewing No. 1932 van 25 November 1960, oor die algemeen nie vir die persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
 Adjunk-minister van Arbeid.



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