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[No. 878.]

GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1250.] [14 Augustus 1964.
 LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 254.**KOMMERSIËLE DISTRIBUSIEBEDRYF, KLEINER DORPE.**

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 Kommersiële Distribusiebedryf gemaak het en die 1ste dag van September 1964 bepaal het as die datum waarop die bepalinge van genoemde Vasstelling bindend word.

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

Hierdie Vasstelling is van toepassing in die volgende gebiede, naamlik:—

Kaapprovinsie.—Die munisipale gebiede van Aliwal-Noord, Beaufort-Wes, Burgersdorp, Caledon, Ceres, Cradock, Despatch, De Aar, George, Gordonsbaai, Graaff-Reinet, Grahamstad, Hermanus, King William's Town, Knysna, Kokstad, Kuilsrivier, Kuruman, Mafeking, Malmesbury, Middelburg, Montagu, Mosselbaai, Oudtshoorn, Paarl, Queenstown, Riversdal, Robertson, Somerset-Oos, Somerset-Wes, Stellenbosch, Strand, Swellendam, Uitenhage, Umtata, Upington, Vryburg, Wellington en Worcester;

Natal.—Die munisipale gebiede of dorpsbestuursgebiede, na gelang van die geval, van Dundee, Estcoürt, Glencoe, Ladysmith, Newcastle en Vryheid;

Oranje-Vrystaat.—Die munisipale gebiede of dorpsbestuursgebiede, na gelang van die geval, van Bethlehem, Ficksburg, Harrismith, Kroonstad, Ladybrand, Odendaalsrus, Parys, Sasolburg, Senekal en Virginia;

Transvaal.—(1) Die munisipale gebiede, dorpsraadgebiede, gesondheidskomiteegebiede of plaaslike gebiedskomiteegebiede van die Gesondheidsraad vir Buitestedelike Gebiede, na gelang van die geval, van Barberton, Bethal, Brits, Christiana, Ermelo, Groblersdal, Heidelberg, Lichtenburg, Louis Trichardt, Lydenburg, Middelburg, Nelspruit, Nylstroom, Orkney, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rustenburg, Standerton, Stilfontein, Tzaneen, Volksrust, Waterval-Boven, Witbank en Zeerust.

(2) Die dorpsgebiede van Berario, Blackheath, Blackheath-uitbreiding No. 1, Fairlands, Northcliff-uitbreiding No. 1, Northcliff-uitbreiding No. 2, Northcliff-uitbreiding No. 4 en Valeriedene wat binne die gebied van die Wes-Johannesburgse Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buitestedelike Gebiede geleë is;

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1250.] [14 August 1964.
 WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 254.**COMMERCIAL DISTRIBUTIVE TRADE, SMALLER TOWNS.**

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 Commercial Distributive Trade and has fixed the 1st day of September, 1964, 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 in the following areas, namely:—

Cape Province.—The municipal areas of Aliwal North, Beaufort West, Burgersdorp, Caledon, Ceres, Cradock, Despatch, De Aar, George, Gordons Bay, Graaff-Reinet, Grahamstown, Hermanus, King William's Town, Knysna, Kokstad, Kuils River, Kuruman, Mafeking, Malmesbury, Middelburg, Montagu, Mossel Bay, Oudtshoorn, Paarl, Queenstown, Riversdale, Robertson, Somerset East, Somerset West, Stellenbosch, Strand, Swellendam, Uitenhage, Umtata, Upington, Vryburg, Wellington and Worcester;

Natal.—The municipal areas or town board areas, as the case may be, of Dundee, Estcourt, Glencoe, Ladysmith, Newcastle and Vryheid;

Orange Free State.—The municipal areas or village management board areas, as the case may be, of Bethlehem, Ficksburg, Harrismith, Kroonstad, Ladybrand, Odendaalsrus, Parys, Sasolburg, Senekal and Virginia;

Transvaal.—(1) The municipal areas, town board areas, health committee areas or local area committee areas of the Peri-Urban Areas Health Board, as the case may be, of Barberton, Bethal, Brits, Christiana, Ermelo, Groblersdal, Heidelberg, Lichtenburg, Louis Trichardt, Lydenburg, Middelburg, Nelspruit, Nylstroom, Orkney, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rustenburg, Standerton, Stilfontein, Tzaneen, Volksrust, Waterval-Boven, Witbank and Zeerust;

(2) the township areas of Berario, Blackheath, Blackheath Extension No. 1, Fairlands, Northcliff Extension No. 1, Northcliff Extension No. 2, Northcliff Extension No. 4 and Valeriedene situate within the area of the Western Johannesburg Local Area Committee of the Peri-Urban Areas Health Board;

op alle werknemers in die Kommersiële Distribusiebedryf en op die werkgewers van sodanige werknemers: Met dien verstande dat dit nie op die volgende werknemers van toepassing is nie:—

- (a) Werknemers in Naturellegebiede soos omskryf in subartikel (1) van artikel een van die Wet op Nywerheidsversoenig, 1956;
- (b) werknemers in 'n bedryfsinrigting wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, as 'n fabriek geregistreer is of geregistreer moet word, en waarin hul werkgewer 'n sekere hoeveelheid van of al sy eie drank vervaardig (en dié uitdrukking omvat versnyding) en drank wat hy uit ander bronne, benewens sy eie, verkry, verkoop of versprei of verkoop en versprei, indien en vir solank as wat—
 - (i) die werkgewer aldus slegs in groothandelhoeveelhede en slegs aan persone wat gelisensieer is om drank te verkoop, verkoop of versprei of verkoop en versprei;
 - (ii) hy aldus uit sodanige bedryfsinrigting verkoop of versprei of verkoop en versprei; en
 - (iii) die grootste gedeelte van sy besigheid, bereken op 'n gellinggrondslag, die verkoop of verspreiding of verkoop en verspreiding van sy eie produkte is; en
- (c) werknemers in die Mineraalwaternywerheid soos omskryf in klausule 2 van Loonvaststelling No. 233 gepubliseer by Goewermentskennisgewing No. R. 1606 van 28 September 1962, ten opsigte van die kleinhandelverkope of -verspreiding in die volgende van dié gebiede hierbo omskryf, naamlik, Paarl, Somerset-Wes, Stellenbosch, Wellington, Worcester, Kroonstad, Odendaalsrus, Virginia, Orkney, Potchefstroom, Stilfontein, Berario, Blackheath, Blackheath-uitbreiding No. 1, Fairlands, Northcliff-uitbreiding No. 1, Northcliff-uitbreiding No. 2, Northcliff-uitbreiding No. 4 en Valeriedene.

2. WOORDOMSKRYWING.

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

- “afleringswerknemer, graad A,” 'n werknemer wat briewe, boodskappe of goedere met 'n fiets met motoraandrywing of met 'n hulpmotor met 'n silinderinhoud van hoogstens 50 c.c. afler of vervoer;
- “afleringswerknemer, graad B,” 'n werknemer wat briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of ander hand- of voertuig afler of vervoer;
- “algemene werker” 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is, of een of meer van die volgende pligte of werksaamhede verrig—
- (1) Posseëls op briewe, pakkette of ander artikels vir afsending per pos plak, of 'n handfrankeermasjien bedien;
 - (2) gedrukte of geadresseerde etikette aan bottels, bale, kiste of ander pakkies heg;
 - (3) met die hand kisse uit kasplankies aanmeeksaam;
 - (4) op afleringsvoertuie help;
 - (5) afvalmetaal opbrek, met inbegrip van afvalmetaal op enige manier stukkend breek;
 - (6) goedere dra, verskuif of stapel, uitgesonderd met 'n mobiele hyser, of goedere uitpak;
 - (7) wiele omruil of lekke heelmaak;
 - (8) persele of voertuie, meubels, gerei, filterperse, masjinerie, implemente, gereedskap of ander artikels op sy werkgewer se perseel skoonmaak;
 - (9) pluimvee skoonmaak of pluk of vrugte of groente skoonmaak;
 - (10) vis skoonmaak, krap, ontgraat, stukkend sny of in mate sny;
 - (11) kontant in die geval van k.b.a.-verkope invorder, of skriftelike bestellings aanneem;
 - (12) met betrekking tot goedere wat in die inrigting verkoop word, papier, monsters, linoleum, gordynstange, sifdraad, of ander artikels of handelsware met die hand volgens 'n vooraf bepaalde merk afsny;
 - (13) afleringswerknemer, graad B;
 - (14) in vate, tenks of ander houers ingooi of daaruit aftap;
 - (15) outomatiese of halfoutomatiese masjiene, bewegende bande of platforms voer, of daarvan afneem;
 - (16) bottels of ander houers met die hand of 'n nie-kraggedrewe masjien volmaak, doppies daarop sit, toekurk of etiketteer;
 - (17) briewe vou of in koeverte plaas of onoopgemaakte pos sorteer;
 - (18) eiers volgens grootte gradeer;
 - (19) losgoed gedurende die besigheidsure van 'n bedryfsinrigting bewaak;
 - (20) voertuie laai of aflaai;
 - (21) vuur maak of aan die gang hou of afval of as verwyder;
 - (22) tee of soortgelyke drankte maak vir, of tee of soortgelyke drankte bedien, aan werknemers of sy werkgewer of gaste, of rantsone gaarmaak;
 - (23) bale, kiste of ander pakkies met die hand merk, brandmerk of sjabloneer;
 - (24) afvallood smelt;
 - (25) sakke of sakkies met die hand heelmaak;

to all employees in the Commercial Distributive Trade and to the employers of such employees: Provided that it shall not apply to—

- (a) employees in Native areas as defined in sub-section (1) of section one of the Industrial Conciliation Act, 1956;
- (b) employees in an establishment which is registered or is liable to registration as a factory in terms of the Factories, Machinery and Building Work Act, 1941, and in which their employer manufactures (which expression includes blending) some or all of his own liquor and sells or distributes or sells and distributes liquor acquired by him from other sources in addition to his own liquor, if and for so long as—
 - (i) the employer so sells or distributes or sells and distributes only in wholesale quantities and solely to persons licensed to sell liquor;
 - (ii) he so sells or distributes or sells and distributes from such establishment; and
 - (iii) the major portion of his business is the sale or distribution or sale and distribution of his own products reckoned on a gallonage basis; and
- (c) employees in the Mineral Water Manufacturing Industry as defined in clause 2 of Wage Determination No. 233 published under Government Notice No. R. 1606 of the 28th September, 1962, in respect of sales or distribution by retail in the following of the areas as described above, namely, Paarl, Somerset West, Stellenbosch, Wellington, Worcester, Kroonstad, Odendaalsrus, Virginia, Orkney, Potchefstroom, Stilfontein, Berario, Blackheath, Blackheath Extension No. 1, Fairlands, Northcliff Extension No. 1, Northcliff Extension No. 2, Northcliff Extension No. 4 and Valeriedene.

2. DEFINITIONS.

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

- “alteration hand” means an employee who is engaged in altering or repairing any articles of men's, women's or children's wearing apparel incidental to the sale of such articles from an establishment;
- “alteration hand, qualified,” means an alteration hand who has had not less than four years' experience;
- “alteration hand, unqualified,” means an alteration hand who has had less than four years' experience;
- “Area A” means the areas of Berario, Blackheath, Blackheath Extension No. 1, Fairlands, Northcliff Extension No. 1, Northcliff Extension No. 2, Northcliff Extension No. 4 and Valeriedene as described in clause 1;
- “Area B” means the areas of Despatch, Orkney, Paarl, Sasolburg, Somerset West, Stellenbosch, Stilfontein, Strand, Uitenhage and Worcester as described in clause 1;
- “Area C” means the areas of Kroonstad, Potchefstroom, Wellington and Witbank as described in clause 1;
- “Area D” means the areas of Caledon, Ceres, George, Gordons Bay, Hermanus, Knysna, Kuils River, Malmesbury, Montagu, Mossel Bay, Odendaalsrus, Oudtshoorn, Riversdale, Robertson, Swellendam and Virginia as described in clause 1;
- “Area E” means the areas of Beaufort West, Bethal, Bethlehem, Brits, Cradock, De Aar, Ermelo, Graaff-Reinet, Grahamstown, Harrismith, Heidelberg, King William's Town, Ladysmith, Lichtenburg, Middelburg (Cape), Middelburg (Transvaal), Nelspruit, Newcastle, Parys, Pietersburg, Queens-town, Rustenburg, Standerton, Upington, Volksrust and Vryburg as described in clause 1;
- “Area F” means the areas of Aliwal North, Barberton, Burgersdorp, Dundee, Estcourt, Ficksburg, Glencoe, Kuruman, Lydenburg, Mafeking, Nylstroom, Potgietersrus, Senekal, Somerset East, Tzaneen and Vryheid as described in clause 1;
- “Area G” means the areas of Christiana, Groblersdal, Kokstad, Ladybrand, Louis Trichardt, Piet Relief, Umtata, Waterval-Boven and Zeerust as described in clause 1;
- “casual employee” means an employee who is employed by the same employer on not more than three days in any week;
- “Catering Trade” means the trade in which employers and employees are associated for the purpose of providing meals or refreshments, whether liquid or otherwise, or both meals and such refreshments in or from any establishment, whether permanent, temporary, indoors or in the open air and includes such activities carried on in one or more of the following classes of premises, namely premises—
- (a) which are used as public restaurants, cafés or tea-rooms;
 - (b) from which meals or non-alcoholic drinks or both meals and such drinks are supplied;
 - (c) in which aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;

- (26) bestanddele van diere- of pluimveevoer wat vooraf geweeg of waarvan die hoeveelheid andersins bepaal is, met die hand meng;
- (27) kistsies met die hand toespyker of kistsies of kratte heelmaak;
- (28) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (29) deure of vensters of sakke, bale, kistsies of ander pakette oop- of toemaak;
- (30) 'n goederhyser of hystoestel, uitgesonderd 'n mobiele hystoestel, bedien;
- (31) goedere van eenvormige grootte en getal in houers pak wat spesiaal ontwerp is om sulke artikels te bevat of artikels of gespesifiseerde groepe artikels in houers pak was spesiaal ontwerp is om sulke artikels of groepe artikels te bevat, of artikels in oop houers vir plaaslike aflewering pak, of vis verpak;
- (32) repetisiweeg volgens 'n voorafbepaalde gewig of repetisiemeet volgens 'n voorafbepaalde maat;
- (33) geriffelde of veselborddose of soortgelyke houers met die hand aanmeekaarsit of uitmeekaarhaal;
- (34) leë sakke, bottels of ander houers sorteer;
- (35) pakkies, pakette of sjablone sorteer, of pakette toedraai;
- (36) kistsies met band of draad vasbind;
- (37) diere oppas, skoonmaak, voer, in- of uitspan;
- (38) rubber- of ander stempels gebruik wat geen oordeel verg nie;
- (39) oorpakke, uniforms of beskermende klere was;
- "bediener van 'n mobiele hyser" 'n werknemer wat 'n mobiele kraghyser bedien wat gebruik word om goedere te laai, af te laai, te verskuif of op te stapel;
- "bedryfsinrigting" enige perseel in of in verband waarmee een of meer werknemers in die Kommersiële Distribusiebedryf in diens is;
- "bestuurder" 'n werknemer wat deur sy werkgever belas is met algemene—
- (a) toesig oor,
 - (b) verantwoordelikheid vir, en
 - (c) bestuur van,
- die werksaamhede in 'n bedryfsinrigting en die werknemers wat daarin in diens is;
- "buitewinkelassistent" 'n werknemer wat vir en namens 'n kleinhandelbedryfsinrigting gedurende die gewone werkdag wat in klousule 5 vir 'n winkelassistent voorgeskryf word, rondes doen van kantoor tot kantoor of van woonhuis tot woonhuis en bestellings vra, aanvra of werf van persone om goedere vir eie gebruik of verbruik aan hulle te verskaf, en wat geld namens sy bedryfsinrigting mag invorder;
- "deeltydse motorvoertuigbestuurder" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te bestuur maar wat op meer as twee dae in enige week 'n motorvoertuig vir altesaam hoogstens drie uur op so 'n dag bestuur, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tyd waarin bestuur word en alle tyd wat die bestuurder, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vrag bestee;
- "deeltydse werknemer" 'n verstelwerker, klerk of 'n winkelassistent wat as sodanig per week of per maand werksaam is vir hoogstens vier-en-twintig gewone werkdag in 'n week plus alle bykomende tyd van hoogstens een uur wat toegelaat word ingevolge die eerste voorbehoudsbepaling van klousule 5 (1);
- "demonstrateur-verkoopsman" 'n werknemer wat uitsluitlik of hoofsaaklik weg van die bedryfsinrigting van sy werknemer masjinerie, implemente, radio's, yskaste of ander meganiese toestelle demonstreer en wat sodanige masjinerie, implemente, radio's, yskaste of ander toestelle mag verkoop;
- "demonstrateur-verkoopsman, gekwalifiseer," 'n demonstrateur-verkoopsman met minstens vyf jaar ondervinding;
- "demonstrateur-verkoopsman, ongekwalifiseer," 'n demonstrateur-verkoopsman met minder as vyf jaar ondervinding;
- "dienslewaar-verkoopsman" 'n werknemer wat uitsluitlik of hoofsaaklik die implemente, masjinerie, uitrusting of toestelle van sy werknemer se kliente olie, smeer, skoonmaak of verstel, en wat daarbenewens—
- (a) bestellings mag neem vir die verskaffing van enige sodanige implemente, masjinerie, uitrusting of toestelle of bybehore of materiaal vir gebruik in verband met sodanige implemente, masjinerie, uitrusting of toestelle;
 - (b) enige sodanige implemente, masjinerie, uitrusting of toestelle op die klient se perseel mag herstel; of
 - (c) geld invorder;
- "dienslewaar-verkoopsman, gekwalifiseer," 'n dienslewaar-verkoopsman met minstens vier jaar ondervinding;
- "dienslewaar-verkoopsman, ongekwalifiseer," 'n dienslewaar-verkoopsman met minder as vier jaar ondervinding;
- "Distrik A" die gebiede Berario, Blackheath, Blackheath-uitbreiding No. 1, Despatch, Fairlands, Northcliff-uitbreiding No. 1, Northcliff-uitbreiding No. 2, Northcliff-uitbreiding No. 4, Orkney, Sasolburg, Stilfontein, Uitenhage en Valeriedene soos in klousule 1 omskryf;

(d) in which or from which the above-mentioned activities are carried on in or in connection with any theatre, bioscope, bioscope-tearoom or any other entertainment or function;

and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence under the Liquor Act, 1928, held by such employers, but it does not include hotels, establishments trading exclusively under a wine and malt liquor licence, boarding-houses or any establishment in respect of which a Native eating-house licence is required or any establishment which caters solely for the supply of meals or refreshments to non-Europeans;

"clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes a cashier, a telephone switchboard operator and an operator of an adding, calculating or punch card machine, but does not include 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;

"clerk, female, qualified," means a female clerk who has had not less than four years' experience;

"clerk, female, unqualified," means a female clerk who has had less than four years' experience;

"clerk, male, qualified," means a male clerk who has had not less than five years' experience;

"clerk, male, unqualified," means a male clerk who has had less than five years' experience;

"coal" includes coke and charcoal;

"Coal Trade" means the trade in which employers and employees are associated for the sale, distribution and preparation for sale of coal or firewood or both, or for any one or more of these activities;

"Commercial Distributive Trade" means the trade in which employers and employees are associated for the purpose of conducting a shop and includes all operations incidental thereto carried on by such employers and their employees but does not include—

- (i) that section of the trade in which is carried on the sale or distribution or both by wholesale by manufacturers (including cereal millers) of goods manufactured by them;

- (ii) the business carried on under a wine and malt liquor licence or under the off-consumption privileges of a hotel liquor licence;

- (iii) the Catering Trade;

- (iv) the Coal Trade;

- (v) the Dairy Trade;

- (vi) the Eating-house Keeper Trade;

- (vii) the Liquid Fuel and Oil Trade;

- (viii) the Meat Trade;

- (ix) the Motor Garage Trade;

- (x) the Newspaper Publishing Trade;

"commission work" means any system under which a traveller's remuneration is based on the value or number of orders submitted by him to, and accepted by, his employer;

"dairy produce" means, without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk, sour milk, eggs, honey and ice cream;

"Dairy Trade" means the trade in which employers and employees are associated for the purpose of the sale or distribution, or both, of whole milk, and includes the sale or distribution, or both, of any or all of the articles included in the definition of dairy produce if such sale or distribution, or both, is in association with the sale or distribution, or both, of whole milk, and further includes all work incidental thereto if carried on by such employers and employees;

"delivery employee, grade A," means an employee who is engaged in delivering or conveying letters, messages or goods by means of a motor driven or assisted bicycle with an engine of a capacity not exceeding 50 c.c.;

"delivery employee, grade B," means an employee who is engaged in delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;

"demonstrator-salesman" means an employee who is wholly or mainly engaged away from his employer's establishment in demonstrating machinery, implements, radios, refrigerators or other mechanical appliances, and who may sell such machinery, implements, radios, refrigerators or other appliances;

"demonstrator-salesman, qualified," means a demonstrator-salesman who has had not less than five years' experience;

"demonstrator-salesman, unqualified," means a demonstrator-salesman who has had less than five years' experience;

"District A" means the areas of Berario, Blackheath, Blackheath Extension No. 1, Despatch, Fairland, Northcliff Extension No. 1, Northcliff Extension No. 2, Northcliff Extension No. 4, Orkney, Sasolburg, Stilfontein, Uitenhage and Valeriedene as described in clause 1;

"Distrik B" die gebiede Grahamstad, Kroonstad, Odendaalsrus, Paarl, Pietersburg, Potchefstroom, Queenstown, Rustenburg, Somerset-Wes, Stellenbosch, Strand, Virginia, Witbank en Worcester soos in klousule 1 omskryf;

"Distrik C" die gebiede Aliwal-Noord, Barberton, Beaufort-Wes, Bethal, Bethlehem, Brits, Burgersdorp, Cradock, De Aar, Dundee, Ermelo, Estcourt, Ficksburg, George, Graaff-Reinet, Harrismith, Heidelberg, Hermanus, King William's Town, Knysna, Kuilsrivier, Kuruman, Ladysmith, Lichtenburg, Middelburg (Kaap), Middelburg (Transvaal), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Parys, Potgietersrus, Standerton, Upington, Volksrust, Vryburg, Vryheid en Wellington soos in klousule 1 omskryf;

"Distrik D" alle gebiede in klousule 1 omskryf en nie in die omskrywings van "Distrik A", "Distrik B" en "Distrik C" gemeld nie;

"Eethuishouerbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om die bedryf te beoefen ten opsigte waarvan die lisensie gespesifiseer in item 9 van Deel I van die Tweede Eylae van die Wet op Lisensies, 1962 (Wet No. 44 van 1962), gehou moet word en omvat dit alle werksaamhede wat daarmee in verband staan of daaruit voortspruit;

"Gebied A" die gebiede Berario, Blackheath, Blackheath-uitbreiding No. 1, Fairlands, Northcliff-uitbreiding No. 1, Northcliff-uitbreiding No. 2, Northcliff-uitbreiding No. 4 en Valerie-dene soos omskryf in klousule 1;

"Gebied B" die gebiede Despatch, Orkney, Paarl, Sasolburg, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Uitenhage en Worcester soos omskryf in klousule 1;

"Gebied C" die gebiede Kroonstad, Potchefstroom, Wellington en Witbank soos omskryf in klousule 1;

"Gebied D" die gebiede Caledon, Ceres, George, Gordonsbaai, Hermanus, Knysna, Kuilsrivier, Malmesbury, Montagu, Mosselbaai, Odendaalsrus, Oudtshoorn, Riversdal, Robertson, Swellendam en Virginia soos omskryf in klousule 1;

"Gebied E" die gebiede Beaufort-Wes, Bethal, Bethlehem, Brits, Cradock, De Aar, Ermelo, Graaff-Reinet, Grahamstad, Harrismith, Heidelberg, King William's Town, Ladysmith, Lichtenburg, Middelburg (Kaap), Middelburg (Transvaal), Nelspruit, Newcastle, Parys, Pietersburg, Queenstown, Rustenburg, Standerton, Upington, Volksrust en Vryburg soos omskryf in klousule 1;

"Gebied F" die gebiede Aliwal-Noord, Barberton, Burgersdorp, Dundee, Estcourt, Ficksburg, Glencoe, Kuruman, Lydenburg, Mafeking, Nylstroom, Potgietersrus, Senekal, Somerset-Oos, Tzaneen en Vryheid soos omskryf in klousule 1;

"Gebied G" die gebiede Christiana, Groblersdal, Kokstad, Ladybrand, Louis Trichardt, Piet Retief, Umtata, Waterval-Boven en Zeerust soos omskryf in klousule 1;

"graad I-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen, of een of meer van die volgende pligte of werksaamhede verrig:—

- (1) Vate toets;
- (2) slegs hoepels oor vate aanslaan;
- (3) tenks of vate binnegaan om hulle skoon te maak;
- (4) bediener van 'n mobiele hystoestel;
- (5) 'n draagbare pomp bedien;
- (6) 'n krag-aangedrewe masjien bedien wat nie elders in hierdie klousule spesifiek gemeld word nie;
- (7) pulpfilterbediener;
- (8) gesigs- of ligtoets by die bottel van drank;
- (9) hoepels korter maak;

"graad II-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede diens doen, of een of meer van die volgende pligte vervul of werksaamhede verrig—

- (1) addressograaf bedien;
- (2) afleweringswerknemer, graad A;
- (3) drywer van 'n diervoertuig;
- (4) 'n afrolmasjien bedien;
- (5) verpakker;
- (6) wag;
- (7) afweeg vir voorraad, uitgesonderd deur 'n algemene werker;

"handelsreisiger" 'n werknemer, uitgesonderd 'n buitewinkel-assistent of 'n diensleweraar-verkoopsmans, wat as 'n reisigende verteenwoordiger van 'n bedryfsinrigting en namens sodanige bedryfsinrigting bestellings vra, werf of aanvra;

"handelsreisiger, gekwalifiseer," 'n handelsreisiger met minstens vier jaar ondervinding;

"handelsreisiger, ongekwalifiseer," 'n handelsreisiger met minder as vier jaar ondervinding;

"handelsreisiger se hulp" 'n werknemer wat 'n handelsreisiger vergesel en wat hom help om sy monsters te verpak, uit te pak of uit te stal, en wat die motorvoertuig wat bestuur wat die handelsreisiger in die uitvoering van sy pligte gebruik;

"klerk" 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig en omvat dit 'n kassier, 'n telefoniste en 'n bediener van 'n optel-, reken- of ponskaart-masjien, maar omvat dit nie enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, afgesien daarvan of klerklike werk 'n deel van sodanige werknemer se werk mag vorm of nie,

"District B" means the areas of Grahamstown, Kroonstad, Odendaalsrus, Paarl, Pietersburg, Potchefstroom, Queenstown, Rustenburg, Somerset West, Stellenbosch, Strand, Virginia, Witbank and Worcester as described in clause 1;

"District C" means the areas of Aliwal North, Barberton, Beaufort West, Bethal, Bethlehem, Brits, Burgersdorp, Cradock, De Aar, Dundee, Ermelo, Estcourt, Ficksburg, George, Graaff-Reinet, Harrismith, Heidelberg, Hermanus, King William's Town, Knysna, Kuils River, Kuruman, Ladysmith, Lichtenburg, Middelburg (Cape), Middelburg (Transvaal), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Parys, Potgietersrus, Standerton, Upington, Volksrust, Vryburg, Vryheid and Wellington as described in clause 1;

"District D" means all areas described in clause 1 and not mentioned in the definitions "District A", "District B" and "District C";

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"Eating-house Keeper Trade" means the trade in which employers and employees are associated for the purpose of carrying on the trade in respect of which the licence specified in item 9 of Part I of the Second Schedule to the Licences Act, 1962 (Act No. 44 of 1962), is required to be held and includes all activities incidental thereto or consequent thereon;

"emergency work" means any work which, owing to unforeseen circumstances such as 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 or of vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;

"establishment" means any premises in or in connection with which one or more employees are employed in the commercial Distributive Trade;

"experience" means—

- (a) in relation to an alteration hand, the total period or periods of employment which an employee has had in any trade as an alteration hand, dressmaker, tailor or invisible mender;
- (b) in relation to a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or in the service of the State;
- (c) in relation to a service supply salesman or a traveller, the total period or periods of employment which an employee has had in any trade as a service supply salesman or a traveller, respectively;
- (d) in relation to any other class of employee, the total period or periods of employment which an employee has had in his class in the Commercial Distributive Trade;

and includes in the case of an employee of any of the classes referred to in (a) to (d), who as an employer performed the work of such class, the total period or periods during which such employee as an employer performed the work of such class: Provided—

- (i) that any period or periods of employment which an employee has had as a supervisor shall be deemed as employment as a shop assistant;
- (ii) that for the purpose of this definition only half of the period or periods of employment which an employee has had as a part-time employee in any class shall be reckoned as employment in that class;
- (iii) that for the purpose of this definition the expression "employment" shall be deemed to include any period in respect of which an employer or an employee, in terms of clause 12, pays an employee or an employer, as the case may be, in lieu of notice and also any period or periods during which an employee is absent—

(a) on leave in terms of clause 6;

(b) on sick leave in terms of clause 7;

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

(d) with the consent or condonation of his employer;

(e) for any other reason not being in breach of the contract of employment;

amounting in the aggregate in any period of twelve months to not more than ten weeks;

"general worker" means an employee who is engaged in any one or more of the following capacities, duties or operations—

- (1) affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;
- (2) affixing printed or ready addressed labels onto bottles, bales, boxes or other packages;
- (3) assembling boxes from shooks by hand;
- (4) assisting on delivery vehicles;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding;

"Kommersiële Distribusiebedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om 'n winkel te dryf en omvat dit alle werksaamhede wat daarmee gepaard gaan wat deur sodanige werkgewers en hulle werknemers verrig word, maar omvat dit nie die volgende nie:—

- (i) Daardie sektor van die bedryf waarin vervaardigers (met inbegrip van graanmeulenaars) goedere wat hulle vervaardig, in groothandel hoeveelhede verkoop of versprei of albei doen;
- (ii) die besigheid wat gedoen word kragtens 'n wyn- en bierlisensie, of kragtens die buiteverbruikvoorregte van 'n hoteldranklisensie;
- (iii) die Verversingsbedryf;
- (iv) die Steenkoolbedryf;
- (v) die Suiwelbedryf;
- (vi) die Eethuishouerbedryf;
- (vii) die Vloeibare Brandstof- en Oliebedryf;
- (viii) die Vleisbedryf;
- (ix) die Motorgaragebedryf;
- (x) die Nuusbladuitgewersbedryf;

"kommissiewerk" 'n stelsel waarvolgens 'n handelsreisiger se besoldiging bereken word volgens die waarde van die getal bestellings wat hy aan sy werkgewer voorleë en wat laasgenoemde aanvaar;

"lewende hawe" 'n bul, os, koei, vers, jong os, tollie, kalf, skaap, lam, bok, vark, perd, donkie, wildsbok of enige ander viervoetige dier bedoel vir menslike verbruik en sluit pluimvee in;

"loon" die geldbedrag ingevolge klousule 3 (1) aan 'n werknemer betaalbaar ten opsigte van sy gewone werkure soos in klousule 5 voorgeskryf: Met dien verstande—

- (i) dat indien 'n werkgewer sy werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 3 (1) voorgeskryf, dit dié hoër bedrag beteken;
- (ii) dat die eerste voorbehoudsbepaling nie so uitgelê moet word nie dat daarmee enige besoldiging bedoel word, of dat enige besoldiging daarby ingesluit word wat 'n werknemer wat in diens is op 'n grondslag wat in klousule 9 voor voorsiening gemaak word, ontvang benewens die bedrag wat hy sou ontvang het indien hy nie op so 'n grondslag in diens was nie;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"maandelikse werknemer" 'n werknemer wat maandeliks betaal word;

"Motorgaragebedryf" die besigheid wat gedryf word deur 'n werkgewer in 'n winkel—

- (a) ten opsigte waarvan daar van hom vereis word om 'n motorgaragelisenjie ingevolge item 15 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962 (Wet No. 44 van 1962), te hou, afgesien daarvan of daar van hom vereis word om 'n algemene handelaarslisenjie ten opsigte van genoemde besigheid op dieselfde perseel ingevolge item II van Deel I van die Tweede Bylae van gemelde Wet te hou of nie, en waarin die werkgewer uitsluitlik of hoofsaaklik een of meer van of al die volgende artikels of ware verkoop, naamlik motorvoertuie, bybehore vir motorvoertuie, onderdele en reserwedele vir motorvoertuie, of dit nuut is of nie, of petrol of olie;
- (b) wat uitsluitlik of hoofsaaklik gebruik word vir die kleinhandelverkope van petrol of olie of albei;
- (c) waarin of waaruit hy gebruikte reserwedele verkoop wat verkry is van gebruikte voertuie wat hy uitmekaargehaal het, afgesien daarvan of sulke gebruikte reserwedele alleen verkoop word of saam met nuwe reserwedele of bybehore;

"motorvoertuig" uitgesonderd in die woordskrywing "handelsreisiger se assistent", 'n kragvoertuig met 'n enjin met 'n silindervermoë van meer as 50 o.c. wat gebruik word vir die vervoer van goedere, en ook 'n voorhaker, maar nie 'n mobiele hyser nie;

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en by toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle tydperke waarin daar bestuur word en alle tyd wat hy bestee aan werk in verband met die motorvoertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos gereed te bly om te bestuur;

- (5) breaking up scrap metal, including cutting scrap metal by any means;
- (6) carrying, moving or stacking goods, other than by mobile hoist, or unpacking goods;
- (7) changing wheels or repairing punctures;
- (8) cleaning premises or vehicles, furniture, utensils, filter presses, machinery, implements, tools or other articles, on his employer's premises;
- (9) cleaning or plucking poultry or cleaning fruit or vegetables;
- (10) cleaning, scaling, filleting, cutting or slicing fish;
- (11) collecting cash in the case of C.O.D. sales or accepting written orders;
- (12) cutting, by hand to predetermined mark in relation to goods sold in the establishment, paper, samples, linoleum, curtain rods, netting wire, wire or other articles or commodities;
- (13) delivery employee, grade B;
- (14) feeding into or drawing off from vats, tanks or other containers;
- (15) feeding or taking off from automatic or semi-automatic machines, moving belt or platform;
- (16) filling, capping, corking or labelling bottles or other containers by hand or non-power-driven machine;
- (17) folding or enveloping mail or sorting unopened mail;
- (18) grading eggs according to size;
- (19) guarding movable property during the business hours of an establishment;
- (20) loading or unloading vehicles;
- (21) making or maintaining fires or removing refuse or ashes;
- (22) making tea or similar beverages for, or serving tea or similar beverages to, employees or his employer or guests, or cooking rations;
- (23) marking, branding or stencilling bales, tins, boxes or other packages by hand;
- (24) melting scrap lead;
- (25) mending bags or sacks by hand;
- (26) mixing previously weighed or otherwise determined ingredients of animal or poultry foods by hand;
- (27) nailing boxes by hand or repairing boxes or crates;
- (28) oiling or greasing machinery or vehicles, other than motor vehicles;
- (29) opening or closing doors or windows or bags, bales, boxes or other packages;
- (30) operating a goods lift or hoist, other than a mobile hoist;
- (31) packing articles of uniform size and number into containers specially designed to contain such articles, or packing articles or specific groups of articles into containers specially designed to contain such articles or groups of articles, or packing articles into open containers for local delivery, or packing fish;
- (32) repetition weighing to predetermined weight or repetition measuring to predetermined measure;
- (33) setting-up or dismantling, by hand, corrugated or fibre board boxes or similar containers;
- (34) sorting empty bags, bottles or other containers;
- (35) sorting packages, parcels or stencils or wrapping parcels;
- (36) strapping or wiring boxes;
- (37) tending, cleaning, feeding, harnessing or unharnessing animals;
- (38) using rubber or other stamps, involving no discretion;
- (39) washing overalls, uniforms or protective clothing;

"grade I employee" means an employee who is engaged in any one or more of the following capacities, duties or operations—

- (1) cask testing;
- (2) driving, only, hoops onto casks;
- (3) entering tanks or vats to clean them;
- (4) mobile hoist operator;
- (5) operating a portable pump;
- (6) operating any power-driven machine not specifically otherwise mentioned in this clause;
- (7) pulp filter attendant;
- (8) sighting or light testing in the bottling of liquor;
- (9) shortening hoops;

"grade II employee" means an employee who is engaged in any one or more of the following capacities, duties or operations—

- (1) addressograph operator;
- (2) delivery employee, grade A;
- (3) driver of an animal drawn vehicle;

"Natuurel" 'n persoon wat inderdaad of algemeen as 'n lid van 'n inheemse ras of stam van Afrika aanvaar word;

