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DEPARTMENT OF MANPOWER

No. R. 2101

21 October 1988

WAGE ACT, 1957

WAGE DETERMINATION 455.—COMMERCIAL DISTRIBUTIVE TRADE, CERTAIN AREAS

By direction of the Minister of Manpower it is hereby notified, in terms of section 14 (2) of the Wage Act, 1957, that the Minister under the powers vested in him by section 14 (1) of the said Act, has made the Wage Determination in the Schedule hereto in respect of the Commercial Distributive Trade, Certain Areas and fix 1 November 1988 as the date from which the provisions of the said Wage Determination shall be binding.

SCHEDULE

1. AREA AND SCOPE OF DETERMINATION

(1) This determination shall in the areas specified hereunder apply to every employer in the Commercial Distributive Trade, as defined in subclause (2), and to all his employees in that trade: Provided that the Determination shall not apply to or in respect of—

(a) an employer while he is a new employer as defined in subclause (3);

(b) a small employer as defined in subclause (4); or

(c) employees wholly or mainly employed in an area falling under the jurisdiction of a local authority established in terms of the Black Local Authorities Act, 1982.

Cape Province.—The Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg and the municipal areas of Aliwal North, Beacon Bay, Beaufort West, Brackenfell, Burgersdorp, Caledon, Ceres, Cradock, De Aar, Despatch, East London (excluding the village of Berlin), George, Gonubie, Gordon's Bay, Graaff-Reinet, Grahamstown, Hermanus, King William's Town, Knysna, Kuils River, Kuruman, Malmesbury, Middelburg, Montagu, Mossel Bay, Oudtshoorn, Paarl, Port Elizabeth, Queenstown, Riversdale, Robertson, Somerset East, Somerset West, Stellenbosch, Strand, Swellendam, Uitenhage, Upington, Vredenburg-Saldanha, Vryburg, Wellington and Worcester;

Natal.—The Magisterial Districts of Chatsworth, Durban and Pinetown and the municipal areas of Dundee, Empangeni, Estcourt, Glencoe, Howick, Kokstad, Ladysmith, Margate, Newcastle, Pietermaritzburg, Port Shepstone, Scottburgh, Stanger, Umhlanga, Verulam and Vryheid;

Orange Free State.—The municipal areas of Bethlehem, Bloemfontein, Ficksburg, Harrismith, Heilbron, Kroonstad, Ladybrand, Odendaalsrus, Parys, Sasolburg, Senekal, Virginia and Welkom and the village management board area of Allanridge;

DEPARTEMENT VAN MANNEKRAG

No. R. 2101

21 Oktober 1988

LOONWET, 1957

LOONVASSTELLING 455.—KOMMERSIELE DISTRI- BUSIEBEDRYF, SEKERE GEBIEDE

In opdrag van die Minister van Mannekrag, word hierby ingevolge artikel 14 (2) van die Loonwet, 1957, bekend gemaak dat die Minister kragtens die bevoegdheid aan hom verleen by artikel 14 (1) van genoemde Wet, die Loonvasstelling wat in die Bylae hiervan verskyn ten opsigte van die Kommersiële Distribusiebedryf, Sekere Gebiede gemaak het en 1 November 1988 bepaal as die datum waarop die bepalings van genoemde Loonvasstelling bindend word.

BYLAE

1. GEBIED EN OMVANG VAN VASSTELLING

(1) Hierdie vasstelling is in die gebiede hieronder genoem van toepassing op elke werkgever in die Kommersiële Distribusiebedryf, soos omskryf in subklousule (2), en op al sy werknemers in daardie bedryf: Met dien verstande dat die vasstelling nie van toepassing is nie op—

(a) 'n werkgever terwyl hy 'n nuwe werkgever is soos omskryf in subklousule (3);

(b) 'n klein werkgever soos omskryf in subklousule (4); of

(c) werknemers wat uitsluitlik of hoofsaaklik in diens is in 'n gebied wat onder die jurisdiksie van 'n plaaslike owerheid val, ingestel kragtens die Wet op Swart Plaaslike Besture, 1982.

Kaaprovinsie.—Die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg en die munisipale gebiede van Aliwal-Noord, Beaconbaai, Beaufort-Wes, Brackenfell, Burgersdorp, Caledon, Ceres, Cradock, De Aar, Despatch, George, Gonubie, Gordonsbaai, Graaff-Reinet, Grahamstad, Hermanus, King William's Town, Knysna, Kuilsrivier, Kuruman, Malmesbury, Middelburg, Montagu, Mosselbaai, Oos-Londen (uitgesonderd die dorp Berlin), Oudtshoorn, Paarl, Port Elizabeth, Queenstown, Riversdal, Robertson, Somerset-Oos, Somerset-Wes, Stellenbosch, Strand, Swellendam, Uitenhage, Upington, Vredenburg-Saldanha, Vryburg, Wellington en Worcester;

Natal.—Die landdrosdistrikte Chatsworth, Durban en Pinetown en die munisipale gebiede van Dundee, Empangeni, Estcourt, Glencoe, Howick, Kokstad, Ladysmith, Margate, Newcastle, Pietermaritzburg, Port Shepstone, Scottburgh, Stanger, Umhlanga, Verulam en Vryheid;

Oranje-Vrystaat.—Die munisipale gebiede van Bethlehem, Bloemfontein, Ficksburg, Harrismith, Heilbron, Kroonstad, Ladybrand, Odendaalsrus, Parys, Sasolburg, Senekal, Virginia en Welkom en die dorpsbestuursgebied van Allanridge;

Transvaal.—The Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Pretoria, Roodepoort, Springs and Wonderboom and the municipal or health committee areas of Barberton, Bethal, Brits, Bronkhorstspuit, Carletonville, Christiana, Delmas, Ermelo, Evander, Fochville, Groblersdal, Heidelberg, Klerksdorp, Krugersdorp, Lichtenburg, Louis Trichardt, Lydenburg, Meyerton, Middelburg, Nelspruit, Nigel, Nylstroom, Orkney, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Randburg, Randfontein, Rustenburg, Schweizer-Reneke, Standerton, Stilfontein, Thabazimbi, Tzaneen, Vanderbijlpark, Vereeniging, Volksrust, Warmbaths, Westonaria, Witbank, White River, Wolmaransstad and Zeerust.

(2) "Commercial Distributive Trade" or "the Trade" means the trade in which employers and employees are associated for the purpose of conducting a shop as defined hereunder and includes all operations incidental thereto carried on by such employers and employees.

