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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 656

15 April 1976

WAGE ACT, 1957

**WAGE DETERMINATION 366.—COMMERCIAL
 DISTRIBUTIVE TRADE, LARGER TOWNS**

By direction of the Minister of Labour it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Commercial Distributive Trade, Larger Towns, and has fixed the second Monday after the date of publication of this notice as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF THE 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, Durbanville, George, Gordon's Bay, Graaff-Reinet, Grahamstown, Hermanus, King William's Town, Knysna, Kokstad, Kraaifontein, Kuils River, Kuruman, Mafeking, Malmesbury, Middelburg, Montagu, Mossel Bay, Oudtshoorn, Paarl, Queenstown, Riversdale, Robertson, Somerset East, Somerset West, Stellenbosch, Strand, Swellendam, Uitenhage, Upington, Vryburg, Wellington and Worcester;

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 656

15 April 1976

LOONWET, 1957

**LOONVASSTELLING 366.—KOMMERSIËLE DISTRI-
 BUSIEBEDRYF, GROTER DORPE**

In opdrag van die Minister van Arbeid, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekendgemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Kommersiële Distribusiebedryf, Groter Dorpe, gemaak en die tweede Maandag na die datum van publikasie van hierdie kennisgewing bepaal het as die datum waarop die bepalinge van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN DIE VASSTELLING

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

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

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Natal.—The municipal areas or town board areas, as the case may be, of Dundee, Estcourt, Glencoe, Ladysmith, Margate (as it was before Proclamation 42 of 1974 by the Administrator of the Province of Natal came into operation), Newcastle, Port Shepstone, Scottburgh and Vryheid;

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

Transvaal.—The municipal areas, village council areas, health committee areas or local area committee areas of the Transvaal Board for the Development of Peri-Urban Areas, as the case may be, of Barberton, Bethal, Brits, Christiana, Ermelo, Evander, Groblersdal, Heidelberg, Lichtenburg, Louis Trichardt, Lydenburg, Meyerton, Middelburg, Nelspruit, Nylstroom, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rensburg, Rustenburg, Schweizer-Reneke, Standerton, Tzaneen, Volksrust, Warm Baths, Waterval-Boven, White River, Witbank, Wolmaransstad and Zeerust;

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

(a) employees, the major portion of whose time is spent on—

(i) hairdressing, hair-cutting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, tinting, styling, permanent waving, marcel or water waving, or any other treatment of the hair of the head or the face; or

(ii) the massage or other stimulative treatment of the face, scalp or neck; or

(iii) manicuring, eyebrow plucking, board work, trichological treatment or beauty culture;

whether or not any apparatus, appliance, preparation or substance is used in any of these operations;

(b) employees wholly or mainly employed in Bantu areas, as defined in section 1 (1) of the Industrial Conciliation Act, 1956, for the performance of the activities for which they are employed;

(c) employees in an establishment in which motor vehicles are assembled and from which established motor spare parts or accessories, whether manufactured therein or acquired from other sources, are sold or distributed or both sold and distributed, if and for so long as such spare parts or accessories are sold or distributed or sold and distributed solely to employers in the Motor Garage Trade;

(d) employees selling ice-cream, sherbet or frozen delicacies of a similar nature from any conveyance;

(e) employees in the Mineral Water Manufacturing Industry in respect of the sale or distribution by retail in the following areas mentioned above, namely George, Mossel Bay, Oudtshoorn, Paarl, Somerset West, Stellenbosch, Wellington, Worcester, Kroonstad, Odendaalsrus, Virginia, Lichtenburg and Potchefstroom;

(f) employees in the Wool, Mohair, Hides and Skins Trade in the following of the areas mentioned above, namely Uitenhage and Kroonstad; and

(g) employees in the Business Equipment Industry.

2. DEFINITIONS

(a) Unless the context otherwise indicates, any expression which is used in this Determination and is defined in the Wage Act, 1957, has the same meaning as that given in the said 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, other than second-hand clothing, incidental to the sale of such articles from an establishment;

“alteration milliner” means an employee who is engaged in altering women’s or girls’ hats, incidental to the sale of such hats from an establishment;

“Area A” means the areas of Dispatch, Durbanville, Gordon’s Bay, Hermanus, Kraaifontein, Kroonstad, Kuils River, Meyerton, Odendaalsrus, Paarl, Potchefstroom, Somerset West, Stellenbosch, Strand, Uitenhage, Virginia, Wellington, Witbank and Worcester, as described in clause 1;

“Area B” means the areas of Bethlehem, Caledon, Ceres, Cradock, Ermelo, Estcourt, Evander, George, Graaff-Reinet, Heidelberg (Transvaal), Knysna, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Transvaal), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Phalaborwa, Pietersburg, Rensburg, Rustenburg, Upington, Vryburg and Vryheid, as described in clause 1;

“Area C” means the areas of Aliwal North, Barberton, Beaufort West, Bethal, Brits, De Aar, Dundee, Glencoe, Grahamstown, Harrismith, King William’s Town, Kokstad, Mafeking, Margate (as it was before Proclamation 42 of 1974 by the Administrator of the Province of Natal came into operation),

Natal.—Die munisipale gebiede of dorpsbestuursgebiede, na gelang van die geval, van Dundee, Estcourt, Glencoe, Ladysmith, Margate (soos dit bestaan het voordat Proklamasie 42 van 1974 van die Administrateur van die provinsie Natal in werking getree het), Newcastle, Port Shepstone, Scottburgh en Vryheid;

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

Transvaal.—Die munisipale gebiede, dorpsraadgebiede, gesondheidskomiteegebiede of plaaslike gebiedskomiteegebiede van die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede, na gelang van die geval, van Barberton, Bethal, Brits, Christiana, Ermelo, Evander, Groblersdal, Heidelberg, Lichtenburg, Louis Trichardt, Lydenburg, Meyerton, Middelburg, Nelspruit, Nylstroom, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Rensburg, Rustenburg, Schweizer-Reneke, Standerton, Tzaneen, Volksrust, Warmbad, Waterval-Boven, Witbank, Wit-rivier, Wolmaransstad en Zeerust;

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

(a) werknemers wie se tyd grotendeels in beslag geneem word deur—

(i) die knip, kap, skeer, krul, reinig, skroei, was, bleik, verf, kleur, tint, stileer, permanent-, marcel- of waterkartel of enige ander behandeling van die kop- of gesig; of

(ii) die massering of ander stimulerende behandeling van die gesig, kopvel of nek; of

(iii) naelversorging, winkbroue pluk, bordwerk, trichologiese of skoonheidsbehandeling.

hetsy by engeen van hierdie werksaamhede enige apparaat, toestel, preparaat of stof gebruik word, al dan nie;

(b) werknemers wat uitsluitlik of hoofsaaklik werksaam is in Bantoegebiede soos omskryf in artikel 1 (1) van die Wet op Nywerheidsversoening, 1956, vir die verrigting van die werksaamhede waarvoor hulle in diens geneem is;

(c) werknemers in ’n bedryfsinrigting waarin motorvoertuie gemonteer en waaruit motoronderdele of bybehore, hetsy daarin vervaardig of uit ander bronne verkry, verkoop of versprei word, of sowel verkoop as versprei word indien en vir solank as wat sodanige onderdele of bybehore verkoop of versprei word of verkoop en versprei word uitsluitlik aan werkgewers in die Motorgaragebedryf;

(d) werknemers wat roomys, sorbet of bevrore lekkernye van ’n soortgelyke aard van enige vervoermiddel af verkoop;

(e) werknemers in die Mineralewaternywerheid ten opsigte van die kleinhandelverkope of -verspreiding in die volgende gebiede hierbo omskryf, naamlik George, Mosselbaai, Oudtshoorn, Paarl, Somerset-Wes, Stellenbosch, Wellington, Worcester, Kroonstad, Odendaalsrus, Virginia, Lichtenburg en Potchefstroom;

(f) werknemers in die Wol-, Angorahaar-, Huid- en Velbedryf in die volgende gebied hierbo omskryf, naamlik Uitenhage en Kroonstad; en

(g) werknemers in die Bedryfsuitrustingnywerheid.

2. WOORDOMSKRYWINGS

(a) Tensy die sinsverband anders aandui, het elke uitdrukking wat in hierdie Vasstelling gebruse en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in daardie Wet en, tensy onbestaanbaar met die sinsverband, beteken—

“afleweringswerknemer” ’n werknemer wat briewe, boodskappe of goedere aflewer of vervoer op enige ander wyse as deur middel van ’n motorvoertuig met ’n silinderinhoud van meer as 50 cm³;

“algemene assistent” ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede werksaam is:

(a) ’n Versorger-bestellingsnemer vergesel of bystaan, maar nie ’n motorvoertuig dryf of gereedskap onafhanklik gebruik nie;

(b) adresseermasjienbediener;

(c) posseëls plak op briewe, pakkette of ander artikels wat gepos moet word of ’n handfrankeermasjien bedien;

(d) gedrukte of klaar geadresseerde etikette plak op bottels, bale, kiste of ander pakke;

(e) monteur;

(f) kissies van kasplanke met die hand inmeekaarsit;

(g) sakheelmaker;

(h) fietsmonteur;

(i) wiele omruil of lekkes heelmaak;

(j) filterperse of masjinerie skoonmaak;

(k) pluimvee skoonmaak of pluk;

(l) rou vis skoonmaak, krap, moof of stukkend sny;

(m) invordering van kontantgeld in die geval van k.b.a.-verkope of aanname van skriftelike bestellings;

(n) met betrekking tot goedere wat in die bedryfsinrigting verkoop word, papier, monsters, linoleum, gordynstange, ogiesdraad, draad of ander artikels of goedere met die hand sny;

Middelburg (C.P.), Montagu, Parys, Port Shepstone, Potgietersrus, Queenstown, Riversdale, Robertson, Scottburgh, Standerton, Swellendam, Tzaneen, Volksrust and Warm Baths, as described in clause 1;

"Area D" means the areas of Burgersdorp, Christiana, Ficksburg, Groblersdal, Heilbron, Kuruman, Ladybrand, Louis Trichard, Lydenburg Nylstroom, Piet Retief, Senekal, Somerset East, Schweizer-Reneke, Waterval-Boven, Wolmaransstad, White River and Zeerust, as described in clause 1;

"assembler" means an employee, other than a bicycle assembler, who is engaged in assembling mechanical or electrical devices or appliances or any components thereof as a whole or in part from ready-made parts;

"bag mender" means an employee who is engaged in mending bags or sacks by machine where such mending is incidental to the sale of the bags or sacks or goods to be contained in them;

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

"bicycle assembler" means an employee who is engaged in any one or more of the following duties or operations:

(a) Assembling bicycles or any components thereof as a whole or in part from ready-made parts;

(b) truing bicycle wheels or making final adjustments to an assembled bicycle;

(c) adjusting precision bearings, chains or build-up wheels or setting and tightening spokes;

and for the purpose of this definition the expression "bicycle" means a bicycle, a tricycle and a delivery tricar propelled by hand or foot and includes a perambulator, a go-cart, a scooter, an express wagon, a pedal car and any other similar child's wheeled vehicle or toy propelled by hand or foot;

"business equipment" means appliances, equipment, machines, devices and apparatus, operating according to manual, photographic, mechanical, electrical, electrostatic, or electronic principles or any combination of such principles, which are primarily intended for use in accounting, business, calculating, data processing, or office procedures;

"Business Equipment Industry" means the industry in which employers are associated with their employees for the purpose of carrying on one or more or all of the following activities:

(a) Assessing the needs of business, industrial, State or other undertakings and organisations in regard to the use of business equipment and recommending equipment and systems to meet specific needs;

(b) leasing, hiring, renting or selling business equipment, including the selling by the supplier of business equipment of accessories and materials used in conjunction with the equipment supplied;

(c) providing services to users of business equipment, which are essential or incidental to the operation thereof, such as training the user's employees in operating the equipment, the design or implementation of accounting, business, data-processing or office systems, and the hiring of the services of specialist staff;

(d) assembling, installing, maintaining, servicing or repairing business equipment;

but does not include the sale or distribution or the sale and distribution of business equipment or accessories and materials for such equipment, where such sale or distribution is not also carried on in conjunction with any one or more of the activities referred to in (a), (c) or (d) above;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week, except in a week during which the end of a month falls on a work-day, in which case such an employee may in such week work for the same employer for not more than three days up to and including the last day of that month and for not more than three days of the next month, provided that such employee is not employed by the same employer for more than five days in such week;

"Catering Trade" means the Trade in which employers and employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or portion thereof, whether permanent, temporary, indoors or in the open air, and this includes such activities when carried on in or from one or more classes of premises or portions thereof—

(a) which are used as public restaurants, cafés or tearooms;

(b) where meals or non-alcoholic drinks are served for consumption on the premises or provided for consumption away from the premises;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;

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

(o) afvalmetaal met asetileen- of elektriese brander in stukke sny;

(p) afleweringswerknemer;

(q) uitstaller se assistent;

(r) dupliseermasjiëbediener;

(s) bottels of ander houers vul, of dit van doppies, proppe of etikette voorsien;

(t) pos opvou of in koeverte plaas;

(u) eiers volgens grootte gradeer;

(v) roerende eiendom gedurende die besigheidsure van 'n bedryfsinrigting bewaak;

(w) stryker;

(x) tee of dergelike drank maak vir, of tee of dergelike drank bedien aan werknemers of aan sy werkgewer of aan gaste;

(y) bale, blikke, kiste of ander pakke met die hand merk, brandmerk of sjabloneer;

(z) gebruikte klere vir verkoop heelmaak of verstel;

(aa) bediener van 'n mobiele hystoestel;

(ab) kiste of kratte toespyker of heelmaak;

(ac) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;

(ad) bediener van 'n draagbare pomp;

(ae) enige kragaangedrewe masjië bedien wat nie andersins spesifiek in hierdie klousule vermeld word nie;

(af) goedere verpak vir versending of aflewering;

(ag) goedere op uitstaltouerbanke, eilandrakke ("gondolas") of rakke plaas of opstapel, maar nie vir vertoning nie;

(ah) met 'n rubberstempel of ander toestel pryse herhaaldelik op goedere aanbring, onder toesig;

(ai) met 'n gestelde massameter of met 'n gestelde maat herhaaldelik massameet of herhaaldelik meet; of massabepaling vir voorraad;

(aj) riefel- of veselborddose of soortgelyke houers inmeekaarsit of uitmeekaarhaal;

(ak) pakke, pakkette of sjablone sorteer of pakkette toedraai;

(al) bande of drade om kiste sit;

(am) rubber- of ander stempels gebruik, waar daar geen onderskeidingsvermoë nodig is nie;

(an) wag;

"algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede werksaam is:

(a) 'n Drywer van 'n afleweringsvoertuig vergesel of bystaan, maar nie die afleweringsvoertuig dryf nie;

(b) afvalmetaal opbreek, waarby inbegrepe is afvalmetaal in stukke sny met enige middel uitgesonderd 'n asetileen- of elektriese brander;

(c) goedere dra of skuif, uitgesonderd met 'n kragaangedrewe toestel;

(d) persele of voertuie, meubels, implemente, gereedskap, gerei of ander artikels op sy werkgewer se perseel skoonmaak;

(e) outomatiese of halfoutomatiese masjiëne, bewegende ver-voerbande of platforms voer of daarvan afneem;

(f) voertuie laai of aflaai;

(g) vuurmaak of vure aan die brand hou of afval of as verwyder;

(h) afvallood smelt;

(i) sakke met die hand heelmaak;

(j) bestanddele van diere- of pluimveevoer waarvan die massa vooraf bepaal of andersins vasgestel is, met die hand meng;

(k) deure of vensters of bale, kiste of ander pakke oop- of toemaak;

(l) lê sakke, bottels of ander houers sorteer;

(m) goedere uitpak;

(n) oorpakke, uniforms of beskermende klere was;

"Bantoe" 'n persoon wat inderdaad 'n lid van enige inboorling-ras of -stam van Afrika is of algemeen as sodanig aanvaar word;

"bediener van 'n mobiele hystoestel" 'n werknemer wat 'n kragaangedrewe mobiele hystoestel bedien wat by die laai, aflaai, versit of opstapel van goedere gebruik word, en omvat dit ook 'n bediener van 'n goederehyser;

"bedryfsinrigting" 'n perseel waarop of in verband waarmee een of meer werknemers in die Kommersiële Distribusiebedryf in diens is;

"bedryfsuitrusting" toestelle, uitrusting, masjiëne, instrumente en apparaat, hetsy gebruik gemaak word van die hande, van fotografiese, meganiese, elektrotegniese, elektrostatische of elektroniese beginsels, of enige kombinasie van sodanige beginsels, wat in die eerste instansie bedoel is vir gebruik in boekhou-, besigheids-, rekenaar-, dataverwerkings- of kantoorprosedures;

"Bedryfsuitrustingnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer of al die volgende werksaamhede te verrig:

(a) 'n Raming te maak van die behoeftes van besigheids-, nywerheids-, staats- of ander ondernemings en organisasies betreffende die gebruik van bedryfsuitrusting en om uitrusting en stelsels aan te beveel wat in die bepaalde behoeftes sal voorsien;

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 accommodation establishments;

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

"chauffeur" means an employee who is engaged in driving a motor vehicle designed to carry passengers and used for the conveyance of his employer, staff, clients or visitors;

"clerical assistant" means an employee who, under the supervision of a clerk with not less than two years' experience, is engaged in any one or more of the following activities:

- (a) Adding or subtracting, with or without a machine;
- (b) copying, otherwise than by means of a typewriter, names and addresses from prepared documents on to envelopes, labels or circulars;
- (c) entering, otherwise than by means of a typewriter, particulars in records;
- (d) filing documents in accordance with a written instruction or list or in alphabetical, colour or numerical order;
- (e) issuing time cards;
- (f) writing out consignment or delivery notes or packing slips;
- (g) writing up stock cards;
- (h) in an establishment or a portion of such establishment to which customers normally have no access, checking, for accuracy, orders assembled by a store assistant;

"clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes a despatch clerk, an office cashier, an outside sales assistant, a store detective, a storeman, a telephone switchboard operator and an operator of a machine used for accounting and calculating purposes or a 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 part of such employee's work;

"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—

- (1) that section of the Trade in which is carried on—

- (a) the sale or distribution or the sale and distribution by manufacturers (including cereal millers) of the goods manufactured by them: Provided that this exclusion shall not apply—

- (i) in respect of the sale or distribution or the sale and distribution of goods, other than bread, biscuits, cakes and pastries, from premises situated away from the factory premises if such goods have not been manufactured or produced to the order of any person and are sold or distributed to any person for use or consumption by that person and not for resale; and

- (ii) to a manufacturer's representative through whose activities goods of a manufacturer are sold or distributed or sold and distributed;

- (b) the sale or distribution or the sale and distribution of the products of a bakehouse from the premises thereof;

- (c) the sale or distribution or the sale and distribution of stone, gravel, sand, road material or other similar products; or

- (d) the business of a quarry master;

- (2) the business carried on under a wine and malt liquor licence;

- (3) the Catering Trade;

- (4) the Coal Trade;

- (5) the Dairy Trade;

- (6) the Eating-house Keeper Trade;

- (7) the Liquid Fuel and Oil Trade;

- (8) the Liquor Manufacturing Industry;

- (9) the Meat Trade;

- (10) the Motor Garage Trade;

- (11) the Newspaper Publishing Trade;

- (12) the Timber 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;

(b) bedryfsuitrusting te verhuur, te huur, te verpag of the verkoop, insluitende die verkoop deur die verskaffer van bedryfsuitrusting van toebehore en materiaal wat gebruik word saam met die uitrusting wat verskaf word;

(c) dienste te lewer aan gebruikers van bedryfsuitrusting wat noodsaaklik is vir of gepaard gaan met die bediening daarvan, soos die opleiding van die werknemers van die gebruiker in die bediening van die uitrusting, die ontwerp of implementering van boekhou-, besigheids-, dataverwerkings- of kantoorstelsels en die huur van die dienste van gespesialiseerde personeel;

(d) bedryfsuitrusting te monteer, installeer, onderhou, versien of herstel;

maar uitgesonderd die verkoop of verspreiding of die verkoop en verspreiding van bedryfsuitrusting of toebehore en materiaal daarvoor, waar sodanige verkoop of verspreiding nie uitgeoefen word saam met enigeen of meer van die werksaamhede in (a), (c) of (d) hierbo bedoel nie;

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

- (a) toesig oor;

- (b) verantwoordelikheid vir; en

- (c) leiding van;

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

"buiterverkoopsassistent" 'n werknemer wat vir en namens 'n kleinhandelbedryfsinrigting van kantoor tot kantoor of van private huis tot private huis gaan om bestellings van persone te vra, aan te vra of te werf vir die verskaffing van goedere aan hulle vir hul eie gebruik of verbruik, en wat geld namens sy bedryfsinrigting kan insamel;

"chauffeur" 'n werknemer wat 'n motorvoertuig bestuur wat vir die vervoer van passasiers bedoel is en wat gebruik word vir die vervoer van sy werkgever of van personeel, klante of besoekers;

"deeltydse drywer van 'n motorvoertuig" 'n werknemer wat in die reël ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordomsywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf en alle tyd wat die drywer, terwyl hy in beheer van die voertuig is, aan werk in verband met die voertuig of die vraag bestee;