"noodwerk" alle werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim gedoen moet word en alle werk in verband met die laai of aflaai van spoorwaens of voertuie van die Suid-Afrikaanse Spoorweë en Hawens, of van voertuie wat 'n vervoerkontraakteur gebruik in die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;

"Nuusbladuitgewersbedryf" die bedryf ten opsigte waarvan 'n werkgewer 'n nuusbladuitgewerslisensie moet hou ingevolge item 5 van die Eerste Bylae van die Wet op Lisensies, 1962 (Wet No. 44 van 1962);

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos gemeld in 'n lisensie of sertifikaat ten opsigte van so 'n motorvoertuig 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 driewielmotorfiets, bromponie, bromfiets of trapfiets met hulpmotor waarvan die silinderinhoud hoogstens 50 c.c. is, die onbelaste gewig geag word hoogstens 1,000 lb. te wees;

"onderhoudstoelae" 'n toelae wat bedoel is om die bykomende lewenskoste wat 'n werknemer as gevolg van sy afwesigheid van sy huis of verblyfplek moet aangaan te bestry;

"ondervinding"—

- met betrekking tot 'n verstelwerker, die totale dienstydperk of -tydperke wat 'n werknemer in enige bedryf as 'n verstelwerker, kleremaakster, kleremaker of fynstopper gehad het;
- met betrekking tot 'n klerk, die totale dienstydperk of -tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van die Staat gehad het;
- met betrekking tot 'n diensleweraar-verkoopsman of 'n handelsreisiger, die totale dienstydperk of -tydperke wat 'n werknemer in enige bedryf onderskeidelik as 'n diensleweraar-verkoopsman of 'n handelsreisiger gehad het;
- met betrekking tot enige ander klas werknemer, die totale dienstydperk of -tydperke wat 'n werknemer in sy klas in die Kommersiële Distribusiebedryf gehad het;

en omvat in die geval van 'n werknemer van enigeen van die klasse wat in (a) tot (d) gemeld is, wat as 'n werkgewer die werk van sodanige klas verrig het, die totale tydperk of tydperke waarin sodanige werknemers as 'n werkgewer die werk van sodanige klas verrig het: Met dien verstande—

- dat enige dienstydperk of -tydperke wat 'n werknemer as 'n toesighouer gehad het, geag moet word diens as 'n winkelassistent te wees;
- dat by die toepassing van hierdie omskrywing slegs die helfte van die dienstydperk of -tydperke wat 'n werknemer as 'n deeltydse werknemer in enige klas gehad het, as diens in daardie klas gereken moet word;
- dat by die toepassing van hierdie omskrywing die uitdrukking "diens" geag moet word alle tydperke in te sluit ten opsigte waarvan 'n werkgewer 'n werknemer, of 'n werknemer 'n werkgewer, na gelang van die geval, ingevolge klousule 12 betaal in stede van kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer afwesig is—

- met verlof ingevolge klousule 6;
 - met siekteverlof ingevolge klousule 7;
 - op las of op versoek van sy werkgewer;
 - met die toestemming of verskoning van sy werkgewer;
 - om enige ander rede wat nie die dienskontrak breek nie;
- vir altesaam hoogstens tien weke in enige tydperk van twaalf maande;

"pakuishulp" 'n werknemer wat in enige gedeelte van 'n bedryfsinrigting waartoe klante gewoonlik nie toegang verleen word nie, onder die toesig van en behoudens die nagaan daarvan deur 'n winkelassistent, goedere bymekaarmaak of versend, en wat goedere vir versending of aflewering mag verpak of weeg of pakkies mag merk of adresseer, of goedere by aflewering aan die bedryfsinrigting mag ontvang, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking "goedere bymekaarmaak" die byeenbring van goedere ooreenkomstig 'n geskrewe bestelling, lys of opdrag, en mag dit ook die gee van mondelinge bevel insluit aan 'n algemene werker om sodanige goedere te gaan haal, dra, laai of op te stapel, insluit;

"pakuishulp, gekwalifiseer," 'n pakuishulp met minstens twaalf maande ondervinding;

"pakuishulp, ongekwalifiseer," 'n pakuishulp met minder as twaalf maande ondervinding;

"pakuishuisman" 'n werknemer wat in bevel is van die pakuishuisafdeling en wat verantwoordelik is vir die ontvangs, opberging,

(4) duplicating machine operator;

(5) packer;

(6) watchman;

(7) weighing up for stock, other than a general worker;

"Liquid Fuel and Oil Trade" means the trade in which employers and employees are associated wholly or mainly for the purpose of receiving, packing, filling, delivering, distributing or selling by wholesale or in bulk, as the case may be, of—

- any form of liquid fuel used for the purpose of driving internal combustion engines; or
- any form of lubricating oil or grease; or
- any form of oil, grease or product derived from oil if distributed by an employer engaged in (a);

and includes all operations incidental thereto or consequent thereon;

"livestock" means any bull, bullock, cow, heifer, steer, tollie, calf, sheep, lamb, goat, pig, horse, donkey, game or other quadruped intended for human consumption and includes poultry;

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

- supervision over,
- responsibility for, and
- direction of,

the activities of an establishment and the employees engaged therein;

"meat" means meat intended for human consumption and includes game, horse meat, donkey meat, rabbit meat and poultry;

"Meat Trade" means—

- the slaughtering of livestock;
- the handling, preparation, preservation, sale or distribution of meat by any person who, in terms of section twenty-one of Proclamation No. 265 of 1945 published in terms of section twenty-two of the Marketing Act, 1937 (Act No. 26 of 1937), is required to be registered with the Livestock and Meat Industries Control Board or who is required to hold a wholesale or retail butcher's licence in terms of Item 6 of Part I of the Second Schedule to the Licences Act, 1962 (Act No. 44 of 1962);

and includes all operations incidental to or consequent on any of the aforesaid activities;

"mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods;

"monthly employee" means an employee who is paid by the month;

"Motor Garage Trade" means the business carried on by an employer in a shop—

- in respect of which he is required to hold a motor garage licence under item 15 of Part I of the Second Schedule to the Licences Act, 1962 (Act No. 44 of 1962), whether or not he is also required to hold a general dealer's licence under item 11 of Part I of the Second Schedule to the said Act in respect of the said business on the same premises and in which business the employer is wholly or mainly engaged in selling one or more or all of the following articles or commodities, namely, motor vehicles, motor vehicle accessories, parts or spares, whether new or not, or petrol or oil;
- which is used wholly or mainly for the retail sale of petrol or oil or both;
- in which or from which he sells used spare parts obtained from used motor vehicles broken up by him, whether or not such used spare parts are sold alone or in conjunction with new spare parts or accessories;

"motor vehicle", except in the definition "traveller's assistant", means any power-driven vehicle with an engine of a capacity exceeding 50 c.c. used for conveying goods and includes a mechanical horse but does not include a mobile hoist;

"Native" means a person who in fact is or is generally accepted as a member of any aboriginal race or tribe of Africa;

"Newspaper Publishing Trade" means the trade carried on by an employer in respect of which he is required to hold a newspaper publisher's licence under item No. 5 of the First Schedule to the Licences Act, 1962 (Act No. 44 of 1962);

"outside shop assistant" means an employee who, for and on behalf of a retail establishment, is engaged, during the ordinary hours of work prescribed for a shop assistant in clause 5, in an office-to-office or private house-to-house

bymekaarmaak, verpakking of uitpak van goedere in 'n pakhuys of magazyn en vir die aflewering van goedere uit 'n pakhuys of magazyn aan afdelings of vir versending;

"sleepwa" 'n vervoermiddel wat deur 'n motorvoertuig getrek word;

"steenkool" ook kooks en houtskool;

"Steenkoolbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop, verspreiding en voorbereiding van steenkool of vuurmaakhout of albei, vir verkoop, of vir een of meer van hierdie werksaamhede;

"stukwerk" 'n stelsel waarkragtens 'n werknemer se besoldiging gegrond is op die hoeveelheid werk wat gedoen word;

"Suiwelbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om volmelk te verkoop of te versprei of albei te doen en ook om enigeen of al die artikels wat in die omskrywing van suiwelprodukte ingesluit is, te verkoop of te versprei of albei te doen, indien die verkoop of verspreiding, of albei daarvan, saam met die verkoop of verspreiding, of albei, van volmelk geskied, en verder omvat dit alle werk wat daarmee in verband staan indien dit deur sodanige werkgewers en werknemers verrig word;

"suiwelprodukte", sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeide melk, plantjiemelk, suurmilk, eiers, heuning en roomys;

"toesighouer" 'n werknemer wat oor minstens ses winkel-assistente toesighoudende beheer het en wat verantwoordelik daarvoor is dat hulle hul pligte doeltreffend uitvoer;

"uniform" 'n kledingstuk of kledingstukke met 'n gespesifiseerde kleur en ontwerp;

"verpakker" 'n werknemer wat goedere vir vervoer of aflewering verpak, maar nie ook die verpakking wat in die woord-omskrywing van "algemene werker" gemeld word nie;

"verstelwerker" 'n werknemer wat verstel- of herstelwerk doen aan mansk-, vroue- of kinderklere werk, wat gepaard gaan met die verkoop van sodanige artikels uit 'n bedryfsinrigting;

"verstelwerker, gekwalifiseer," 'n verstelwerker met minstens vier jaar ondervinding;

"verstelwerker, ongekwalifiseer," 'n verstelwerker met minder as vier jaar ondervinding;

"Verversingsbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verskaffing van maaltye of verversings, hetsy vloeibaar of andersins, of beide maaltye en sodanige verversings in of uit enige bedryfsinrigting, afgesien daarvan of dit permanent, tydelik, binnenshuis of in die opelug is en omvat dit sodanige werksaamhede wat in een of meer van die volgende klasse persele verrig word, naamlik persele—

- (a) wat as openbare restaurants, kafees of teekamers gebruik word;
- (b) waaruit maaltye of nie-alkoholiese drankie of beide maaltye en sodanige drankie verskaf word;
- (c) waarin spuit- of minerale waters in glase of ander houers vir gebruik op die perseel, verskaf word;
- (d) waarin of waaruit bogenoemde werksaamhede verrig word in of in verband met enige teater, bioskoop, bioskoop-teekamer of enige ander vermaaklikheid of funksie;

en omvat dit ook die verskaffing van drank in enige sodanige bedryfsinrigting of op enige sodanige persele ingevolge 'n dranklisensie kragtens die Drankwet, 1928, wat deur sodanige werkgewers gehou word, maar omvat dit nie hotelle, bedryfsinrigtinge wat uitsluitlik kragtens 'n wyn- en bierlisensie handel dreef, losieshuise of enige bedryfsinrigting ten opsigte waarvan 'n Naturelle-eethuislisensie vereis word, of enige bedryfsinrigting wat slegs maaltye of verversings aan nie-Blankes verskaf nie;

"vleis" vleis wat vir menslike verbruik bedoel is en sluit wilds-, perde-, donkie-, en konynvleis asook pluimvee in;

"Vleisbedryf"—

- (a) die slag van lewende hawe;
- (b) die hantering, voorbereiding, preservering, verkoop of verspreiding van vleis deur enige persoon van wie ingevolge artikel een-en-twintig van Proklamasie No. 265 van 1945, gepubliseer ingevolge artikel twee-en-twintig van die Bemerkingswet, 1937 (Wet No. 26 van 1937), vereis word om by die Raad van Beheer oor Vee- en Vleisnywerhede geregistreer te wees of van wie dit vereis word om 'n groothandel- of kleinhandelslagterslisensie ingevolge item 6 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962 (Wet No. 44 van 1962), te hou;

en omvat alle werksaamhede wat met enigeen van voormelde bedrywighede in verband staan of daaruit voortspruit;

round, inviting, soliciting or canvassing orders from persons for the supply of goods for their own use or consumption and who may collect money on behalf of his establishment;

"packer" means an employee who is engaged in packing goods for transport or delivery, other than the packing referred to in the definition "general worker";

"part-time driver of a motor vehicle" means an employee who is ordinarily engaged on duties other than driving a motor vehicle but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load;

"part-time employee" means an alteration hand, clerk or a shop assistant who is employed as such, by the week or month for not more than twenty-four ordinary hours of work in any week plus any additional time not exceeding one hour permitted by virtue of the first proviso to clause 5 (1);

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

"service supply salesman" means an employee who is wholly or mainly engaged in oiling, greasing, cleaning or adjusting implements, machinery, equipment or appliances of his employer's customers, and who may in addition—

- (a) take orders for the supply of any such implements, machinery, equipment or appliances or accessories or material for use in connection with such implements, machinery, equipment or appliances;
- (b) repair any such implements, machinery, equipment or appliances on the customer's premises; or
- (c) collect money;

"service supply salesman, qualified," means a service supply salesman who has had not less than four years' experience;

"service supply salesman, unqualified," means a service supply salesman who has had less than four years' experience;

"shop" means—

- (a) any premises or any portion of any premises to which persons are invited for the purpose of purchasing, otherwise than by public auction, the goods displayed therein or thereon for sale, or goods of the type so offered or displayed for sale;
- (b) any premises or portion thereof in which or from which the goods referred to in paragraph (a) are stored, unpacked or packed, delivered or despatched to persons referred to in paragraph (a) purchasing such goods;
- (c) any premises in which goods are stocked and from which wholesale orders are executed for the supply of such goods to customers whether for re-sale or otherwise;
- (d) any premises in which goods are stocked and from which retail orders for the supply of such goods are executed;

but does not include premises, or any portion of any premises, in which goods are manufactured or in any portion of which such goods are stored by the manufacturer pending sale or despatch by such manufacturer to the purchasers thereof;

"shop assistant" means an employee who is engaged in one or more of the following duties, namely—

- (a) attending to customers in an establishment;
- (b) displaying goods;
- (c) keeping and controlling stock; or
- (d) assembling orders;

and who may supervise a shop attendant or a store assistant and includes a displayer or window dresser, an outside shop assistant, a storeman and a ticket writer; and for the purpose of this definition the expression "assembling orders" means the bringing together of goods—

- (i) by an employee engaged in executing customers' orders in any portion of an establishment to which customers normally have access; or
- (ii) elsewhere than in any portion of an establishment referred to in (i), where this involves a discretion in the selection of the goods according to quality or the customer's description;

"shop assistant, female, qualified," means a female shop assistant who has had not less than four years' experience;

"Vloeibare Brandstof- en Oliebedryf" die bedryf waarin werkgewers en werknemers uitsluitlik of hoofsaaklik met mekaar geassosieer is met die doel om ondergenoemde goedere te ontvang, te verpak, te vul, af te lewer, te versprei of te verkoop by wyse van groothandel of in die massa, na gelang van die geval—

- (a) enige vorm van vloeibare brandstof wat gebruik word vir die aandrywing van binnebrandenjins; of
- (b) enige vorm van smeerolie of ghries; of
- (c) enige vorm van olie of ghries of 'n ander produk wat uit olie vervaardig is, indien versprei deur 'n werkgewer wat in (a) betrokke is;

en omvat dit alle werksaamhede wat daarmee in verband staan of daaruit voortspruit;

"wag" 'n werknemer, uitgesonderd 'n algemene werker, wat persele of ander los of vaste eendom bewaak;

"weeklikse werknemer" 'n werknemer wat per week betaal word;

"winkel"—

- (a) alle persele of gedeeltes van persele waarheen persone uitgenooi word om goedere wat daarin of daarop vir verkoop uitgestal is, of goedere van die soort wat aldus vir verkoop aangebied of uitgestal word, te koop, uitgesonderd op 'n openbare veiling;
- (b) alle persele of gedeeltes van persele waarin of vanwaar die goedere wat in paragraaf (a) vermeld word opgeberg, uitgepak, of gepak, afgelewer of versend word aan persone gemeld in paragraaf (a), wat daardie goedere koop;
- (c) alle persele waarin goedere opgeberg word en wat gebruik word vir die uitvoering van groothandelbestellings vir die lewering van dié goedere aan klante, hetsy vir herverkoop of andersins;
- (d) alle persele waarin goedere opgeberg word en wat gebruik word vir die uitvoering van kleinhandelbestellings vir die lewering van dié goedere;

maar nie ook persele, of 'n gedeelte van 'n perseel nie waarin goedere vervaardig word, of in 'n gedeelte daarvan die vervaardiger goedere opberg in afwagting van die verkoop of versending daarvan deur sodanige vervaardiger aan die kopers daarvan;

"winkelassistent" 'n werknemer wat een of meer van die volgende pligte verrig, naamlik—

- (a) klante in 'n bedryfsinrigting bedien;
- (b) goedere uitstal;
- (c) voorraad hou en kontroleer; of
- (d) bestellings bymekaarmaak;

en wat toesig mag hou oor 'n winkelklerk of 'n pakhuisklerk en omvat dit 'n uitstaller of etaleur, 'n buitewinkelassistent, 'n pakhuisman en 'n kaartjieskrywer; en bv. die toepassing van hierdie omskrywing beteken die uitdrukking "bestellings bymekaarmaak" die byeenbring van goedere—

- (i) deur 'n werknemer wat klante se bestellings uitvoer in enige gedeelte van 'n bedryfsinrigting waartoe klante gewoonlik toegang verleen word, of
- (ii) elders as in 'n gedeelte van 'n bedryfsinrigting in (i) gemeld, waar dit onderskeidingsvermoë vereis by die uitsoek van die goedere volgens gehalte of die beskrywing van die klant;

"winkelassistent, man, gekwalifiseer," 'n manlike winkelassistent met minstens vyf jaar ondervinding;

"winkelassistent, man, ongekwalifiseer," 'n manlike winkelassistent met minder as vyf jaar ondervinding;

"winkelassistent, vrou, gekwalifiseer," 'n vroulike winkelassistent met minstens vier jaar ondervinding;

"winkelassistent, vrou, ongekwalifiseer," 'n vroulike winkelassistent met minder as vier jaar ondervinding;

"winkelhulp" 'n werknemer wat, onder die toesig van 'n gekwalifiseerde manlike winkelassistent, uitsluitlik Naturelle-klante bedien;

"winkelhulp, gekwalifiseer," 'n winkelhulp met minstens twee jaar ondervinding;

"winkelhulp, ongekwalifiseer," 'n winkelhulp met minder as twee jaar ondervinding.