"Shop" means any premises or any portion of any premises (excluding any conveyance used wholly for the sale of ice-cream, sherbet, water ice or frozen confectionery) in or on which—

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

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

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

(d) a manufacturer's representative carries on his activities as such, and in this regard '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, stores, displays or keeps for sale, goods or samples of goods manufactured by the manufacturer, or obtains or receives, in any manner whatsoever, orders for goods from persons for the purchase by them of such goods and executes such orders or transmits such orders to the manufacturer for acceptance or otherwise; or

(e) a business is carried on under the off-consumption privileges of a hotel liquor licence in an area in which Wage Determination 420, Hotel and Liquor Trade, does not apply, or under a liquor store licence;

and 'shop activity' has a corresponding meaning, but it *does not include* any premises or portion of any premises in, on or from which the following activities are carried on:

(i) The activities of a hairdressing salon or barber's shop where the employees' time is largely taken up by such activities;

(ii) the sale and/or distribution by a manufacturer of the goods manufactured by him where—

(aa) such sale and/or distribution is carried out on or in any premises or portion of any premises forming part of or located next to the factory premises;

(ab) such goods are manufactured to the order of any person for his own use or consumption and not for resale by that person;

(iii) the sale and/or distribution by a baker or confectioner of his products;

(iv) the sale and/or distribution of sand, soil or gravel;

(v) the sale and/or distribution or preparation for sale of timber, wood or waste products from the processing of timber or wood;

(vi) the receiving, packing, filling, storing, delivery, sale and/or distribution by wholesale or in bulk, as the case may be, of any form of—

(aa) liquid fuel used for the purpose of driving internal combustion engines;

(ab) lubricating oil or grease;

(ac) oil, grease or other product derived from oil if distributed by an employer engaged in (aa);

Transvaal.—Die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Pretoria, Roodepoort, Springs en Wonderboom en die munisipale of gesondheidskomiteegebiede van Barberton, Bethal, Brits, Bronkhorstspuit, Carletonville, Christiana, Delmas, Ermelo, Evander, Fochville, Groblersdal, Heidelberg, Klerksdorp, Krugersdorp, Lichtenburg, Louis Trichardt, Lydenburg, Meyerton, Middelburg, Nelspruit, Nigel, Nylstroom, Orkney, Phalaborwa, Pietersburg, Piet Retief, Potchefstroom, Potgietersrus, Randburg, Randfontein, Rustenburg, Schweizer-Reneke, Standerton, Stilfontein, Thabazimbi, Tzaneen, Vanderbijlpark, Vereeniging, Volksrust, Warmbad, Westonaria, Witbank, Witrivier, Wolmaransstad en Zeerust.

(2) "Kommersiële Distribusiebedryf" of "die Bedryf" beteken die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om 'n winkel, soos hieronder omskryf te dryf en dit omvat alle daarmee gepaardgaande werksaamhede wat deur sodanige werkgewers en hul werknemers verrig word.

"Winkel" beteken enige perseel of gedeelte van 'n perseel (uitgesonderd enige vervoermiddel wat uitsluitlik vir die verkoop van roomys, sorbet, waterys of bevrore banket gebruik word) waarin of waarop—

(a) persone toegelaat of persone uitgenooi word vir die koop, uitgesonderd per openbare veiling, van die goedere wat daarin of daarop uitgestal of aangebied word, of goedere van die soort wat aldus vir verkoop uitgestal of aangebied word;

(b) die goedere genoem in paragraaf (aa) in voorraad gehou, gebêre, uit- of ingepak word of van waar sodanige goedere afgelewer of versend word aan persone in paragraaf (aa) bedoel wat sulke goedere koop;

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

(d) 'n vervaardigersverteenvoerder sy aktiwiteite as sodanig beoefen en in hierdie verband beteken 'vervaardigersverteenvoerder' enigiemand, uitgesonderd 'n werknemer van 'n vervaardiger, wat, as die agent van of andersins ten behoeve van 'n vervaardiger, goedere of monsters van goedere wat deur die vervaardiger vervaardig is, opberg, vertoon of vir verkoop hou, of wat bestellings vir goedere op enige manier hoegenaamd verkry of ontvang van persone vir die koop deur hulle van sodanige goedere en sodanige bestellings uitvoer of aan die vervaardiger deurstuur vir aanvaarding of andersins; of

(e) 'n besigheid beoefen word wat kragtens die buiteverkoopregte van 'n hotel-drinklisensie gedryf word in 'n gebied waarin Loonvasstelling 420, Hotel- en Drinkbedryf, nie van krag is nie, of kragtens 'n drank-winkellisensie;

en "winkelaktiwiteit" het 'n ooreenstemmende betekenis, *maar dit sluit nie* 'n perseel of gedeelte van 'n perseel in waarop, waarin of van waar die volgende uitgeoefen word nie:

(i) Die aktiwiteite van 'n haarkapsalon of barbierswinkel waar die werknemers se tyd grotendeels deur sodanige aktiwiteit in beslag geneem word.

(ii) Die verkoop en/of verspreiding deur 'n vervaardiger van die goedere wat hy vervaardig waar—

(aa) sulke verkope en/of verspreiding op of in 'n perseel of gedeelte van 'n perseel geskied wat deel uitmaak van of aangrensend is aan die fabriekperseel;

(ab) sulke goedere op die bestelling van 'n persoon vir sy eie gebruik of verbruik vervaardig is en nie vir herverkoop deur hom bedoel is nie;

(iii) die verkoop en/of verspreiding van sy produkte deur 'n bakker of 'n banketbakker;

(iv) die verkoop en/of verspreiding van sand, grond of gruis;

(v) die verkope en/of verspreiding of voorbereiding vir verkope van timmerhout, hout of afvalprodukte van die prosesering van timmerhout of hout;

(vi) die ontvangs, verpakking, liassering, stuur, aflewering, verkope en/of verspreiding deur middel van groothandel of in grootmaat, soos die geval mag wees of in enige vorm van—

(aa) vloeibare brandstof vir die aandryf van binnebrandenjins;

(ab) smeerolie of -ghries;

(ac) olie, ghries, of ander produkte uit olie indien dit versprei word deur 'n werkgewer betrokke in (aa);

(vii) the business of a newspaper publisher who is required to hold a licence under item 5 of the First Schedule to the Licences Act, 1962;