"deeltydse werknemer" 'n versteller, hoedeversteller, skoonmaker van persele, klerk, uitstaller, verkoopsassistent of 'n winkelassistent wat as sodanig by die week of maand in diens is vir hoogstens 25 gewone werkure in 'n week;

"demonstrateur" 'n werknemer wat in of by sy werkgever se bedryfsinrigting uitsluitlik of hoofsaaklik gemoeid is met die demonstrasie van goedere met die doel om persone te bewoeg om sodanige goedere te koop;

"demonstrateur-verkoopsman" 'n werknemer wat uitsluitlik of hoofsaaklik weg van die bedryfsinrigting van sy werkgever masjinerie, gereedskap, radio's, koelkaste of ander meganiese toestelle demonstreer, en wat sodanige masjinerie, gereedskap, radio's, koelkaste of ander toestelle mag verkoop;

"Distrik A" die gebiede Bethlehem, Bethal, Brits, Despatch, Durbanville, Ermelo, Estcourt, Evander, George, Gordonsbaai, Grahamstad, Harrismith, Heidelberg (Transvaal), King William's Town, Knysna, Kraaifontein, Kroonstad, Kuilsrivier, Kuruman, Ladysmith, Lichtenburg, Meyerton, Middelburg (Transvaal), Mosselbaai, Nelspruit, Newcastle, Nylsroom, Odendaalsrus, Oudtshoorn, Paarl, Phalaborwa, Pietersburg, Potchefstroom, Potgietersrus, Queenstown, Rensburg, Rustenburg, Somerset-Wes, Standerton, Stellenbosch, Strand, Tzaneen, Uitenhage, Upington, Virginia, Volksrust, Vryburg, Vryheid, Warmbad, Wellington, Witbank, Witrivier en Worcester, soos in klousule 1 beskryf;

"Distrik B" die gebiede Aliwal-Noord, Barberton, Beaufort-Wes, Burgersdorp, Caledon, Ceres, Christiansburg, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, Groblersdal, Heilbron, Hermanus, Kokstad, Ladybrand, Louis Trichardt, Lydenburg, Mafeking, Malmesbury, Margate (soos dit bestaan het voordat Proklamasie 42 van 1974 van die Administrateur van die provinsie Natal in werking getree het), Middelburg (K.P.), Montagu, Parys, Piet Retief, Port Shepstone, Riversdal, Robertson, Schweizer-Reneke, Scottburgh, Senekal, Somerset-Oos, Swellendam, Waterval-Boven, Wolmaransstad en Zeerust, soos in klousule 1 beskryf;

"drank" enige drank soos omskryf in die Drankwet, 1928 (Wet 30 van 1928);

"Drankvervaardigingsnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om drank te vervaardig (en die uitdrukking "vervaardig" sluit ook versnyding en vermenging in) en sodanige drank vanuit enige bedryfsinrigting van watter aard ook al te verkoop of te versprei of te verkoop en te versprei, hetsy die werkgever ook drank

"Dairy Trade" means the trade in which employers and employees are associated for the sale or distribution of the sale and distribution of—

(a) whole milk; and

(b) any or all of the articles included in the definition of dairy produce if such sale or distribution or sale and distribution is in association with the sale or distribution of the sale and distribution of whole milk;

and further includes all work incidental thereto;

"delivery employee" means an employee who is engaged in delivering or conveying letters, messages or goods by any means other than by means of a motor vehicle with an engine capacity exceeding 50 cm³;

"demonstrator" means an employee who is wholly or mainly engaged in or at his employer's establishment in demonstrating goods with the object of inducing persons to buy such goods;

"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;

"despatch clerk" means an employee who is responsible for receiving goods into or from a store or warehouse or from departments for despatch or despatching goods from a store or warehouse, and who may supervise and control the duties of a clerical assistant, a store assistant, a general assistant or general worker;

"displayer" means an employee who is wholly or mainly engaged in drawing, painting, making or preparing posters, placards, backgrounds, set pieces or window, interior or exterior displays;

"displayer's assistant" means an employee who, under the direction and in accordance with the specific detailed instructions of a displayer, is engaged in any one or more of the following activities:

(a) Ground painting to outlines or other demarcated limits indicated by a displayer on posters, placards or other displays;

(b) cutting out or assembling posters, placards or other materials comprising set pieces or other displays designed by the displayer;

"District A" means the areas of Bethlehem, Bethal, Brits, Despatch, Durbanville, Ermelo, Estcourt, Evander, George, Gordon's Bay, Grahamstown, Harrismith, Heidelberg (Transvaal), King William's Town, Knysna, Kraaifontein, Kroonstad, Kuils River, Kuruman, Ladysmith, Lichtenburg, Meyerton, Middelburg (Transvaal), Mossel Bay, Nelspruit, Newcastle, Nylstroom, Oendaalsrus, Oudtshoorn, Paarl, Phalaborwa, Pietersburg, Potchefstroom, Potgietersrus, Queenstown, Rensburg, Rustenburg, Somerset West, Standerton, Stellenbosch, Strand, Tzaneen, Uitenhage, Upington, Virginia, Volksrust, Vryburg, Vryheid, Warm Baths, Wellington, Witbank, White River and Worcester, as described in clause 1;

"District B" means the areas of Aliwal North, Barberton, Beaufort West, Burgersdorp, Caledon, Ceres, Christiana, Cradock, De Aar, Dundee, Ficksburg, Glencoe, Graaff-Reinet, Groblersdal, Heilbron, Hermanus, Kokstad, Ladybrand, Louis Trichardt, Lydenburg, Mafeking, Malmesbury, Margate (as it was before Proclamation 42 of 1974 by the Administrator of the Province of Natal came into operation), Middelburg (C.P.), Montagu, Parys, Piet Retief, Port Shepstone, Riversdale, Robertson, Schweizer-Reneke, Scottburgh, Senekal, Somerset East, Swellendam, Waterval-Boven, Wolmaransstad and Zeerust, as described in clause 1;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purposes 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 sale or supply of food or drink to persons other than Whites in a building, structure or premises where food or drink is sold or supplied for consumption on the premises, and includes all activities incidental to or consequent thereon;

"emergency work" means—

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

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

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

wat uit ander bronne verkry word vanuit enige sodanige bedryfsinrigting verkoop of versprei of verkoop en versprei of nie, indien en vir solank as wat hy—

(a) drank in groothandelhoeveelhede verkoop of versprei of verkoop en versprei;

(b) hoofsaaklik sy eie vervaardigde produkte verkoop of versprei of verkoop en versprei;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf;

"Eethuisbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop of verskaffing van voedsel of drank aan ander persone as Blankes in 'n gebou, struktuur of perseel waar voedsel of drank vir verbruik op die perseel verkoop of verskaf word, en omvat dit alle werksaamhede wat daarmee in verband staan of daaruit voortspruit;

"faktotum" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Kleinere herstelwerk of verstellers doen aan masjinerie, installasie of ander uitrusting wat die eiendom van sy werkgewer is;

(b) kleinere herstelwerk of verstellers doen aan goedere waarin sy werkgewer handel dryf;

(c) kleinere herstelwerk of opknappings of onderhoudwerk doen aan geboue wat deur sy werkgewer geokkupeer word;

(d) tapyte of gordyne wat deur sy werkgewer verkoop word, ooreenkomstig die klant se vereistes insit of hang;

maar wat geen werk verrig wat gewoonlik deur 'n ambagsman of 'n versteller gedoen word nie;

"fietsmonteur" 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:

(a) Fietse of enige onderdele daarvan in die geheel of gedeeltelik van klaarvervaardigde onderdele inmeekaar sit;

(b) fietswiele regstel of finale verstellers aan 'n gemonteerde fiets doen;

(c) presisielaars, kettings of opgeboude wiele verstel of speke aansit of stywer stel;

en by die toepassing van hierdie woordskrywing omvat die uitdrukking "fiets", 'n fiets, 'n driewiel en 'n afleweringsdriewiel deur hand of voet aangedryf en sluit ook in 'n kinderwaentjie, 'n stootwaentjie, 'n bromponie, 'n snelwa, 'n trapkarretjie en enige ander dergelike kindervoertuig met wiele, of speelgoed wat met die hand of voet aangedryf word;

"Gebied A" die gebiede Despatch, Durbanville, Gordonsbaai, Hermanus, Kraaifontein, Kroonstad, Kuilsrivier, Meyerton, Oendaalsrus, Paarl, Potchefstroom, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Virginia, Wellington, Witbank en Worcester, soos in klousule 1 beskryf;

"Gebied B" die gebiede Bethlehem, Caledon, Ceres, Cradock, Ermelo, Estcourt, Evander, George, Graaff-Reinet, Heidelberg (Transvaal), Knysna, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Transvaal), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Phalaborwa, Pietersburg, Rensburg, Rustenburg, Upington, Vryburg en Vryheid, soos in klousule 1 beskryf;

"Gebied C" die gebiede Aliwal-Noord, Barberton, Beaufort-Wes, Bethal, Brits, De Aar, Dundee, Glencoe, Grahamstad, Harrismith, King William's Town, Kokstad, Mafeking, Margate (soos dit bestaan het voordat Proklamasie 42 van 1974 van die Administrateur van die provinsie Natal in werking getree het), Middelburg (K.P.), Montagu, Parys, Port Shepstone, Potgietersrus, Queenstown, Riversdal, Robertson, Scottburgh, Standerton, Swellendam, Tzaneen, Volksrust en Warmbad, soos in klousule 1 beskryf;

"Gebied D" die gebiede Burgersdorp, Christiana, Ficksburg, Groblersdal, Heilbron, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Nylstroom, Piet Retief, Senekal, Somerset-Oos, Schweizer-Reneke, Waterval-Boven, Wolmaransstad, Witrivier en Zeerust, soos in klousule 1 beskryf;

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

"handelsreisiger" 'n werknemer, uitgesonderd 'n buiterverkoops-assistent of 'n versorger-bestellingsnemer, wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting vir so 'n inrigting bestellings werf, vra of soek en wat geld mag invorder;

"handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig mag dryf wat die handelsreisiger in die uitvoering van sy werk gebruik;

"hoedeverssteller" 'n werknemer wat vroue- of meisiehoede verstel as deel van die verkoop van sodanige hoede vanuit 'n bedryfsinrigting;

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

(c) any work in connection with the provisioning of ships; or

(d) any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

"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 an alteration milliner, the total period or periods of employment which an employee has had in any trade as an alteration milliner or milliner;

(c) in relation to a clerk, displayer or sales assistant, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk, displayer or a sales assistant: Provided that—

(i) any period or periods of employment in excess of three years in all in any one or two of these occupations shall not be regarded as employment in any other of these occupations;

(ii) any period or periods of employment which an employee has had as a senior sales assistant or a supervisor shall be deemed to be employment as a sales assistant;

(iii) only one half of the period or periods of employment which an employee has had as a part-time employee shall be regarded as employment as an alteration hand, alteration milliner, clerk, displayer, sales assistant or shop assistant, as the case may be;

(d) in relation to a service supply salesman or traveller, the total period or periods of employment which an employee has had as a service supply salesman or traveller, respectively, in any trade;

(e) in relation to a clerical assistant or a shop assistant, the total period or periods of employment which an employee has had as a clerical assistant or a shop assistant in any trade: Provided that any period or periods of employment not exceeding two years which an employee has had as a clerical assistant or a shop assistant shall be deemed to be employment as a clerk or sales assistant, as the case may be;

and includes in the case of an employee in any of the classes mentioned in (a) to (e) who as an employer has 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 that for the purposes of this definition 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—

(i) on leave in terms of clause 6;

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

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

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

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

(vi) while undergoing military training or service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any period of 12 months to not more than 10 weeks in respect of items (i), (ii), (iii), (iv), and (v), plus up to four months of any military service or training undergone in such period of 12 months;

"general assistant" means an employee who is engaged in any one or more of the following activities or employed in any one or more of the following capacities:

(a) Accompanying or assisting a service supply salesman, but not driving a motor vehicle or using tools independently;

(b) addressograph operator;

(c) affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;

(d) affixing printed or ready addressed labels on to bottles, bales, boxes or other packages;

(e) assembler;

(f) assembling boxes from shooks by hand;

(g) bag mender;

(h) bicycle assembler;

(i) changing wheels or repairing punctures;

(j) cleaning filter presses or machinery;

"hyserbediener" 'n werknemer wat 'n passasiershyser bedien;
"kantoorassistent" 'n werknemer wat in 'n kantoor in 'n bedryfsinrigting geld ontvang vir goedere wat in die bedryfsinrigting verkoop word en wat van sodanige geld rekenskap gee, en wat kwitansies kan uitreik, geld in 'n bank kan deponeer, ander take kan verrig met betrekking tot die verantwoording vir geld, lone kan betaal en reël om geld uit 'n bank op te vra;
"klerklike assistent" 'n werknemer wat onder die toesig van 'n klerk met minstens twee jaar ondervinding een of meer van die volgende werksaamhede verrig:

(a) Optel of aftrek, asook met behulp van 'n masjien;

(b) name en adresse van opgestelde dokumente af op koeverte etikette of omsendbriewe aanbring op 'n ander manier as met 'n tikmasjien;

(c) besonderhede in registers aanbring op 'n ander manier as met 'n tikmasjien;

(d) dokumente liasseer volgens 'n skriftelike opdrag of lys, in alfabetiese of numerieke volgorde of volgens kleur;

(e) tydkaarte uitreik;

(f) vrag- of afleweringsbriewe of verpakkingstrokies uitskryf;

(g) voorraadkaarte byhou;

(h) in 'n bedryfsinrigting of in 'n gedeelte van so 'n bedryfsinrigting waartoe klante normaalweg nie toegang het nie bestellings wat deur 'n pakhuisassistent bymekaargebring is, vir korrektheid nasien;

"klerk" 'n werknemer wat skryf, tik of enige ander soort klerklike werk verrig en omvat dit ook 'n versendingsklerk, kantoorassistent, buitewerksassistent, winkelspeurder, magasynman, telefoonskakelbordoperateur en 'n bediener van 'n masjien wat gebruik word vir tel- en rekendoeleindes, of 'n ponskaartmasjien, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk;

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

(1) daardie gedeelte van die Bedryf waarin die volgende uitgeoefen word:

(a) Die verkoop of verspreiding of verkoop en verspreiding deur vervaardigers (met inbegrip van graanmeulenaars) van die goedere wat hulle vervaardig: Met dien verstande dat hierdie uitsluiting nie van toepassing is nie—

(i) ten opsigte van die verkoop of verspreiding of verkoop en verspreiding van goedere, uitgesonderd brood, beskuit, koek en soetgebak, vanuit persele weg van die fabriekspersonele geleë indien sodanige goedere nie op die bestelling van iemand vervaardig of geproduseer is nie en wat verkoop of versprei word aan iemand vir gebruik of verbruik deur hom en nie vir herverkoop nie; en

(ii) op 'n vervaardigersvertegenwoordiger deur wie se aktiwiteite goedere van 'n vervaardiger verkoop of versprei of verkoop en versprei word;

(b) verkoop of verspreiding of verkoop en verspreiding van die produkte van 'n bakkery vanuit die perseel daarvan;

(c) die verkoop of verspreiding of verkoop en verspreiding van klip, gruis, sand, padmateriaal of ander soortgelyke produkte; of

(d) die besigheid van 'n steengroefbaas;

(2) die besigheid wat kragtens 'n wyn-en-bierlisensie gedryf word;

(3) die Verversingsbedryf;

(4) die Steenkoolbedryf;

(5) die Suiwelbedryf;

(6) die Eethuishouerbedryf;

(7) die Vloeibare Brandstof- en Oliebedryf;

(8) die Drankvervaardigingsnywerheid;

(9) die Vleisbedryf;

(10) die Motorgaragebedryf;

(11) die Nuusbladuitgewersbedryf;

(12) die Timmerhoutbedryf;

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

"lewende hawe" enige 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 bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

- (k) cleaning or plucking poultry;
- (l) cleaning, scaling, cutting, filleting or slicing raw fish;
- (m) collecting cash in the case of c.o.d. sales or accepting written orders;
- (n) cutting by hand, in relation to goods sold in the establishment, paper, samples, linoleum, curtain rods, netting wire, wire or other articles or commodities;
- (o) cutting up scrap metal by means of an acetylene or electric torch;
- (p) delivery employee;
- (q) displayer's assistant;
- (r) duplicating machine operator;
- (s) filling, capping, corking or labelling bottles or other containers;
- (t) folding or enveloping mail;
- (u) grading eggs according to size;
- (v) guarding movable property during the business hours of an establishment;
- (w) ironing;
- (x) making tea or similar beverages for, or serving tea or similar beverages to, employees, his employer, or guests;
- (y) marking, branding or stencilling bales, tins, boxes or other packages by hand;
- (z) mending or altering second-hand clothing for sale;

- (aa) mobile hoist operator;
- (ab) nailing or repairing boxes or crates;
- (ac) oiling or greasing machinery or vehicles, other than motor vehicles;
- (ad) operating a portable pump;
- (ae) operating any power-driven machine not specifically otherwise mentioned in this clause;
- (af) packing articles for despatch or delivery;
- (ag) placing or stacking goods, other than for display, on display counters, gondolas or shelves;
- (ah) repetitive marking of prices on goods by means of a rubber stamp or other marking device, under supervision;
- (ai) repetitive mass-measuring or repetitive measuring, or mass-measuring for stock;
- (aj) setting up or dismantling corrugated or fibreboard boxes or similar containers;
- (ak) sorting packages, parcels or stencils or wrapping parcels;
- (al) strapping or wiring boxes;
- (am) using rubber or other stamps, involving no discretion;
- (an) watchman;

"general worker" means an employee who is engaged in any one or more of the following activities or employed in anyone or more of the following capacities:

- (a) Accompanying or assisting the driver of a delivery vehicle, but not driving the delivery vehicle;
- (b) breaking up scrap metal, including cutting scrap metal by any means other than by means of an acetylene or electric torch;
- (c) carrying or moving goods otherwise than by means of a power-driven device;
- (d) cleaning premises or vehicles, furniture, implements, tools, utensils or other articles on his employer's premises;
- (e) feeding or taking off from automatic or semi-automatic machines, moving belts or platforms;
- (f) loading or unloading vehicles;
- (g) making or maintaining fires or removing refuse or ash;
- (h) melting scrap lead;
- (i) mending bags or sacks by hand;
- (j) mixing by hand the ingredients of animal or poultry foods whose mass has been measured beforehand or otherwise predetermined;
- (k) opening or closing doors or windows or bales, boxes or other packages;
- (l) sorting empty bags, bottles or other containers;
- (m) unpacking goods;
- (n) washing overalls, uniforms or protective clothing;

"handyman" means an employee who is engaged in any one or more of the following activities:

- (a) Effecting minor repairs or minor adjustments to machinery, plant or other equipment, being the property of his employer;
- (b) effecting minor repairs or minor adjustments to goods in which his employer deals;
- (c) effecting minor repairs or renovations to, or carrying out maintenance work on, buildings occupied by his employer;
- (d) fitting carpets or hanging curtains sold by his employer, in accordance with the customer's requirements; but who does not do work normally performed by an artisan or an alteration hand;

"law" includes common law;

"lift attendant" means an employee who is engaged in operating a passenger lift;

(ii) die eerste voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 9 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het as hy nie op sodanige grondslag in diens was nie;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is, behalwe in 'n week waarin die einde van 'n maand op 'n werkdag val, in welke geval so 'n werknemer in daardie week vir dieselfde werkgever vir soveel as drie dae tot en met die laaste dag van daardie maand en vir soveel as drie dae in die volgende maand kan werk, maar so dat sodanige werknemer nie meer as vyf dae in sodanige week vir dieselfde werkgever werk nie;

"maandelikse werknemer" 'n werknemer wat by die maand besoldig word;

"magasynman" 'n werknemer wat beheer het oor voorrade en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te versamel, te verpak of uit te pak en om goedere uit 'n magasyn of pakhuis aan afdelings of vir versending te lewer;

"Mineraalwaternywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om een of meer van die volgende werksaamhede te verrig, naamlik die vervaardiging, voorbereiding of bottel van—

(a) mineraal-, koolsuur- of spuitwater, gemmerbier, hobbier, nie-alkoholiese vrugtestrope, geurstrope, nie-gegistde drankes of ander soortgelyke drankes;

(b) vrugte- of groentekwasse, -konsentrate of -sappe; en omvat dit—

(i) die aflewering, distribusie of verkoop vanuit enige perseel, van watter aard ook al, van enigeen of meer van genoemde produkte indien sodanige aflewering, distribusie of verkoop onderneem word deur dieselfde werkgever wat sodanige produkte vervaardig, berei of gebottel het; en

(ii) alle werksaamhede wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit;

"monteur" 'n werknemer, uitgesonderd 'n fietsmonteur, wat meganiese of elektriese toestelle of aparate of enige onderdele daarvan in die geheel of gedeeltelik van klaarvervaardigde onderdele inmekaar sit.