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

"shop assistant, female, unqualified," means a female shop assistant who has had less than four years' experience;

"shop assistant, male, qualified," means a male shop assistant who has had not less than five years' experience;

"shop assistant, male, unqualified," means a male shop assistant who has had less than five years' experience;

"shop attendant" means an employee who, under the supervision of a qualified male shop assistant, is engaged in attending exclusively to native customers;

"shop attendant, qualified," means a shop attendant who has had not less than two years' experience;

"shop attendant, unqualified," means a shop attendant who has had less than two years' experience;

"store assistant" means an employee who, in any portion of an establishment to which customers normally do not have access and under the supervision of and subject to checking by a shop assistant, assembles or despatches goods, and who may pack or weigh goods for despatch or delivery or mark or address packages or receive goods on delivery to the establishment, and for the purpose of this definition the expression "assembles goods" means the bringing together of goods in accordance with a written order, list or instruction and may include the giving of verbal orders to a general worker to fetch, carry, load or stack such goods;

"store assistant, qualified," means a store assistant who has had not less than twelve months' experience;

"store assistant, unqualified," means a store assistant who has had less than twelve months' experience;

"storeman" means an employee who is in charge of stores and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse and for delivering goods from a store or warehouse to departments or for despatch;

"subsistence allowance" means an allowance which is intended to defray the additional living expenses incurred by an employee by reason of his absence from his home or place of residence;

"supervisor" means an employee who is in supervisory control of at least six shop assistants and who is responsible for the efficient performance by them of their duties;

"trailer" means any conveyance drawn by a motor vehicle;

"traveller" means an employee, other than an outside shop assistant or a service supply salesman, who as a travelling representative of an establishment and on behalf of such establishment invites, canvasses or solicits orders;

"traveller, qualified," means a traveller who has had not less than four years' experience;

"traveller, unqualified," means a traveller who has had less than four years' experience;

"traveller's assistant" means an employee who accompanies a traveller and assists him in packing, unpacking or displaying his samples and who may drive the motor vehicle used by the traveller in the performance of his duties;

"uniform" means any article or articles of wearing apparel of specified colour or design;

"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 with an engine of a capacity exceeding 50 c.c. the unladen weight shall be deemed not to exceed 1,000 lb.;

"wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided—

- (i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

- (ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 9, received over and above the amount which he would have received if he had not been employed on such a basis;

"watchman" means an employee, other than a general worker, who is engaged in guarding premises or other immovable or movable property;

"weekly employee" means an employee who is paid by the week.

(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. BESOLDIGING.

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

(a) *Werknemers, uitgesonderd diegene wat in (b) en (c) gemeld word*—

(i)—

		In alle gebiede. Per week. Per maand.	
		R	R
Demonstrateur-verkoopsman, gekwalifiseer.....		25.38	110.00
Demonstrateur-verkoopsman, ongekwalifiseer:—			
Gedurende die eerste jaar ondervinding.....		9.23	40.00
Gedurende die tweede jaar ondervinding.....		12.46	54.00
Gedurende die derde jaar ondervinding.....		15.69	68.00
Gedurende die vierde jaar ondervinding.....		18.92	82.00
Gedurende die vyfde jaar ondervinding.....		22.15	96.00
Diensleweraar-verkoopsman, gekwalifiseer.....		27.69	120.00
Diensleweraar-verkoopsman, ongekwalifiseer:—			
Gedurende die eerste jaar ondervinding.....		18.46	80.00
Gedurende die tweede jaar ondervinding.....		20.77	90.00
Gedurende die derde jaar ondervinding.....		23.07	100.00
Gedurende die vierde jaar ondervinding.....		25.38	110.00
Handelsreisiger, vrou, gekwalifiseer.....		25.38	110.00
Handelsreisiger, vrou, ongekwalifiseer:—			
Gedurende die eerste jaar ondervinding.....		16.15	70.00
Gedurende die tweede jaar ondervinding.....		18.46	80.00
Gedurende die derde jaar ondervinding.....		20.77	90.00
Gedurende die vierde jaar ondervinding.....		23.07	100.00
Handelsreisiger, man, gekwalifiseer.....		32.31	140.00
Handelsreisiger, man, ongekwalifiseer:—			
Gedurende die eerste jaar ondervinding.....		23.07	100.00
Gedurende die tweede jaar ondervinding.....		25.38	110.00
Gedurende die derde jaar ondervinding.....		27.69	120.00
Gedurende die vierde jaar ondervinding.....		30.00	130.00
Handelsreisiger se hulp:—			
Waar die motorvoertuig gebruik deur die handelsreisiger wat van die handelsreisiger se assistent vergesel word, 'n onbelaste gewig het van—			
minder as 4,000 lb.....		9.50	41.17
4,000 lb. of meer.....		10.65	46.15

(ii)—

		In Distrik A.		In Distrik B.		In Distrik C.		In Distrik D.	
		Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.
		R	R	R	R	R	R	R	R
Verstelwerker.....	} gekwalifiseer.....	15.69	68.00	13.85	60.00	12.69	55.00	11.54	50.00
Klerk, vrou.....									
Winkelassistent, vrou.....									
Versteller.....	} ongekwalifiseer:—								
Klerk, vrou.....									
Winkelassistent, vrou.....									
Gedurende die eerste jaar ondervinding.....		8.54	37.00	7.85	34.00	7.38	32.00	6.92	30.00
Gedurende die tweede jaar ondervinding.....		10.32	44.75	9.35	40.50	8.70	37.75	8.08	35.00
Gedurende die derde jaar ondervinding.....		12.12	52.50	10.85	47.00	10.04	43.50	9.23	40.00
Gedurende die vierde jaar ondervinding.....		13.90	60.25	12.35	53.50	11.37	49.25	10.38	45.00
Klerk.....	} man, gekwalifiseer.....	23.07	100.00	21.23	92.00	19.62	85.00	18.46	80.00
Winkelassistent.....									
Klerk.....									
Winkelassistent.....	} man, ongekwalifiseer:—								
Gedurende die eerste jaar ondervinding.....		9.23	40.00	8.31	36.00	7.85	34.00	7.38	32.00
Gedurende die tweede jaar ondervinding.....		12.00	52.00	10.85	47.00	10.15	44.00	9.58	41.50
Gedurende die derde jaar ondervinding.....		14.77	64.00	13.38	58.00	12.46	54.00	11.77	51.00
Gedurende die vierde jaar ondervinding.....		17.55	76.00	15.92	69.00	14.77	64.00	13.97	60.50
Gedurende die vyfde jaar ondervinding.....		20.31	88.00	18.46	80.00	17.08	74.00	16.15	70.00
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word:—									
(i) hoogstens 1,000 lb. is.....		9.00	39.00	8.50	36.84	8.25	35.75	8.00	34.67
(ii) meer as 1,000 lb. maar hoogstens 3,000 lb. is.....		12.00	52.00	11.00	47.67	10.00	43.33	9.00	39.00
(iii) oor 3,000 lb. maar hoogstens 6,000 lb. is.....		12.90	55.90	12.00	52.00	11.00	47.67	10.00	43.33
(iv) oor 6,000 lb. is.....		15.70	68.03	14.50	62.84	13.25	57.41	12.20	52.87
Deeltydse motorvoertuigbestuurder.....		9.00	39.00	8.50	36.84	8.25	35.75	8.00	34.67
Winkelhulp, gekwalifiseer.....		10.38	45.00	9.46	41.00	8.54	37.00	7.38	32.00
Winkelhulp, ongekwalifiseer:—									
Gedurende die eerste jaar ondervinding.....		8.08	35.00	7.15	31.00	6.23	27.00	5.08	22.00
Gedurende die tweede jaar ondervinding.....		9.23	40.00	8.31	36.00	7.38	32.00	6.23	27.00
Toesighouer, vrou.....		17.77	77.00	15.69	68.00	14.30	62.00	12.92	56.00
Toesighouer, man.....		25.38	110.00	23.07	100.00	21.23	92.00	20.30	88.00

(i) —	In all areas.	
	Per week.	Per month.
	R	R
Demonstrator-salesman, qualified.....	25.38	110.00
Demonstrator-salesman, unqualified:—		
During the first year of experience.....	9.23	40.00
During the second year of experience.....	12.46	54.00
During the third year of experience.....	15.69	68.00
During the fourth year of experience.....	18.92	82.00
During the fifth year of experience.....	22.15	96.00
Service supply salesman, qualified.....	27.69	120.00
Service supply salesman, unqualified:—		
During the first year of experience.....	18.46	80.00
During the second year of experience.....	20.77	90.00
During the third year of experience.....	23.07	100.00
During the fourth year of experience.....	25.38	110.00
Traveller, female, qualified.....	25.38	110.00
Traveller, female, unqualified:—		
During the first year of experience.....	16.15	70.00
During the second year of experience.....	18.46	80.00
During the third year of experience.....	20.77	90.00
During the fourth year of experience.....	23.07	100.00
Traveller, male, qualified.....	32.31	140.00
Traveller, male, unqualified:—		
During the first year of experience.....	23.07	100.00
During the second year of experience.....	25.38	110.00
During the third year of experience.....	27.69	120.00
During the fourth year of experience.....	30.00	130.00
Traveller's assistant:—		
Where the motor vehicle used by the traveller whom the traveller's assistant accompanies has an unladen weight of—		
under 4,000 lb.....	9.50	41.17
4,000 lb. or more.....	10.65	46.15

(ii) —

	In District A.		In District B.		In District C.		In District D.	
	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.
	R	R	R	R	R	R	R	R
Alteration hand } qualified.....	15.69	68.00	13.85	60.00	12.69	55.00	11.54	50.00
Clerk, female.....								
Shop assistant, female } unqualified:—								
Alteration hand.....								
Clerk, female.....								
Shop assistant, female } During the first year of experience.....	8.54	37.00	7.85	34.00	7.38	32.00	6.92	30.00
	10.32	44.75	9.35	40.50	8.70	37.75	8.08	35.00
	12.12	52.50	10.85	47.00	10.04	43.50	9.23	40.00
	13.90	60.25	12.35	53.50	11.37	49.25	10.38	45.00
	23.07	100.00	21.23	92.00	19.62	85.00	18.46	80.00
Clerk..... } male, qualified.....								
Shop assistant } male, unqualified:—								
Clerk.....								
Shop assistant } During the first year of experience.....	9.23	40.00	8.31	36.00	7.85	34.00	7.38	32.00
	12.00	52.00	10.85	47.00	10.15	44.00	9.58	41.50
	14.77	64.00	13.38	58.00	12.46	54.00	11.77	51.00
	17.55	76.00	15.92	69.00	14.77	64.00	13.97	60.50
	20.31	88.00	18.46	80.00	17.08	74.00	16.15	70.00
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.....	9.00	39.00	8.50	36.84	8.25	35.75	8.00	34.67
(ii) exceeds 1,000 lb. but does not exceed 3,000 lb.....	12.00	52.00	11.00	47.67	10.00	43.33	9.00	39.00
(iii) exceeds 3,000 lb. but does not exceed 6,000 lb.....	12.90	55.90	12.00	52.00	11.00	47.67	10.00	43.33
(iv) exceeds 6,000 lb.....	15.70	68.03	14.50	62.84	13.25	57.41	12.20	52.87
Part-time driver of a motor vehicle.....	9.00	39.00	8.50	36.84	8.25	35.75	8.00	34.67
Shop attendant, qualified.....	10.38	45.00	9.46	41.00	8.54	37.00	7.38	32.00
Shop attendant, unqualified:—								
During the first year of experience.....	8.08	35.00	7.15	31.00	6.23	27.00	5.08	22.00
During the second year of experience.....	9.23	40.00	8.31	36.00	7.38	32.00	6.23	27.00
Supervisor, female.....	17.77	77.00	15.69	68.00	14.30	62.00	12.92	56.00
Supervisor, male.....	25.38	110.00	23.07	100.00	21.23	92.00	20.30	88.00

(iii)

	In Gebied A.		In Gebied B.		In Gebied C.		In Gebied D.		In Gebied E.		In Gebied F.				In Gebied G.			
											Gedurende die eerste twaalf maande nadat hierdie vasstelling bindend word.		Daarna.		Gedurende die eerste twaalf maande nadat hierdie vasstelling bindend word.		Daarna.	
	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.
Algemene werker, vrou.....	R 6.15	R 26.65	R 5.20	R 22.54	R 4.80	R 20.80	R 4.40	R 19.06	R 4.00	R 17.33	R 3.40	R 14.73	R 3.60	R 15.60	R 3.20	R 13.87	R 3.40	R 14.73
Algemene werker, man—																		
Agtien jaar oud of ouer.....	7.65	33.15	6.50	28.17	6.00	26.00	5.50	23.84	5.00	21.67	4.25	18.41	4.50	19.50	4.00	17.33	4.25	18.41
Jonger as agtien jaar.....	5.75	24.92	4.90	21.23	4.50	19.50	4.10	17.76	3.75	16.25	3.20	13.87	3.40	14.73	3.00	13.00	3.20	13.87
Graad I-werknemer.....	8.75	37.92	7.40	32.06	6.90	29.90	6.40	27.73	5.90	25.57	5.15	22.32	5.40	23.40	4.90	21.23	5.15	22.32
Graad II-werknemer.....	8.15	35.32	7.00	30.33	6.50	28.17	6.00	26.00	5.50	23.84	4.75	20.58	5.00	21.67	4.50	19.50	4.75	20.58
Pakhuishulp, gekwalifiseer.....	10.15	43.98	9.00	39.00	8.50	36.84	8.00	34.67	7.50	32.50	6.75	29.25	7.00	30.33	6.50	22.17	6.75	29.25
Pakhuishulp, ongekwalifiseer—																		
Gedurende die eerste ses maande onder-																		
vinding.....	8.15	35.32	7.00	30.33	6.50	28.17	6.00	26.00	5.50	23.84	4.75	20.58	5.00	21.67	4.50	19.50	4.75	20.58
Gedurende die tweede ses maande onder-																		
vinding.....	9.15	39.65	8.00	34.67	7.50	32.50	7.00	30.33	6.50	28.17	5.75	24.92	6.00	26.00	5.50	23.84	5.75	24.92
Werknemers wat nie elders in hierdie sub-																		
klausule spesifiek gemeld word nie.....	8.15	35.32	7.00	30.33	6.50	28.17	6.00	26.00	5.50	23.84	4.75	20.58	5.00	21.67	4.50	19.50	4.75	20.58

(iii)

	In Area A.		In Area B.		In Area C.		In Area D.		In Area E.		In Area F.				In Area G.			
											During the first twelve months after this Determination becomes binding.		Thereafter.		During the first twelve months after this Determination becomes binding.		Thereafter.	
	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.
General worker, female.....	R 6.15	R 26.65	R 5.20	R 22.54	R 4.80	R 20.80	R 4.40	R 19.06	R 4.00	R 17.33	R 3.40	R 14.73	R 3.60	R 15.60	R 3.20	R 13.87	R 3.40	R 14.73
General worker, male—																		
Eighteen years of age or over.....	7.65	33.15	6.50	28.17	6.00	26.00	5.50	23.84	5.00	21.67	4.25	18.41	4.50	19.50	4.00	17.33	4.25	18.41
Under 18 years of age.....	5.75	24.92	4.90	21.23	4.50	19.50	4.10	17.76	3.75	16.25	3.20	13.87	3.40	14.73	3.00	13.00	3.20	13.87
Grade I employee.....	8.75	37.92	7.40	32.06	6.90	29.90	6.40	27.73	5.90	25.57	5.15	22.32	5.40	23.40	4.90	21.23	5.15	22.32
Grade II employee.....	8.15	35.32	7.00	30.33	6.50	28.17	6.00	26.00	5.50	23.84	4.75	20.58	5.00	21.67	4.50	19.50	4.75	20.58
Store assistant, qualified.....	10.15	43.98	9.00	39.00	8.50	36.84	8.00	34.67	7.50	32.50	6.75	29.25	7.00	30.33	6.50	22.17	6.75	29.25
Store assistant, unqualified:—																		
During the first six months' experience..	8.15	35.32	7.00	30.33	6.50	28.17	6.00	26.00	5.50	23.84	4.75	20.58	5.00	21.67	4.50	19.50	4.75	20.58
During the second six months' experience	9.15	39.65	8.00	34.67	7.50	32.50	7.00	30.33	6.50	28.17	5.75	24.92	6.00	26.00	5.50	23.84	5.75	24.92
Employee not elsewhere in this sub-clause																		
specifically mentioned.....	8.15	35.32	7.00	30.33	6.50	28.17	6.00	26.00	5.50	23.84	4.75	20.58	5.00	21.67	4.50	19.50	4.75	20.58

(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 in dieselfde gebied en 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" die weekloon beteken wat voorgeskryf word vir 'n gekwalifiseerde werknemer van dié klas, en voorts met dien verstande dat, as die werkgever vereis dat sy los werknemer 'n tydperk van hoogstens vier opeenvolgende ure op enige dag werk, sy loon met veertig per sent verminder mag word.

(c) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens sesig persent van die loon betaal word wat vir 'n werknemer van dieselfde klas en geslag en met dieselfde ondervinding voorgeskryf word, met behoorlike inagneming van die omskrywing van "ondervinding".

(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 bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 5 vir hom geld, of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgever wat 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 of—

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

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

in subklousule (1) voorgeskryf word, moet sodanige werknemer vir dié dag soos volg betaal:—

- (i) in die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër loon, en
- (ii) 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—

- (i) dat die bepalings van hierdie subklousule nie geld wanneer die verskil tussen klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus nie;
- (ii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Vasstelling so uitgelê moet word dat dit 'n werkgever belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrywe 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 los werknemer, is sy weekloon gedeel deur—

- (i) vyf in die geval van 'n werknemer wat vyf dae in 'n week werk;
- (ii) ses in die geval van alle ander werknemers.

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

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

(d) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure in 'n week wat in klousule 5 (1) vir sodanige werknemer voorgeskryf word.

(5) *Vervoertoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig—

(a) aan 'n handelsreisiger of 'n diensleweraar-verkooopsman wat van sy werkgever se motorvoertuig gebruik maak of van wie vereis word dat hy per trein of enige ander vervoermiddel as sy eie reis, moet sy werkgever hom alle redelike uitgawes vergoed wat hy by die uitvoering van sy pligte in verband met sodanige vervoer aangaan, en by die toepassing van hierdie subklousule word die koste van die oornagstalling van 'n motorvoertuig geag 'n vervoeruitgawe te wees;

(b) aan 'n handelsreisiger of 'n diensleweraar-verkooopsman van wie vereis word dat hy self 'n motorvoertuig vir die uitvoering van sy pligte verskaf, moet sy werkgever hom 'n vervoertoelae betaal van minstens die volgende vir elke myl wat hy in die uitvoering van sy pligte reis—

- (i) in die geval van 'n voertuig met 'n gewig van hoogstens 2,500 lb. en met hoogstens vier silinders: 6 sent;
- (ii) in die geval van 'n voertuig met 'n gewig van meer as 2,500 lb. maar hoogstens 2,900 lb. en met hoogstens vier silinders: 7½ sent;
- (iii) in die geval van 'n voertuig met 'n gewig van hoogstens 2,900 lb. en met meer as vier silinders: 7½ sent;
- (iv) 'n voertuig met 'n gewig van meer as 2,900 lb.: 10 sent;

en by die toepassing van hierdie subklousule beteken die uitdrukking "gewig" die gewig soos dit in 'n lisensie of sertifikaat gemeld word wat 'n owerheid wat by wet gemagtig is om sodanige lisensie of sertifikaat uit te reik, ten opsigte van sodanige voertuig uitreik.