(viii) the business of a hawker or pedlar;

(ix) the business of a quarry master;

(x) any shop activity in the following industries or trades in the areas in which the wage determination concerned or any wage determination in substitution thereof, is applicable:

(aa) *Business Equipment Industry* as defined in Wage Determination 413, published under Government Notice R. 1468 of 17 July 1981;

(ab) *Scrap metal dealing* in so far as it concerns employees performing unskilled labour as defined in Wage Determination 438, published under Government Notice R. 2072 of 21 September 1984;

(ac) *Second-hand bottle dealing* in so far as it concerns employees performing unskilled labour as defined in Wage Determination 438, published under Government Notice R. 2072 of 21 September 1984;

(ad) *Hotel and Liquor Trade* as defined in Wage Determination 420, published under Government Notice R. 1657 of 16 April 1982;

(ae) *Coal Trade* as defined in Wage Determination 409, published under Government Notice R. 1189 of 5 June 1981;

(af) *Catering Trade* as defined in Wage Determination 428, published under Government Notice R. 488 of 11 March 1983;

(ag) *Meat Trade* as defined in Wage Determination 430, published under Government Notice R. 1672 of 29 July 1983; and

(ah) *Wool, Mohair, Hides and Skins Trade* as defined in Wage Determination 445, published under Government Notice R. 2109 of 20 September 1985; or

(xi) any shop activity that may be subject to a wage determination not specifically referred to in subparagraph (x), or to any other wage regulating measure as defined in the Labour Relations Act, 1956, in the area in which such determination or other wage regulating measure applies, or to the authority of an industrial council.

(3) "New employer" means a business newly established in the Trade, during the first 12 months of its existence in the Trade.

(4) "Small employer" means an employer who is engaged as such in the Trade only and who at no time employs more than four employees in the aggregate.

2. DEFINITIONS

For the purposes of this determination, unless the context otherwise indicates, any expression used therein which is defined in the Wage Act, 1957, has the same meaning as in that Act and an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

(1) "alteration hand" means an employee who alters or repairs incidental to the sale thereof any articles of wearing apparel including millinery, other than second-hand clothing; (75)

(2) "assembler" means an employee who is engaged in any one or more of the following duties:

(a) Assembling the following articles or components thereof as a whole or in part from ready-made parts:

(i) bicycles;

(ii) mechanical or electrical appliances or devices;

(b) adjusting precision bearings, chains or built-up wheels;

(c) setting or tightening spokes;

(d) truing bicycle wheels;

(e) making final adjustments to assembled bicycles;

and for the purposes of this definition the expression "bicycle" includes a tricycle, delivery tricar, perambulator, go-cart, scooter, express wagon, pedal car or any other similar wheeled vehicle or toy propelled by hand or foot; (43)

(3) "buyer" means an employee who on behalf of his employer's establishment negotiates with manufacturers or their representatives or other suppliers the purchase of goods intended for resale, and who may determine the selling prices of such goods; (1)

(vii) die besigheid van 'n koerantuitgewer wat kragtens item 5 van die Eerste Bylae van die Wet op Lisensies, 1962, 'n lisensie moet hou;

(viii) die besigheid van 'n venter of 'n marskramer;

(ix) die besigheid van 'n steengroefbaas;

(x) enige winkelaktiwiteit in die volgende nywerhede of bedrywe in die gebiede waarin die betrokke loonvasstelling, of enige loonvasstelling ter vervanging daarvan, van toepassing is:

(aa) *Bedryfsuitrustingsnywerheid* soos omskryf in Loonvasstelling 413, gepubliseer by Goewermentskennisgewing R. 1468 van 17 Julie 1981;

(ab) *Handel in ou metaal* vir sover dit werknemers betref wat ongeskoolde arbeid verrig soos omskryf in Loonvasstelling 438, gepubliseer by Goewermentskennisgewing R. 2072 van 21 September 1984;

(ac) *Handel in tweedehandse bottels* vir sover dit werknemers betref wat ongeskoolde arbeid verrig soos omskryf in Loonvasstelling 438, gepubliseer by Goewermentskennisgewing R. 2072 van 21 September 1984;

(ad) *Hotel- en Drankbedryf* soos omskryf in Loonvasstelling 420, gepubliseer by Goewermentskennisgewing R. 1657 van 16 April 1982;

(ae) *Steenkoolbedryf* soos omskryf in Loonvasstelling 409, gepubliseer by Goewermentskennisgewing R. 1189 van 5 Junie 1981;

(af) *Verversingsbedryf* soos omskryf in Loonvasstelling 428, gepubliseer by Goewermentskennisgewing R. 488 van 11 Maart 1983;

(ag) *Vleisbedryf* soos omskryf in Loonvasstelling 430, gepubliseer by Goewermentskennisgewing R. 1672 van 29 Julie 1983; en

(ah) *Wol-, Angorahaar-, Huid- en Velbedryf* soos omskryf in Loonvasstelling 445, gepubliseer by Goewermentskennisgewing R. 2109 van 20 September 1985; of

(xi) enige winkelaktiwiteit wat onderworpe is aan 'n loonvasstelling nie uitdruklik in subparagraaf (x) vermeld nie of aan enige ander loonreëlende maatregel soos omskryf in die Wet op Arbeidsverhoudinge, 1956, in die gebied waarop sodanige vasstelling of enige ander loonreëlende maatregel van toepassing is, of aan die gesag van 'n nywerheidsraad.

(3) "Nuwe werkgever" beteken 'n nuutgestigte besigheid in die Bedryf, gedurende die eerste 12 maande van sy bestaan in die Bedryf.

(4) "Klein werkgever" beteken 'n werkgever wat as sodanig slegs in die Bedryf betrokke is en wat op geen tydstip meer as vier werknemers altesaam in diens het nie.