"Motorgaragebedryf" die besigheid wat beoefen word deur 'n werkgever in 'n winkel—

(a) met die doel om motorkarre, motorfiets of ander meganiese aangedrewe voertuie teen betaling of beloning te herstel, in ontvangs te neem, op te berg of motorhuisgeriewe daarvoor te verskaf en waarin die werkgever uitsluitlik of hoofsaaklik een of meer van of al die volgende artikels of ware verkoop, naamlik motorvoertuie, bybehore vir motorvoertuie, onderdele of reserwedele vir motorvoertuie, of dit nuut is of nie, of petrol of olie;

(b) wat uitsluitlik of hoofsaaklik gebruik word vir die kleinhandelverkoop van petrol of olie of albei;

(c) waarin of waaruit hy gebruikte reserwedele verkoop wat verkry is van gebruikte motorvoertuie wat hy uitmekaar gehaal het, afgesien daarvan of sulke gebruikte reserwedele alleen verkoop word of saam met nuwe reserwedele of bybehore;

"motorvoertuig" behalwe in die woordskrywings van "chauffeur" en "handelsreisiger se assistent", 'n kragaangedrewe voertuig met 'n silinderinhoud van meer as 50 cm³ wat gebruik word vir die vervoer van goedere en omvat dit ook 'n voorhaker maar nie 'n mobiele hystoestel nie;

"noodwerk"—

(a) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van installasie, motorvoertuie of masjinerie sonder versuim gedoen moet word;

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

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

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

(c) enige werk in verband met die proviandering van skepe; of

(d) enige werk in verband met die bewaking van persele of eiendom vir veiligheidsredes, tydens bouwerksaamhede of verbouings;

"Nuisbladuitgewersbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die publikasie van nuisblaaie;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie

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

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

and includes all operations incidental to, or consequent on, any of the aforesaid activities, but does not include any of the activities specified if carried on by an employer on the same premises in conjunction with some other trade or trades in which his employees on such premises, taken collectively, are mainly engaged;

"liquor" means any liquor as defined in the Liquor Act, 1928 (Act 30 of 1928);

"Liquor Manufacturing Industry" means the industry in which employers and employees are associated for the purpose of manufacturing liquor (and the expression "manufacturing" includes blending and mixing) and selling or distributing or selling and distributing such liquor from any establishment whatsoever, whether or not the employer also sells or distributes or sells and distributes from any such establishment liquor acquired by him from any other sources, if and for so long as—

- (a) he sells or distributes or sells and distributes liquor in wholesale quantities;
- (b) he sells or distributes or sells and distributes mainly his own manufactured products;

"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—

- (a) supervision over;
- (b) responsibility for; and
- (c) direction of;

the activities of an establishment and the employees employed therein;

"manufacturer's representative" means any person, other than an employee of a manufacturer, who as the agent of, or otherwise on behalf of, a manufacturer—

- (a) stores, displays or keeps for sale, goods manufactured by the manufacturer, or stores, displays or keeps samples of such goods;
- (b) obtains or receives, in any manner whatsoever, orders from persons for the purchase by them of the manufacturer's goods;
- (c) executes the orders referred to in paragraph (b) or transmits such orders to the manufacturer for acceptance or otherwise;

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

"Meat Trade" means—

- (a) the slaughtering of livestock;
- (b) the handling, preparation, preservation, sale or distribution of meat by any person who, in terms of a proclamation published under section 14 of the Marketing Act, 1968 (Act 59 of 1968), is required to be registered with the Livestock and Meat Industries Control Board, or the business of selling or offering or exposing meat for sale in any quantity in a shop;
- (c) the sale in such shop, in conjunction with the sale of meat, of sausages, polonies, tripe, ham, bacon, eggs, butter, poultry and salted, frozen or preserved meat or fish;
- (d) the purchase or sale of livestock if carried on in conjunction with any one or more of the activities mentioned under (b);

and includes all operations incidental to or consequent thereon;

"Mineral Water Manufacturing Industry" means the industry in which employers and employees are associated for the purpose of carrying on any one or more of the following activities, namely, manufacturing, preparing or bottling—

- (a) mineral, carbonated or aerated water, gingerbeer, hop-beer, non-alcoholic cordials, flavour syrups, unfermented drinks or other similar beverages;
- (b) fruit or vegetable squashes, concentrates or juices;

and includes—

- (i) the delivery, distribution or sale from any premises whatsoever of any one or more of the said products if such delivery, distribution or sale is undertaken by the same employer who manufactured, prepared or bottled such products; and
- (ii) all operations incidental to or consequent on any of the aforesaid activities;

uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, bromponie of bromfiets of trapfiets met hulpmotor waarvan die silinderinhoud meer as 50 cm³ is, die onbelaste massa geag word hoogstens 450 kg te wees;

"ondervinding"—

(a) met betrekking tot 'n verteller, 'n werknemer se totale dienstydperk of -tydperke in enige bedryf as 'n verteller, kleremaakster, kleremaker, of fynstopper;

(b) met betrekking tot 'n hoedeversteller, 'n werknemer se totale dienstydperk of -tydperke in enige bedryf as 'n hoedeversteller of hoedemaker;

(c) met betrekking tot 'n klerk, uitstaller of verkoops-assistent, 'n werknemer se totale dienstydperk of -tydperke in enige bedryf of in diens van die Staat as 'n klerk, uitstaller of 'n verkoopsassistent: Met dien verstande dat—

(i) enige dienstydperk of -tydperke van langer as drie jaar altesaam in een of twee van hierdie beroepe nie as diens in enige ander van hierdie beroep gereken word nie;

(ii) 'n werknemer se dienstydperk of -tydperke as 'n senior verkoopsassistent of toesighouer as diens as 'n verkoopsassistent geag word;

(iii) slegs een helfte van 'n werknemer se dienstydperk of -tydperke as deeltydse werknemer gereken word as diens as 'n verteller, hoedeversteller, klerk, uitstaller, verkoopsassistent of winklassistent, na gelang van die geval;

(d) met betrekking tot 'n versorger-bestellingnemer of handelsreisiger, 'n werknemer se totale dienstydperk of -tydperke in enige bedryf onderskeidelik as versorger-bestellingnemer of as handelsreisiger;

(e) met betrekking tot 'n klerklike assistent of 'n winklassistent, 'n werknemer se totale dienstydperk of -tydperke in enige bedryf as 'n klerklike assistent of winklassistent: Met dien verstande dat 'n werknemer se dienstydperk of -tydperke van hoogstens twee jaar as 'n klerklike assistent of winklassistent gereken word as diens as 'n klerk of verkoopsassistent, na gelang van die geval;

en omvat dit ook in die geval van 'n werknemer in enigeen van die klasse in (9) tot (3) genoem, wat as 'n werkgewer die werk van sodanige klas verrig het, die totale tydperk of tydperke waarin sodanige werknemer as 'n werkgewer die werk van sodanige klas verrig het: Met dien verstande dat by die toepassing van hierdie woordomskriving die uitdrukking "diens" geag word enige tydperk in te sluit ten opsigte waarvan 'n werkgewer, ingevolge klousule 12, 'n werknemer betaal in plaas van kennis te gee, en ook enige tydperk of tydperke waarin werknemer afwesig is—

(i) met verlof ingevolge klousule 6;

(ii) met siekteverlof ingevolge klousule 7;

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

(iv) met die toestemming of kondonering van sy werkgewer;

(v) om enige ander rede wat nie 'n verbreking van die dienskontrak meebring nie;

(vi) terwyl hy militêre opleiding of diens ondergaan ingevolge die Verdedigingswet, 1957;

en wat in enige tydperk van 12 maande altesaam hoogstens 10 weke ten opsigte van items (i), (ii), (iii), (iv) en (v) beloop, plus hoogstens vier maande militêre opleiding of diens wat gedurende daardie tydperk van 12 maande ondergaan is;

"pakhuisassistent" 'n werknemer wat in 'n bedryfsinrigting of 'n gedeelte van so 'n bedryfsinrigting waartoe klante normaalweg nie toegang het nie onder die toesig van en behoudens die nagaan daarvan deur 'n magasynman, versendingsklerk of klerklike assistent voorrade aanvul en merk of goedere versamel of versend, en wat goedere vir versending of aflewering kan verpak of massameet of pakke merk of adresseer of goedere ontvang wat by die bedryfsinrigting afgelewer word, en by die toepassing van hierdie woordomskriving beteken die uitdrukking "goedere versamel" om goedere ooreenkomstig 'n skriftelike bestelling, lys of opdrag byeen te bring en kan dit die gee van mondelinge bevels aan 'n algemene werker om sulke goedere te gaan haal, te dra, te laai of op te stapel, insluit;

"sakheelmaker" 'n werknemer wat sakke met 'n masjien heelmaak waar sodanige heelmaak deel is van die verkoop van die sakke of goedere wat daarin verpak word;

"senior verkoopsassistent" 'n verkoopsassistent wat enige van die pligte van 'n verkoopsassistent nakom en daarbenewens toesighoudende beheer uitoefen oor minstens twee maar hoogstens vyf verkoopsassistenten wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend nakom;

"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 vir verkoop van steenkool of brandhout of albei, of vir een of meer van hierdie werksaamhede;

"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, and includes a goods lift attendant;

"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—

(a) for the purpose of repairing, receiving, storing or providing garaging facilities for motor cars, motor cycles or other mechanically propelled vehicles for payment or reward and in which trade or 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;

(b) which is used wholly or mainly for the retail sale of petrol or oil or both;

(c) 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 definitions of "chauffeur" and "traveller's assistant," means any power-driven vehicle with an engine capacity exceeding 50 cm used for conveying goods, and includes a mechanical horse but does not include a mobile hoist;

"Newspaper Publishing Trade" means the trade in which employers and employees are associated for the publication of newspapers;

"office cashier" means an employee who, in an office in an establishment, receives money for goods sold in the establishment and who accounts for such money, and who may issue receipts, deposit money in a bank, perform other tasks relating to the accounting for money, pay wages and arrange for the withdrawal of money from a bank;

"outside sales assistant" means an employee who for and on behalf of a retail establishment goes from office to office or from one private house to another to invite, solicit or canvass orders from persons for the supply of goods for their own use or consumption and who may collect money on behalf of his establishment;

"part-time driver of a motor vehicle" means an employee who is usually engaged in work 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 purposes 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, alteration milliner, cleaner of premises, clerk, displayer, sales assistant or shop assistant who is employed as such by the week or month for not more than 25 ordinary working hours in any week;

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

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

"sales assistant" means an employee who, in the course of selling or promoting the sale of goods—

(a) ascertains from the customer the nature of the goods required and, where appropriate, the price he is prepared to pay;

(b) demonstrates or discusses the qualities of the goods that satisfy the customer's requirements; and

(c) advises the customer so as to enable him to reach a decision regarding the goods he intends buying;

and who may select goods in accordance with the customer's description, supervise shop assistants, general assistants and general workers, but it does not include an employee who serves Bantu customers only;

"senior sales assistant" means a sales assistant who, in addition to performing any of the duties of a sales assistant, is in supervisory control of not less than two, but not more than five, sales assistants and who is responsible for the efficient performance by them of their duties;

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

"Suiwelbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop of verspreiding of verkoop en verspreiding van—

(a) volmelk; en

(b) enige van of al die artikels wat in die omskrywing van suiwelprodukte ingesluit is, indien die verkoop of verspreiding of verkoop en verspreiding saam met die verkoop of verspreiding van volmelk geskied; en verder omvat dit alle werk wat daarmee in verband staan; "suiwelprodukte" sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afge-roomde melk, afgeskeide melk, plantjiesmelk, suurmilk, eiers, heuning en roomys;

"Timmerhoutbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir een of meer van of vir al die volgende doeleindes, naamlik die verkoop, verspreiding en voorbereiding vir verkoop van een of meer van al die volgende artikels, naamlik timmerhout, hout of afvalprodukte van die bewerking van timmerhout of hout, of albei;

"toesighouer" 'n werknemer wat toesighoudende beheer uitoefen oor minstens ses verkoopsassistentes of 10 ander werknemers wat verkoopsassistentes kan insluit, en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik nakom;

"uniform" 'n kledingstuk of kledingstukke van bepaalde kleur of ontwerp;

"uitstaller" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die teken, verf, maak of voorbereiding van aanplakbiljette, plakkate, agtergrond, décorstukke of venster-, binne- of buite-uitstallings;

"uitstaller se assistent" 'n werknemer wat, onder die leiding en ooreenkomstig die spesifieke gedetailleerde opdragte van 'n uitstaller, een of meer van die volgende werksaamhede verrig:

(a) Grondverf aansit volgens buitelyne of ander afgebakende perke wat 'n uitstaller op aanplakbiljette, plakkate of ander uitstallings aangedui het;

(b) die uitsny of aanmekaarsit van aanplakbiljette, plakkate of ander stof wat décorstukke omvat of ander uitstallings uitmaak wat deur 'n uitstaller ontwerp is;

"verblyftoelae" 'n toelae wat bedoel is om die addisionele lewensonkoste te bestry wat 'n werknemer vanweë sy afwesigheid van sy huis of woonplek aangaan;

"verkoopsassistent" 'n werknemer wat, terwyl hy goedere verkoop of die verkoop van goedere bevorder—

(a) van die klant die aard vasstel van die goedere wat die klant nodig het en, waar toepaslik, die prys wat hy bereid is om te betaal; en

(b) die gehalte van die goedere wat ooreenkom met die klant se vereistes, demonstreer of bespreek; en

(c) die klant van advies bedien om hom in staat te stel om tot 'n besluit te geraak betreffende die goedere wat hy voornemens is om te koop;

en wat goedere kan uitsoek volgens die klant se beskrywing, toesig kan hou oor winklassistentes, algemene assistente en algemene werkers maar omvat dit nie 'n werknemer wat uitsluitlik Bantoe-kante bedien nie;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvangs van goedere in of vanuit 'n magazyn of pakhuis of van afdelings vir versending, of vir die versending van goedere vanuit 'n magazyn of pakhuis en wat toesig en kontrole kan uitoefen oor die pligte van 'n klerklike assistent, pakhuisassistent, algemene assistent of 'n algemene werker;

"versorger-bestellingnemer" 'n werknemer wat uitsluitlik of hoofsaaklik implemente, masjinerie, uitrusting of toestelle van sy werkgewer se klante olie, smeer, skoonmaak of stel, en wat daarbenewens—

(a) bestellings kan neem vir die verskaffing van sodanige implemente, masjinerie, uitrusting of toestelle of bybehore of materiaal wat gebruik word in verband met sodanige implemente, masjinerie, uitrusting of toestelle;

(b) sodanige implemente, masjinerie, uitrusting of toestelle op die klant se perseel kan heelmaak; of

(c) geld kan invorder;

"versteller" 'n werknemer wat enige mans, vroue- of kinderkledingstukke, uitgesonderd gebruikte kledingstukke, verstel of heelmaak as deel van die verkoop van sodanige artikels vanuit 'n bedryfsinrigting;

"vervaardigersvertegenwoordiger" enige persoon, behalwe 'n werknemer van 'n vervaardiger, wat as die agent van, of andersins namens 'n vervaardiger—

(a) goedere wat deur die vervaardiger vervaardig is, bêre, uitstal of hou vir verkoop, of monsters van sodanige goedere bêre, uitstal of hou;

(b) op enige wyse hoe ook al bestellings van persone verkry of ontvang vir die koop deur hulle van die vervaardiger se goedere;

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

(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;

"shop" means—

(a) any premises or any portion of any premises to which persons are invited or admitted for the purpose of purchasing, otherwise than by public auction, the goods displayed or offered therein or thereon for sale or goods of the type so displayed or offered for sale;

(b) any premises or portion thereof in which the goods referred to in paragraph (a) are stored, unpacked or packed or from which such goods are delivered or despatched to persons referred to in the said paragraph purchasing such goods;

(c) any premises in which goods are stocked and from which wholesale or retail orders are executed for the supply of such goods;

(d) any immovable premises in or on which a manufacturer's representative carries on his business as such and in or on which goods for sale or samples of such goods are stored, displayed or kept;

(e) any premises in which business is carried on under the off-consumption privileges of a hotel liquor licence;

but it does not include the business of a hawker or pedlar;

"shop assistant" means an employee who, under the general supervision of a sales assistant, senior sales assistant, supervisor, manager or employer in an establishment or a portion of an establishment to which customers normally have access, performs any one or more of the following duties:

(a) Attending to customers by engaging in any one or more of the following activities:

(i) Indicating where goods for sale are to be found;

(ii) assembling goods in accordance with the customer's order;

(iii) accepting payment for goods sold;

(iv) accounting for payments by operating a till or writing out cash sales slips or entry dockets;

(b) arranging for display goods intended for sale on display counters, shelves or gondolas or in display cabinets;

(c) maintaining, by in-store requisitioning, adequate supplies of goods for sale on counters, shelves or gondolas or in cabinets;

(d) assembling goods by bringing together goods in accordance with a written order, list or instruction;

(e) mass-measuring, except in the case of item (ai) of the definition of "general assistant";

(f) writing out display tickets or price tickets;

and who may, in relation to any of these duties or activities, give verbal instructions to general assistants and general workers, and includes an employee who, while serving Bantu customers only, performs one or more of the duties of a sales assistant, as defined;

"store assistant" means an employee who, in an establishment or portion of such establishment to which customers normally have no access, under the supervision of, and subject to checking by a storeman, despatch clerk or a clerical assistant replenishes and marks stocks or assembles or despatches goods, and who may pack or mass-measure goods for despatch or delivery or mark or address packages or receive goods on delivery to the establishment, and for the purposes 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 detective" means an employee who during hours of business keeps an eye on the goods within an establishment to prevent pilfering, who follows the movements of suspected persons, who detains and interrogates such persons and who investigates the circumstances;

"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 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 sales assistants or 10 other employees, who may include sales assistants, and who is responsible for the efficient performance by them of their duties;

(c) die bestellings genoem in paragraaf (b) uitvoer, of sodanige bestellings aan die vervaardiger oordra vir aanname of andersins;

"Verversingsbedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy in die vorm van vloei-stowwe of in ander vorms) of beide sodanige etes en verversings te berei in of dit te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnens- of buitenshuis, en dit sluit sodanige bedrywighede in wanneer uitgeoefen in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat as openbare restaurants, kafees of teekamers gebruik word;

(b) waar etes of alkoholvrye drankie bedien word vir gebruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spuit- of mineraalwaterdranke in drinkglase of ander houers vir verbruik op die perseel verskaf word;

(d) waar bogenoemde bedrywighede uitgeoefen word in of in verband met enige teater, bioskoop, bioskoop-teekamer of enige ander onthaal of funksie;

en sluit ook in die verskaffing van alkoholiese drank in al sulke bedryfsinrigtings of op al sulke persele ooreenkomstig 'n drank-lisensie wat ingevolge die Drankwet, 1928, deur sulke werkgewers gehou word, maar dit sluit nie hotele, bedryfsinrigtings wat uitsluitlik kragtens 'n wyn- en bierlisensie handel dryf losies-huise of huisvestingsinrigtings in nie;

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

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

"Vleisbedryf"—

(a) die slag van lewende hawe;

(b) die hantering, voorbereiding, preserving, verkoop of verspreiding van vleis deur enige persoon van wie ooreenkomstig 'n proklamasie gepubliseer ingevolge artikel 14 van die Bemarkingswet, 1968 (Wet 59 van 1968), vereis word om by die Raad van Beheer oor die Vee- en Vleisnywerhede geregistreer te wees, of die besigheid om vleis in enige hoeveelhede in 'n winkel te verkoop of vir verkoop aan te bied of uit te stal;

(c) die verkoop van wors, polonies, afval, ham spek, eiers, botter, pluimvee en gesoute, bevrore of gepreserveerde vleis of vis in sodanige winkel, tesame met die verkoop van vleis;

(d) die koop of verkoop van lewende hawe indien dit geskied tesame met een of meer van die werksaamhede onder (b) gemeld;

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

"Vloeibare Brandstof- en Oliebedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die ontvangs, verpakking, vul, opberging, aflewering, verspreiding of verkoop in die groothandel of in grootmaat, na gelang van die geval, van—

(a) enige vorm van vloeibare brandstof wat gebruik word vir die aandrywing van binnebrandmotore;

(b) enige vorm van smeermolie of ghries;

(c) enige vorm van olie, ghries of 'n produk wat uit olie verkry word, indien versprei deur 'n werkgewer betrokke by (a);

en omvat dit alle werksaamhede wat met enigiën van voormelde bedrywighede in verband staan of daaruit voortspruit, maar omvat dit nie enigiën van genoemde werksaamhede nie indien deur 'n werkgewer op dieselfde perseel uitgeoefen saam met enige ander bedryf of bedrywye waarin sy werknemers op sodanige persele, as geheel geneem, hoofsaaklik werksaam is;

"wag" 'n werknemer wat persele of ander vaste of roerende eiendom bewaak;

"weeklikse werknemer" 'n werknemer wat by die week betaal word;

"Wet" ook die gemene reg;

"winkel"—

(a) Enige perseel of enige gedeelte van 'n perseel waarheen persone uitgenooi of waarin persone toegelaat word vir die koop, uitgesonderd per openbare veiling, van die goedere wat daarin of daarop vir verkoop uitgestal of aangebied word, of goedere van die soort wat aldus vir verkoop uitgestal of aangebied word;

(b) enige perseel of gedeelte daarvan waarin die goedere genoem in paragraaf (a) gebêre, uit- of ingepak word of van waar sodanige goedere afgelewer of versend word aan die persone in genoemde paragraaf bedoel wat sulke goedere koop;

(c) enige perseel waarin goedere in voorraad gehou word en van waar groothandel- of kleinhandelbestellings uitgevoer word vir die lewering van sulke goedere;

"Timber Trade" means the trade in which employers and employees are associated for any one or more or all of the following purposes, namely the sale, distribution and preparation for sale of any one or more or all of the following articles, namely timber, wood and waste products from the processing of timber or wood, or both;

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

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

"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 a specified colour or design;

"unladen mass" means the mass 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 auticycle or a cycle fitted with an auxiliary engine with an engine capacity exceeding 50 cm³, the unladen mass shall be deemed not to exceed 450 kg;

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

(i) 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 shall mean such higher amount;

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

"watchman" means an employee who is engaged in guarding premises or other immovable or movable property;

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

"Wool, Mohair, Hides and Skins Trade" means the trade in which employers and employees are associated in or in connection with the activities carried on by wool brokers, wool buyers, wool shippers or dealers in hides or skins, and includes any one or more of the following activities, viz.:

Receiving, sorting, grading, mass-measuring, cataloguing, marketing, closing, pressing, storing or shipping of wool, hides, skins or mohair; curing or preserving of hides or skins; shearing or pulling off wool, hair or mohair from hides or skins;

and further includes all operations incidental to, or consequent on, any of the aforesaid activities.