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

(c) *Part-time Employee.*—A part-time employee shall be paid not less than sixty per cent of the wage prescribed for an employee of the same class and sex and with the same experience, having due regard to the definition "experience".

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

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

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

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

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

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

Provided—

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

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

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

- (i) five, in the case of an employee who works a five-day week;
- (ii) six, in the case of any other employee.

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

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

(d) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the weekly ordinary hours of work prescribed for such an employee in clause 5 (1).

(5) *Transport Allowance and Expenses.*—In addition to paying any other remuneration due to—

(a) a traveller or a service supply salesman who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purpose of this sub-clause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;

(b) a traveller or a service supply salesman who is required to provide motor transport for the performance of his duties, his employer shall pay him a transport allowance for each mile travelled in the performance of his duties of not less than in the case of—

- (i) a vehicle the weight of which does not exceed 2,500 lb. and which has not more than four cylinders: 6 cents;
- (ii) a vehicle the weight of which exceeds 2,500 lb. but not 2,900 lb. and which has not more than four cylinders: 7½ cents;
- (iii) a vehicle the weight of which does not exceed 2,900 lb. and which has more than four cylinders: 7½ cents;
- (iv) a vehicle the weight of which exceeds 2,900 lb.: 10 cents;

and for the purpose of this sub-clause the expression "weight" means the weight as recorded in a licence or certificate issued in respect of such vehicle by an authority empowered by law to issue such licence or certificate.

(6) *Onderhoudstoelae en -uitgawes.*—Benewens die betaling van enige ander besoldiging verskuldig—

(a) aan 'n handelsreisiger of 'n diensleweraar-verkoopsman wat op enige reis wat hy by die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses opeenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

(i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangaan;

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R3 vir elke nag betaal, as so 'n afwesigheid oor een of meer nagte strek;

(b) aan 'n handelsreisiger se hulp of 'n algemene werker wat, wanneer hy 'n handelsreisiger of 'n diensleweraar-verkoopsman vergesel op enige reis wat die handelsreisiger of die diensleweraar-verkoopsman in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses opeenvolgende ure van sy woonplek en sy werkgever se bedryfsinrigting afwesig is—

(i) moet sy werkgever hom alle redelike uitgawes vergoed wat hy in elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie, aan etes en tee vir homself aangaan;

(ii) moet sy werkgever hom 'n onderhoudstoelae van minstens R0.80 vir elke nag betaal, as so 'n afwesigheid oor een of meer nagte strek;

Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking "nag" die tydperk tussen 11-uur nm. en 4-uur vm. beteken.

(7) (a) 'n Werkgever moet alle toelae en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar is, aan hom betaal binne sewe dae nadat die werknemer dit skriftelik geëis het: Met dien verstande dat 'n werknemer alle sodanige eise voorlê binne een maand vanaf die tydperk waarop hy daartoe geregtig geword het maar dat hy nie meer as een eis in 'n week indien nie.

(b) 'n Werkgever kan vereis dat sy handelsreisiger of diensverskaffer-verkoopsman elke eis so opstel dat dit die volgende weergee:—

(i) In die geval van 'n eis ingevolge subklousule (5) (a), die soort vervoer en die vervoerkoste of die aard van alle ander uitgawes waarvoor hy vergoeding eis;

(ii) in die geval van 'n eis ingevolge subklousule (5) (b), die mylafstand wat hy elke dag afgelê het, watter plekke besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;

(iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid onderskeidelik begin en geëindig het,

en ten einde sodanige werknemer in staat te stel om dié vereiste na te kom, moet sy werkgever aan hom, voordat hy enige sodanige reis aanpak, 'n geskikte boek of vorms verskaf waarin of waarop hy geskikte rekords kan byhou.

(8) *Fietstoelae.*—'n Werkgever wat van 'n werknemer vereis of hom toelaat om in die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging wat aan hom verskuldig is, 'n toelae betaal van minstens R0.40 per week, of, indien hy 'n los werknemer is, minstens R0.08 per dag.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepalinge van klousules 3 (7) en 6 (4), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks of maandeliks in kontant of, as die werkgever en werknemer daarvoor ooreengekom het, per tjek betaal word gedurende die werkure op die bedryfsinrigting se gewone betaaldag vir so 'n werknemer, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n toe koevert of houer wees waarop die volgende gemeld moet word, of wat vergesel moet gaan van 'n staat wat die volgende aantoon:—

(a) Die werkgever se naam;

(b) die werknemer se naam of sy nommer in die betaalstaat, indien daar een is, en sy beroep;

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

(d) die werknemer se loon;

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

(f) die besonderhede omtrent enige bedrae wat afgetrek is;

(g) die werklike bedrag wat aan die werknemer betaal word;

(h) die tydperk waarvoor die betaling geskied;

en sodanige koevert of houer waarop hierdie besonderhede gemeld is, of sodanige staat, word die eiendom van die werknemer.

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

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

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

(6) *Subsistence Allowance and Expenses.*—In addition to paying any other remuneration due to—

(a) a traveller or a service supply salesman who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

(i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R3 for each night where such absence extends over one or more nights;

(b) a traveller's assistant or a general worker who, accompanying a traveller or a service supply salesman on any journey undertaken by the traveller or the service supply salesman in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—

(i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R0.80 for each night where such absence extends over one or more nights;

Provided that for the purpose of this sub-clause the expression "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.

(7) (a) Any allowances and expenses payable to an employee in terms of sub-clauses (5) and (6) shall be paid by an employer within seven days of the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of entitlement but shall not submit more than one claim in any one week.

(b) An employer may require his traveller or service supply salesman to frame any claim so that it shall reflect—

(i) in respect of any claim in terms of sub-clause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;

(ii) in respect of any claim in terms of sub-clause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;

(iii) in respect of any claim in terms of sub-clause (6), the times of commencement and ending of each period of absence;

and to enable such employee to comply with such a requirement, his employer shall, before any such journey is undertaken by such employee, provide him with a suitable book or forms in or on which to maintain suitable records.

(8) *Bicycle Allowance.*—An employer who requires or permits 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 R0.40 per week, or, if he is a casual employee, not less than R0.08 per day.

4. PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid weekly or monthly in cash, or, if the employer and employee have agreed thereto, by cheque, during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in a closed envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or his number on the pay roll, if any, and his occupation;

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

(d) the employee's wage;

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

(f) the details of any deductions made;

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

(h) 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 his casual employee in cash on termination of his employment.

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

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

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaarvoorsorgs- of pensioenfonds, of vir ledegelde van 'n vakvereniging of 'n welsynsorganisasie wat ingevolge die Wet op Welsynsorganisasies, 1947, geregistreer is;
- (b) behoudens andersluidende bepalings in hierdie Vasstelling, wanneer 'n werknemer om 'n ander rede as op las of op 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;
- (c) 'n bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- (d) wanneer 'n werknemer daarmee instem, of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, verplig word, om etes en huisvesting of etes of huisvesting van sy werkgewer aan te neem, 'n bedrag hoogstens gelyk aan onderstaande bedrae:—

	Per week.	Per maand.
	R	R
(i) Etes.....	0.60	2.60
(ii) Huisvesting.....	0.20	0.87
(iii) Etes en huisvesting.....	0.80	3.47

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

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag hoogstens die volgende wees:—

- (a) In die geval van 'n algemene werker of 'n werknemer wat uitsluitlik of hoofsaaklik goedere versend, aflewer of ontvang—
 - (i) agt-en-veertig in 'n week; en
 - (ii) behoudens subparagraaf (i) hiervan, vyf en 'n half op een dag in 'n week en agt en 'n half op enige ander dag, in die geval van 'n werknemer wat ses dae in 'n week werk, of, in die geval van 'n werknemer wat vyf dae in 'n week werk, nege en drie-vyftes op 'n dag;
- (b) in die geval van 'n deeltydse werknemer—
 - (i) vier-en-twintig in 'n week; en
 - (ii) behoudens subparagraaf (i) hiervan, vier op 'n dag, in die geval van 'n werknemer wat ses dae in 'n week werk, of vyf in die geval van 'n werknemer wat vyf dae in 'n week werk;
- (c) in die geval van 'n los werknemer, agt op 'n dag; en
- (d) in die geval van elke ander werknemer—
 - (i) ses-en-veertig in 'n week; en
 - (ii) behoudens subparagraaf (i) hiervan, vyf op een dag in 'n week en agt en 'n half op enige ander dag, in die geval van 'n werknemer wat ses dae in 'n week werk, of nege en een-vyftde op 'n dag, in die geval van 'n werknemer wat vyf dae in 'n week werk;

Met dien verstande dat—

- (i) wanneer 'n werknemer by die voltooiing van sy gewone werkure op 'n dag besig is om 'n klant te bedien, die werkure gemeld in subparagrafe (b), (c) en (d) verleng mag word met hoogstens vyftien minute op sodanige dag, met dien verstande dat die addisionele tyd aldus in 'n week gewerk altesaam hoogstens een uur mag wees en, ten opsigte van sodanige week, as deel van die gewone werkure van die werknemer geag moet word;
- (ii) wanneer die wet toelaat dat daar op 'n dag laat gesluit mag word, mag die gewone werkure wat in subparagraaf (a) (i) voorgeskryf word, met een en 'n half uur op een dag in 'n week verleng word in die geval van 'n werknemer wat goedere aflewer, indien sodanige verlenging nie die beperking voorgeskryf in subparagraaf (a) (i) te bowe gaan nie;
- (iii) wanneer die wet toelaat dat daar op 'n dag laat gesluit mag word, mag die gewone werkure voorgeskryf in subparagraaf (d) (ii) op een dag in 'n week met een en 'n half uur verleng word, indien sodanige verlenging nie die beperking voorgeskryf in subparagraaf (d) (i) te bowe gaan nie.

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

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

- (a) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or subscriptions to a trade union or to a welfare organization registered in terms of the Welfare Organizations Act, 1947;
- (b) except where otherwise provided in this Determination, whenever an employee is absent from work, other than on the instruction or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (d) whenever an employee agrees, or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder—

	Per Week.	Per Month.
	R	R
(i) Board.....	0.60	2.60
(ii) Lodging.....	0.20	0.87
(iii) Board and lodging.....	0.80	3.47

- (e) 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 of 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.*—The ordinary hours of work of an employee shall not exceed—

- (a) in the case of a general worker or an employee wholly or mainly engaged in the despatch, delivery or receipt of goods—
 - (i) forty-eight in any week; and
 - (ii) subject to sub-paragraph (i) hereof, five and a half on one day in any week and eight and a half on any other day, in the case of an employee who works a six-day week, or, in the case of an employee who works a five-day week, nine and three-fifths on any day;
- (b) in the case of a part-time employee—
 - (i) twenty-four in any week; and
 - (ii) subject to sub-paragraph (i) hereof, four on any day, in the case of an employee who works a six-day week, or five in the case of an employee who works a five-day week;
- (c) in the case of a casual employee eight on any day, and
- (d) in the case of every other employee—
 - (i) forty-six in any week; and
 - (ii) subject to sub-paragraph (i) hereof, five on one day in any week and eight and a half on any other day, in the case of an employee who works a six-day week, or nine and one fifth on any day in the case of an employee who works a five-day week;

Provided that—

- (i) where an employee at the completion of his ordinary hours of work on any day is engaged in attending to a customer, the hours of work referred to in sub-paragraphs (b), (c) and (d) may be extended by not more than fifteen minutes on such day provided that the additional time so worked in any week does not exceed in the aggregate one hour and shall, in respect of such week, be deemed to be part of the ordinary hours of work of the employee;
- (ii) where a late closing day is permitted by law, the ordinary hours of work prescribed in sub-paragraph (a) (ii) may be extended in the case of an employee engaged in the delivery of goods by half an hour on one day in any week if by such extension the limitation prescribed in sub-paragraph (a) (i) is not exceeded;
- (iii) where a late closing day is permitted by law, the ordinary hours of work prescribed in sub-paragraph (d) (ii) may be extended by one and a half hours on one day in any week, if by such extension the limitation prescribed in sub-paragraph (d) (i) is not exceeded.

(2) *Etenspouses*.—Uitgesonderd op 'n dag waarop die werkure van 'n werknemer hoogstens vyf en 'n half is, mag 'n werkgewer nie vereis of toelaat dat 'n werknemer meer as vyf uur aan een werk sonder 'n etenspouse van minstens een uur nie, waarin so 'n werknemer nie verplig of toegelaat mag word om enige werk te verrig nie, en die pouse word nie geag deel van die gewone werkure of oortydwerk te vorm nie: Met dien verstande—

- (i) dat 'n werkgewer met sy werknemer kan ooreenkom om die duur van so 'n etenspouse tot uiter 'n halfuur te verkort, en in dié geval en nadat die werkgewer 'n uiteensetting van die ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, van sy gebied, ingedien het, kan die etenspouse aldus verkort word;
- (ii) dat, behoudens die bepaling van voorbehoudsbepaling (i), werktye wat onderbreek word deur pouses van minder as 'n uur, geag word aan een te loop;
- (iii) dat, in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak of winkels oop- of toemaak, indien sodanige pouse langer as drie uur is, alle tydperke van langer as drie uur geag word gewone werkure of oortydwerk te wees;
- (iv) dat, in die geval van alle ander werknemers, indien sodanige pouse langer as een en 'n half uur is, alle tydperke van langer as een en 'n half uur geag word gewone werkure of oortydwerk te wees;
- (v) dat 'n motorvoertuigbestuurder wat in so 'n pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word in die pouse nie te gewerk het nie;
- (vi) dat hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n dag geag word nie 'n deel van die gewone werkure te vorm nie.

(3) *Ruspouses*.—'n Werkgewer moet, so na as doenlik aan die middel van elke werktydperk in die voor- en namiddag, 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 te vorm: Met dien verstande dat 'n deeltydse werknemer slegs geregtig is op een sodanige ruspouse op 'n dag wat so na as prakties moontlik aan die middel van sy werktydperk toegestaan moet word.

(4) *Werkure moet opeenvolgend wees*.—Behoudens die bepaling van subklousule (2), moet alle werkure van 'n werknemer op elke dag opeenvolgend wees.

(5) *Oortydwerk*.—Alle tyd wat 'n werknemer langer gewerk het as die getal gewone werkure in subklousule (1) voorgeskryf, is oortyd.

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

- (a) In die geval van 'n algemene werker of 'n werknemer wat uitsluitlik of hoofsaaklik goedere versend, aflewer of ontvang—
 - (i) ses uur in 'n week;
 - (ii) drie uur op 'n dag;
- (b) in die geval van alle ander werknemers—
 - (i) dertig uur in 'n jaar;
 - (ii) ses uur in 'n week;
 - (iii) drie uur op 'n dag;

met dien verstande—

- (i) dat die beperking voorgeskryf in subparagrafe (b) (ii) en (iii) ten opsigte van een week in 'n jaar vir voorraad-opnamedoeleindes te bowe gegaan mag word, maar op so 'n manier dat hoogstens agt uur versprei oor hoogstens vier dae, in die week gewerk word; en
- (ii) dat die oortydbeperkings voorgeskryf in hierdie subklousule in die tydperk een tot vier-en-twintig Desember met 'n totaal van hoogstens vyftien uur te bowe gegaan mag word, maar op so 'n manier dat die voorgeskrewe daaglikse beperkings nie te bowe gegaan word nie.

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

- (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus op 'n dag gewerk;
- (b) in die geval van 'alle ander werknemers, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus in 'n week gewerk.

(8) 'n Werkgewer mag nie van 'n vroulike werknemer wat jonger is as agtien jaar, vereis of haar toelaat om ná 6.30 namiddag te werk nie.

(9) *Voorbehoudsbepalings*.—(a) Die bepaling van hierdie klousule is nie van toepassing nie op 'n demonstrateur-verkoopsman, 'n diensleweraar-verkoopsman, 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag of enige werknemer indien en vir solank sodanige werknemer gereeld 'n loon ontvang van minstens R140 per maand in die geval van 'n manlike werknemer, of R120 per maand in die geval van 'n vroulike werknemer, of op 'n algemene werker wat 'n diensleweraar-verkoopsman vergesel, indien en vir solank sodanige werker gereeld 'n loon van minstens R9.50 per week ontvang.

(b) Die bepaling van subklousules (2), (3), (4) en (6) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

(2) *Meal Intervals*.—Except on a day on which the hours of work of an employee do not exceed five and a half 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 an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Divisional Inspector, Department of Labour, for his area, the meal interval may be so reduced;
- (ii) that periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous;
- (iii) that in the case of an employee wholly or mainly engaged in cleaning premises or opening or closing shops, if such interval be longer than three hours any period in excess of three hours shall be deemed to be ordinary hours of work or overtime;
- (iv) that in the case of every other employee, if such interval be longer than one and a half hours any period in excess of one and a half hours shall be deemed to be ordinary hours of work or overtime;
- (v) that a driver of a motor vehicle who during such an interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purpose of this sub-clause not to have worked during such interval;
- (vi) that not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work.

(3) *Rest Intervals*.—An employer shall grant to each of his employees a rest interval of ten minutes as near as practicable to the middle of each morning and afternoon work period during which 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: Provided that a part-time employee shall only be entitled to one such rest interval on any day, which shall be granted as near as practicable to the middle of his work period.

(4) *Hours of Work to be Consecutive*.—Save as provided in sub-clause (2), all hours of work of an employee on any day shall be consecutive.

(5) *Overtime*.—All time worked by an employee in excess of the number of ordinary hours of work prescribed in sub-clause (1) shall be overtime.

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

- (a) in the case of a general worker or an employee wholly or mainly engaged in the despatch, delivery or receipt of goods—
 - (i) six hours in any week;
 - (ii) three hours on any day;
- (b) in the case of every other employee—
 - (i) thirty hours in any year;
 - (ii) six hours in any week;
 - (iii) three hours on any day;

Provided that—

- (i) for the purpose of stock-taking the limitation prescribed in sub-paragraphs (b) (ii) and (iii) may in respect of one week in any year be exceeded but so that not more than eight hours are worked during such week, distributed over not more than four days in such week; and
- (ii) during the period first to twenty-fourth of December the limitations of overtime prescribed in this sub-clause may be exceeded by not more than a total of fifteen hours but so that the daily limitations prescribed are not exceeded.