2. WOORDOMSKRYWINGS

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

(1) "aankoper" 'n werknemer wat namens sy werkgever se bedryfsinrigting met vervaardigers of hul verteenwoordigers vir die aankoop van goedere onderhandel en wat die verkoopprijs van sulke goedere mag bepaal; (3)

(2) "algemene assistent" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) 'n Drywer vergesel of bystaan maar nie die afleveringsvoertuig dryf nie;

(b) 'n demonstrateur-verkoopsman, buiteverkoopsassistent of versorger-bestellingnemer vergesel of bystaan maar nie 'n motorvoertuig dryf of gereedskap onafhanklik gebruik nie;

(c) posseëls op briewe, pakkies of ander artikels aanbring;

(d) gedrukte of klaar geadresseerde etikette op bottels, bale, kiste of ander verpakings aanbring;

(e) kisse van kasplanke met die hand inmeekaarsit;

(f) afvalmetaal stukkend breek;

(g) goedere dra of verskuif, op 'n ander wyse as met 'n kragtoestel;

(h) wiele omruil of lekkie regmaak;

(i) masjinerie, persele, voertuie, meubels, implemente, gereedskap, werktuie of goedere op sy werkgever se persele skoonmaak;

(j) pluimvee skoonmaak of pluk;

(k) rou vis skoonmaak, krap, fileer, moot of stukkend sny;

(4) "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; (37)

(5) "chauffeur" means an employee, other than a driver, driver-salesman or a commercial traveller's assistant, who drives a light motor vehicle which is intended to carry persons and used for the conveyance of his employer or of employees, clients or visitors and which may be used for the conveyance of documents or parcels; (10)

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

- (a) Adding or subtracting, with or without a machine;
- (b) checking, for accuracy, orders assembled by a store assistant;
- (c) copying, otherwise than by means of a typewriter, names and addresses from prepared documents on to circulars, envelopes or labels;
- (d) determining correct postage by means of mass measuring or otherwise;
- (e) entering, otherwise than by means of a typewriter, particulars in records;
- (f) filing documents in accordance with a written instruction or list or in alphabetical, colour or numeral order;
- (g) issuing time cards;
- (h) maintaining records of outgoing or incoming mail;
- (i) operating a lithographic machine;
- (j) setting or operating a franking machine;
- (k) writing out consignment or delivery notes or packing slips;
- (l) writing up stock cards; (31)

(7) "clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes 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 a computer operator or any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work; (30)

(8) "commercial traveller" means an employee, other than a demonstrator-salesman, 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; (26)

(9) "commercial traveller's assistant" means an employee who accompanies a commercial traveller and assists him in carrying, packing, unpacking or displaying his samples and who may drive the motor vehicle used by the commercial traveller in the performance of his duties; (27)

(10) "commission work" means any system under which an employee receives additional remuneration calculated on the value or volume of sales effected or on the value or number of orders submitted to and accepted by his employer; (32)

(11) "computer operator" means an employee who operates or assists in operating an electronic data processing machine including a system consisting of a number of such machines; (53)

(12) "day" means the period of 24 hours from midnight to midnight: Provided that in the case of a security guard or a watchman, it shall mean a period of 24 hours reckoned from the time such an employee commences work; (11)

(13) "daily wage" means, except in the case of a casual employee, an employee's weekly wage divided by the number of days on which he ordinarily works in a week; (12)

(14) "demonstrator" means an employee who demonstrates goods in or at his employer's establishment with the object of inducing persons to buy such goods; (15)

(15) "demonstrator-salesman" means an employee who demonstrates away from his employer's establishment, machinery, implements, radios, refrigerators or other mechanical appliances, and who may sell such machinery, implements, radios, refrigerators or other appliances; (16)

(l) kontantgeld in die geval van k.b.a.-verkope invorder of skrifte-lyke bestellings aanneem;

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

(n) afvalmetaal in stukke sny;

(o) briewe, pakkies, boodskappe of goedere aflewer of oordra, op enige ander wyse as met 'n motorvoertuig met 'n enjinkapasiteit van meer as 100 cm³;

(p) 'n voertuig dryf wat deur diere getrek word;

(q) in of uit vate, tenks of ander houers tap;

(r) bakke of afvalmandjies met goedere vul;

(s) outomatiese of semi-outomatiese masjiene, bewegende bande of platforms voer of daaruit neem;

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

(u) pos opvou of in koeverte plaas;

(v) eiers volgens grootte gradeer;

(w) klere, pakke of ander goedere in 'n pak- of voorraadkamer aan relings of hake hang of in eilandrakke, rakke of uitstaltouer plaas;

(x) stryk;

(y) voertuie laai of aflaai;

(z) vure maak of aan die gang hou of vullis of as verwyder;

(aa) tee of soortgelyke drankte maak vir of bedien vir werknemers, sy werkgewers of gaste;

(ab) goedere met die hand merk, brandmerk of sjabloneer;

(ac) afvallood smelt;

(ad) sakke met die hand of 'n masjien heelmaak;

(ae) gebruikte klere vir verkoop herstel of verander;

(af) die bestanddele van diere- of pluimveevoedsel, waarvan die massa vooraf gemeet of andersins bepaal is, met die hand meng;

(ag) kiste of kratte toespyker of heelmaak;

(ah) masjinerie of voertuie (uitgesonderd motorvoertuie) olie of smeer;

(ai) deure of vensters of bale, kiste of ander verpakkings oopmaak of toe maak;

(aj) 'n adresseer- of dupliseermasjien bedien;

(ak) enige kragmasjien, nie spesifiek in hierdie klousule genoem nie, bedien;

(al) 'n draagbare pomp bedien;

(am) goedere verpak vir versending of aflewering;

(an) goedere in 'n pak- of voorraadkamer op uitstaltouer, eilandrakke of rakke of in kabinette pak, plaas of stapel;

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

(ap) herhaaldelik massameet of herhaaldelik meet; of massameet vir voorraad;

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

(ar) goedere sorteer;

(as) bande of drade om kiste sit;

(at) diere versorg, skoonmaak of voer;

(au) goedere uitpak;

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

(aw) uniforms, oorpakke of beskermende klere was;

(ax) pakkies toedraai; (27)

(3) "bediener van 'n mobiele hysmasjien" 'n werknemer wat 'n mobiele hysmasjien bedien wat by die laai, aflaai, verskuiving of stapeling van goedere gebruik word; (43)

(4) "bedryfsinrigting" 'n perseel of gedeelte van sodanige perseel waarin of in verband waarmee een of meer werknemers in die Kommersiële Distribusiebedryf in diens is; (23)

(16) "despatch clerk" means an employee who is responsible for receiving goods into or from a store, warehouse or open stockyard or from departments for despatch or despatching goods from a store, warehouse or open stockyard, and who may supervise or control the duties of a clerical assistant, a store assistant or a general assistant; (73)

(17) "displayer" means an employee who draws, paints, makes or prepares posters, placards, backgrounds, set pieces, window displays or interior or exterior displays; (67)