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

3 REMUNERATION

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

(a) *Employees other than those referred to in (b) and (c).*

(i)

	In District A				In District B			
	During the first 12 months after this Determination becomes binding		Thereafter		During the first 12 months after this Determination becomes binding		Thereafter	
	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R
Manager, male.....	55,38	240,00	57,69	250,00	50,77	220,00	53,08	230,00
Manager, female.....	39,23	170,00	41,54	180,00	36,92	160,00	39,23	170,00
Chauffeur.....	22,50	97,50	25,00	108,33	21,00	91,00	23,50	101,84
Part-time driver of a motor vehicle.....	19,00	82,33	21,00	91,00	18,00	78,00	20,00	86,67
Demonstrator—								
Unqualified—								
during the first year of experience.....	24,23	105,00	25,38	110,00	23,08	100,00	24,23	105,00
during the second year of experience....	28,85	125,00	30,00	130,00	26,54	115,00	28,85	125,00
during the third year of experience.....	33,46	145,00	34,62	150,00	30,00	130,00	32,31	140,00
during the fourth year of experience.....	36,92	160,00	39,23	170,00	33,46	145,00	35,77	155,00
during the fifth year of experience.....	40,38	175,00	42,69	185,00	36,92	160,00	39,23	170,00
thereafter as qualified.....	43,85	190,00	46,15	200,00	40,38	175,00	42,69	185,00

(d) enige vaste perseel waarin of waarop 'n vervaardigers-vertegenwoordiger sy besigheid as sodanig beoefen en waarin of waarop die goedere vir verkoop of monstere daarvan gebere, uitgestal of gehou word;

(e) enige perseel waarin 'n besigheid beoefen word wat kragtens die buitewerkoopregte van 'n hoteldranklisensie gedryf word;

maar dit sluit nie die besigheid van 'n marskramer of venter in nie;

"winkelassistent" 'n werknemer wat, onder die algemene toesig van 'n verkoopsassistent, senior verkoopsassistent, toesighouer, bestuurder of werkgewer in 'n bedryfsinrigting waartoe klante gewoonlik toegang het of in enige gedeelte van so 'n bedryfsinrigting een of meer van die volgende pligte uitvoer:

(a) Klante bedien deur een of meer van die volgende werksaamhede te verrig:

(i) Wys waar goedere vir verkoop geplaas is;

(ii) goedere versamel volgens die klant se bestelling;

(iii) betaling ontvang vir goedere wat verkoop is;

(iv) verantwoord vir betalings deur die geld in die kontantkas te stort of kontantverkoopstrookies of inskrywingstrookies uit te skryf;

(b) goedere wat vir verkoop bedoel is op uitstaltoubanke, rakke of eilandrakke ("gondolas") of in vertoonkabinette vir vertoning rangskik;

(c) deur voorrade vanuit die winkel se magasyn aan te vra, sorg dat daar voldoende voorrade van die goedere vir verkoop op die toonbanke, rakke of eilandrakke of in die kabinette is;

(d) goedere versamel deur die goedere ooreenkomstig 'n skriftelike bestelling, lys of opdrag byeen te bring;

(e) massameet, uitgesonderd item (ai) van die woordomskriving van "algemene assistent";

(f) vertoon- of pryskaartjies uitskryf;

en wat met betrekking tot enige van hierdie pligte of werksaamhede mondelinge bevels aan algemene assistente en algemene werkers kan gee en omvat dit ook 'n werknemer wat, terwyl hy uitsluitlik Bantoe-klante bedien, een of meer van die pligte van 'n verkoopsassistent, soos omskryf, uitvoer;

"winkelspeurder" 'n werknemer wat gedurende besigheidsure oog hou oor die goedere binne 'n bedryfsinrigting om stelery te voorkom, wat die bewegings van verdagte persone volg, wat sulke persone aanhou en ondervra en wat die omstandighede ondersoek;

"Wol-, Angorahaar-, Huid- en Velbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is in of in verband met die werksaamhede verrig deur wolmakelaars, wolkoppe, wolverskepers of handelaars in huide of velle, en omvat dit ook een of meer van die volgende werksaamhede naamlik:

Die ontvangs, sortering, gradering, massabepaling, katalogisering, bemerking, toemaak, pers, berging of verskeping van wol, huide, velle of angorahaar; die droogmaak of preservering van huide of velle; die skeer of aftrek van wol, hare of angorahaar van huide of velle;

en omvat dit verder alle werksaamhede wat engeen van voormelde bedrywighede in verband staan of daaruit voortspruit.

By die toepassing van hierdie Vastelling word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

3. BESOLDIGING

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

(a) *Werknemers uitgesonderd dié in (b) en (c) bedoel:*

	In District A				In District B			
	During the first 12 months after this Determination becomes binding		Thereafter		During the first 12 months after this Determination becomes binding		Thereafter	
	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R
Demonstrator-salesman—								
unqualified—								
during the first year of experience.....	24,23	105,00	25,38	110,00	23,08	100,00	24,23	105,00
during the second year of experience....	28,85	125,00	31,15	135,00	27,69	120,00	30,00	130,00
during the third year of experience.....	33,46	145,00	36,92	160,00	32,31	140,00	34,62	150,00
during the fourth year of experience....	38,08	165,00	42,69	185,00	36,92	160,00	39,23	170,00
during the fifth year of experience.....	43,85	190,00	47,31	205,00	41,54	180,00	43,85	190,00
thereafter as qualified.....	49,62	215,00	51,92	225,00	46,15	200,00	48,46	210,00
Driver of a motor vehicle the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—								
(i) does not exceed 450 kg.....	19,00	82,33	21,00	91,00	18,00	78,00	20,00	86,67
(ii) exceeds 450 kg but does not exceed 2 700 kg.....	22,50	97,50	25,00	108,33	21,00	91,00	23,50	101,84
(iii) exceeds 2 700 kg but does not exceed 4 500 kg.....	26,00	112,67	28,50	123,50	24,00	104,00	26,50	114,84
(iv) exceeds 4 500 kg.....	29,00	125,67	32,00	138,67	27,00	117,00	29,50	127,84
Handyman.....	32,31	140,00	34,62	150,00	30,00	130,00	32,31	140,00
Traveller—								
unqualified—								
during the first year of experience.....	43,85	190,00	46,15	200,00	43,85	190,00	46,15	200,00
during the second year of experience....	48,46	210,00	50,77	220,00	48,46	210,00	50,77	220,00
during the third year of experience.....	53,08	230,00	55,38	240,00	53,08	230,00	55,38	240,00
during the fourth year of experience....	57,69	250,00	60,00	260,00	57,69	250,00	60,00	260,00
thereafter as qualified.....	61,15	265,00	64,62	280,00	61,15	265,00	64,62	280,00
Traveller's assistant.....	22,50	97,50	25,00	108,33	21,00	91,00	23,50	101,84
Alteration milliner—								
unqualified—								
during the first year of experience.....	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
during the second year of experience....	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
during the third year of experience.....	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
during the fourth year of experience....	25,38	110,00	27,69	120,00	23,08	100,00	25,38	110,00
thereafter as qualified.....	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00
Lift attendant—								
unqualified—								
during the first year of experience.....	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
during the second year of experience....	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
thereafter as qualified.....	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
Clerk, male—								
unqualified—								
during the first year of experience.....	24,23	105,00	25,38	110,00	23,08	100,00	24,23	105,00
during the second year of experience....	28,85	125,00	30,00	130,00	26,54	115,00	28,85	125,00
during the third year of experience.....	33,46	145,00	34,62	150,00	30,00	130,00	32,31	140,00
during the fourth year of experience....	36,92	160,00	39,23	170,00	33,46	145,00	35,77	155,00
during the fifth year of experience.....	40,38	175,00	42,69	185,00	36,92	160,00	39,23	170,00
thereafter as qualified.....	43,85	190,00	46,15	200,00	40,38	175,00	42,69	185,00
Clerk, female—								
unqualified—								
during the first year of experience.....	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
during the second year of experience....	24,23	105,00	26,54	115,00	23,08	100,00	25,38	110,00
during the third year of experience.....	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00
during the fourth year of experience....	27,69	120,00	30,00	130,00	25,38	110,00	27,69	120,00
during the fifth year of experience.....	28,85	125,00	31,15	135,00	26,54	115,00	28,85	125,00
thereafter as qualified.....	30,00	130,00	32,31	140,00	27,69	120,00	30,00	130,00
Clerical assistant—								
unqualified—								
during the first year of experience.....	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
during the second year of experience....	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
thereafter as qualified.....	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
Senior sales assistant, male.....	46,15	200,00	48,46	210,00	42,69	185,00	45,00	195,00
Senior sales assistant, female.....	32,31	140,00	34,62	150,00	30,00	130,00	32,31	140,00
Supervisor, male.....	48,46	210,00	50,77	220,00	45,00	195,00	47,31	205,00
Supervisor, female.....	34,62	150,00	36,92	160,00	32,31	140,00	34,62	150,00
Displayer, male—								
unqualified—								
during the first year of experience.....	27,69	120,00	30,00	130,00	26,54	115,00	28,85	125,00
during the second year of experience....	32,31	140,00	34,62	150,00	30,00	130,00	32,31	140,00
during the third year of experience.....	35,77	155,00	38,08	165,00	33,46	145,00	35,77	155,00
during the fourth year of experience....	39,23	170,00	41,54	180,00	36,92	160,00	39,23	170,00
during the fifth year of experience.....	42,69	185,00	45,00	195,00	40,38	175,00	42,69	185,00
thereafter as qualified.....	46,15	200,00	48,46	210,00	42,69	185,00	45,00	195,00
Displayer, female—								
unqualified—								
during the first year of experience.....	24,23	105,00	26,54	115,00	23,08	100,00	25,38	110,00
during the second year of experience....	26,54	115,00	28,85	125,00	25,38	110,00	27,69	120,00
during the third year of experience.....	28,85	125,00	31,15	135,00	26,54	115,00	28,85	125,00
during the fourth year of experience....	30,00	130,00	32,31	140,00	27,69	120,00	30,00	130,00
during the fifth year of experience.....	31,15	135,00	33,46	145,00	28,85	125,00	31,15	135,00
thereafter as qualified.....	32,31	140,00	34,62	150,00	30,00	130,00	32,31	140,00

	In District A				In District B			
	During the first 12 months after this Determination becomes binding		Thereafter		During the first 12 months after this Determination becomes binding		Thereafter	
	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R
Sales assistant, male— unqualified—(a)								
during the first year of experience.....	24,23	105,00	25,38	110,00	23,08	100,00	24,23	105,00
during the second year of experience....	28,85	125,00	30,00	130,00	26,54	115,00	28,85	125,00
during the third year of experience.....	33,46	145,00	34,62	150,00	30,00	130,00	32,31	140,00
during the fourth year of experience....	36,92	160,00	39,23	170,00	33,46	145,00	35,77	155,00
during the fifth year of experience.....	40,38	175,00	42,69	185,00	36,92	160,00	39,23	170,00
thereafter as qualified.....	43,85	190,00	46,15	200,00	40,38	175,00	42,69	185,00
Sales assistant, female— unqualified—(a)								
during the first year of experience.....	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
during the second year of experience....	24,23	105,00	26,54	115,00	23,08	100,00	25,38	110,00
during the third year of experience.....	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00
during the fourth year of experience....	27,69	120,00	30,00	130,00	25,38	110,00	27,69	120,00
during the fifth year of experience.....	28,85	125,00	31,15	135,00	26,54	115,00	28,85	125,00
thereafter as qualified.....	30,00	130,00	32,31	140,00	27,69	120,00	30,00	130,00
Service supply salesman— unqualified—								
during the first year of experience.....	35,77	155,00	38,08	165,00	33,46	145,00	35,77	155,00
during the second year of experience....	40,38	175,00	42,69	185,00	38,08	165,00	40,38	175,00
during the third year of experience.....	45,00	195,00	47,31	205,00	41,54	180,00	43,85	190,00
during the fourth year of experience....	49,62	215,00	51,92	225,00	45,00	195,00	47,31	205,00
thereafter as qualified.....	53,08	230,00	55,38	240,00	48,46	210,00	50,77	220,00
Alteration hand— unqualified—								
during the first year of experience.....	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
during the second year of experience....	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
during the third year of experience.....	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
during the fourth year of experience....	25,38	110,00	27,69	120,00	23,08	100,00	25,38	110,00
thereafter as qualified.....	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00
Shop assistant— unqualified—(b)								
during the first year of experience.....	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
during the second year of experience....	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
during the third year of experience.....	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
during the fourth year of experience....	25,38	110,00	27,69	120,00	23,08	100,00	25,38	110,00
thereafter as qualified.....	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00

(a) Provided that a sales assistant operating a till shall commence on a wage equal at least to that prescribed for a sales assistant during his/her second year of experience, and thereafter he/she shall progress on the prescribed scale of the sales assistant concerned.

(b) Provided that a shop assistant operating a till shall commence on a wage equal at least to that prescribed for a shop assistant during his third year of experience, and thereafter he shall progress on the prescribed scales of a shop assistant.

(ii)

	In Area A						In Area B					
	(a)		(b)		(c)		(a)		(b)		(c)	
	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R
General assistant, male.....	17,30	74,97	19,00	82,33	20,80	90,14	15,00	65,00	16,50	71,50	18,00	78,00
General assistant, female.....	13,80	59,80	15,20	65,87	16,70	72,36	12,00	52,00	13,20	57,20	14,50	62,84
General worker, male, under the age of 18 years.....	11,30	48,97	12,40	53,73	13,60	58,93	9,80	42,47	10,70	46,36	11,80	51,16
General worker, male, 18 years and over.....	15,00	65,00	16,50	71,50	18,10	78,43	13,00	56,33	14,30	61,97	15,70	68,03
General worker, female.....	12,00	52,00	13,20	57,20	14,50	62,84	10,40	45,06	11,50	49,84	12,60	54,60
Store assistant— unqualified—												
during the first six months of experience.....	16,20	70,20	17,80	77,14	19,60	84,93	14,00	60,67	15,50	67,17	17,00	73,67
during the second six months of experience.....	17,30	74,97	19,00	82,33	20,90	90,57	15,00	65,00	16,50	71,50	18,10	78,43
thereafter as qualified.....	18,50	80,17	20,30	87,97	22,30	96,63	16,00	69,33	17,60	76,27	19,30	83,63
Employee not specifically mentioned elsewhere in this clause.....	17,30	74,97	19,00	82,33	20,80	90,14	15,00	65,00	16,50	71,50	18,00	78,00

	In Area C						In Area D					
	(a)		(b)		(c)		(a)		(b)		(c)	
	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R	Per week R	Per month R
General assistant, male.....	12,70	55,03	13,90	60,23	15,30	66,30	11,50	49,84	12,70	55,03	13,90	60,23
General assistant, female.....	10,10	43,76	11,10	48,10	12,20	52,87	9,20	39,87	10,10	43,76	11,10	48,10
General worker, male, under the age of 18 years.....	8,30	35,97	9,10	39,43	10,00	43,33	7,50	32,50	8,30	35,97	9,10	39,43
General worker, male, 18 years and over.....	11,00	47,67	12,10	52,43	13,30	57,63	10,00	43,33	11,00	47,67	12,10	52,43
General worker, female.....	8,80	38,14	9,70	42,03	10,60	45,93	8,00	34,67	8,80	38,14	9,70	42,03
Store assistant— unqualified—												
during the first six months of experience.....	11,90	51,57	13,10	56,76	14,40	62,40	10,80	46,80	11,90	51,57	13,10	56,76
during the second six months of experience.....	12,70	55,03	14,00	60,67	15,40	66,73	11,50	49,84	12,70	55,03	14,00	60,67
thereafter as qualified.....	13,50	58,50	14,90	64,57	16,40	71,06	12,30	53,30	13,50	58,50	14,90	64,57
Employee not specifically mentioned elsewhere in this clause.....	12,70	55,03	13,90	60,23	15,30	66,30	11,50	49,84	12,70	55,03	13,90	60,23

(a) During the first 12 months after this Determination becomes binding.

(b) During the second 12 months after this Determination becomes binding.

(c) Thereafter.

(i)

	In Distrik A				In Distrik B			
	Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word		Daarna	
	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R
Bestuurder, man.....	55,38	240,00	57,69	250,00	50,77	220,00	53,08	230,00
Bestuurder, vrou.....	39,23	170,00	41,54	180,00	36,92	160,00	39,23	170,00
Chauffeur.....	22,50	97,50	25,00	108,33	21,00	91,00	23,50	101,84
Deeltydse drywer van 'n motorvoertuig.....	19,00	82,33	21,00	91,00	18,00	78,00	20,00	86,67
Demonstrateur—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	24,23	105,00	25,38	110,00	23,08	100,00	24,23	105,00
gedurende die tweede jaar ondervinding...	28,85	125,00	30,00	130,00	26,54	115,00	28,85	125,00
gedurende die derde jaar ondervinding...	33,46	145,00	34,62	150,00	30,00	130,00	32,31	140,00
gedurende die vierde jaar ondervinding...	36,92	160,00	39,23	170,00	33,46	145,00	35,77	155,00
gedurende die vyfde jaar ondervinding...	40,38	175,00	42,69	185,00	36,92	160,00	39,23	170,00
daarna as gekwalifiseerd.....	43,85	190,00	46,15	200,00	30,38	175,00	42,69	185,00
Demonstrateur-verkoopsman—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	24,23	105,00	25,38	110,00	23,08	100,00	24,23	105,00
gedurende die tweede jaar ondervinding...	28,85	125,00	31,15	135,00	27,69	120,00	30,00	130,00
gedurende die derde jaar ondervinding...	33,46	145,00	36,92	160,00	32,31	140,00	34,62	150,00
gedurende die vierde jaar ondervinding...	38,08	165,00	42,69	185,00	36,92	160,00	39,23	170,00
gedurende die vyfde jaar ondervinding...	43,85	190,00	47,31	205,00	41,54	180,00	43,85	190,00
daarna as gekwalifiseerd.....	49,62	215,00	51,92	225,00	46,15	200,00	48,46	210,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—								
(i) hoogstens 450 kg is.....	19,00	82,33	21,00	91,00	18,00	78,00	20,00	86,67
(ii) meer as 450 kg maar hoogstens 2 700 kg is.....	22,50	97,50	25,00	108,33	21,00	91,00	23,50	101,84
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is.....	26,00	112,67	28,50	123,50	24,00	104,00	26,50	114,84
(iv) meer as 4 500 kg is.....	29,00	125,67	32,00	138,67	27,00	117,00	29,50	127,84
Faktotum.....	32,31	140,00	34,62	150,00	30,00	130,00	32,31	140,00
Handelsreisiger—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	43,85	190,00	46,15	200,00	43,85	190,00	46,15	200,00
gedurende die tweede jaar ondervinding...	48,46	210,00	50,77	220,00	48,46	210,00	50,77	220,00
gedurende die derde jaar ondervinding...	53,08	230,00	55,38	240,00	53,08	230,00	55,38	240,00
gedurende die vierde jaar ondervinding...	57,69	250,00	60,00	260,00	57,69	250,00	60,00	260,00
daarna as gekwalifiseerd.....	61,15	265,00	64,62	280,00	61,15	265,00	64,62	280,00
Handelsreisiger se assistent.....	22,50	97,50	25,00	108,33	21,00	91,00	23,50	101,84
Hoedeversteller—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
gedurende die tweede jaar ondervinding...	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
gedurende die derde jaar ondervinding...	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
gedurende die vierde jaar ondervinding...	25,38	110,00	27,69	120,00	23,08	100,00	25,38	110,00
daarna as gekwalifiseerd.....	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00
Hyserbediener—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
gedurende die tweede jaar ondervinding...	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
daarna as gekwalifiseerd.....	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
Klerk, man—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	24,23	105,00	25,38	110,00	23,08	100,00	24,23	105,00
gedurende die tweede jaar ondervinding...	28,85	125,00	30,00	130,00	26,54	115,00	28,85	125,00
gedurende die derde jaar ondervinding...	33,46	145,00	34,62	150,00	30,00	130,00	32,31	140,00
gedurende die vierde jaar ondervinding...	36,92	160,00	39,23	170,00	33,46	145,00	35,77	155,00
gedurende die vyfde jaar ondervinding...	40,38	175,00	42,69	185,00	36,92	160,00	39,23	170,00
daarna as gekwalifiseerd.....	43,85	190,00	46,15	200,00	40,38	175,00	42,69	185,00
Klerk, vrou—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
gedurende die tweede jaar ondervinding...	24,23	105,00	26,54	115,00	23,08	100,00	25,38	110,00
gedurende die derde jaar ondervinding...	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00
gedurende die vierde jaar ondervinding...	27,69	120,00	30,00	130,00	25,38	110,00	27,69	120,00
gedurende die vyfde jaar ondervinding...	28,85	125,00	31,15	135,00	26,54	115,00	28,85	125,00
daarna as gekwalifiseerd.....	30,00	130,00	32,31	140,00	27,69	120,00	30,00	130,00
Klerklike assistent—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
gedurende die tweede jaar ondervinding...	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
daarna as gekwalifiseerd.....	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
Senior verkoopsassistent, man.....	46,15	200,00	48,46	210,00	42,69	185,00	45,00	195,00
Senior verkoopsassistent, vrou.....	32,31	140,00	34,62	150,00	30,00	130,00	32,31	140,00
Toesighouer, man.....	48,46	210,00	50,77	220,00	45,00	195,00	47,31	205,00
Toesighouer, vrou.....	34,62	150,00	36,92	160,00	32,31	140,00	34,62	150,00