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

- (a) in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked on any day;
- (b) in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked in any week.

(8) An employer shall not require or permit a female employee under the age of eighteen years to work after 6.30 o'clock p.m.

(9) *Savings*.—(a) The provisions of this clause shall not apply to a demonstrator-salesman, a service supply salesman, a traveller, a traveller's assistant or a watchman or to any employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R140 per month, in the case of a male employee, or R120 per month, in the case of a female employee, or to a general worker who accompanies a service supply salesman, if and for so long as such general worker is in receipt of a regular wage at a rate of not less than R9.50 per week.

(b) The provisions of sub-clauses (2), (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) Die bepalings van subklousules (2), (3) en (4) is nie van toepassing nie op 'n werknemer wat radio's, yskaste of ander elektriese toestelle verkoop, installeer, herstel of demonstreer.

(d) Die bepalings van subklousule (3) is nie van toepassing nie op 'n werknemer wat goedere aflewer of op afleweringsvoertuie help, en ook nie op 'n buitewinkelassistent nie.

(e) Die bepalings van subklousule (6) is nie van toepassing op 'n werknemer wat diere versorg, skoonmaak, voer, in- of uitspan nie.

6. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande diens by hom, die volgende toestaan—

- (a) in die geval van 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag, vier-en-twintig opeenvolgende kalenderdae verlof;
- (b) in die geval van alle ander werknemers, een-en-twintig opeenvolgende kalenderdae verlof,

en moet hy so 'n werknemer ten opsigte van dié verlof soos volg betaal—

- (i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie en 'n half maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;
- (ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens drie maal die weekloon waartoe hy vanaf die eerste dag van die verlof geregtig is;

Met dien verstande dat die weekloon van 'n werknemer wat op 'n grondslag in diens is waarvoor daar in klousule 9 voorsiening gemaak word, by die toepassing van hierdie klousule bereken word deur die totale besoldiging wat aan hom verskuldig is ingevolge klousule 9 ten opsigte van die twaalf maande wat die datum waarop die verlof hom toekom, onmiddellik voorafgaan, deur twee-en-vyftig te deel, of indien hy minder as twaalf maande sodanige diens het, deur die totale besoldiging wat aldus gedurende sy tydperk van sodanige diens aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel.

(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 bepalings van subklousule (3), só toegestaan moet word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgewer en die werknemer skriftelik daarvoor ooreengekom het, voordat die gemelde tydperk van vier maande om is, die werkgewer sodanige verlof aan die werknemer moet toestaan vanaf 'n datum hoogstens twee maande nadat gemelde tydperk van vier maande verstryk het;
- (ii) dat die tydperk van verlof nie saamval nie met siekteverlof wat ingevolge klousule 7 toegestaan is, of met 'n tydperk waarin daar kennis gegee word van diensbeëindiging, of, tensy die werknemer dit versoek en die werkgewer skriftelik instem, met enige tydperk van militêre opleiding kragtens die Verdedigingswet, 1957;
- (iii) dat indien 'n openbare vakansiedag 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, maar hierdie voorbehoudsbepaling omvat nie, ten opsigte van 'n werknemer wat vyf dae in 'n week van Maandag tot en met Vrydag werk, 'n openbare vakansiedag wat op 'n Saterdag val nie;
- (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 verloftydperk betrekking het, van sodanige tydperk van verlof mag aftrek.
- (v) wanneer 'n werkgewer van sy werknemer vereis om verlof te neem voordat die twaalf maande diens waarop dit betrekking het, verstryk het, moet die werkgewer sodanige werknemer die volle tydperk van verlof wat hom toekom vir die twaalf maande diens, verleen, en met behoorlike inagneming van enige verhogings wat hom ingevolge klousule 3 mag toekom, sodanige werknemer ten opsigte van sodanige verlof minstens 'n bedrag betaal waarop die werknemer geregtig sou gewees het op die datum waarop die verlof hom gewoonlik sou toegekom het: Met dien verstande dat wanneer 'n werknemer se diens beëindig word voordat die twaalf maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling verleen is, verstryk het, die werkgewer die verskil tussen die bedrag aan die werknemer ingevolge hiervan betaal, en die bedrag waarop hy ingevolge subklousule (5) by beëindiging geregtig sou gewees het indien die verlof nie aan hom verleen is nie, van enige besoldiging verskuldig aan die werknemer by diensbeëindiging mag aftrek.

(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 oploop: Met dien verstande—

- (i) dat sodanige werknemer dié versoek doen binne vier maande na afluop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en

(c) The provisions of sub-clauses (2), (3) and (4) shall not apply to an employee engaged in the sale, installation, repair or demonstration of radios, refrigerators or other electrical appliances.

(d) The provisions of sub-clause (3) shall not apply to an employee engaged in delivering goods or in assisting on delivery vehicles nor to an outside shop assistant.

(e) The provisions of sub-clause (6) shall not apply to an employee engaged in tending, cleaning, feeding, harnessing or unharnessing animals.

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 traveller, a traveller's assistant or a watchman, twenty-four consecutive calendar days' leave;
- (b) in the case of every other employee, twenty-one 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 and a half 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 three times the weekly wage to which he is entitled as from the first day of the leave:

Provided that for the purpose of this clause the weekly wage of an employee who is employed on any basis provided for in clause 9 shall be calculated by dividing the total remuneration payable to him by virtue of clause 9 in respect of the twelve months immediately preceding the date of the accrual of his leave by fifty-two or if he has had less than twelve months of such employment, by dividing the total remuneration so payable to him during his period of such employment by the number of completed weeks in such period.

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

- (i) that, if such leave has not been granted earlier, it shall save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor with a period of notice of termination of employment, nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (iii) that if a public holiday falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added, but this proviso shall not include, in respect of an employee who works a five-day week from Monday to Friday, inclusive, a public holiday falling on a Saturday;
- (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;
- (v) when an employer requires his employee to take leave before the expiry of the twelve months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for twelve months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided that where an employee's employment terminates before the expiration of the twelve months in respect of which the leave was granted in terms of this proviso, the employer may set-off, against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of sub-clause (5), if the leave had not been granted to him.

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

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

(ii) 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 voor of op die laaste werkdag voor die aanvangsdatum van die verlof betaal word, of wanneer die werknemer skriftelik daarom aansoek doen, voor of op die eerste betaaldag vir sodanige werknemer nadat die verlof verstryk het.

(5) Aan 'n werknemer wie se dienskontrak gedurende enige termyn van twaalf maande diens eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloop 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 van minstens die volgende betaal word:—

(a) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) bedoel, sewe vier-en-twintigstes, en

(b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) bedoel, een kwart,

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

(i) dat 'n werknemer wie se dienskontrak beëindig word voordat hy twaalf maande diens by sy werkgewer voltooi het, ten opsigte van elke voltooide maand diens op hoogstens een vierde van gemelde weekloon geregtig is in die geval van 'n werknemer in paragraaf (a) van subklousule (1) bedoel, en vyf vier-en-twintigstes van gemelde weekloon in die geval van enige ander werknemer;

(ii) dat 'n werkgewer ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoudsbepaling in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag mag aftrek;

(iii) dat 'n werknemer nie op enige betaling kragtens hierdie subklousule geregtig is nie—

(a) indien hy sy diens verlaat (behalwe weens ongeskiktheid wat langer duur as die siekteverlof waarop hy geregtig is en deur 'n geregistreerde mediese praktisyn gestaat word) sonder om die opsegging vooruit te geege het wat in klousule 12 voorgeskryf word, tensy sy werkgewer afgesien het van sodanige opsegging of die werknemer die werkgewer in plaas van opsegging betaal het; of

(b) indien hy sy diens sonder 'n regsgeldige rede verlaat; of

(c) indien hy deur sy werkgewer sonder kennisgewing ontslaan word om 'n rede wat vir sodanige ontslag sonder kennisgewing regtens genoegsaam is.

(6) 'n Werknemer wat geregtig geword het op '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 alle tydperk te omvat ten opsigte waarvan 'n werkgewer ingevolge klousule 12 'n werknemer betaal in plaas van kennis van diensbeëindiging te gee en ook alle tydperke waarin 'n werknemer afwesig is—

(a) met verlof ingevolge hierdie klousule;

(b) met siekteverlof ingevolge klousule 7;

(c) op las of op versoek van sy werkgewer;

(d) met die toestemming of verskoning van sy werkgewer;

(e) om 'n ander rede wat nie die dienskontrak breek nie;

(f) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957,

wat altesaam hoogstens tien weke in 'n jaar beloop ten opsigte van punte (a), (b), (c), (d) en (e), plus tot vier maande van enige tydperk van militêre opleiding wat in daardie jaar ondergaan word, en diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vastelling op 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop sodanige werknemer die vorige maal op verlof ingevolge sodanige wet geregtig geword het;

(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 op '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 sodanige werknemer by sy werkgewer in diens getree het of op die datum van die inwerking-treding van hierdie Vastelling, naamlik die jongste van die twee datums.

(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 or, upon the written request of an employee, not later than the first pay day for such employee after the expiration of the leave.

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

(a) in the case of an employee referred to in paragraph (a) of sub-clause (1), seven twenty-fourths; and

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

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

(i) that an employee whose contract of employment terminates before he has completed twelve months employment with his employer shall not be entitled to more than one-fourth of the said weekly wage, in the case of an employee mentioned in paragraph (a) of sub-clause (1), and five twenty-fourths of the said weekly wage, in the case of any other employee, in respect of each completed month of employment;

(ii) 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);

(iii) that an employee shall not be entitled to any payment by virtue of this sub-clause—

(a) if he leaves his employment (except owing to incapacity prolonged beyond his sick leave entitlement and certified by a registered medical practitioner) without having given the notice prescribed in clause 12, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(b) if he leaves his employment without cause recognised by law as sufficient; or

(c) if he is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice.

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

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

(a) on leave in terms of this clause;

(b) on sick leave in terms of clause 7;

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

(d) with the consent or condonation of his employer;

(e) for any other reason not being in breach of the contract of employment;

(f) undergoing any military training in pursuance of the Defence Act, 1957,

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b), (c), (d) and (e), plus up to four months of 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 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, from the date on which such employee entered his employer's service or on the date of the coming into force of this Determination, whichever is the later.

7. SIEKTEVERLOF.

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

- (a) In die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam minstens twintig werkdade, en
- (b) in die geval van enige ander werknemer, altesaam minstens vier-en-twintig werkdade,

siekteverlof gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom, 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 sodanige tydperk gewerk het: Met dien verstande—

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

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk—

- (a) gedurende 'n tydperk wat strek oor meer as drie opeenvolgende kalenderdae; of
- (b) op die werkdag wat 'n Sondag of 'n openbare vakansiedag onmiddellik voorafgaan of onmiddellik daarop volg;

mag hy van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld.

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

(4) By die toepassing van hierdie klousule word die uitdrukking—

- (a) "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer afwesig is—
 - (i) met verlof ingevolge klousule 6,
 - (ii) op las of op versoek van sy werkgewer,
 - (iii) met siekteverlof ingevolge subklousule (1),
 - (iv) met die toestemming of verskoning van sy werkgewer,
 - (v) om 'n rede wat nie die dienskontrak breek nie,
 - (vi) en militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957,

wat altesaam in 'n jaar hoogstens tien weke ten opsigte van punte (i), (ii), (iii), (iv) en (v) beloop, plus tot vier maande van enige tydperk van militêre opleiding wat in daardie jaar ondergaan word, en enige dienstydsperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die inwerkingtredingsdatum van hierdie Vasstelling, word by die toepassing van hierdie klousule geag diens ingevolge hierdie Vasstelling te wees, en enige siekteverlof met volle betaling wat gedurende sodanige tydperk van sodanige werknemer verleen is, word geag kragtens hierdie Vasstelling verleen te gewees het;

(b) beteken "ongeskiktheid" die onvermoë om te werk weens 'n siekte of besering, uitgesonderd dié wat deur—

- (i) 'n werknemer se eie wangedrag veroorsaak is; of
- (ii) 'n ongeluk binne die betekenis van die Ongevallewet, 1941.

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—

- (a) in the case of an employee who works a five-day week, not less than twenty work days; and
- (b) in the case of every other employee, not less than twenty-four work days;

sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) 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 or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guarantee 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 an employee his full wages, the provisions of this clause shall not apply.

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

- (a) for a period covering more than three consecutive calendar days; or
- (b) on the work day immediately preceding or the work day immediately succeeding a Sunday or a public holiday;

require the employee to produce a certificate signed by a registered medical practitioner stating 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 owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

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

- (a) "employment" shall be deemed to include any period or periods during which an employee is absent—
 - (i) on leave in terms of clause 6;
 - (ii) on the instruction or at the request of his employer;
 - (iii) on sick leave in terms of sub-clause (1);
 - (iv) with the consent or condonation of his employer;
 - (v) for any reason not being in breach of the contract of employment;
 - (vi) undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii), (iii), (iv) and (v), plus up to four months of 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 under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by—

- (i) an employee's own misconduct; or
- (ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

8. OPENBARE VAKANSIEDAE EN SONDAG.

(1) Behoudens die bepalings van klousule 4 (6), moet 'n werkgewer aan 'n werknemer, indien hy nie op 'n openbare vakansiedag werk nie, minstens sy weekloon betaal vir die week waarin sodanige dag val: Met dien verstande dat, indien 'n werknemer van die werk afwesig is op die werkdag wat 'n openbare vakansiedag onmiddellik voorafgaan en op die werkdag wat onmiddellik daarop volg en nie op betaling ten opsigte van sodanige werkdag geregtig is nie, hy nie op betaling ten opsigte van sodanige openbare vakansiedag geregtig is nie.

(2) *Vergoeding vir werk op 'n Sondag of 'n openbare vakansiedag.*—Wanneer 'n werknemer op 'n Sondag of 'n openbare vakansiedag werk, moet sy werkgewer dié werknemer [behoudens soos bepaal in klousule 4 (6)]—

(a) ðf—

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

(ii) indien hy aldus vir 'n langer tydperk as vier uur werk, minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag of openbare vakansiedag gewerk het, betaal, of minstens dubbel sy dagloon, naamlik die grootste bedrag; ðf

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

(3) Uitgesonderd in die geval van 'n bedryfsinrigting wat regens toegelaat word om op 'n Sondag te werk, word werk wat op 'n Sondag verrig word, nie as oortyd gereken nie, en daarvoor moet kragtens hierdie klousule besoldig word.

(4) Hierdie klousule is nie van toepassing op 'n los werknemer, 'n handelsreisiger, 'n handelsreisiger se hulp of 'n wag of enige ander werknemer nie, indien en vir solank as wat hy gereeld 'n loon van minstens R200 per maand ontvang.

9. STUKWERK, KOMMISSIEWERK EN KOMMISSIE OP VERKOPE.

(1) Na minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n handelsreisiger, mag 'n werkgewer 'n stukwerkstelsel invoer en, behoudens die bepalings van klousule 4 (6), moet die werkgewer dié werknemer wat volgens so 'n stukwerkstelsel werk, besoldig teen die tariewe volgens dié stelsel geld: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat gedoen is, die werknemer minstens die volgende moet betaal:—

(a) In die geval van 'n ander werknemer as 'n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat hy sodanige werknemer vir die week sou moes betaal het as hy hom besoldig het op die grondslag van tyd gewerk;

(b) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat hy sodanige werknemer vir daardie dag sou moes betaal het as hy hom besoldig het op die grondslag van tyd gewerk.

(2) 'n Werkgewer moet 'n lys van die tariewe gemeld in subklousule (1) op 'n opvallende plek in sy bedryfsinrigting opgeplak hou, of, so nie, mag hy 'n brief deur homself of namens hom onderteken, waarin gemelde tariewe genoem word, aan elke werknemer gee wat stukwerk verrig.

(3) 'n Werkgewer wat voornemens is om 'n bestaande stukwerkstelsel of die tariewe wat daarvolgens geld, af te skaf of te wysig, moet aan sy werknemer wat volgens so 'n stelsel werk minstens een maand 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 kennis gee waarvoor ooreengekom is.

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

(5) 'n Handelsreisiger wat ingevolge 'n ooreenkoms met sy werkgewer kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voorsien word van 'n getroue afskrif van die ooreenkoms of 'n verklaring waarin die bepalings van die ooreenkoms gemeld word en wat die volgende moet insluit—

(a) Die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat in klousule 3 (1) vir vir so 'n handelsreisiger voorgeskryf word, asook die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;

(b) die dag van die week of maand waarop kommissie wat verdien is, verskuldig en betaalbaar is;

(c) die gebied waarin die handelsreisiger verplig is of toegelaat word om te werk;

(d) die tipe, aard, getal, hoeveelheid of waarde van die bestellings (afsonderlik, wekeliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar; en

(e) die dag waarop die kommissie op bestellings wat die werkgewer voor die afloop van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaal-dag voor of op die laaste werkdag is van die kalendermaand wat volg op die maand waarin die diens beëindig is.

8. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Subject to the provisions of clause 4 (6), if an employee does not work on a public holiday his employer shall pay him for the week in which such day falls not less than his weekly wage: Provided that, if an employee is absent from work on the work day immediately preceding and the work day immediately succeeding any public holiday and is not entitled to payment in respect of such work days, he shall not be entitled to payment in respect of such public holiday.

(2) *Compensation for Work on a Sunday or a Public Holiday.*—Whenever an employee works on a Sunday or a public holiday his employer shall, in addition to his weekly wage [save as provided for in clause 4 (6)], either—

(a) pay the employee—

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

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

(b) pay him at a rate not less than one and one-third times his ordinary wage in respect of the total period worked by him on such Sunday or public holiday and grant him within seven days of such Sunday or public holiday 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 or public holiday, he shall be deemed to have worked for four hours.

(3) Except in an establishment which is permitted by law to open on a Sunday, work performed on a Sunday shall not be reckoned as overtime work and shall be compensated for in terms of this clause.

(4) This clause shall not apply to a casual employee, a traveller, a traveller's assistant or a watchman or to any employee if and for so long as he is in receipt of a regular wage at a rate of not less than R200 per month.

9. PIECE-WORK, COMMISSION WORK AND COMMISSION ON SALES.

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

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

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

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (1) or he may in lieu thereof supply every employee engaged on piece-work with a letter signed by himself, or on his behalf, setting out the said rates.

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

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

(5) A traveller who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—

(a) the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 3 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;

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

(c) the area in which the traveller is required or permitted to work;

(d) the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and

(e) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the calendar month succeeding the month during which employment was terminated.