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

(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; (68)

(19) "dolly" means a trailer on which a semi-trailer rests and which converts the latter into a trailer; (17)

(20) "driver" means an employee, other than a chauffeur, commercial traveller's assistant or driver-salesman who drives a motor vehicle, and for the purposes of this definition the expression "drives a motor vehicle" includes all periods of driving, any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; (18)

(21) "driver-salesman" means an employee, other than a chauffeur, commercial traveller, commercial traveller's assistant, driver or a service supply salesman, who drives a motor vehicle, sells goods from such vehicle and who is responsible for the money received by him in respect of such sales and who, in addition, may accept orders; (19)

(22) "emergency work" means—

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

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

(i) ships;

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

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

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

(d) any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations; (48)

(23) "establishment" means any premises or part of such premises in or in connection with which one or more employees are employed in the Trade; (4)

(24) "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, milliner, tailor or invisible mender;

(b) in relation to a clerk, demonstrator, demonstrator-salesman, despatch clerk, office cashier, outside sales assistant, store detective, displayer or sales assistant, the total period or periods of employment which an employee has had in any trade or in the service of a local authority or the State as a clerk, demonstrator, demonstrator-salesman, despatch clerk, office cashier, outside sales assistant, store detective, storeman, displayer or a sales assistant:

Provided that—

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

(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, clerk, demonstrator, demonstrator-salesman, despatch clerk, displayer, office cashier, outside sales assistant, sales assistant, shop assistant, store detective or storeman, as the case may be;

(5) "bestuurder" 'n werknemer, uitgesonderd 'n toesighouer, wat deur sy werkgever belas is met die algehele toesig oor, verantwoordelikheid vir en leiding van die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk; (39)

(6) "betaalde vakansiedag" Nuwejaarsdag (of die daaropvolgende Maandag indien Nuwejaarsdag op 'n Sondag val), Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag en enige ander dag wat 'n openbare vakansiedag ingevolge artikel 1 of as sodanig verklaar is ingevolge artikel 2 van die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952); (56)

(7) "bruto kombinasie-massa" met betrekking tot 'n motorvoertuig (gelede) die maksimum massa van 'n kombinasie van motorvoertuie, met inbegrip van die sleepvoertuig en die vrag, soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die betrokke registrasie-oowerheid bepaal; (29)

(8) "bruto voertuig-massa", met betrekking tot 'n motorvoertuig (nie-gelede), die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie soos deur die betrokke registrasie-oowerheid bepaal; (30)

(9) "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 kan insamel; (51)

(10) "chauffeur" 'n werknemer, uitgesonderd 'n drywer, 'n drywer-verkoopsman of 'n handelsreisiger se assistent, wat 'n ligte motorvoertuig dryf wat bedoel is om mense te vervoer en gebruik word vir die vervoer van sy werkgever of van werknemers, klante of besoekers en wat gebruik kan word vir die vervoer van dokumente of pakkies; (5)

(11) "dag" die tydperk van 24 uur vanaf middernag tot middernag: Met dien verstande dat ten opsigte van 'n sekuriteitswag of wag die tydperk van 24 uur bereken sal word vanaf die tydstop wanneer sodanige werknemer begin werk; (12)

(12) "dagloon", behalwe in die geval van 'n los werknemer, 'n werknemer se weekloon gedeel deur die aantal dae wat hy normaalweg in 'n week werk; (13)

(13) "deeltydse drywer" 'n werknemer wat 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 woordomskrifing 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 vrag bestee; (53)

(14) "deeltydse werknemer" 'n versteller, skoonmaker van persele, klerk, demonstrateur en demonstrateur-verkoopsman, versendingsklerk, uitstaller, kantoor-kassier, buiterverkoopsassistent, verkoopsassistent, winkelasistent, winkelspeurder of magasynman wat as sodanig by die week of maand in diens is vir hoogstens agt gewone ure op 'n dag en 25 sodanige ure in 'n week; (54)

(15) "demonstrateur" 'n werknemer wat in of by sy werkgever se bedryfsinrigting goedere demonstreer met die doel om persone te bewoog om sodanige goedere te koop; (14)

(16) "demonstrateur-verkoopsman" 'n werknemer wat 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; (15)

(17) "drastel" beteken 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (19)

(18) "drywer" 'n werknemer, uitgesonderd 'n chauffeur, 'n reisende verteenwoordiger se assistent of 'n drywer-verkoopsman wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordomskrifing 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 vrag, en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; (20)

(19) "drywer-verkoopsman" 'n werknemer, uitgesonderd 'n chauffeur, 'n handelsreisiger, 'n handelsreisiger se assistent, 'n drywer of 'n versorger-bestellingnemer, wat 'n motorvoertuig dryf en goedere uit so 'n voertuig verkoop en wat verantwoordelik is vir die geld wat hy ontvang vir sodanige verkoop, en wat ook bestellings kan aanneem; (21)

(20) "ekstra swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 16 000 kg is maar nie 25 000 kg oorskry nie; (25)

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

(d) in relation to a lift attendant or a shop assistant, the total period or periods of employment which an employee has had as a clerical assistant, lift attendant 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, demonstrator, demonstrator-salesman, despatch clerk, office cashier, outside sales assistant, sales assistant or store detective, as the case may be;

and includes in the case of an employee in any of the classes mentioned in (a) to (d) 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 and in the case of a manager and a trainee manager the total period or periods during which he was employed as a manager or a trainee manager, respectively: 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, paid an employee in lieu of notice and also any period or periods during which an employee was absent—

(i) on leave in terms of clause 6;

(ii) on sick leave in terms of clause 7 or owing to incapacity in terms of clause 7 (5) (a) or (b);

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

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

(v) on military service;

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

amounting in the aggregate in any period of 12 months to not more than 15 weeks in respect of items (i), (ii), (iii), (iv) and (vi), or where sick leave was accumulated in terms of clause 7 (3), amounting in the aggregate in any period of 12 months to not more than 15 weeks plus the period of accumulated sick leave, up to a maximum of seven weeks, due or taken in terms of that clause, plus up to four months of any military service undergone in such period of 12 months; (49)

(25) "extra heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but not 25 000 kg; (20)

(26) "extra heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg; (21)

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

(a) Accompanying or assisting a driver but not driving the vehicle;

(b) accompanying or assisting a demonstrator-salesman, an outside sales assistant or a service supply salesman, but not driving a motor vehicle or using tools independently;