	In Distrik A				In Distrik B			
	Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word		Daarna		Gedurende die eerste 12 maande nadat hierdie Vastelling bindend word		Daarna	
	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R
Uitstaller, man—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	27,69	120,00	30,00	130,00	26,54	115,00	28,85	125,00
gedurende die tweede jaar ondervinding...	32,31	140,00	34,62	150,00	30,00	130,00	32,31	140,00
gedurende die derde jaar ondervinding...	35,77	155,00	38,08	165,00	33,46	145,00	35,77	155,00
gedurende die vierde jaar ondervinding...	39,23	170,00	41,54	180,00	36,92	160,00	39,23	170,00
gedurende die vyfde jaar ondervinding...	42,69	185,00	45,00	195,00	40,38	175,00	42,69	185,00
daarna as gekwalifiseerd.....	46,15	200,00	48,46	210,00	42,69	185,00	45,00	195,00
Uitstaller, vrou—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	24,23	105,00	26,54	115,00	23,08	100,00	25,38	110,00
gedurende die tweede jaar ondervinding...	26,54	115,00	28,85	125,00	25,38	110,00	27,69	120,00
gedurende die derde jaar ondervinding...	28,85	125,00	31,15	135,00	26,54	115,00	28,85	125,00
gedurende die vierde jaar ondervinding...	30,00	130,00	32,31	140,00	27,69	120,00	30,00	130,00
gedurende die vyfde jaar ondervinding...	31,15	135,00	33,46	145,00	28,85	125,00	31,15	135,00
daarna as gekwalifiseerd.....	32,31	140,00	34,62	150,00	30,00	130,00	32,31	140,00
Verkoopsassistent, man—								
ongekwalifiseerd—(a)								
gedurende die eerste jaar ondervinding...	24,23	105,00	25,38	110,00	23,08	100,00	24,23	105,00
gedurende die tweede jaar ondervinding...	28,85	125,00	30,00	130,00	26,54	115,00	28,85	125,00
gedurende die derde jaar ondervinding...	33,46	145,00	34,62	150,00	30,00	130,00	32,31	140,00
gedurende die vierde jaar ondervinding...	36,92	160,00	39,23	170,00	33,46	145,00	35,77	155,00
gedurende die vyfde jaar ondervinding...	40,38	175,00	42,69	185,00	36,92	160,00	39,23	170,00
daarna as gekwalifiseerd.....	43,85	190,00	46,15	200,00	40,38	175,00	42,69	185,00
Verkoopsassistent, vrou—								
ongekwalifiseerd—(a)								
gedurende die eerste jaar ondervinding...	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
gedurende die tweede jaar ondervinding...	24,23	105,00	26,54	115,00	23,08	100,00	25,38	110,00
gedurende die derde jaar ondervinding...	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00
gedurende die vierde jaar ondervinding...	27,69	120,00	30,00	130,00	25,38	110,00	27,69	120,00
gedurende die vyfde jaar ondervinding...	28,85	125,00	31,15	135,00	26,54	115,00	28,85	125,00
daarna as gekwalifiseerd.....	30,00	130,00	32,31	140,00	27,69	120,00	30,00	130,00
Versorger-bestellingsnemer—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	35,77	155,00	38,08	165,00	33,46	145,00	35,77	155,00
gedurende die tweede jaar ondervinding...	40,38	175,00	42,69	185,00	38,08	165,00	40,38	175,00
gedurende die derde jaar ondervinding...	45,00	195,00	47,31	205,00	41,54	180,00	43,85	190,00
gedurende die vierde jaar ondervinding...	49,62	215,00	51,92	225,00	45,00	195,00	47,31	205,00
daarna as gekwalifiseerd.....	53,08	230,00	55,38	240,00	48,46	210,00	50,77	220,00
Versteller—								
ongekwalifiseerd—								
gedurende die eerste jaar ondervinding...	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
gedurende die tweede jaar ondervinding...	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
gedurende die derde jaar ondervinding...	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
gedurende die vierde jaar ondervinding...	25,38	110,00	27,69	120,00	23,08	100,00	25,38	110,00
daarna as gekwalifiseerd.....	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00
Winkelassistent—								
ongekwalifiseerd—(b)								
gedurende die eerste jaar ondervinding...	19,62	85,00	21,92	95,00	18,46	80,00	20,77	90,00
gedurende die tweede jaar ondervinding...	21,92	95,00	24,23	105,00	20,77	90,00	23,08	100,00
gedurende die derde jaar ondervinding...	24,23	105,00	26,54	115,00	21,92	95,00	24,23	105,00
gedurende die vierde jaar ondervinding...	25,38	110,00	27,69	120,00	23,08	100,00	25,38	110,00
daarna as gekwalifiseerd.....	26,54	115,00	28,85	125,00	24,23	105,00	26,54	115,00

(a) Met dien verstande dat 'n verkoopsassistent wat 'n kontantkas bedien, moet begin op 'n loon wat minstens gelyk is aan die loon voorgeskryf vir 'n verkoopsassistent gedurende sy/haar tweede jaar ondervinding en daarna moet hy/sy vorder op die voorgeskrewe skale van verkoopsassistent(c).

(b) Met dien verstande dat 'n winkelassistent wat 'n kontantkas bedien, moet begin op 'n loon wat minstens gelyk is aan die loon voorgeskryf vir 'n winkelassistent gedurende sy derde jaar ondervinding en daarna moet hy vorder op die voorgeskrewe skale van 'n winkelassistent.

(ii)

	In Gebied A						In Gebied B					
	(a)		(b)		(c)		(a)		(b)		(c)	
	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R
Algemene assistent, man.....	17,30	74,97	19,00	82,33	20,80	90,14	15,00	65,00	16,50	71,50	18,00	78,00
Algemene assistent, vrou.....	13,80	59,80	15,20	65,87	16,70	72,36	12,00	52,00	13,20	57,20	14,50	62,84
Algemene werker, man, onder 18 jaar.....	11,30	48,97	12,40	53,73	13,60	58,93	9,80	42,47	10,70	46,36	11,80	51,16
Algemene werker, man, 18 jaar en ouer.....	15,00	65,00	16,50	71,50	18,10	78,43	13,00	56,33	14,30	61,97	15,70	68,03
Algemene werker, vrou.....	12,00	52,00	13,20	57,20	14,50	62,84	10,40	45,06	11,50	49,84	12,60	54,60
Pakhuisassistent—												
ongekwalifiseerd—												
gedurende die eerste ses maande ondervinding.....	16,20	70,20	17,80	77,14	19,60	84,93	14,00	60,67	15,50	67,17	17,00	73,67
gedurende die tweede ses maande ondervinding.....	17,30	74,97	19,00	82,33	20,90	90,57	15,00	65,00	16,50	71,50	18,10	78,43
daarna as gekwalifiseerd.....	18,50	80,17	20,30	87,97	22,30	96,63	16,00	69,33	17,60	76,27	19,30	83,63
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie.....	17,30	74,97	19,00	82,33	20,80	90,14	15,00	65,00	16,50	71,50	18,00	78,00

	In Gebied C						In Gebied D					
	(a)		(b)		(c)		(a)		(b)		(c)	
	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R	Per week R	Per maand R
Algemene assistent, man.....	12,70	55,03	13,90	60,23	15,30	66,30	11,50	49,84	12,70	55,03	13,90	60,23
Algemene assistent, vrou.....	10,10	43,76	11,10	48,10	12,20	52,87	9,20	39,87	10,10	43,76	11,10	48,10
Algemene werker, man, onder 18 jaar.....	8,30	35,97	9,10	39,43	10,00	43,33	7,50	32,50	8,30	35,97	9,10	39,43
Algemene werker, man, 18 jaar en ouer.....	11,00	47,67	12,10	52,43	13,30	57,63	10,00	43,33	11,00	47,67	12,10	52,43
Algemene werker, vrou.....	8,80	38,14	9,70	42,03	10,60	45,93	8,00	34,67	8,80	38,14	9,70	42,03
Pakhuisassistent—ongekwalifiseerd—												
gedurende eerste ses maande ondervinding.....	11,90	51,57	13,10	56,76	14,40	62,40	10,80	46,80	11,90	51,57	13,10	56,76
gedurende die tweede ses maande ondervinding.....	12,70	55,03	14,00	60,67	15,40	66,73	11,50	49,84	12,70	55,03	14,00	60,67
daarna as gekwalifiseerd.....	13,50	58,50	14,90	64,57	16,40	71,06	12,30	53,30	13,50	58,50	14,90	64,57
Werknemer nie elders in hierdie klousule uitdruklik vermeld nie.....	12,70	55,03	13,90	60,23	15,30	66,30	11,50	49,84	12,70	55,03	13,90	50,23

- (a) Gedurende die eerste 12 maande nadat hierdie Vasstelling bindend word.
 (b) Gedurende die tweede 12 maande nadat hierdie Vasstelling bindend word.
 (c) Daarna.

(b) *Casual employee.*—A casual employee shall be paid in respect of the total period worked on any day at a rate of not less than one and a third times the hourly wage prescribed in subclause (1) (a), read with subclause (4) (a), for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that—

(i) where an 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 "hourly wage" shall mean the hourly wage prescribed for a qualified employee of that class;

(ii) where a casual employee is required to work for less than four hours on any day, he shall be deemed to have worked for four hours.

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

(2) *Basis of contract.*—For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), as read with the definition of "wage" in clause 2 (a) and with subclause (3), for an employee in his class in the area in which he works, irrespective of 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.*—(a) An employer who requires or permits a general assistant to perform for any period during a meal interval prescribed in clause 5 (2), either in addition to his own work or in substitution therefor, the work of a shop assistant, shall, in respect of that day, pay such general assistant not less than the daily wages prescribed for a shop assistant, calculated on the notch on the rising scale of wages immediately above the wage which such general assistant was receiving for his ordinary work.

(b) 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—

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

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

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

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

(bb) in the case referred to in subparagraph (ii), not less than the daily wage calculated on the notch on the rising scale immediately above the wage which the employee was receiving for his ordinary work: Provided that this paragraph shall not apply to a general assistant who, in terms of paragraph (a), becomes entitled in respect of that day to payment of the higher wages prescribed for a shop assistant: Provided that—

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

(ii) this subclause shall not apply to a sales assistant who does the work of a displayer;

(iii) if a part-time employee is required so to do the work of such other class, he shall be entitled to not less than two-thirds of the remuneration of a full-time employee of such other class;

(b) *Los Werknemer.*—'n los werknemer moet ten opsigte van die totale tydperk gewerk op 'n dag minstens een en 'n derde maal betaal word van die uurloon voorgeskryf in subklousule (1) (a), gelees met subklousule (4) (a), vir 'n werknemer in dieselfde gebied van dieselfde geslag wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat—

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

(ii) waar van 'n los werknemer vereis word om vir minder as vier uur op 'n dag te werk, hy geag word vir vier uur te gewerk het.

(c) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens twee-derdes van die loon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en geslag en met dieselfde ondervinding, betaal word, met die nodige inagneming van die woordskrywing "ondervinding".

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

(3) *Differensiële loon.*—(a) 'n Werkgewer wat van 'n algemene assistent vereis of hom toelaat om vir enige tydperk gedurende 'n etenspouse in klousule 5 (2) voorgeskryf, of benewens sy eie werk of in die plek daarvan die werk van 'n winkel-assistent te verrig, moet sodanige algemene assistent ten opsigte van daardie dag minstens die dagloon betaal wat vir 'n winkel-assistent voorgeskryf is, bereken op die kerf van die stygende loonskaal onmiddellik bokant die loon wat sodanige algemene assistent vir sy gewone werk ontvang het.

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

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

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

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

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

(bb) in die geval in subparagraaf (ii) bedoel, minstens die dagloon bereken op die kerf van die stygende loonskaal onmiddellik bokant die loon wat die werknemer sy gewone werk ontvang het: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n algemene assistent wat ooreenkomstig paragraaf (a) ten opsigte van daardie dag geregtig word op betaling van die hoër loon wat vir 'n winkelassistent voorgeskryf is:

Met dien verstande dat—

(i) hierdie subklousule nie van toepassing is nie wanneer die verskil tussen die klasse ooreenkomstig subklousule (1) op ouderdom, ondervinding of geslag berus;

(ii) hierdie subklousule nie van toepassing is nie op 'n verkoopassistent wat die werk van 'n uitstaller verrig;

(iii) indien daar van 'n deeltydse werknemer vereis word om aldus die werk van sodanige ander klas te verrig, hy geregtig is op minstens twee derdes van die besoldiging van 'n voltydse werknemer van sodanige ander klas;

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

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

(b) The daily wage of an employee shall be his weekly wage divided by—

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

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

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

(5) *Transport allowance and expenses.*—Besides 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 by means of any conveyance other 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 subclause 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 for each kilometre travelled in the performance of his duties, a transport allowance of not less than—

- (i) 6,8c if the engine capacity of the vehicle in which the employee so travelled does not exceed 1 250 cm³;
- (ii) 8,1c if the engine capacity of such vehicle exceeds 1 250 cm³ but does not exceed 2 500 cm³;
- (iii) 10,6c if the engine capacity of such vehicle exceeds 2 500 cm³.

(6) *Subsistence allowance and expenses.*—Besides 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 R8 for each night if such absence extends over one or more nights;

(b) a traveller's assistant or a general assistant who, in 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 R3,50 for each night if such absence extends over one or more nights;

Provided that for the purpose of this subclause the expression "night" shall mean the period between 23h00 and 04h00.

(7) (a) Any allowances and expenses payable to an employee in terms of subclauses (5) and (6) shall be paid by an employer within seven days after 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 subclause (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 subclause (5) (b), the distance travelled each day, the points of call and, except in municipal areas, the route followed;

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

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

(4) *Loonberekening.*—(a) Die uurloon van 'n werknemer is sy weekloon gedeel deur die getal gewone werkure wat vir so 'n werknemer in enige week voorgeskryf is.

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

- (i) vyf, in die geval van 'n werknemer wat normaalweg vyf dae per week werk;
- (ii) ses, in die geval van enige ander werknemer.

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

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

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

(a) 'n handelsreisiger of 'n versorger-bestellingnemer wat van sy werkgewer se motorvoertuig gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer hom alle redelike uitgawes vergoed wat hy in die uitvoering van sy pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

(b) 'n handelsreisiger of 'n versorger-bestellingnemer van wie vereis word om 'n motorvoertuig vir die uitvoering van sy pligte te verskaf, moet sy werkgewer hom vir elke kilometer wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—

- (i) waar die enjinkapasiteit van die voertuig waarmee die werknemer aldus gereis het hoogstens 1 250cm³ is: 6,8c;
- (ii) waar die enjinkapasiteit van sodanige voertuig meer as 1 250 cm³ maar hoogstens 2 500 cm³ is: 8,1c;
- (iii) waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is: 10,6c.

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

(a) 'n handelsreisiger of 'n versorger-bestellingnemer wat op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is—

(i) moet sy werkgewer 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 aangegaan het;

(ii) moet sy werkgewer hom 'n onderhoudstoelae van minstens R8 vir elke nag betaal as so 'n afwesigheid oor een of meer nagte strek;

(b) 'n handelsreisiger se assistent of 'n algemene assistent wat, wanneer hy 'n handelsreisiger of 'n versorger-bestellingnemer vergesel of enige reis wat die handelsreisiger of versorger-bestellingnemer in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is—

(i) moet sy werkgewer 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 aangegaan het;

(ii) moet sy werkgewer hom 'n onderhoudstoelae van minstens R3,50 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 23h00 en 04h00 beteken.

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

(b) 'n Werkgewer kan van sy handelsreisiger of versorger-bestellingnemer vereis om elke eis so op te stel dat dit 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 afstand wat hy elke dag afgelê het, die plekke wat 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 begin en geëindig het;

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

(8) The provisions of subclauses (5) (b) and (7) shall apply *mutatis mutandis* to an outside sales assistant and his employer if and when the employer requires or permits such assistant to use his own motor transport in the performance of his duties.

(9) *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 75 cents per week or, if he is a casual employee, not less than 15 cents per day.

(10) *Incremental date*.—If an employee becomes entitled in terms of subclause (1) to an increment on or before the 15th day of the month, such increment shall be deemed to accrue on the first day of that month, but if such entitlement arises after the 15th day of the month, the increment shall be deemed to accrue on the first day of the next succeeding month: Provided that in any establishment in which staggered pay-days are observed, any increment falling due within 15 days immediately following a designated pay-day shall be deemed to accrue on such designated pay-day, and any increment falling due after such 15 days shall be deemed to accrue on the next succeeding pay-day.

(11) An employee who is employed as an unqualified employee for any class of work for which wages are prescribed on a rising scale calculated on experience and who fails to provide his employer within three months after the date of commencement of his employment with proof of any period of employment in that class which he has had with another employer, shall be deemed not to have had such period of employment in that class with the other employer, and the expression "that class" shall include any class in which employment is reckonable as experience in the class in which he is employed: Provided that if at any time after the expiration of the said period of three months an employee provides his employer with such proof, the period of employment with the other employer shall be reckonable as experience, but only with effect from the date on which his employer is provided with such proof.

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 in cash weekly or monthly or, with the consent of the employee, 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 sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

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

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

- (i) at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand him the relevant receipt together with the aforementioned statement;
- (ii) the aforementioned information relating to time worked need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (9) (a) or (e).

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

(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.

en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige handelsreisiger of versorger-bestellingnemer onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word.

(8) Subklousules (5) (b) en (7) is *mutatis mutandis* van toepassing op 'n buiteverkoopassistent en sy werkgever indien en wanneer die werkgever van so 'n assistent vereis of hom toelaat om sy eie motorvervoer te gebruik in die uitvoering van sy pligte.

(9) *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 aan hom verskuldig, 'n toelae van minstens 75c per week of, as hy 'n los werknemer is, minstens 15c per dag betaal.

(10) *Verhogingsdatum*.—Indien 'n werknemer ingevolge subklousule (1) voor of op die 15de dag van die maand op 'n verhoging geregtig word, word daar geag dat sodanige verhoging hom toeval op die eerste dag van daardie maand, maar as hy na die 15de dag van die maand op die verhoging geregtig word, word daar geag dat dit hom op die eerste dag van die eersvolgende maand toeval: Met dien verstande dat dit in enige bedryfsinrigting waarin verspreide betaaldae nagekom word, enige verhoging wat betaalbaar is binne 15 dae onmiddellik na 'n aangewese betaaldag, geag word toegeval te wees op sodanige aangewese betaaldag en enige verhoging wat betaalbaar is ná sodanige 15 dae geag word toegeval te wees op die eersvolgende betaaldag.

(11) Indien 'n werknemer as 'n ongekwalfiseerde werknemer in diens geneem word vir enige klas werk waarvoor lone voorgeskryf word ooreenkomstig 'n stygende skaal wat volgens ondervinding bereken word, en hy versuim om binne drie maande na die datum waarop hy diens aanvaar het aan sy werkgever bewys te lewer van enige diens wat hy in daardie klas by 'n ander werkgever gelewer het, word daar geag dat hy nie sodanige dienstdyperk in daardie klas by die ander werkgever gehad het nie, en die uitdrukking "daardie klas" omvat enige klas waarin diens bereken kan word as ondervinding vir die klas werk wat hy verrig: Met dien verstande dat, indien die werknemer te eniger tyd na die verstrekking van genoemde tydperk van drie maande aan sy werkgever sodanige bewys lewer, die dienstdyperk by die ander werkgever gereken kan word as ondervinding, maar slegs met ingang van die datum waarop sodanige bewys aan sy werkgever gelewer word.

4. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers*.—Behoudens 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 werknemer daartoe instem, per tiek betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

- (a) die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
- (c) die getal ure wat die werknemer oortyd gewerk het;
- (d) die getal ure wat die werknemer op 'n Sondag of 'n openbare vakansiedag gewerk het;
- (e) die werknemer se loon;
- (f) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspuit;
- (g) besonderhede van enige bedrag wat afgetrek is;
- (h) die werklike bedrag wat aan die werknemer betaal word; en
- (i) die tydperk waarvoor die betaling geskied;

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

- (i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgever wat die betrokke kwitansie, tesame met voornoemde staat, aan hom moet oorhandig;
- (ii) voornoemde inligting betreffende tyd gewerk nie verstrekkend is tot 'n werknemer wat ingevolge klousule 5 (9) (a) of (e) van die werkurebepalings uitgesluit is nie.

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

(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 van sy werknemer vereis om goedere van hom of van enige winkel, plek of persoon deur hom aangewys, te koop nie.

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or to 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 deductions:

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or for subscriptions to a trade union or to a welfare organisation registered in terms of the Welfare Organisations Act, 1947, or for contributions to a staff social club or presentation fund;

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

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

(d) whenever an employee agrees or is required in terms of the Bantu (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.....	1,30	5,63
(ii) Lodging.....	0,70	3,04
(iii) Board and lodging.....	2,00	8,67

(e) with the written consent of an employee, a deduction of any amount which an employer has paid, or has undertaken to pay, to any Bantu Affairs Administration Board in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such Board.

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

(1) *Ordinary hours of work.*—Any employer shall not require or permit an employee to work more ordinary hours of work than—

(a) in the case of a general worker and an employee wholly or mainly engaged in the receipt, despatch or delivery of goods—

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

(ii) subject to subparagraph (i) hereof, nine hours and 12 minutes on any day, in the case of an employee who works a five-day week, or, in the case of an employee who works a six-day week, eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other days may be extended to eight and one half;

(b) in the case of a part-time employee—

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

(ii) subject to subparagraph (i) hereof, five on any day;

(c) in the case of a casual employee, eight on any day;

(d) in the case of every other employee—

(i) 45 in any week from Monday to Saturday, inclusive; and

(ii) nine hours on any day, in the case of an employee who works a five-day week, or eight hours on five days in any week and five hours on one day in such week, in the case of an employee who works a six-day week:

Provided that—

(i) where an employee is required to attend to a customer after the completion of the ordinary hours of work referred to in subparagraphs (b) (ii), (c) or (d) (ii), the said ordinary hours of work may be exceeded by not more than 15 minutes on any day and by not more than one hour in any week;

(ii) where a late closing day is permitted by law, the ordinary hours of work prescribed in subparagraph (a) (ii) may, in the case of an employee delivering goods, be extended by half-an-hour on one day in a week if the limitation prescribed in subparagraph (a) (i) will not be exceeded by such extension;

(iii) where a late closing day is permitted by law, the ordinary hours of work prescribed in subparagraph (d) (ii) may be extended by one and a half hours on one day in any week if the limitation prescribed in subparagraph (d) (i) will not be exceeded by such extension.

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

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegelde van vakverenigings of van 'n welsynsorganisasie geregistreer ingevolge die Wet op Welsynsorganisasies, 1947, of vir bydraes aan 'n personeel-sosiale klub of presentasiefonds;

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

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

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

	Per week	Per maand
	R	R
(i) Kos.....	1,30	5,63
(ii) Inwoning.....	0,70	3,04
(iii) Kos en inwoning.....	2,00	8,67

(e) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgewer aan 'n Bantoesake-administrasieraad betaal het of onderneem het om te betaal aan huur van 'n huis, of vir huisvesting in 'n tehuis wat die werknemer in 'n lokasie of Bantoeoord onder die beheer van so 'n Raad bewoon.

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

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

(a) in die geval van 'n algemene werker en 'n werknemer wat uitsluitlik of hoofsaaklik goedere ontvang, versend of aflower—

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

(ii) behoudens subparagraaf (i) hiervan, nege uur en 12 minute op 'n dag, in die geval van 'n werknemer wat vyf dae per week werk of, in die geval van 'n werknemer wat ses dae per week werk, agt uur op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op die ander dae hoogstens agt en 'n half op 'n dag mag wees;

(b) in die geval van 'n deeltydse werknemer—

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

(ii) behoudens paragraaf (i) hiervan, vyf op 'n dag;

(c) in die geval van 'n los werknemer, agt op 'n dag;

(d) in die geval van alle ander werknemers—

(i) 45 in 'n week van Maandag tot en met Saterdag; en

(ii) nege uur op 'n dag, in die geval van 'n werknemer wat vyf dae per week werk, of agt uur op vyf dae in 'n week en vyf uur op een dag in sodanige week, in die geval van 'n werknemer wat ses dae per week werk:

Met dien verstande dat—

(i) waar daar van 'n werknemer vereis word om 'n klant te bedien na voltooiing van die gewone werkure in subparagrafe (b) (ii), (c) of (d) (ii) bedoel, genoemde gewone werkure met hoogstens 15 minute op 'n dag en met hoogstens een uur in 'n week te bowe gegaan mag word;

(ii) wanneer die Wet toelaat dat daar op 'n dag laat gesluit mag word, die gewone werkure wat in subparagraaf (a) (ii) voorgeskryf word met 'n halfuur op een dag in 'n week verleng mag word in die geval van 'n werknemer wat goedere aflower, indien sodanige verlenging nie die beperking in subparagraaf (a) (i) voorgeskryf, te bowe gaan nie;

(iii) wanneer die Wet toelaat dat daar op 'n dag laat gesluit mag word, die gewone werkure wat in subparagraaf (d) (ii) voorgeskryf word op een dag in 'n week met een en 'n half uur verleng mag word, indien sodanige verlenging nie die beperking in subparagraaf (d) (i) voorgeskryf, te bowe gaan nie.

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

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

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

(iii) in the case of a chauffeur or a lift attendant, if such interval be longer than two hours, any period in excess of two hours shall be deemed to be ordinary hours of work or overtime;

(iv) in the case of an employee who is 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 form part of the ordinary hours of work or overtime;

(v) if such interval be longer than one hour, except when proviso (iii) or (iv) applies, any period in excess of one and a half hours shall be deemed to be time worked;

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

(vii) if on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 30 minutes;

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

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: 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 in the middle of his work period.

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

(5) *Overtime.*—All time worked, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in subclause (1) shall be overtime.

(6) *Limitation of overtime.*—(a) An employer shall not require an employee to work overtime unless he has given such employee notice on the previous work-day, except if the employee is absent on such work-day, that he will, on the following work-day, be required so to work: Provided that such notice need not be given to a male employee wholly or mainly engaged in the delivery, despatch or receipt of goods, or to a female employee who is so engaged if and for so long as such employee is in receipt of a regular wage at a rate not lower than that prescribed for a male employee of the same class as that in which such female employee is employed.

(b) An employer shall not require or permit an employee to work overtime for more than—

(i) in the case of an employee wholly or mainly engaged in the despatch or receipt of goods—

(aa) three hours on any day;

(ab) 12 hours in any week;

(ii) in the case of an employee wholly or mainly engaged in the delivery of goods, 12 hours in any week: Provided that during the period 1 December to 24 December, inclusive, 16 hours may be worked in any week;

(iii) in the case of an employee engaged in stocktaking or in work directly related to the moving of counters or gondolas, four hours on any day on not more than two days in any week: Provided that—

(i) for the purposes of this paragraph, overtime worked shall not be reckoned as part of the limitations prescribed in paragraph (b) (iv) and (v) hereof;

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

(i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort, en in dié geval en nadat die werkgewer die Afdelings-inspekteur, Departement van Arbeid, vir sy gebied, skriftelik in kennis gestel het van sodanige ooreenkoms, kan die pouse aldus verkort word;

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

(iii) in die geval van 'n chauffeur of 'n hyserbediener, indien sodanige pouse langer as twee uur is, enige tydperk bo en behalwe twee uur geag word gewone werkure of oortyd te wees;

(iv) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak of winkels oop- of toeluit, indien sodanige pouse langer as drie uur is, enige tydperk bo en behalwe drie uur geag word deel van die gewone werkure of oortyd te wees;

(v) as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepalings (iii) of (iv) van toepassing is, enige tyd wat een en 'n half uur te bowe gaan, geag word werkyd te wees;

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

(vii) wanneer daar, vanweë oortyd wat gewerk is, van 'n werkgewer vereis word om op enige dag 'n tweede etenspouse aan 'n werknemer toe te staan, sodanige pouse op versoek van die werknemer tot 30 minute verkort mag word;

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

(3) *Ruspouses.*—'n Werkgewer moet, so na as doenlik aan die middel van elke werkydperk in die voor- en namiddag, aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en daar word geag dat so 'n pouse deel van die gewone werkure van so 'n werknemer uitmaak: Met dien verstande dat 'n deeltydse werknemer slegs op een sodanige ruspouse op enige dag geregtig is en dat so 'n pouse so na as doenlik aan die middel van sy werkydperk toegestaan moet word.

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

(5) *Oortydwerk.*—Alle tyd, uitgesonderd dié op 'n Sondag, wat 'n werknemer langer werk as die getal gewone werkure wat in subklousule (1) voorgeskryf word, is oortydwerk.

(6) *Beperking van oortydwerk.*—(a) 'n Werkgewer mag nie van 'n werknemer vereis om oortyd te werk nie tensy hy sodanige werknemer op die vorige werkdag—behalwe wanneer die werknemer op sodanige werkdag afwesig is—kennis gegee het dat hy op die volgende werkdag oortyd sal moet werk: Met dien verstande dat sodanige kennis nie gegee hoef te word nie aan 'n manlike werknemer wat uitsluitlik of hoofsaaklik goedere aflewer, versend of ontvang, of aan 'n vroulike werknemer wat aldus werksaam is nie indien en solank sodanige werknemer gereeld 'n loon ontvang teen minstens die tarief wat voorgeskryf is vir 'n manlike werknemer van dieselfde klas as dié waarin sodanige vroulike werknemer werksaam is.

(b) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(i) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik goedere versend of ontvang—

(aa) drie uur op 'n dag;

(ab) 12 uur in 'n week;

(ii) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik goedere aflewer, 12 uur in 'n week: Met dien verstande dat gedurende die tydperk 1 Desember tot en met 24 Desember, 16 uur in 'n week gewerk mag word;

(iii) in die geval van 'n werknemer wat besig is met voorraadopname of werk wat regstreeks betrekking het op die verskuiwing van toonbanke of eilandrakke ("gondolas"), vier uur op 'n dag op hoogstens twee dae in 'n week: Met dien verstande dat—

(i) vir die toepassing van hierdie paragraaf, oortydwerk verrig nie gereken moet word as deel van die beperkings wat in paragraaf (b) (iv) en (v) hiervan voorgeskryf word nie;

- (ii) the provisions of this paragraph shall apply not more than twice during 12 months' employment with the employer;
- (iv) in the case of a part-time employee—
- (aa) three hours on any day;
 - (ab) 15 hours in any week;
- (v) in the case of every other employee—
- (aa) three hours on any day;
 - (ab) 12 hours in any week;
 - (ac) 60 hours in any year;

Provided that during the period 8 December to 31 December, inclusive, in respect of the trade carried on by the holders of bottle liquor licences, and during the period 1 December to 24 December, inclusive, in respect of all other trades, the limitation of overtime prescribed in this subclause may be exceeded by not more than a total of 15 hours but so that any prescribed daily limitations 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 by such employee on any day;
- (b) in the case of a part-time employee, one and one third times his ordinary wage in respect of the total period so worked by such employee on any days in any week;
- (c) in the case of any other employee, one and one third times his ordinary wage in respect of the total period so worked by such employee on any days in any week.

(8) *Female employees.*—Notwithstanding anything to the contrary contained in this clause and save as provided in subclauses (6) (a) and (6) (b) (iii), an employer shall not—

- (a) require a female employee to work overtime of more than one hour on any day, subject to a maximum of three hours in any week: Provided that subject to subclauses 6 (b) (iv) and 6 (b) (v) a female employee may agree and be permitted to work overtime of more than one hour on any day or three hours in any week;
- (b) require or permit a female employee to work after 13h00 on a Saturday: Provided that for the purposes of stock-taking or of work directly related to the preparation for sale or of any other work which cannot reasonably be done before 13h00 on a Saturday, a female employee may be required or permitted to work after 13h00 on not more than six Saturdays in any period of 12 months' employment with the employer;
- (c) require or permit a female employee under the age of 18 years to work after 18h30 on any day;
- (d) require or permit a female employee to work overtime after the completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) paid such employee not less than 45c in sufficient time to enable her to obtain and have a meal before overtime is due to commence; or
 - (ii) provided her with a meal to the value of not less than 45c, in sufficient time for her to have the meal before overtime work is due to commence, and such payment or the meal so provided shall be in addition to payment for overtime worked in terms of subclause (7);

Provided that where a female employee is required to attend to a customer after the time stipulated in paragraph (b) or (c) hereof, such employee may be required or permitted to attend to such customer for up to 15 minutes after the said stipulated time, but in the case of an employee referred to in paragraph (c) such attendance shall in the aggregate not exceed one hour in any week.

(9) *Savings.*—(a) The provisions of this clause shall not apply to any employee if and for so long as such employee is in receipt of a regular wage of not less than R280 per month or to a service supply salesman, a traveller or a traveller's assistant or to a general assistant who accompanies a service supply salesman if and for so long as such general assistant is in receipt of a regular wage of not less than R17 per week.

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

(c) the provisions of subclauses (2), (3) and (4) shall not apply to an employee who is engaged in the sale, installation, repair or demonstration of radios, refrigerators, knitting or sewing machines, vacuum cleaners, floor polishers or other similar electrical appliances or non-electrical knitting or sewing machines, or to an outside sales assistant.

(d) The provisions of subclause (3) shall not apply to a chauffeur or to an employee engaged in delivering goods or in assisting on delivery vehicles.

- (ii) hierdie paragraaf van toepassing is hoogstens twee keer gedurende 12 maande diens by die werkgever;
- (iv) in die geval van 'n deeltydse werknemer—
- (aa) drie uur op 'n dag;
 - (ab) 15 uur in 'n week;
- (v) in die geval van alle ander werknemers—
- (aa) drie, uur op 'n dag;
 - (ab) 12 uur in 'n week;
 - (ac) 60 uur in 'n jaar;

Met dien verstande dat gedurende die tydperk 8 Desember tot en met 31 Desember, ten opsigte van die bedryf wat uitgeoefen word deur die houers van botteldranklisensies, en gedurende die tydperk 1 Desember tot en met 24 Desember ten opsigte van alle ander bedrywe, die beperking van oortyd in hierdie subklousule voorgeskryf met 'n totaal van hoogstens 15 uur oorskry kan word maar op so 'n wyse dat die daaglikse beperkings wat voorgeskryf is nie te bowe gegaan word nie.

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

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

(8) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule en behoudens subklousules 6 (a) en 6 (b) (iii), mag 'n werkgever nie—

- (a) van 'n vroulike werknemer vereis om vir langer as een uur op 'n dag oortyd te werk nie, behoudens 'n maksimum van drie uur in 'n week: Met dien verstande dat behoudens subklousules 6 (b) (iv) en 6 (b) (v) 'n vroulike werknemer kan instem en toegelaat mag word om langer as een uur op 'n dag of drie uur in 'n week oortyd te werk;
- (b) van 'n vroulike werknemer vereis of haar toelaat om na 13h00 op 'n Saterdag te werk nie: Met dien verstande dat vir die doel van voorraadopname, of werk wat regstreeks in verband staan met voorbereidings vir uitverkopings of enige ander werk wat redelikerwys nie op 'n Saterdag vóór 13h00 gedoen kan word nie, van 'n vroulike werknemer vereis of sy toegelaat mag word om na 13h00 op hoogstens ses Saterdag in 'n tydperk van 12 maande in die werkgever se diens, te werk;
- (c) van 'n vroulike werknemer vereis of haar toelaat om op enige dag na 18h30 te werk nie indien sy onder die ouderdom van 18 jaar is;
- (d) van 'n vroulike werknemer vereis of haar toelaat om na voltooiing van haar gewone werkure meer as een uur op 'n dag oortyd te werk nie, tensy hy—
 - (i) sodanige werknemer minstens 45 sent betaal het om haar in staat te stel om 'n ete te verkry, en te nuttig voor dat sy met oortydwerk begin; of
 - (ii) sodanige werknemer betyds voorsien het van 'n maaltyd ter waarde van minstens 45 sent en haar in staat stel om dit te nuttig voordat sy met die oortydwerk moet begin, en sodanige betaling of die maaltyd aldus verskaf moet geskied benewens betaling vir oortydwerk ingevolge subklousule (7);

Met dien verstande dat waar daar van 'n vroulike werknemer vereis word om 'n klant te bedien ná die tyd genoem in paragraaf (b) of (c) hiervan, sodanige werknemer verplig of toegelaat mag word om vir hoogstens 15 minute na gemelde tyd sodanige klant te bedien, maar in die geval van 'n werknemer in paragraaf (c) genoem mag sodanige bediening altesaam hoogstens een uur per week wees.

(9) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie op 'n werknemer van toepassing nie indien en solank so 'n werknemer gereeld 'n loon van minstens R280 per maand ontvang of op 'n versorger-bestellingnemer, 'n handelsreisiger of 'n handelsreisiger se assistent, of op 'n algemene assistent wat 'n versorger-bestellingnemer vergesel nie indien en solank so 'n algemene assistent gereeld 'n loon van minstens R17 per week ontvang.

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

(c) Subklousules (2), (3) en (4) is nie op 'n werknemer wat radio's, koelkaste, brei- of naaimasjiene, stofsuiers, poleerders of enige ander soortgelyke elektriese toestelle of nie-elektriese brei- of naaimasjiene verkoop, installeer, herstel of demonstreer, of op 'n buiterverkoopassistent van toepassing nie.

(d) Subklousule (3) is nie op 'n chauffeur of op 'n werknemer wat goedere aflewer of wat op 'n afleweringsvoertuig help, van toepassing nie.

(e) The provisions of this clause shall not apply to a watchman whose employer grants him a day of 24 consecutive hours off in respect of every week of employment: Provided that—

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

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

6. ANNUAL LEAVE

(1) Subject to subclause (2), an employer shall grant to his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with him—

(a) in the case of a traveller, traveller's assistant or watchman, 21 consecutive workdays' leave;

(b) in the case of an employee who works a five-day week, 15 consecutive workdays' leave;

(c) in the case of any other employee, 18 consecutive workdays' 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 which the employee was receiving immediately prior to the date on which the leave commenced: Provided that in the case of a traveller or a traveller's assistant who works a five-day week, the employer shall pay such employee an amount of not less than four and one fifth times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in the case of an employee referred to in paragraph (b) or (c), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced:

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 12 months immediately preceding the date of the accrual of his leave by 52 or, if he has had less than 12 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 subclause (1) shall be granted and be taken, as the case may be, at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within three months after the completion of the 12 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 three months, the employer may grant such leave to the employee from a date not later than three months after the expiration of the said period of three months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor, unless the employee so requests and the employer agrees in writing, with any period of military training or service under the Defence Act, 1957;

(iii) if a public holiday falls within such period of leave, a further workday shall be added to such period as a further period of leave, and that for every such added day the employee shall be paid an amount not less than his daily wage;

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

(v) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which such leave relates, the employer shall grant such employee the full period of leave accruable for 12 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 have been entitled to at the date on which the leave would normally have accrued: Provided that if an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off, any remuneration due to the employee at the termination of his employment,

(e) Hierdie klousule is nie op 'n wag wie se werkgever hom 'n dag van 24 agtereenvolgende ure ten opsigte van elke week diens vry afgee, van toepassing nie: Met dien verstande dat—

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

(ii) 'n werkgever, in plaas daarvan dat hy sodanige dag vry af aan sy wag gee, sodanige wag dié loon mag betaal wat hy sou ontvang het indien hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van sodanige dag wat nie toegestaan is nie.

6. JAARLIKSE VERLOF

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

(a) in die geval van 'n handelsreisiger, 'n handelsreisiger se assistent of 'n wag, 21 agtereenvolgende werkdag;

(b) in die geval van 'n werknemer wat 'n vyfdagweek werk, 15 agtereenvolgende werkdag;

(c) in die geval van alle ander werknemers, 18 agtereenvolgende werkdag;

en moet die werkgever sodanige werknemer ten opsigte van sodanige verlof betaal—

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie en 'n half maal die weekloon wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het: Met dien verstande dat in die geval van 'n handelsreisiger of 'n handelsreisiger se assistent wat 'n werksweek van vyf dae het, die werkgever sodanige werknemer 'n bedrag van minstens vir en een vyfde maal die weekloon moet betaal wat hy onmiddellik voor die aanvangsdatum van die verlof ontvang het;

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

Met dien verstande dat, by die toepassing van hierdie klousule, die weekloon van 'n werknemer wat in diens is ooreenkomstig klousule 9, bereken word deur die totale besoldiging wat uit hoofde van klousule 9 aan hom betaalbaar is ten opsigte van die 12 maande onmiddellik voor die datum waarop die verlof hom toekom, deur 52 te deel of, indien hy minder as 12 maande aldus gewerk het, deur die totale besoldiging wat aldus vir sodanig dienstydperk aan hom betaalbaar is, deur die getal voltooide weke in sodanige tydperk te deel.