(6) Die bepalinge van die ooreenkoms in subklousule (5) vermeld, mag vir die handelsreisiger geldelik nie minder voordelig as hierdie Vastelling wees nie: Met dien verstande dat 'n handelsreisiger wat kommissiewerk verrig, besoldig word op die verval-dag wat in die ooreenkoms bepaal word, en in hierdie verband geld die bepalinge van klousule 4 (1) nie vir sodanige betaling nie.

(7) Behoudens die bepalinge van klousule 4 (6), moet 'n werkgewer sy handelsreisiger wat kommissiewerk verrig, besoldig teen minstens die loon waaroor hulle ooreengekom het: Met dien verstande dat, ongeag die getal of waarde van die bestellings wat die werkgewer aanvaar, die besoldiging van so 'n handelsreisiger vir enige tydperk minstens soveel is as dié wat ingevolge klousule 3 (1) vir daardie tydperk aan hom verskuldig sou wees.

(8) 'n Werkgewer of 'n handelsreisiger wat voornemens is om 'n ooreenkoms aangaande kommissiewerk op te sê of oor 'n wysiging daarvan te onderhandel, moet skriftelik kennis van sodanige voorneme gee, en die kennisgewing mag nie korter wees as dié wat by klousule 12 vir die opsegging van die dienskontrak van so 'n handelsreisiger vereis word nie.

(9) 'n Werkgewer mag met sy werknemer, uitgesonderd 'n handelsreisiger, ooreenkom om sodanige werknemer, benewens die loon wat vir dié werknemer in klousule 3 (1), gelees met klousule 5 (7), voorgeskryf word, 'n kommissie op verkoop deur dié werknemer, te betaal: Met dien verstande dat die werkgewer voordat die ooreenkoms in werking tree, die werknemer 'n afskrif van die ooreenkoms moet gee, en dié ooreenkoms moet die volgende insluit—

- (a) die kommissietarief of -tariewe en die voorwaardes waarop hy die reg daarop verkry;
- (b) die dag van die week of maand waarop kommissie wat verdien is, verskuldig en betaalbaar is;
- (c) die tydperk, wat minstens een week en skriftelik moet wees, wat 'n werkgewer of sy werknemer kennis moet gee om die ooreenkoms te kanselleer, of te onderhandel om dit te wysig.

(10) Die bepalinge van klousule 4 (1) is nie van toepassing op kommissie wat verskuldig is ingevolge subklousule (9) nie, maar sodanige kommissie moet ooreenkomstig die ooreenkoms betaal word.

10. GETALVERHOUDING.

(1) *Verstelwerker.*—'n Werkgewer mag nie 'n ongekwalifiseerde verstelwerker in diens neem nie tensy hy 'n gekwalifiseerde verstelwerker in sy diens het en vir elke gekwalifiseerde verstelwerker in sy diens mag hy hoogstens een ongekwalifiseerde verstelwerker in diens neem.

(2) *Vroulike winkelassistent.*—'n Werkgewer mag nie 'n ongekwalifiseerde vroulike winkelassistent in diens neem nie tensy hy 'n gekwalifiseerde vroulike of manlike winkelassistent in sy diens het en vir elke gekwalifiseerde vroulike of manlike winkelassistent in sy diens mag hy hoogstens twee ongekwalifiseerde vroulike winkelassistenten in diens neem.

(3) *Manlike winkelassistent.*—'n Werkgewer mag nie 'n ongekwalifiseerde manlike winkelassistent in diens neem nie tensy hy 'n gekwalifiseerde manlike winkelassistent in sy diens het en vir elke gekwalifiseerde manlike winkelassistent mag hy hoogstens een ongekwalifiseerde manlike winkelassistent in diens neem.

(4) *Deeltydse werknemer.*—(a) 'n Werkgewer mag nie 'n deeltydse werknemer as 'n winkelassistent in diens neem nie tensy hy minstens een voltydse winkelassistent in sy diens het en vir elke vier of gedeelte van vier voltydse winkelassistenten benewens die eerste vier in sy diens, mag hy hoogstens een deeltydse werknemer as 'n winkelassistent in diens neem.

(b) 'n Werkgewer mag nie 'n deeltydse werknemer as 'n verstelwerker in diens neem nie tensy hy minstens een voltydse verstelwerker in sy diens het en vir elke vier of gedeelte van vier voltydse verstelwerkers, benewens die eerste vier in sy diens, mag hy hoogstens een deeltydse verstelwerker in diens neem.

(5) Subklousules (2) en (3) is *mutatis mutandis* van toepassing op deeltydse werknemers maar deeltydse werknemers word nie bygereken wanneer die getal voltydse ongekwalifiseerde winkelassistenten wat in diens geneem mag word, bereken word nie.

(6) 'n Werkgewer mag nie 'n winkelassistent in diens neem nie tensy hy 'n gekwalifiseerde manlike winkelassistent in sy diens het en vir elke gekwalifiseerde manlike winkelassistent in sy diens mag hy hoogstens drie winkelassistenten in diens neem: Met dien verstande dat vir die toepassing van hierdie subklousule 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van 'n winkelassistent verrig, geag word 'n gekwalifiseerde manlike winkelassistent te wees.

(7) By die toepassing van hierdie klousule—

- (a) mag 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van enige besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees: Met dien verstande dat 'n werkgewer of 'n bestuurder nie in meer as een bedryfsinrigting aldus geag mag word nie;
- (b) moet die uitdrukking "winkelassistent" geag word 'n klerk in te sluit en hierdie twee klasse werknemers is omruilbaar met mekaar;
- (c) mag 'n ongekwalifiseerde werknemer wat minstens die loon ontvang wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf word, geag word 'n gekwalifiseerde werknemer in daardie klas te wees;
- (d) mag 'n vroulike winkelassistent of 'n vroulike toesighouer wat minstens die loon ontvang wat vir 'n gekwalifiseerde manlike winkelassistent voorgeskryf word, geag word 'n gekwalifiseerde manlike winkelassistent te wees.

(6) The terms of the agreement referred to in sub-clause (5) shall be financially not less favourable to the traveller than this Determination: Provided that the due date of payment of remuneration to a traveller on commission work shall be in accordance with the agreement and in this respect the provisions of clause 4 (1) shall not apply to such payment.

(7) Save as provided in clause 4 (6), an employer shall pay to his traveller who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such traveller in respect of any period shall be not less than that which would be due to him for that period in terms of clause 3 (1).

(8) An employer or a traveller, who intends to cancel, or to negotiate for an alteration of, an agreement in regard to commission work, shall give written notice of such intention and the period of such notice shall be not less than that required to terminate the contract of employment of such traveller in terms of clause 12.

(9) An employer may agree with his employee, other than a traveller, to pay to such employee, in addition to the wage prescribed for such employee in clause 3 (1), read with clause 5 (7), commission on sales effected by such employee: Provided that the employer shall, before the agreement comes into operation, supply the employee with a copy of the agreement, which agreement shall include—

- (a) the rate or rates of the commission and the conditions of entitlement;
- (b) the day of the week or month when commission earned is due and payable;
- (c) the period of notice, which shall be not less than one week and which notice shall be in writing, to be given by the employer or his employee to cancel, or to negotiate for an alteration of, the agreement.

(10) The provisions of clause 4 (1) shall not apply to commission due in terms of sub-clause (9), but the payment of such commission shall be made in accordance with the agreement.

10. RATIO.

(1) *Alteration Hand.*—An employer shall not employ an unqualified alteration hand unless he has in his employ a qualified alteration hand and for each qualified alteration hand in his employ he shall not employ more than one unqualified alteration hand.

(2) *Female Shop Assistant.*—An employer shall not employ an unqualified female shop assistant unless he has in his employ a qualified female or male shop assistant and for each qualified female or male shop assistant in his employ he shall not employ more than two unqualified female shop assistants.

(3) *Male Shop Assistant.*—An employer shall not employ an unqualified male shop assistant unless he has in his employ a qualified male shop assistant and for each qualified male shop assistant in his employ he shall not employ more than one unqualified male shop assistant.

(4) *Part-time Employee.*—(a) An employer shall not employ a part-time employee as a shop assistant unless he has at least one full-time shop assistant in his employ and for each four or part of four full-time shop assistants additional to the first four in his employ he shall not employ more than one part-time employee as a shop assistant.

(b) An employer shall not employ a part-time employee as an alteration hand unless he has at least one full-time alteration hand in his employ and for each four or part of four full-time alteration hands additional to the first four in his employ he shall not employ more than one part-time alteration hand.

(5) Sub-clauses (2) and (3) shall apply *mutatis mutandis* to part-time employees: but part-time employees shall not be reckoned in computing the number of full-time unqualified shop assistants who may be employed.

(6) An employer shall not employ a shop attendant unless he has in his employ a qualified male shop assistant and for each qualified male shop assistant in his employ he shall not employ more than three shop attendants: Provided that for the purpose of this sub-clause an employer or a manager who is wholly or mainly engaged in the work of a shop assistant may be deemed to be a qualified male shop assistant.

(7) For the purpose of this clause—

- (a) an employer or a manager who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee in such class: Provided that an employer or a manager may not be so deemed in more than one establishment;
- (b) the expression "shop assistant" shall be deemed to include a clerk and these two classes of employees shall be interchangeable with one another;
- (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 in that class;
- (d) a female shop assistant or a female supervisor who is receiving a wage of not less than the wage prescribed for a qualified male shop assistant may be deemed to be a qualified male shop assistant.

(8) Niks in hierdie klousule moet so uitgelê word dat dit toelaat dat beide 'n ongekwalifiseerde vrou ingevolge subklousule (2) en 'n ongekwalifiseerde man ingevolge subklousule (3) vir dieselfde gekwalifiseerde werknemer in diens geneem word nie.

(9) Hierdie klousule is afsonderlik op elke bedryfsinrigting van 'n werkgever van toepassing.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

(1) 'n Werkgever moet aan sy werknemer wat regstreeks voedselware, banketgebak of kruideniersware aan die publiek verkoop, minstens twee oorpakke of wasbare oorjasse per jaar verskaf en gratis in 'n skoon en goeie toestand hou.

(2) 'n Werkgever moet in nat weer sy werknemer wat in die uitvoering van sy pligte gereeld aan die weer blootgestel is, gratis 'n waterdigte beskerming vir die kop en bene en 'n waterdigte skouermantel verskaf en dié artikels bly die eiendom van die werkgever. Met dien verstande dat 'n werkgever benewens enige ander besoldiging wat aan sodanige werknemer verskuldig is, 'n toelae van minstens R0.35 per maand mag betaal in plaas van om dié artikels te verskaf.

(3) 'n Werkgever moet aan sy handelsreisiger se hulp minstens een dienlike stoffas per jaar gratis verskaf.

(4) 'n Werkgever moet aan sy algemene werker wat vloere met die hand skrop of was, dienlike kniekussinkies verskaf.

(5) 'n Werkgever wat van 'n werknemer vereis om enige soort onwasbare beskermende klere soos waterdigte skouermantels, oorpakke of beskermende stewels of voorskote te dra, moet sodanige beskermende klere gratis verskaf en in 'n sindelike en dienlike toestand hou.

(6) Behoudens die bepalinge van subklousule (8), moet 'n werkgever wat van sy werknemer vereis om 'n uniform, oorpak, wasbare oorjas, voorskoot of pet te dra, sodanige kledingstuk of artikel gratis verskaf en was of skoonmaak en dit in 'n behoorlike toestand hou en sodanige kledingstuk of artikel bly die eiendom van die werkgever.

(7) Behoudens die bepalinge van subklousule (8), mag 'n werkgever en sy werknemer ooreenkom dat die werkgever sy werknemer, benewens enige ander besoldiging wat aan die werknemer verskuldig is, 'n toelae van minstens 15c per week per kledingstuk of artikel moet betaal in plaas daarvan om enige kledingstuk of artikel wat in subklousules (1) en (6) gemeld word, in stand te hou en te was of skoon te maak, en in so 'n geval is die werknemer verantwoordelik vir die instandhouding, uitgesonderd groot herstelwerk, en die was of skoonmaak van die kledingstuk of artikel.

(8) 'n Werkgever mag 'n skriftelike ooreenkoms met sy vroulike werknemer aangaan om aan haar gespesifiseerde uitrustings te verskaf en hierdie uitrustings word haar eiendom wanneer dit aan haar gelewer word en vir die skoonmaak en instandhouding in 'n goeie en behoorlike toestand daarvan is sy verantwoordelik en wanneer en vir solank as wat sodanige ooreenkoms geld, is die bepalinge van subklousules (6) en (7) nie op sodanige werkgever met betrekking tot sodanige werknemer van toepassing nie: Met dien verstande, dat sodanige ooreenkoms nie in werking tree nie tensy en totdat die werkgever aan sy werknemer 'n getroue afskrif daarvan verskaf het, en dat dit voorsiening maak vir die volgende aangeleenthede en nie met die bepalinge van hierdie subklousule onbestaanbaar is nie—

(a) die getal gespesifiseerde uitrustings wat die werkgever vir elke winter- en somerseisoen aan sodanige werknemer moet verskaf en, wanneer die ooreenkoms gedurende enige winter- of somerseisoen in werking tree, die getal sodanige uitrustings wat vir die gedeelte van sodanige winter- of somerseisoen wat daar dan nog oorbly, verskaf moet word;

(b) die aanvangsdatum en duur van die winterseisoen en van die somerseisoen op so 'n manier dat die duur van die twee seisoene saam 'n totaal van twaalf maande vorm;

(c) die tydperk waarin die werkgever die gemelde uitrustings aan sy werknemer moet verskaf en in die geval van die eerste uitrusting of stel uitrustings wat verskaf moet word, moet dit binne een maand wees vanaf die datum waarop die ooreenkoms in werking tree;

(d) die tipe, styl, kleur of skakering van enige sodanige uitrusting wat verskaf moet word;

(e) die beperkings op die pryse wat die werknemer vir sodanige uitrustings moet betaal: Met dien verstande dat die prys wat sodanige werknemer moet betaal in geen geval meer mag wees as die koste van die uitrusting vir die werkgever nie;

(f) die voorwaardes met betrekking tot die dra van gemelde uitrustings: Met dien verstande—

(i) dat indien daar slegs een uitrusting aan 'n werknemer in 'n seisoen verskaf is, daar van haar vereis mag word om dit te alle tye gedurende dié seisoen te dra terwyl sy aan diens is, uitgesonderd wanneer die uitrusting skoongemaak of herstel word; en

(ii) dat die werkgever nie die werknemer mag beperk in die dra van 'n uitrusting wanneer sy van diens is nie;

(g) die tydperk waarin daar van die werknemer vereis word om vir elke sodanige uitrusting of stel uitrustings te betaal nadat dit aan haar gelewer is: Met dien verstande dat die werkgever die werknemer moet toelaat om deur middel van minstens vier gelyke maandelikse aftrekkings van haar besoldiging te betaal, en voorts met dien verstande dat 'n werkgever, ingeval die dienskontrak beëindig word voordat die volle bedrag wat deur die werknemer ingevolge hierdie

(8) Nothing in this clause shall be construed so as to permit of the employment of both an unqualified female in terms of sub-clause (2) and an unqualified male in terms of sub-clause (3) for the same qualified employee.

(9) This clause shall apply separately to each establishment of an employer.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

(1) An employer shall supply and maintain in clean and good condition free of charge at least two overalls or washing coats per year to his employee who is directly engaged in the selling of foodstuffs, confectionery or groceries to the public.

(2) An employer shall in wet weather provide his employee, who in the performance of his duties is regularly exposed to the weather, free of charge with serviceable waterproof protection for the head and legs and a waterproof cape and such articles shall remain the property of the employer: Provided that an employer may in lieu of providing such articles pay to such employee, in addition to any other remuneration due to such employee, an allowance of not less than R0.35 per month.

(3) An employer shall supply his traveller's assistant free of charge with at least one serviceable dust coat per year.

(4) An employer shall provide his general worker, who scrubs or washes floors by hand, with serviceable knee-pads.

(5) An employer who requires an employee to wear any form of non-washable protective clothing such as waterproof capes, overalls or protective boots or aprons, shall supply and maintain in clean and serviceable condition such protective clothing free of charge.

(6) Save as provided in sub-clause (8), an employer who requires his employee to wear a uniform, overall, washing coat, apron or cap shall provide and launder or clean such garment or article free of charge and maintain it in proper condition and such garment or article shall remain the property of the employer.

(7) Save as provided in sub-clause (8), an employer and his employee may agree that, in lieu of maintaining and laundering or cleaning any garment or article referred to in sub-clauses (1) and (6), the employer shall pay to his employee, in addition to any other remuneration due to the employee, an allowance of not less than 15c per week per garment or article in which event the employee shall be responsible for the maintenance, other than major repairs, and the laundering or cleaning of the garment or article.

(8) An employer may enter into a written agreement with his female employee to supply her with specified outfits which outfits shall on delivery to her become her property and for the cleaning and maintenance in good and proper condition of which she shall be responsible and where and for so long as such agreement is in operation the provisions of sub-clauses (6) and (7) shall not apply to such employer in relation to such employee: Provided that such agreement shall not come into operation unless and until the employer has supplied his employee with a true copy thereof and that it provides for the following matters and is not inconsistent with the provisions of this sub-clause—

(a) the number of specified outfits which the employer shall supply to such employee for each winter and summer season and, where the agreement comes into operation during any winter or summer season, the number of such outfits to be supplied for the then remaining portion of such winter or summer season;

(b) the commencing date and duration of the winter season and of the summer season, so that the duration of the two seasons jointly shall total twelve months;

(c) the period within which the employer shall supply the said outfits to his employee, which in the case of the first outfit or set of outfits to be supplied shall be within one month of the date of the coming into operation of the agreement;

(d) the type, style, colour or shade of any such outfit to be supplied;

(e) the limits of the prices to be paid by the employee for such outfits: Provided that in no case shall the price to be paid by such employee exceed the cost of the outfit to the employer;

(f) the conditions relating to the wearing of the said outfits: Provided—

(i) that if only one outfit has been supplied to an employee in any season, she may be required to wear it at all times during that season while on duty, except when the outfit is being cleaned or repaired; and

(ii) that the employer shall not restrict the employee from wearing any outfit when she is off duty;

(g) the period within which the employee shall be required to pay for each such outfit or set of outfits after the delivery thereof to her: Provided that the employer shall permit the employee to pay by way of at least four equal monthly deductions from her remuneration and provided further that an employer may, in the event of the termination of the contract of employment before the full amount

subklousule verskuldig is, betaal is, die balans wat aan hom verskuldig is in een bedrag van enige besoldiging wat aan die werknemer by sodanige beëindiging verskuldig is, mag aftrek; en

- (h) die tydperk wat die werkgewer of die werknemer moet kennis gee om die ooreenkoms te kanselleer, of om te onderhandel vir enige wysiging daarvan: Met dien verstande dat sodanige kennisgewing skriftelik moet geskied en nie vir of ten opsigte van enige uitrusting geld wat reeds aan die werknemer ingevolge hierdie subklousule gelewer is nie, uitgesonderd vir 'n wysiging waarkragtig daar getrag word om die getal paaielemente vir sodanige uitrusting te vermeerder en die bedrag van die paaielemente te verminder.