(c) affixing postage stamps to letters, parcels or other articles;

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

(e) assembling boxes from shooks by hand;

(f) breaking up scrap metal;

(g) carrying or moving goods, otherwise than by means of a power-driven device;

(h) changing wheels or repairing punctures;

(i) cleaning machinery, premises, vehicles, furniture, implements, tools, utensils or goods on his employer's premises;

(j) cleaning or plucking poultry;

(k) cleaning, cutting, filleting, scaling or slicing raw fish;

(l) collecting cash in the case of c.o.d. sales or accepting written orders;

(m) cutting by hand, in relation to goods sold in the establishment, paper, samples, linoleum, mats, curtain rods, netting wire, wire or other articles or commodities;

(n) cutting up scrap metal;

(21) "ekstra swaar motorvoertuig (nie-gelede)" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 16 000 kg is maar nie 25 000 kg oorskry nie; (26)

(22) "faktotum" 'n werknemer wat een of meer van die volgende pligte verrig:

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

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

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

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

(e) motorvoertuigwindskerms en sy- of agtervensters wat deur sy werkgever verkoop word, aanbring;

maar wat geen werk verrig wat gewoonlik deur 'n ambagsman of 'n versteller gedoen word nie; (31)

(23) "gekwalifiseerd" met betrekking tot 'n werknemer, beteken dat die ondervinding van 'n werknemer van sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; en omgekeerd "ongekwalifiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie; (57)

(24) "goedere" enige roerende eiendom insluitende verhandelbare voorraad; (28)

(25) "gewone werkure" die werkure in klousule 5 (1) voorgeskryf of deur ooreenkoms tussen 'n werkgever en sy werknemer dat laasgenoemde minder gewone werkure werk, sodanige minder ure; (49)

(26) "handelsreisiger" 'n werknemer, uitgesonderd 'n buiterverkoopsassistent, 'n demonstrateurverkoopsman of 'n versorger-bestellingnemer, wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting vir so 'n inrigting bestellings werf, vra of versoek en wat geld mag invorder; (8)

(27) "handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die dra, inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig mag dryf wat die handelsreisiger in die uitvoering van sy werk gebruik; (9)

(28) "hyserbediener" 'n werknemer wat 'n passasiershys bedien; (36)

(29) "kantoorassistent" 'n werknemer wat in 'n kantoor geld ontvang vir goedere wat 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; (50)

(30) "klerk" 'n werknemer wat skryf, tik of enige ander soort klerklike werk verrig, en omvat dit ook 'n telefoonskabelbordoperateur en 'n bediener van 'n masjien wat gebruik word vir tel- en rekendoelindes, of 'n ponskaartmasjien, maar omvat nie 'n rekenaaroperateur of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (7)

(31) "klerklike assistent" 'n werknemer wat onder die toesig van 'n klerk of 'n versendingsklerk met minstens twee jaar ondervinding een of meer van die volgende pligte verrig:

(a) Optel of aftrek, met of sonder 'n masjien;

(b) bestellings wat deur 'n pakhuisassistent bymekaargebring is, vir korrektheid nasien;

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

(d) die korrekte posgeld bepaal deur middel van massameting of op 'n ander manier;

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

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

(g) tydkaarte uitreik;

(h) rekords hou van uitgaande en inkomende pos;

(i) 'n litografiese masjien bedien;

(j) 'n frankeermasjien stel of bedien;

(k) vrag- of afleveringsbriewe of verpakkingstrokies uitskryf;

(l) voorraadkaarte byhou; (6)

(o) delivering or conveying letters, parcels, messages or goods by any means other than by a motor vehicle with an engine capacity exceeding 100 cm³;

(p) driving an animal drawn vehicle;

(q) feeding into or drawing off from vats, tanks or other containers;

(r) filling bins or dump baskets with goods;

(s) feeding or taking off from automatic or semi-automatic machines, moving belts or platforms;

(t) filling, capping, corking or labelling bottles or other containers;

(u) folding or enveloping mail;

(v) grading eggs according to size;

(w) hanging clothing, packages or other goods on rails or hooks or in gondolas, racks or shelves in a storeroom or stockroom;

(x) ironing;

(y) loading or unloading vehicles;

(z) making or maintaining fires or removing refuse or ash;

(aa) making tea or similar beverages for, or serving tea or similar beverages to employees, his employer, or guests;

(ab) marking, branding or stencilling goods by hand;

(ac) melting scrap lead;

(ad) mending bags or sacks by hand or machine;

(ae) mending or altering second-hand clothing for sale;

(af) mixing by hand the ingredients of animal or poultry foods the mass of which has been measured beforehand or otherwise predetermined;

(ag) nailing or repairing boxes or crates;

(ah) oiling or greasing machinery or vehicles, other than motor vehicles;

(ai) opening or closing doors or windows or bales, boxes or other packages;

(aj) operating an addressograph or a duplicating machine;

(ak) operating any power-driven machine not specifically mentioned elsewhere in this clause;

(al) operating a portable pump;

(am) packing goods for despatch or delivery;

(an) packing, placing or stacking goods in cabinets or on counters, gondolas, racks or shelves in a storeroom or stockroom;

(ao) repetitive marking of prices on goods by means of a rubber stamp or other marking device, under supervision;

(ap) repetitive mass-measuring or repetitive measuring; or mass-measuring for stock;

(aq) setting up or dismantling corrugated or fibreboard boxes or similar containers;

(ar) sorting goods;

(as) strapping or wiring boxes;

(at) tending, cleaning or feeding animals;

(au) unpacking goods;

(av) using rubber or other stamps, involving no discretion;

(aw) washing uniforms, overalls or protective clothing;

(ax) wrapping parcels; (2)

(28) "goods" means any moveable property including trading stock; (24)

(29) "gross combination mass" in relation to a motor vehicle (articulated) means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (7)

(30) "gross vehicle mass" in relation to a motor vehicle (rigid) means the maximum of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned; (8)

(31) "handyman" means an employee who is engaged in any one or more of the following duties:

(a) Effecting minor repairs or minor adjustments to machinery, plant or other equipment, being the property of his employer;

(32) "kommissiewerk" 'n stelsel waarvolgens 'n werknemer se addisionele besoldiging bereken word volgens die waarde of volume van bestellings gelewer of die waarde of getal bestellings wat hy aan sy werkgever voorlê en wat laasgenoemde aanvaar; (10)