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

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

(ii) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 7 verleen is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding of diens ingevolge die Verdedigingswet, 1957, mag saamval nie;

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

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

(v) wanneer 'n werkgever van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, die werkgever aan sodanige werknemer die volle verloftydperk oploopbaar vir 12 maande diens, moet toestaan, en, met behoorlike inagneming van die toeval van enige verhogings ingevolge klousule 3, sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens dié waarop die werknemer geregtig sou gewees het op die datum waarop die verlof in gewone omstandighede sou toeval: Met dien verstande dat, indien 'n werknemer se diens eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgever die verskil tussen die bedrag aan die werknemer betaal ingevolge hiervan en die

the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at the termination of his employment in terms of subclause (5), if the leave had not been granted to him;

(vi) an employer may, at the written request of a general assistant or general worker, permit such employee not more often than once in every 24 consecutive months to forego the leave prescribed for him in subclause 6 (1), and in lieu thereof the employer shall pay to the employee in respect of such leave the amount prescribed for such employee in the said subclause.

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

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

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

(b) subclause (2) [except proviso (vi) thereof] shall apply *mutatis mutandis* to leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of an employee, not later than such employee's first pay-day after the expiration of the leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, 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—

(i) in the case of an employee referred to in subclause (1) (a), seven twenty-fourths; and

(ii) in the case of every other employee, one-fourth;

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

(i) if the contract of employment of an employee who has had not less than one month's employment during any such period of 12 months terminates during a month in which he has had more than two weeks but not a completed month of employment, such uncompleted month shall be deemed for the purposes of this subclause to be a completed month;

(ii) 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 subclause (2);

(iii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 12, unless in failing to give such notice or to work during such period he was acting within his legal rights, shall, subject to clause 12 (5), not be entitled to any payment by virtue of this subclause.

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

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

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

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

(i) on leave in terms of this clause;

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

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

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

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

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

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

bedrag waarop hy geregtig sou gewees het by diensbeëindiging ingevolge subklousule (5) indien die verlof nie aan hom toegestaan was nie, kan aftrek van die besoldiging wat aan die werknemer verskuldig is by diensbeëindiging;

(vi) 'n werkgever op die skriftelike versoek van 'n algemene assistent of algemene werker sodanige werknemer kan toelaat om hoogstens een maal in elke 24 agtereenvolgende maande af te sien van die verlof wat by subklousule 6 (1) vir hom voorgeskryf is, en dat die werkgever in die plek daarvan aan die werknemer ten opsigte van sodanige verlof die bedrag betaal wat in bedoelde klousule vir sodanige werknemer voorgeskryf is.

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

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

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

(b) Subklousule (2) [uitgesonderd voorbehoudsbepaling (vi) daarvan] is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(4) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (3), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of, op die skriftelike versoek van 'n werknemer uiterlik op die eerste betaaldag van sodanige werknemer na die verstryking van die verlof.

(5) Aan 'n werknemer wie se diens gedurende enige diens-termyen van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opge- loop het, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig raag wees, vir elke voltooide maand van sodanige diens-termyen 'n bedrag betaal word van minstens—

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

(ii) in die geval van alle ander werknemers, een-vierde van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) as 'n werknemer wat minstens een maand diens gedurende enige sodanige tydperk van 12 maande gehad het se diens- kontrak eindig in die loop van 'n maand waartydens hy meer as twee weke maar nie 'n voltooide maand diens gehad het nie, so 'n onvoltooide maand by die toepassing van hierdie subklousule geag word 'n voltooide maand te wees;

(ii) 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van enige verloftydperk aan 'n werknemer toegestaan ingevolge die vierde voorbehoudsbepaling van subklousule (2);

(iii) 'n werknemer wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyen uit te dien wat by klousule 12 voorgeskryf word, tensy hy by versuim om sodanige kennis te gee of om gedurende sodanige kennisgewingstermyen te werk, regens handel, behoudens klousule 12 (5) op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof verleen 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 verleen was.

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

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 7;

(iii) op las of versoek van sy werkgever;

(iv) met die toestemming of kondonering van sy werkgever;

(v) om enige rede wat nie 'n verbraking van die diens- kontrak is nie;

en wel tot 'n totaal, in enige jaar, van hoogstens 10 weke; en

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

and employment shall be deemed to commence—

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

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

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

7. SICK LEAVE

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

(a) in the case of an employee who normally works a five-day week, not less than 30 work-days; and

(b) in the case of any other employee, not less than 36 work-days;

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, plus any sick leave accumulated in terms of subclause (3) and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received if he had worked during such period: Provided that—

(i) in the first 12 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) 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 30 or 36 work-days, as the case may be, in each cycle of 36 months of employment;

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

(iv) if, in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wage, 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 more than two consecutive work-days; or

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

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

(3) An employer shall permit an employee, who has completed not less than six years' employment with him, to carry forward into his third three-year sick leave cycle one-third of any sick leave not taken during the preceding three-year cycle and thereafter to accumulate, in respect of every three-year sick leave cycle, one-third of the 30 or 36 days' sick leave, as the case may be, not granted in terms of subclause (1) during that cycle. Any sick leave thus accrued and not taken during any subsequent three-year sick leave cycle or cycles shall be

en word diens geag te begin—

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

(ii) in die geval van 'n werknemer wat, voordat hierdie Vastelling bindend geword het, in diens was en op wie enige wet vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregig 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 werkgever in diens getree het of op die datum waarop hierdie Vastelling bindend geword het, en wel op die jongste van die twee datums.

7. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 30 werkdae, en

(b) in die geval van enige ander werknemer, altesaam minstens 36 werkdae

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, asook enige opgelope siekteverlof ingevolge subklousule (3) en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, 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) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat die werknemer waarborg dat, in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 30 of 36 werkdae, na gelang van die geval, in elke tydkring van 36 maande diens aan hom betaal sal word;

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

(iv) indien daar by 'n ander wet van 'n werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, hierdie klousule nie van toepassing is nie.

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

(a) vir langer as twee agtereenvolgende werkdae; of

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

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

(3) 'n Werkgever moet 'n werknemer wat minstens ses jaar diens by hom voltooi het, toelaat om een derde van enige siekteverlof wat nie gedurende die voorafgaande tydkring van drie jaar geneem is nie oor te dra na sy derde siekteverlof-tydkring van drie jaar en om daarna, ten opsigte van elke siekteverloftydkring van drie jaar, een derde van die 30 of 36 dae siekteverlof, na gelang van die geval, wat nie ingevolge subklousule (1) gedurende daardie tydkring toegestaan is nie, te laat ooploop. Enige siekteverlof wat aldus opgeloop het en nie gedurende enige latere siekteverloftydkring of -tydkringe van drie jaar geneem is nie moet oorgedra word na die daaropvolgende tyd-

carried into the next succeeding three-year cycle: Provided that the total period of sick leave available to such employee during any one sick leave cycle shall not exceed 78 days.

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

(a) "employment" shall be deemed to include—

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

(aa) on leave in terms of clause 6;

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

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

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

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

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

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

and any period of employment which an employee has had with the same employer immediately before the date on which this Determination became binding shall, for the purposes of this clause, be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

8. PUBLIC HOLIDAYS AND SUNDAYS

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

(2) Whenever an employee works on a public holiday his employer shall, save as provided for in clause 4 (6), pay him for the week in which such public holiday falls not less than his weekly wage and in addition pay him—

(a) an amount calculated at a rate of not less than his ordinary wage in respect of the total period worked by him on such holiday or his daily wage, whichever is the greater; or

(b) an amount calculated at a rate of not less than one-third of his ordinary wage for the total period worked by him on such public holiday, and grant him within 14 days of such public holiday one day's leave and pay him in respect thereof not less than his daily wage.

(3) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

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

(ii) if the employee 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 not less than double his daily wage, whichever is the greater; or

(b) pay the employee 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, and grant him within 14 days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that if such employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(4) Subclauses (2) and (3) shall not apply to—

(a) an employee excluded from the provisions relating to hours of work in terms of clause 5 (9) (a);

(b) a casual employee or a watchman.

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

(1) An employer may, after at least one week's prior notice to his employee, other than a traveller, introduce any piece-work system and, save as provided in clause 4 (6), such employer

kring van drie jaar: Met dien verstande dat die totale tydperk van siekteverlof wat gedurende 'n bepaalde siekteverloftydkring vir sodanige werknemer beskikbaar is, hoogstens 78 dae is.

(4) By die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 6;

(ab) op las of versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

(ad) met die toestemming of kondonering van sy werkgever;

(ae) om enige rede wat nie 'n verbreking van die diens-kontrak is nie;

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

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

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

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

8. OPENBARE VAKANSIEDAE EN SONDAE

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

(2) Wanneer 'n werknemer op 'n openbare vakansiedag werk, moet sy werkgever hom, behoudens klousule 4 (6), vir die week waarin so 'n openbare vakansiedag val, minstens sy weekloon betaal en moet hy hom daarbenewens betaal—

(a) 'n bedrag bereken teen minstens sy gewone loon ten opsigte van die totale tydperk deur hom op so 'n openbare vakansiedag gewerk, of sy dagloon, en wel die bedrag wat die grootste is; of

(b) 'n bedrag bereken teen minstens een derde van sy gewone loon vir die totale tydperk deur hom op so 'n openbare vakansiedag gewerk en hom binne 14 dae na sodanige vakansiedag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) die werknemer—

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

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

(b) die werknemer teen minstens een en 'n derde maal sy gewone loon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne 14 dae na sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat, waar daar van sodanige werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, daar geag moet word dat hy vier uur gewerk het.

(4) Subklousules (2) en (3) is nie van toepassing nie—

(a) op 'n werknemer wat ingevolge klousule 5 (9) (a) van die werksbepalings uitgesluit is;

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

9. STUKWERK, KOMMISSIEWERK EN KOMMISSIE OP VERKOPE

(1) 'n Werkgever kan nadat hy minstens een week vooraf kennis aan sy werknemer, uitgesonderd 'n handelsreisiger, gegee het, 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige

shall pay his employee, who is employed on such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

(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 if he had 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 if he had 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 subclause (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 notice for a period not shorter than that agreed upon.

(4) Notwithstanding anything to the contrary contained 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, if 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 shall be 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 month succeeding the month during which employment was terminated.

(6) The terms of the agreement referred to in subclause (5) shall be financially not less favourable to the traveller than the relevant terms of this Determination: Provided that the remuneration of a traveller on commission work shall be payable on the day stipulated in the agreement, and in this respect clause 4 (1) shall not apply to such payment.

(7) Save as provided in clause 4 (6), the amount of the commission which an employer shall pay to his traveller who is employed on commission work shall be not less than at the rate or rates agreed between them, which amount of commission shall be in addition to the wage prescribed for such traveller in clause 3 (1) or to such higher wage referred to in subclause 5 (a) hereof.

(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 or run concurrently with 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 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 commission and the conditions of entitlement;

(b) the day of the week or month when commission earned shall be due and payable;

stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer moet betaal—

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

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

(2) 'n Werkgever moet 'n lys van die besoldiging in subklousule (1) bedoen, op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan alle werknemers wat stukwerk verrig, voorsien van 'n brief deur of namens hom onderteken waarin genoemde besoldiging aangegee word.

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

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

(5) 'n Handelsreisiger wat volgens 'n ooreenkoms met sy werkgever kommissiewerk onderneem, moet, voordat sodanige werk begin, deur sy werkgever voorsien word van 'n juiste kopie van die ooreenkoms of 'n verklaring wat die bepalings van die ooreenkoms bevat en wat moet insluit—

(a) die week- of maandloon aan die handelsreisiger betaalbaar, indien sodanige loon hoër is as dié wat by klousule 3 (1) 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 die verdiende kommissie verskuldig en betaalbaar is;

(c) die gebied waarin daar van die handelsreisiger vereis word of hy toegelaat word om te werk;

(d) die tipe, beskrywing, getal, hoeveelheid of waarde van die bestellings (individueel, weekliks, maandeliks of hoe ook al) wat die werkgever van tyd tot tyd bereid is om te aanvaar; en

(e) die dag waarop die kommissie op bestellings wat die werkgever voor die beëindiging van die dienskontrak aanvaar het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is.

(6) Die bepalings van die ooreenkoms in subklousule (5) bedoel, mag vir die handelsreisiger geldelik nie minder voordelig wees nie as die betrokke bepalings van hierdie Vasstelling: Met dien verstande dat die besoldiging van 'n handelsreisiger wat kommissiewerk verrig, betaalbaar is op die dag wat in die ooreenkoms bepaal word, en in hierdie opsig is klousule 4 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens klousule 4 (6), mag die bedrag van die kommissie wat 'n werkgever moet betaal aan sy handelsreisiger wat kommissiewerk onderneem nie minder wees nie as die tarief of tariewe waaroor hulle ooreengekom het, en die kommissie moet betaal word bo en behalwe die loon in klousule 3 (1) vir sodanige handelsreisiger voorgeskryf of benewens die hoër loon in subklousule 5 (a) hiervan bedoel.

(8) 'n Werkgever of 'n handelsreisiger wat voornemens is om 'n ooreenkoms in verband met kommissiewerk op te lê of oor 'n wysiging daarvan te onderhandel, moet van sodanige voorneme skriftelik kennis gee en die termyn van sodanige kennisgewing mag nie korter wees nie as of mag nie saamvat nie met dié wat by klousule 12 vir die beëindiging van die dienskontrak van so 'n handelsreisiger vereis word nie.

(9) 'n Werkgever kan met sy werknemer, uitgesonderd 'n handelsreisiger, ooreenkom om sodanige werknemer benewens die loon vir sodanige werknemer voorgeskryf in klousule 3 (1), geles met klousule 5 (7), kommissie te betaal op verkope deur sodanige werknemer gedoen: Met dien verstande dat die werkgever die werknemer, voordat die ooreenkoms in werking tree, moet voorsien van 'n kopie van die ooreenkoms wat die volgende moet omvat:

(a) Die kommissietarief of -tariewe en die voorwaardes waarop hy daarop geregtig word;

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

(c) the period of notice, which shall be not less than or run concurrently with that required to terminate the contract of employment of such employee in terms of clause 12 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 subclause (9), but the payment of such commission shall be made in accordance with the agreement.

10. RATIO

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

(2) *Female sales assistant.*—An employer shall not employ an unqualified female sales assistant unless he has in his employ a qualified female or male sales assistant, and for each qualified female or male sales assistant or supervisor in his employ, he shall not employ more than one unqualified sales assistant.

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

(4) *Shop assistant.*—An employer shall not employ a shop assistant with less than two years' experience unless he has in his employ a shop assistant with more than two years' experience or a sales assistant or a supervisor, and for each shop assistant with more than two years' experience or sales assistant or supervisor in his employ he shall not employ more than one shop assistant with less than two years' experience.

(5) *Clerical assistant.*—An employer shall not employ an unqualified clerical assistant unless he has in his employ a qualified clerical assistant or qualified female or qualified male clerk, and for each qualified clerical assistant or qualified female or qualified male clerk in his employ, he shall not employ more than one unqualified clerical assistant.

(6) *Part-time employee.*—(a) An employer shall not employ a part-time employee as a sales assistant unless he has at least one full-time sales assistant in his employ, and for each three or part of three full-time sales assistants in his employ he shall not employ more than two part-time employees as sales assistants.

(b) An employer shall not employ a part-time employee as a shop assistant unless he has at least two full-time shop assistants or at least one full-time sales assistant in his employ, and for each three or part of three full-time shop assistants or full-time sales assistants, additional to the first three in his employ, he shall not employ more than two part-time employees as shop assistants.

(c) An employer shall not employ a part-time employee as an alteration hand or alteration milliner unless he has at least one full-time alteration hand or alteration milliner, respectively, in his employ, and for each three or part of three full-time alteration hands or alteration milliners additional to the first three in his employ, he shall not employ more than two part-time alteration hands or alteration milliners, as the case may be.

(7) Subclauses (2), (3) and (4) shall apply *mutatis mutandis* to part-time employees, but part-time employees shall not be reckoned in computing the number of full-time unqualified sales assistants or unqualified shop assistants who may be employed.

(8) 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 "sales assistant" shall be deemed to include a clerk and a displayer, and these three 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 sales assistant or a female supervisor who is receiving a wage of not less than the wage prescribed for a qualified male sales assistant may be deemed to be a qualified male sales assistant.

(c) die termyn van die kennis wat die werkgever of sy werknemer moet gee om die ooreenkoms te kanselleer, of om oor 'n wysiging daarvan te onderhandel, welke kennis skriftelik moet geskied en nie korter mag wees nie as of nie mag saamval nie met die kennisgewingstermyn wat ingevolge klousule 12 vir die beëindiging van die dienskontrak van sodanige werknemer vereis word.

(10) Die bepalings van klousule 4 (1) is nie van toepassing op kommissie verskuldig ingevolge subklousule (9) nie maar die betaling van sodanige kommissie moet ooreenkomstig die ooreenkoms geskied.

10. GETALSVERHOUDING

(1) *Versteller en hoedeversteller.*—'n Werkgever mag nie 'n ongekwalifiseerde versteller of hoedeversteller in diens neem nie tensy hy onderskeidelik 'n gekwalifiseerde versteller of hoedeversteller in sy diens het, en vir elke gekwalifiseerde versteller of hoedeversteller in sy diens mag hy hoogstens onderskeidelik een ongekwalifiseerde versteller of hoedeversteller in diens neem.

(2) *Vroulike verkoopsassistent.*—'n Werkgever mag nie 'n ongekwalifiseerde vroulike verkoopsassistent in diens neem nie tensy hy 'n gekwalifiseerde vroulike of manlike verkoopsassistent in sy diens het en vir elke gekwalifiseerde vroulike of manlike verkoopsassistent of toesighouer in sy diens mag hy hoogstens een ongekwalifiseerde verkoopsassistent in diens neem.

(3) *Manlike verkoopsassistent.*—'n Werkgever mag nie 'n ongekwalifiseerde manlike verkoopsassistent in diens neem nie tensy hy 'n gekwalifiseerde manlike verkoopsassistent in sy diens het, en vir elke gekwalifiseerde manlike verkoopsassistent of toesighouer in sy diens mag hy hoogstens een ongekwalifiseerde verkoopsassistent in diens neem.

(4) *Winkelassistent.*—'n Werkgever mag nie 'n winkelassistent met minder as twee jaar ondervinding in diens neem nie tensy hy 'n winkelassistent met meer as twee jaar ondervinding of 'n verkoopsassistent of toesighouer in sy diens het, en vir elke winkelassistent met meer as twee jaar ondervinding of 'n verkoopsassistent of toesighouer in sy diens mag hy hoogstens een winkelassistent met minder as twee jaar ondervinding in diens neem.

(5) *Klerklike assistent.*—'n Werkgever mag nie 'n ongekwalifiseerde klerklike assistent in diens neem nie tensy hy 'n gekwalifiseerde klerklike assistent of gekwalifiseerde vroulike of gekwalifiseerde manlike klerk in sy diens het, en vir elke gekwalifiseerde klerklike assistent of gekwalifiseerde vroulike of gekwalifiseerde manlike klerk in sy diens mag hy hoogstens een ongekwalifiseerde klerklike assistent in diens neem.

(6) *Deeltydse werknemer.*—(a) 'n Werkgever mag nie 'n deeltydse werknemer as verkoopsassistent in diens neem nie tensy hy minstens een voltydse verkoopsassistent in sy diens het, en vir elke drie of gedeelte van drie voltydse verkoopsassistenten in sy diens mag hy hoogstens twee deeltydse werknemers as verkoopsassistenten in diens neem.

(b) 'n Werkgever mag nie 'n deeltydse werknemer as 'n winkelassistent in diens neem nie tensy hy minstens twee voltydse winkelassistenten of minstens een voltydse verkoopsassistent in sy diens het, en vir elke drie of gedeelte van drie voltydse winkelassistenten of voltydse verkoopsassistenten benewens die eerste drie in sy diens mag hy hoogstens twee deeltydse werknemers as winkelassistenten in diens neem.

(c) 'n Werkgever mag nie 'n deeltydse werknemer as 'n versteller of hoedeversteller in diens neem nie tensy hy minstens onderskeidelik een voltydse versteller of hoedeversteller in sy diens het, en vir elke drie of gedeelte van drie voltydse verstellers of hoedeverstellers benewens die eerste drie in sy diens mag hy hoogstens twee deeltydse verstellers of hoedeverstellers, na gelang van die geval, in diens neem.

(7) Subklousules (2), (3) en (4) is *mutatis mutandis* op deeltydse werknemers van toepassing, maar deeltydse werknemers word nie ingereken by die berekening van die getal voltydse ongekwalifiseerde verkoopsassistent of ongekwalifiseerde winkelassistent wat in diens geneem mag word nie.

(8) By die toepassing van hierdie klousule—

(a) kan 'n werkgever of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van enige besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer in so 'n klas geag word: Met dien verstande dat 'n werkgever of bestuurder nie in meer as een bedryfsinrigting aldus geag mag word nie;

(b) word die uitdrukking "verkoopsassistent" geag 'n klerk en 'n uitstaller in te sluit en kan hierdie drie klasse werknemers ondermekaar uitgeruil word;

(c) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon voorgeskryf vir 'n gekwalifiseerde werknemer van sy klas as 'n gekwalifiseerde werknemer in dié klas geag word;

(d) kan 'n vroulike verkoopsassistent of 'n vroulike toesighouer wat 'n loon ontvang van minstens die loon voorgeskryf vir 'n gekwalifiseerde manlike verkoopsassistent as 'n gekwalifiseerde manlike verkoopsassistent geag word.