(9) By die toepassing van subklousule (8), beteken "gespesifiseerde uitrusting" of "uitrusting" enige bekledingstuk of -stukke (met uitsondering van skoene, pette, hoede, kouse, voorskote, oorpakke en wasbare oorjasse) met 'n gespesifiseerde kleur, skakering, ontwerp of styl of enige kombinasie van gespesifiseerde kleure, skakerings, ontwerpe of style.

12. BEÏNDIGING VAN DIENSKONTRAK.

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

- gedurende die eerste vier weke diens, minstens een werkdag;
- in die geval van 'n weeklikse werknemer, na die eerste vier weke diens, een week;
- in die geval van 'n maandelikse werknemer, na die eerste vier weke diens, twee weke

voornit op, of 'n werkgewer of 'n werknemer kan die kontrak te eniger tyd sonder opsegging beëindig deur die werknemer, of die werkgewer, na gelang van die geval, minstens ondergenoemde te betaal in plaas van opsegging te gee—

- in die geval van opsegging van een werkdag, die dagloon wat die werknemer ten tyde van dié beëindiging ontvang;
- in die geval van opsegging van 'n week, die weekloon wat die werknemer ten tyde van dié beëindiging ontvang;
- in die geval van opsegging van twee weke, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

met dien verstande—

- (i) dat dit nie die volgende raak nie:—

- Die reg van 'n werkgewer of 'n werknemer om die kontrak sonder opsegging om 'n regsgeldige rede te beëindig;
- 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;
- die werking van 'n verbeurings- of strafbepaling wat regens van toepassing mag wees op 'n werknemer wat dros;

- (ii) dat betaling in plaas van om kennis te gee nie toegelaat word nie gedurende 'n werknemer se afwesigheid—

- met verlof ingevolge klousule 6;
- met siekteverlof ingevolge klousule 7; of
- vir militêre opleiding ingevolge die Verdedigingswet, 1957;

- (iii) dat wanneer 'n werknemer, indien daar aan hom kennis van diensbeëindiging gegee is in stede van om hom in plaas van kennisgewing te betaal, gedurende sodanige kennisgewingstydperk op 'n verhoging ingevolge klousule 3 of 'n ekstra verloftydperk ingevolge klousule 6 geregtig sou geword het, sy werkgewer hom, benewens alle ander bedrae wat aan hom verskuldig is, die bedrag moet betaal wat hom sou toegekom het ten opsigte van sodanige verhoging of verlof, indien sodanige kennis aan hom gegee was.

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

(3) Die opsegging in subklousule (1) voorgeskryf, moet soos volg geskied—

- in die geval van 'n weeklikse werknemer, voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer en geld dit vanaf sodanige betaaldag;
- in die geval van 'n maandelikse werknemer, voor of op die eerste of die vyftiende dag van 'n kalendermaand en geld dit vanaf sodanige eerste of vyftiende dag;

Met dien verstande—

- dat die opseggingstermyn nie mag saamval nie met, en opsegging nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 6 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
- dat opsegging nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 mag geskied nie;
- dat die eerste week van die kennisgewingstydperk om 'n ooreenkoms ingevolge subklousule (9) van klousule 9 te kanselleer, nie mag saamval met diensopsegging ingevolge hierdie klousule nie; en
- dat, as 'n opseggingstermyn van slegs een werkdag vereis word, sodanige opsegging op enige werkdag mag geskied.

due by an employee under this sub-clause has been paid, deduct in one sum the balance due to him from any remuneration due to the employee at such termination; and

- (h) the period of notice to be given by the employer or the employee to cancel, or to negotiate for any alteration of, the agreement: Provided that such notice shall be in writing and shall not be for or in respect of any outfit already delivered to the employee under this sub-clause, other than for an amendment under which the number of instalments for such outfit are sought to be increased and the amount of the instalments to be decreased.

(9) For the purpose of sub-clause (8), "specified outfit" or "outfit" means any outer garment or garments (excluding shoes, caps, hats, stockings, aprons, overalls and washing coats) of specified colour, shade, design or style or any combination of specified colours, shades, designs or styles.

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- during the first four weeks of employment, not less than one work day's notice;
- in the case of a weekly employee, one week's notice after the first four weeks of employment;
- in the case of a monthly employee, two week's notice after the first four weeks of employment;

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

- in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;
- in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;
- in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided—

- (i) that this shall not affect—

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

- (ii) that payment in lieu of notice shall not be permitted during an employee's absence—

- on leave in terms of clause 6;
- on sick leave in terms of clause 7; or
- undergoing military training in pursuance of the Defence Act, 1957;

(iii) that where an employee, had he been given notice of termination of employment instead of being paid in lieu of notice, would have become entitled during such period of notice to an increment in terms of clause 3 or to an extra period of leave in terms of clause 6, his employer shall pay him in addition to all other amounts due to him, the amount which would have accrued to him in respect of such increment or leave, had he been given such notice.

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

- (3) The notice prescribed in sub-clause (1) shall be given—

- in the case of a weekly employee, on or before the usual pay day of the establishment for such employee and shall run from such pay day;
- in the case of a monthly employee, on or before the first or the fifteenth day of a calendar month and shall run from such first or fifteenth day;

Provided—

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

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

- (iii) that the first week of the period of notice to cancel an agreement in terms of sub-clause (9) of clause 9, shall not run concurrently with notice of termination of employment in terms of this clause; and

- (iv) that where only one work day's notice is required to be given such notice may be given on any work day.

(4) Die opsegging wat in subklousule (1) voorgeskryf word, moet skriftelik wees, uitgesonderd in die geval van 'n werknemer wat nie kan lees en skryf nie.

(5) Ondanks enige andersluidende bepalings in hierdie Vasstelling, mag 'n werkgever, wanneer 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om dit op te sê of sonder om sy werkgever in plaas van opsegging te betaal, hoogstens 'n bedrag wat sodanige werknemer aan hom sou moes betaal het in plaas van opsegging, van enige geld wat hy sodanige werknemer ingevolge enige bepalings van hierdie Vasstelling verskuldig is, vir homself neem.

13. DIENSSERTIFIKAAT.

Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat uitreik wat wesentlik in die vorm is soos in die Bylae van hierdie Vasstelling voorgeskryf en waarin die volle naam van die werkgever en van sy werknemer, die beroep van die werknemer, die aanvangsdatum en die aflooptdatum van die kontrak en die werknemer se week- of maandloon ten tyde van die datum van sodanige beëindiging, aangegee word.

14. VERBOD OP INDIENSNEMING.

'n Werkgever mag niemand wat jonger as vyftien jaar is, in diens neem nie.

15. LOGBOEK.

(1) 'n Werkgever moet aan sy motorvoertuigbestuurder of sy deelydse motorvoertuigbestuurder 'n logboek met duplikaatfolio's verskaf wat vir sover doenlik, in die volgende vorm is:—

DAAGLIKSE LOG.

Naam van werkgever	_____	_____
Naam van motorvoertuigbestuurder	_____	_____
Datum	_____	_____
Registrasienommer van voertuig	_____	_____
Aanvangstyd van werk	vm./nm.	vm./nm.
Uitskeityd van werk	vm./nm.	vm./nm.
Getaf ure gewerk	_____	_____
Etenstye van	vm./nm. tot	vm./nm.
Besonderhede van enige ongeluk of oponthoud	_____	_____

Datum _____ 19 _____

(Handtekening van motorvoertuigbestuurder.)

DAILY LOG.

Name of employer	_____	_____
Name of driver	_____	_____
Date	_____	_____
Registration number of the vehicle	_____	_____
Time of starting work	a.m./p.m.	a.m./p.m.
Time of finishing work	a.m./p.m.	a.m./p.m.
Number of hours worked	_____	_____
Meal hours from	a.m./p.m. to	a.m./p.m.
Particulars of any accident or delay	_____	_____

Date _____ 19 _____

(Signature of Driver.)

(2) Elke motorvoertuigbestuurder of deelydse motorvoertuigbestuurder 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 ná voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien, en by die toepassing van hierdie klousule het die uitdrukking "werk", met betrekking tot 'n deelydse motorvoertuigbestuurder, slegs betrekking op "n motorvoertuig bestuur" soos dit in die woordomskrywing van hierdie klas werknemer omskryf word.

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

(4) Die bepalings van subklousules (1), (2) en (3) is nie van toepassing nie op 'n motorvoertuig wat toegerus is met 'n meganiese toestel wat outomaties die begin- en stoptye aanteken vir die hele tydperk waarin die voertuig bestuur en die mylafstande afgeleë word: Met dien verstande—

- (i) dat die werkgever rekords byhou wat die name van al die bestuurders of deelydse bestuurders van sodanige voertuig ononderbroke aantoon, asook die tye wat elke bestuurder of deelydse bestuurder in beheer van die voertuig was;
- (ii) dat gemelde rekords die registrasienommer van die voertuig aantoon; en
- (iii) dat elke bestuurder of deelydse bestuurder gemelde rekords onderteken om die tyd wat hy in beheer kom van die voertuig en die tyd wat hy ophou om in beheer te wees van die voertuig, te bevestig.

(5) 'n Werkgever moet alle rekords wat in subklousule (4) gemeld word, vir 'n tydperk van minstens drie jaar hou ná die datum waarop die laaste inskrywing daarin of daarop gemaak is.

16. BYWONINGSREGISTER.

(1) Elke werkgever moet in sy bedryfsinrigting een of meer bywoningsregisters verskaf waarin voorsiening gemaak word vir die inskrywings wat daar ingevolge subklousule (3) van 'n werknemer vereis word: Met dien verstande dat 'n werkgever in

(4) The notice prescribed in sub-clause (1) shall be in writing, except in the case of an employee who is unable to read and write.

(5) Notwithstanding anything to the contrary in this Determination, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Determination, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly or monthly 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 driver of a motor vehicle or his part-time driver of a motor vehicle with a log book with duplicate folios as nearly as practicable in the following form:—

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle 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, and for the purpose of this clause the expression "work" in relation to a part-time driver of a motor vehicle shall refer only to "driving a motor vehicle" as defined in the definition of this class of employee.

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

(4) The provisions of sub-clauses (1), (2) and (3) shall not apply in respect of a motor vehicle which is fitted with a mechanical device which automatically records the starting and stopping times for the whole period during which the vehicle is being driven and the mileages performed: Provided—

- (i) that the employer keeps a record showing, with full continuity, the names of the drivers or part-time drivers of such vehicle and the times during which each driver or part-time driver was in charge of the vehicle;
- (ii) that the said record shows the registration number of the vehicle; and
- (iii) that the said record is signed by each driver or part-time driver confirming the time when he takes charge of the vehicle and the time when he ceases to be in charge of the vehicle.

(5) An employer shall retain every record referred to in sub-clause (4) for a period of not less than three years after the date of the last entry therein or thereon.

16. ATTENDANCE REGISTER.

(1) Every employer shall provide in his establishment one or more attendance registers in which provision is made for the entries which an employer is, in terms of sub-clause (3), required

plaas van sodanige bywoningsregister 'n halfoutomatiese inklokmasjien mag voorsien met die nodige kaarte so na as doenlik in die volgende vorm:—

to make: Provided that in lieu of such attendance register an employer may provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form:—

No. _____

Naam _____

Week eindigende _____ 19 _____

Dag.	In.	Uit.	In.	Uit.	Totaal.
Sondag..... { vm..... nm.....					
Maandag..... { vm..... nm.....					
Dinsdag..... { vm..... nm.....					
Woensdag..... { vm..... nm.....					
Donderdag..... { vm..... nm.....					
Vrydag..... { vm..... nm.....					
Saterdag..... { vm..... nm.....					

No. _____

Name _____

Week ending _____ 19 _____

Day.	In.	Out.	In.	Out.	Total.
Sunday..... { a.m..... p.m.....					
Monday..... { a.m..... p.m.....					
Tuesday..... { a.m..... p.m.....					
Wednesday.. { a.m..... p.m.....					
Thursday.... { a.m..... p.m.....					
Friday..... { a.m..... p.m.....					
Saturday.... { a.m..... p.m.....					

(2) 'n Werkgewer moet dag vir dag in sodanige bywoningsregister 'n rekord byhou van die naam en beroep van elke werknemer, of, waar hy 'n halfoutomatiese inklokmasjien verskaf het, moet hy elke werknemer van 'n kaart voorsien in die vorm voorgeskryf in die voorbehoudbepaling by subklousule (1), en hierdie kaart moet die naam van die werknemer aantoon asook die datum waarop die week eindig ten opsigte waarvan dit gebruik behoort te word.

(3) Tensy hy om 'n onvermydelike rede verhinder word om dit te doen, moet elke werknemer ten opsigte van elke dag wat hy werk, op dié dag—

(a) die volgende in sodanige bywoningsregister aanbring of aanteken:—

- (i) Sy handtekening;
- (ii) die tyd waarop hy begin werk het;

(2) An employer shall day by day keep a record in such attendance register of the name and occupation of every employee, or, where he has provided a semi-automatic time recorder, he shall provide every employee with a card, in the form prescribed in the proviso to sub-clause (1), which card shall reflect the name of the employee and the date of the termination of the week in respect of which it should be used.

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

(a) record in such attendance register—

- (i) his signature;
- (ii) the time he commenced work;

- (iii) die tyd waarop elke etens- of ander pouse, wat nie as gewone werkure gereken mag word nie, begin en geëindig het; en
- (iv) die tyd waarop die werk vir die dag afgehandel word; of
- (b) in 'n bedryfsinrigting waarin 'n halfoutomatiese inklokmassien verskaf word, inskrywings deur middel van sodanige masjien maak op 'n kaart wat ingevolge subklousule (2) verskaf word, wat die volgende aantoon:—
- (i) Die tyd waarop hy begin werk het;
- (ii) die tyd waarop elke etens- of ander pouse, wat nie as gewone werkure gereken mag word nie, begin en geëindig het; en
- (iii) die tyd waarop die werk vir die dag afgehandel word:

Met dien verstande dat, indien 'n werknemer nie in staat is om te lees of te skryf nie, sy werkgever namens hom die nodige inskrywings ten opsigte van punte (a) (ii) tot en met (a) (iv) moet doen en onderteken.

(4) 'n Werkgever moet sodanige bywoningsregister of kaarte, na gelang van die geval, hou vir 'n tydperk van minstens drie jaar na die datum waarop die laaste inskrywing daarin of daarop gedoen is.

(5) Alle inskrywings in 'n bywoningsregister moet met ink of inktlood gedoen word.

(6) Die bepalings van hierdie klousule is nie van toepassing op werknemers bedoel in klousule 5 (9) (a) of op 'n motorvoertuig bestuurder of 'n deeltydse motorvoertuigbestuurder nie.

- (iii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and
- (iv) the time of finishing work for the day; or
- (b) in an establishment in which a semi-automatic time recorder is provided, make entries by means of such recorder on a card provided in terms of sub-clause (2) to show—
- (i) the time he commenced work;
- (ii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and
- (iii) the time of finishing work for the day:

Provided that if an employee is unable to read and write his employer shall on his behalf make and sign the necessary entries in respect of items (a) (ii) to (a) (iv), inclusive.

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

(5) Every entry in an attendance register shall be made in ink or indelible pencil.

(6) The provisions of this clause shall not apply to employees referred to in clause 5 (9) (a) or to a driver of a motor vehicle or a part-time driver of a motor vehicle.

BYLAE.

Ek/Ons*

Wat sake doen in die bedryf van† _____
te _____

verklaar hierby dat mnr./mev./mej.* _____
in my/ons* diens was van die _____ dag van _____ 19____
tot die _____ dag van _____ 19____ in die beroep van† _____

By diensbeëindiging was sy/haar* loon _____ rand _____ sent per week/maand*.

(Handtekening van Werkgever of sy Gemagtigde Verteenwoordiger.)

Datum _____

* Skrap wat nie van toepassing is nie.

† Meld die aard van die bedryf, byvoorbeeld juwelier, ysterwarehandelaar, drankwinkelhandelaar, algemene handelaar.

‡ Meld die beroep waarin die werknemer uitsluitlik of hoofsaaklik in diens was, byvoorbeeld klerk, winkelassistent, algemene werker.

SCHEDULE.

I/We*
carrying on trade as† _____
at _____

hereby certify that Mr./Mrs./Miss* _____ day of _____ 19____
was employed by me/us* from the _____ day of _____ 19____, in the occupation of†
to the _____ day of _____ At the termination of employment his/her*
wage was _____ Rand, _____ cents per week/month*.

(Signature of Employer or Authorised Representative.)

Date _____

* Delete whichever inapplicable.

† State nature of the trade, e.g., jeweller, hardware merchant, bottle storekeeper, general dealer.

‡ State occupation in which employee was wholly or mainly engaged, e.g., clerk, shop assistant, general worker.

No. R. 1252.] [14 Augustus 1964.
WET OP OORLOGSMAATREËLS, 1940.

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

KOMMERSIËLE DISTRIBUSIEBEDRYF, KLEINER
DORPE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvasstelling vir die Kommersiële Distribusiebedryf, Kleiner Dorpe, gepubliseer by Goewermentskennisgewing No. R. 1250 van 14 Augustus 1964.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1252.] [14 August 1964.
WAR MEASURE ACT, 1940.

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

COMMERCIAL DISTRIBUTIVE TRADE, SMALLER
TOWNS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Commercial Distributive Trade, Smaller Towns, published under Government Notice No. R. 1250 of the 14th August, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1253.]

[14 Augustus 1964.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.KOMMERSIËLE DISTRIBUSIEBEDRYF, KLEINER
DORPE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Vasstelling vir die Kommersiële Distribusiebedryf gepubliseer by Goewermentskennisgewing No. R. 1250 van 14 Augustus 1964, oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1253.]

[14 August 1964.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.COMMERCIAL DISTRIBUTIVE TRADE, SMALLER
TOWNS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Determination for the Commercial Distributive Trade published under Government Notice No. R. 1250 of the 14th August, 1964, on the whole to be not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
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