(33) "leerlingbestuurder" 'n werknemer in diens in 'n bedryfsinrigting met die doel om opleiding as bestuurder te ontvang; (75)

(34) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa nie meer as 3 500 kg is nie; (37)

(35) "loon" die bedrag wat ingevolge klousule 3 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure: Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3 (1) voorgeskryf, dit sodanige hoër bedrag beteken maar dat hierdie 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; (79)

(36) "leunwa" 'n sleepwa sonder 'n vooras en ontwerp of aangepas om op 'n voorspanmotor te rus en daardeur getrek te word; (65)

(37) "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: Met dien verstande dat sodanige werknemer nie meer as vyf dae in sodanige week vir dieselfde werkgever werk nie; (4)

(38) "maandloon" 'n werknemer se weekloon vermenigvuldig met vier en 'n derde; (44)

(39) "magasynman" 'n werknemer wat beheer het oor voorrade en wat daarvoor verantwoordelik is om goedere in 'n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te versamel, te verpak of uit te pak en om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan afdelings of vir versending te lewer en wat toesig en beheer mag uitoefen oor die pligte van 'n klerklike assistent, 'n versendingsklerk, 'n winkel-assistent of 'n algemene assistent; (71)

(40) "medium motorvoertuig (gelede)" 'n motorvoertuig waarvan die bruto kombinasie-massa meer as 3 500 kg is maar nie meer as 9 000 kg is nie; (40)

(41) "medium motorvoertuig (nie gelede)" 'n motorvoertuig waarvan die bruto voertuigmassa meer as 3 500 kg is maar nie meer as 9 000 kg is nie; (41)

(42) "militêre diens" enige diens of opleiding ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957); (42)

(43) "monteur" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Die volgende artikels of onderdele geheel of gedeeltelik van klaarvervaardigde onderdele in mekaar sit:

(i) Fietse;

(ii) meganiese of elektriese apparate of toestelle;

(b) presisielaers, kettings of opgeboude wiele verstel;

(c) speke aansit of stywer stel;

(d) fietswiele regstel;

(e) finale verstellings aan 'n gemonteerde fiets doen;

en by die toepassing van hierdie woordskrywing omvat die uitdrukking "fiets", 'n driewiel en 'n afleweringsdriewieler, 'n kinderwaentjie, 'n stootwaentjie, 'n bromponie, 'n snelwa, 'n trapkarretjie en enige ander dergelike voertuig met wiele, of speelgoed wat met die hand of voet aangedryf word; (2)

(44) "motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm³, wat gebruik word om goedere, behalwe handelsreisigers se monsters, te vervoer en dit sluit 'n voorspanmotor, 'n motorfiets of 'n motordriewiel en 'n trekker in, maar nie 'n mobiele hysmasjien nie; (45)

(45) "motorvoertuig (gelede)" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig, 'n leunwa of 'n sleepwa; (46)

(46) "motorvoertuig (nie gelede)" 'n ander motorvoertuig as 'n motorvoertuig (gelede); (47)

(47) "nagwerk" werk wat binne die daaglikse gewone werkure soos in klousule 5 (1) voorgeskryf, gedoen word tussen 19h00 en 07h00; (48)

(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;

(e) fitting motor vehicle windscreens, side or rear windows, sold by his employer;

but who does not do work normally performed by an artisan or an alteration hand; (22)

(32) "heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg; (63)

(33) "heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg; (64)

(34) "hourly wage" means, except in the case of a casual employee, an employee's weekly wage divided by his weekly ordinary hours of work, and in the case of a casual employee it means, subject to the provisos to clause 3 (1) (c) the wage payable to him for the day on which he works, divided by his ordinary hours of work for that day; (71)

(35) "law" includes the common law; (80)

(36) "lift attendant" means an employee who operates a passenger lift; (28)

(37) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg; (34)

(38) "local authority" means, any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84 (1) (f) of the Provincial Government Act, 1961, or in any other parliamentary legislation; (52)

(39) "manager" means an employee, other than a supervisor, who is charged by his employer with the overall supervision over, responsibility for, and direction of the activities in an establishment and the employees engaged therein; (5)

(40) "medium motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg; (40)

(41) "medium motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg; (41)

(42) "military service" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957); (42)

(43) "mobile hoist operator" means an employee who operates a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods; (3)

(44) "monthly wage" means an employee's weekly wage multiplied by four and a third; (38)

(45) "motor vehicle" means a self-propelled vehicle with an engine capacity exceeding 100 cm³, used for conveying goods, other than a commercial traveller's samples, and includes a truck-tractor, tractor, a motor cycle or a motor tricycle but does not include a mobile hoist; (44)

(46) "motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer; (45)

(47) "motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated); (46)

(48) "night work" means work performed within the daily ordinary hours of work prescribed in clause 5 (1), between the hours of 19h00 and 07h00; (47)

(49) "ordinary hours of work" means the hours of work prescribed in clause 5 (1) or if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, such shorter hours; (25)

(50) "office cashier" means an employee who, in an office, receives money for goods sold, 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; (29)

(51) "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 or consumption and who may collect money; (9)

(48) "noodwerk"—

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

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

(i) skepe;

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

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

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

(d) enige werk in verband met die bewaking van persele of eiendom vir veiligheidsredes, tydens bouwerksaamhede of verbouings; (22)

(49) "ondervinding"—

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

(b) met betrekking tot 'n klerk, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, kantoorkassier, buitewerkoopsassistent, winkelspeurder, uitstaller of verkoopsassistent, 'n werknemer se totale dienstydpark of -tydperke in enige bedryf of in diens van die Staat as 'n klerk, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, kantoorkassier, buitewerkoopsassistent, winkelspeurder, magasynman of 'n verkoopsassistent;

Met dien verstande dat—

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

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

(iii) slegs een helfte van 'n werknemer se dienstydpark of -tydperke as deeltydse werknemer gereken word as diens as 'n versteller, klerk, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, uitstaller, kantoorkassier, buitewerkoopsassistent, verkoopsassistent, winklassistent, winkelspeurder of magasynman na gelang van die geval;

(c) Met betrekking tot 'n versorger-bestellingnemer of handelsreisiger, 'n werknemer se totale dienstydpark of -tydperke in enige bedryf onderskeidelik as versorger-bestellingnemer of as handelsreisiger;