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

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

(11) During the period 1 December to 31 December, inclusive, the provisions of subclauses (1), (2), (3), (4), (5) and (6) shall not apply in respect of scholars or university students employed as unqualified employees.

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply free of charge 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 50 cents 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 kneepads free of charge.

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

(6) Save as provided in subclause (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 a proper condition, and such garment or article shall remain the property of the employer.

(7) Save as provided in subclause (8), an employer and his employee may agree that, in lieu of maintaining and laundering or cleaning any garment or article referred to in subclauses (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 20 cents 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) (a) Subject to paragraph (b) hereof, an employer may offer to supply his female employee with one or more specified outfits per annum on conditions not less favourable to the employee than the following:

(i) The price to be paid by the employee for any such outfit shall not exceed the cost thereof to the employer;

(ii) the employer may require the employee to wear any such outfit at all times while on duty: Provided that if only one outfit has been supplied, this requirement shall not apply while the outfit is being cleaned or repaired;

(iii) the employer shall not prohibit the employee from wearing any such outfit when she is off duty;

(iv) the employer shall permit the employee to pay for each such outfit supplied to her by means of at least four equal monthly deductions from her remuneration: Provided that the employer may, in the event of the termination of the contract of employment before the full amount due by the employee for any such outfit has been paid, deduct the balance due to him in one sum from any remuneration due to the employee at such termination;

(v) the employee shall be responsible for the cleaning and maintenance in good order and proper condition of any such outfit supplied to her.

(b) The offer referred to in paragraph (a) hereof shall be in writing and shall set out the conditions thereof, and unless the employee to whom it is made has accepted the offer in writing within seven days after receiving it, the employee shall be deemed to have rejected the offer.

(c) After the written acceptance by an employee of an offer made to her in terms of paragraphs (a) and (b) hereof, any such outfit shall, on delivery thereof to her, become her property.

(d) The provisions of subclauses (6) and (7) shall not apply in respect of any such outfits supplied.

(9) Niks in hierdie klousule moet so vertolk word dat dit die indiensneming van sowel 'n ongekwalfiseerde vrou ingevolge subklousule (2) as 'n ongekwalfiseerde man ingevolge subklousule (3) vir dieselfde gekwalfiseerde werknemer toelaat nie.

(10) Hierdie klousule is afsonderlik op elke bedryfsinrigting van 'n werkgewer van toepassing.

(11) Gedurende die tydperk 1 Desember tot en met 31 Desember is subklousules (1), (2), (3), (4), (5) en (6) nie op skoliere of universiteitstudente wat as ongekwalfiseerde werknemers in diens is van toepassing nie.

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet minstens twee oorpakke of wasbare jasse per jaar kosteloos verskaf aan sy werknemer wat voedsel lekkergoed of kruidentersware regstreeks aan die publiek verkoop, en dit kosteloos skoon en in goeie toestand hou.

(2) In reënweer moet 'n werkgewer sy werknemer wat by die uitvoering van sy pligte gereeld aan die weer blootgestel is, kosteloos voorsien van diensbare waterdigte beskerming vir die kop en bene en 'n waterdigte mantel, en sulke artikels bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer in plaas van sulke artikels aan so 'n werknemer te verskaf, benewens enige ander besoldiging aan sodanige werknemer verskuldig aan hom 'n toelae van minstens 50c per maand kan betaal.

(3) 'n Werkgewer moet sy handelsreisiger se assistent kosteloos van minstens een diensbare stofjas per jaar voorsien.

(4) 'n Werkgewer moet sy algemene werker wat vloere met die hand skrop of was kosteloos van diensbare kniekussings voorsien.

(5) 'n Werkgewer wat van sy werknemer vereis om enige vorm van nie-wasbare beskermende kleres soos bv. waterdigte mantels, oorpakke of beskermende stewels of voorskote te dra, moet sodanige beskermende kleres kosteloos verskaf en in 'n skoon en diensbare toestand hou.

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

(7) Behoudens subklousule (8), kan 'n werkgewer en sy werknemer ooreenkom dat, in plaas van die versorging en was en stryk of skoonmaak van enige kledingstuk of artikel in subklousules (1) en (6) genoem, die werkgewer aan sy werknemer, benewens enige ander besoldiging aan die werknemer verskuldig, 'n toelae van minstens 20 sent per kledingstuk of artikel per week moet betaal, en die werknemer is dan verantwoordelik vir die versorging, uitgesonderd groot herstelwerk, en die was en stryk of skoonmaak van die kledingstuk of artikel.

(8) (a) Behoudens paragraaf (b) hiervan, kan 'n werkgewer aanbied om sy vroulike werknemer van een of meer bepaalde uitrustings per jaar te voorsien op voorwaardes wat vir die werknemer nie minder gunstig is nie as die volgende:

(i) Die prys wat die werknemer vir sodanige uitrusting moet betaal, mag nie hoër wees as die prys wat die werkgewer daarvoor betaal het nie;

(ii) die werkgewer kan van die werknemer vereis om te eniger tyd solank sy op diens is so 'n uitrusting te dra: Met dien verstande dat, indien slegs een uitrusting verskaf word, hierdie vereiste nie geld nie solank die uitrusting skoongemaak of herstel word nie;

(iii) die werkgewer mag die werknemer nie belet om enige sodanige uitrusting te dra wanneer sy van diens af is nie;

(iv) die werkgewer moet die werknemer toelaat om vir elke sodanige uitrusting wat aan haar verskaf word te betaal by wyse van minstens vier gelyke maandelikse aftrekkings van haar besoldiging: Met dien verstande dat 'n werkgewer, vir geval die dienskontrak beëindig word voordat die volle bedrag deur 'n werknemer vir sodanige uitrusting verskuldig betaal is, die saldo aan hom verskuldig in een bedrag kan aftrek van enige besoldiging wat by sodanige beëindiging aan die werknemer verskuldig is;

(v) die werknemer is daarvoor verantwoordelik om so 'n uitrusting wat aan haar verskaf word, te laat skoonmaak en in goeie en behoorlike toestand te hou.

(b) Die aanbod in paragraaf (a) hiervan bedoel, moet skriftelik gedoen word en moet die voorwaardes daarvan bevat, en tensy die werknemer die aanbod wat aan haar gedoen word binne sewe dae na ontvangs daarvan skriftelik aanvaar het, word daar geag dat die werknemer die aanbod van die hand gewys het.

(c) Nadat 'n werknemer 'n aanbod aanvaar het wat ooreenkomstig paragrawe (a) en (b) hierbo aan haar gemaak is, word enige sodanige uitrusting by aflewering aan haar, haar eiendom.

(d) Subklousules (6) en (7) is nie van toepassing ten opsigte van enige sodanige uitrustings wat verskaf word nie.

(9) For the purposes of subclause (8), "specified outfit" or "outfit" shall mean any outer garment or garments (excluding shoes, caps, hats, stockings, aprons, overalls and washing coats) of a 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 wants to terminate the contract of employment, shall give—

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

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

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

Provided that—

- (i) this shall not affect the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) this shall not affect any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than that prescribed in this clause;
- (iii) this shall not affect the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;
- (iv) payment in lieu of notice shall not be permitted during the absence of an employee—
 - (a) on leave in terms of clause 6;
 - (b) on sick leave in terms of clause 7; or
 - (c) undergoing military training or doing military service in pursuance of the Defence Act, 1957;
- (v) Where an employee, who is being paid in lieu of notice, would have become entitled to an increment in terms of clause 3 had he been given notice of termination of employment, 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, had he been given such notice and any amount due to the employee in respect of leave in terms of clause 6 (5) shall be calculated at the wage he would have received on termination of employment had he been given such notice.

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

(3) The notice prescribed in subclause (1) shall be given—

- (a) in the case of a weekly employee, on or before the usual pay-day of the establishment for such employee and shall run from the day after such pay-day;
- (b) in the case of a monthly employee, on or before the first or the 15th day of a calendar month and shall run from such first or 15th day or, in an establishment in which staggered pay-days are observed, on or before a designated pay-day or on or before a date which is such that the two weeks' notice terminates on a designated pay-day, and the period of notice shall run from such designated pay-day or date;

Provided that—

- (i) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training or service which an employee is undergoing or doing in pursuance of the Defence Act, 1957;
- (ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 7;
- (iii) where only one workday's notice is required to be given, such notice may be given on any work-day;
- (iv) where the first or the 15th day of the month falls on a Sunday or a public holiday, notice may be given on the first workday succeeding such Sunday or public holiday.

(9) By die toepassing van subklousule (8), beteken "bepaalde uitrusting" of "uitrusting" enige buitekledingstuk of -kledingstukke (uitgesonderd skoene, pette of musse, hoede, kouse, voorskote, oorpakke en wasbare jasse) van bepaalde kleur, skakering, ontwerp of styl of enige kombinasie van bepaalde 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—

- (a) gedurende die eerste vier weke diens, minstens een werk-dag;
 - (b) in die geval van 'n weeklikse werknemer, een week na die eerste vier weke diens;
 - (c) in die geval van 'n maandelikse werknemer, twee weke na die eerste vier weke diens;
- vooraf kennis van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig-deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, te betaal—

- (i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval van twee weke kennisgewing, twee maal die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande—

- (i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig, nie hierdeur geraak word nie;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin woorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word, nie hierdeur geraak word nie;
- (iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros, nie hierdeur geraak word nie;
- (iv) betaling in plaas van kennis nie mag geskied nie gedurende 'n werknemer se afwesigheid—
 - (a) met verlof ingevolge klousule 6;
 - (b) met siekteverlof ingevolge klousule 7; of
 - (c) terwyl hy ingevolge die Verdedigingswet, 1957, militêre opleiding of diens ondergaan;
- (v) Wanneer 'n werknemer wat betaling in plaas van kennisgewing ontvang op 'n loonsverhoging ingevolge klousule 3 geregtig sou geword het indien kennis van diensbeëindiging aan hom gegee was, moet sy werkgewer hom, benewens alle ander bedrae aan hom verskuldig, die bedrag betaal wat hom so toegekom het ten opsigte van sodanige verhoging indien hy sodanige kennis gegee was, en enige bedrag wat ingevolge klousule 6 (5) ten opsigte van verlof aan die werknemer verskuldig is, moet bereken word teen die loon wat hy by diensbeëindiging sou ontvang het indien hy sodanige kennis gegee was.
- (2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.
- (3) Die kennisgewing by subklousule (1) voorgeskryf, moet geskied—

- (a) in die geval van 'n weeklikse werknemer, voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, en dit loop vanaf die dag na sodanige betaaldag;
- (b) in die geval van 'n maandelikse werknemer, voor of op die eerste of die 15de dag van 'n kalendermaand en dit loop vanaf sodanige eerste of 15de dag of, in die geval van 'n bedryfsinrigting waarin verspreide betaaldae nagekom word, vóór of op 'n aangewese betaaldag of vóór of op 'n datum sodat die twee weke kennis op 'n aangewese betaaldag eindig, en die kennisgewingstermyn loop vanaf sodanige aangewese betaaldag of datum;

Met dien verstande dat—

- (i) die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof ooreenkomstig klousule 6 of enige tydperk van militêre opleiding of diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;
- (ii) daar nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 7 kennis gegee mag word nie;
- (iii) waar slegs een werkdag se kennisgewing vereis word, sodanige kennisgewing op enige werkdag kan geskied;
- (iv) waar die eerste of 15de dag van 'n maand op 'n Sondag of 'n openbare vakansiedag val, kennisgewing op die eerste werkdag onmiddellik na sodanige Sondag of openbare vakansiedag mag geskied.

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

13. CERTIFICATE OF SERVICE

Except if a contract of employment of an employee is terminated on the ground of desertion or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the form prescribed in the Schedule to this Determination, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly or monthly wage of the employee on the date of such termination.

14. PROHIBITION OF EMPLOYMENT

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

(2) An employer shall not require or permit an employee to work elsewhere during working hours than at the employer's establishment or at a place related to it or to its functions.

15. LOG-BOOK

(1) An employer shall provide his driver or his part-time driver of a motor vehicle with a log-book as nearly as practicable in the following form:

LOG-BOOK

Name of employer.....
 Name of driver of motor vehicle.....
 Date..... Registration number of the vehicle.....
 Time of starting work.....h.....
 Time of finishing work.....h.....
 Number of hours worked.....
 Meal hours from.....h.....to.....h.....
 Particulars of any accident or delay.....
 Name(s) of employee(s) accompanying driver of motor vehicle.....

Signature of driver of motor vehicle

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

(2) Every driver or part-time driver of a motor vehicle shall, in the log-book referred to in subclause (1), keep a daily log in duplicate in respect of each day's work and shall within 24 hours after the completion of the day's work to which such log relates deliver a copy thereof to his employer, and for the purpose of this clause the expression "work" shall, in respect of a part-time driver of a motor vehicle, 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 subclause (2) has been delivered to him, for a period of three years subsequent to such delivery.

(4) The provisions of subclauses (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 number of kilometres travelled: 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 subclause (4) for a period of at least three years after the date of the last entry therein or thereon.

(4) Die kennisgewing by subklousule (1) voorgeskryf, moet skriftelik geskied, behalwe in die geval van 'n werknemer wat nie kan lees en skryf nie.

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

13. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van enige dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik die vorm het soos in die Bylae van hierdie Vastelling voorgeskryf en waarin die volle name van die werkgever en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon of maandloon van die werknemer op die datum van sodanige beëindiging vermeld word.

14. VERBOD OP INDIENSNEMING

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

(2) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om gedurende werkure werk te verrig op 'n ander plek as by die bedryfsinrigting van die werkgever of 'n plek wat daarmee of met die werksaamhede daarvan in verband staan nie.

15. LOGBOEK

(1) 'n Werkgever moet sy drywer van 'n motorvoertuig of sy deeltydse drywer van 'n motorvoertuig voorsien van 'n logboek wat sover doenlik die volgende vorm het:

DAAGLIKSE LOG

Naam van werkgever.....
 Naam van drywer van motorvoertuig.....
 Datum..... Registrasienommer van die voertuig.....
 Tyd waarop werk begin het.....h.....
 Tyd waarop werk opgehou het.....h.....
 Getal ure gewerk.....
 Etenstye van.....h.....tot.....h.....
 Besonderhede omtrent enige ongeluk of vertraging.....

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

Handtekening van drywer van motorvoertuig

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

(2) Elke drywer van 'n motorvoertuig of deeltydse drywer van 'n motorvoertuig moet in die logboek in subklousule (1) bedoel, oor elke dag se werk 'n daaglikse log in duplo hou en binne 24 uur na voltooiing van die dag se werk waarop dit betrekking het, 'n kopie daarvan by sy werkgever indien, en by die toepassing van hierdie klousule slaan die uitdrukking "werk" ten opsigte van 'n deeltydse drywer van 'n motorvoertuig slegs op "n motorvoertuig dryf" soos dit in die woordomskriving 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 na sodanige indiening bewaar.

(4) Subklousules (1), (2) en (3) is nie van toepassing nie ten opsigte van 'n motorvoertuig wat toegerus is met 'n meganiese toestel wat outomaties die aanvangs- en die ophoutye vir die hele tydperk wat die voertuig gedryf word en die getal kilometers afgeleë, aanteken: Met dien verstande dat—

(i) die werkgever 'n register hou wat sonder onderbreking die name van die drywers of deeltydse drywers van sodanige voertuig en die tyd waarop elke drywer of deeltydse drywer vir die voertuig verantwoordelik was, meld;

(genoemde register die registrasienommer van die voertuig meld; en

(iii) genoemde register deur elke drywer of deeltydse drywer onderteken word om die tyd te bevestig waarop hy verantwoordelikheid vir die voertuig oorneem en waarop hy ophou om vir die voertuig verantwoordelik te wees.

(5) 'n Werkgever moet elke register soos in subklousule (4) vermeld, bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

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 employee is, in terms of subclause (3), required 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. Name
Week ending 19

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

(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 subclause (1), which card shall reflect the name of the employee and the date of the termination of the week in respect of which it is to 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) 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 subclause (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 at least 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 chauffeur or a driver or part-time driver of a motor vehicle.

SCHEDULE

I/We (a)
carrying on trade in the Commercial Distributive Trade at
hereby certify that
was employed by me/us (a) from the day
of 19 to the day
of 19 as (b)
At the termination of employment his/her (a) wage was rand
..... cents per week/month (a).
Date 19

Signature of employer or authorised
representative

- (a) Delete whichever is inapplicable.
- (b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, general assistant.

16. BYWONINGSREGISTER

(1) Elke werkgever moet in sy bedryfsinrigting een of meer bywoningsregister verskaf waarin voorsiening gemaak word vir die inskrywings wat van 'n werknemer ingevolge subklousule (3) vereis word om te doen: Met dien verstande dat 'n werkgever in plaas van sodanige bywoningsregister, 'n halfoutomatiese tydregistreerder kan verskaf met die nodige kaarte so na as doenlik in die volgende vorm:

No. Naam
Weekeindigende 19

Day	In	Uit	In	Uit	Totaal
Sondag.....	h	h	h	h	
Maandag.....	h	h	h	h	
Dinsdag.....	h	h	h	h	
Woensdag.....	h	h	h	h	
Donderdag.....	h	h	h	h	
Vrydag.....	h	h	h	h	
Saterdag.....	h	h	h	h	

(2) 'n Werkgever moet daagliks in sodanige bywoningsregister aantekeninge hou van die naam en beroep van elke werknemer, of, waar hy 'n halfoutomatiese tydregistreerder verskaf het, moet hy aan elke werknemer 'n kaart verskaf in die vorm voorgeskryf in die voorbehoudsbepaling van subklousule (1), en hierdie kaart moet die naam van die werknemer en die datum van die einde van die week ten opsigte waarvan dit gebruik moet word, aandui.

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

(a) in sodanige bywoningsregister—

- (ii) die tydstop waarop hy begin werk het;
- (iii) die aanvangstyd en ophoutyd van elke etens- of ander pouse, wat nie as gewone werkure gereken kan word nie; en
- (iv) die aflooptyd van sy werk vir die dag;

aanteken; of

(b) in 'n bedryfsinrigting waarin 'n halfoutomatiese tydregistreerder verskaf word, inskrywings deur middel van sodanige registreerder op 'n kaart maak wat ingevolge subklousule (2) verskaf word om die volgende aan te toon:

- (i) die tydstop waarop hy begin werk het;
- (ii) die tydstop waarop elke etens- of ander pouse wat nie as gewone werkure gereken kan word nie, 'n aanvang neem en eindig; en
- (iii) die aflooptyd van sy werk vir die dag:

Met dien verstande dat, indien 'n werknemer nie kan lees en skryf nie, sy werkgever namens hom die nodige inskrywings ten opsigte van items (a) (ii) tot en met (a) (iv) moet maak en onderteken.

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

(5) Alle inskrywings in 'n bywoningsregister moet in ink of inktoloot geskied.

(6) Hierdie klousule is nie op werknemers in klousule 5 (9) (a) bedoel of op 'n chauffeur of 'n drywer of deeltydse drywer van 'n motorvoertuig van toepassing nie.

BYLAE

Ek/Ons (a)
wat die Kommersiële Distribusiebedryf beoefen te
verklaar hierby dat
in my/ons (a) diens was van die dag
van 19 tot die dag
van 19 as (b)
By diensbeëindiging was sy/haar (a) loon rand
..... sent per seek/maand (a).
Datum 19

Handtekening van werkgever of gemagtigde
vertegenwoordiger

- (a) Skrap wat nie van toepassing is nie.
- (b) Meld die beroep waarin die werknemers uitsluitlik of hoofsaaklik in diens was, bv. klerk, algemene assistent.

No. R. 647 15 April 1976
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941
COMMERCIAL DISTRIBUTIVE TRADE, LARGER
TOWNS

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the

No. R. 647 15 April 1976
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941
KOMMERSIËLE DISTRIBUSIEBEDRYF, GROTER
DORPE

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

Wage Determination for the Commercial Distributive Trade, Larger Towns, published under Government Notice R. 656 of 15 April 1976, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Labour.

No. R. 648 15 April 1976

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF WAGE DETERMINATION 318

COMMERCIAL DISTRIBUTIVE TRADE, SMALLER TOWNS

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the second Monday after the date of publication of this notice, all the provisions of Wage Determination 318 published under Government Notice R. 1136 of 10 July 1970.

S. P. BOTHA, Minister of Labour.

van die Loonvasstelling vir die Kommersiële Distribusiebedryf, Groter Dorpe gepubliseer by Goewermentskennisgewing R. 656 van 15 April 1976, oor die algemeen vir die werknemers wie se werkkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 648 15 April 1976

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN LOONVASSTELLING 318

KOMMERSIËLE DISTRIBUSIEBEDRYF, KLEINER DORPE

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby in kragtens artikel 16 van die Loonwet, 1957, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, al die bepalings van Loonvasstelling 318, gepubliseer by Goewermentskennisgewing R. 1136 van 10 Julie 1970.

S. P. BOTHA, Minister van Arbeid.

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