(d) met betrekking tot 'n klerklike assistent, hyserbediener of 'n winklassistent, 'n werknemer se totale dienstydpark of -tydperke in enige bedryf as 'n klerklike assistent, hyserbediener of winklassistent;

Met dien verstande dat 'n werknemer se dienstydpark of -tydperke van hoogstens twee jaar as 'n klerklike assistent of winklassistent gereken word as diens as 'n klerk, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, kantoorkassier, buitewerkoopsassistent, verkoopsassistent, of winkelspeurder, na gelang van die geval;

en omvat dit ook in die geval van 'n werknemer in engeen van die klasse in (a) tot (d) genoem, wat as 'n werkgewer die werk van sodanige klas verrig het, die totale tydperk of tydperke waartydens sodanige werknemer as werkgewer die werk van sodanige klas verrig het en in die geval van 'n bestuurder en 'n leerlingbestuurder die totale tydperk wat hy onderskeidelik as bestuurder of leerlingbestuurder in diens was: Met dien verstande dat met 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 het in plaas van kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer afwesig was—

(i) met verlof ingevolge klousule 6;

(ii) met siekteverlof ingevolge klousule 7 of as gevolg van 'n ongeskiktheid ingevolge klousule 7 (5) (a) of (b);

(iii) op las of versoek van sy werkgewer;

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

(v) terwyl hy militêre opleiding of diens ondergaan;

(vi) om enige ander rede wat nie 'n verbreking van die dienskontrak meebring nie; (24)

(52) "overtime" means that portion of any period worked by an employee in any week or on any day, which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a Sunday or on a paid holiday; (50)

(53) "part-time driver" means an employee who is engaged in work other than driving a motor vehicle, but who, on more than two days in any week, drives a motor vehicle for not more than three hours in the aggregate per day, and for the purposes of this definition the expression "drives 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; (13)

(54) "part-time employee" means an alteration hand, cleaner or premises, clerk, demonstrator, demonstrator-salesman, despatch clerk, dispatcher, office cashier, outside sales assistant, sales assistant, shop assistant, store detective or a storeman who is employed as such by the week or month for not more than eight ordinary hours on any day and 25 such hours in any week; (14)

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

(56) "paid holiday" means New Year's Day (or the succeeding Monday whenever New Year's Day falls on a Sunday), Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day and any other day which is a public holiday in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1952 (Act 5 of 1952); (6)

(57) "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 that class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate; (23)

(58) "Region A" means the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Pinetown, Pretoria, Roodepoort, Simon's Town, Springs, The Cape, Wonderboom and Wynberg and the municipal areas of Brackenfell, Despatch, Krugersdorp, Kuils River, Meyerton, Nigel, Paarl, Port Elizabeth, Randburg, Randfontein, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark and Vereeniging; (57)

(59) "Region B" means the municipal areas of Beacon Bay, Bloemfontein, Carletonville, East London (excluding the village of Berlin), Klerksdorp, Odendaalsrus, Orkney, Pietermaritzburg, Potchefstroom, Somerset West, Stellenbosch, Stilfontein, Strand, Virginia, Wellington, Welkom, Westonaria and Witbank; (58)

(60) "Region C" means the municipal areas of Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Gordons Bay, Heidelberg (Transvaal), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Transvaal), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Rustenburg, Upington, and Worcester and the village management board area of Allanridge; (59)

(61) "Region D" means the municipal areas of Aliwal North, Beaufort West, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Grahamstown, Harrismith, Howick, King William's Town, Margate, Parys, Phalaborwa, Potgietersrus, Port Shepstone, Queenstown, Scottburgh, Standerton, Stanger, Tzaneen, Verulam, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid, Warmbaths and White River; (60)

(62) "Region E" means the municipal areas of Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (Cape), Montagu, Nylstroom, Piet Retief, Riversdale, Robertson, Schweizer-Reneke, Senekal, Somerset East, Swellendam, Thabazimbi, Wolmaransstad and Zeerust; (61)

(63) "sales assistant" means an employee who, in the course of selling or promoting the sale of goods, is engaged in any one or more of the following duties:

(a) Ascertaining from the customer the nature of the goods required and, where appropriate, within what price range;

(b) demonstrating, advising on or discussing the quality, style, feature, characteristic or property for goods which may satisfy the customer's requirements to enable him to reach a decision concerning their purchase;

(c) selecting goods in accordance with the customer's description or requirements and, where necessary, calculating the price thereof;

(d) supervising shop assistants or general assistants;

en wat in enige tydperk van 12 maande altesaam hoogstens 15 weke ten opsigte van items (i), (ii), (iii) (iv) en (vi) beloop, of waar siekteverlof ingevolge klousule 7 (3) opgehoop het, dit in 'n tydperk van 12 maande altesaam hoogstens 15 weke beloop plus die tydperk van opgehoopte siekteverlof, tot 'n maksimum van sewe weke, verskuldig of geneem kragtens daardie klousule, plus hoogstens 4 maande militêre opleiding of diens wat gedurende daardie tydperk van 12 maande ondergaan is;

(50) "oortyd" daardie gedeelte van enige tydperk wat 'n werknemer werk gedurende een week of op een dag, wat meer as sy gewone werkeure is, na gelang van die geval, maar sluit dit nie 'n tydperk waartydens sodanige werknemer op 'n Sondag of 'n betaalde vakansiedag vir sy werkgever werk, in nie; (52)

(51) "pakhuisassistent" 'n werknemer wat in '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 woordskrywing 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 insluit; (69)

(52) "plaaslike owerheid" 'n stadsraad, grootstadsraad, munisipale raad, dorpsbestuur, afdelingsraad of 'n soortgelyke instelling of liggaam bedoel in artikel 84 (1) (f) van die Wet op Provinsiale Owerhede, 1961 of in enige ander parlementêre wetgewing; (38)

(53) "rekenaaroperateur" 'n werknemer wat 'n elektroniese dataprocesseerder, met inbegrip van 'n stelsel wat uit 'n aantal sulke masjiene bestaan, bedien of met die bediening daarvan behulpsaam is; (11)

(54) "sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Mense deursoek en indien nodig terughou;

(b) toesig en beheer uitoefen oor wagte;

(c) die beweging van mense of voertuie deur kontrolepunte of hekke kontroleer aantekene of verslag daaroor doen;

en van wie daar vereis kan word om enige van of al die pligte van 'n wag te verrig; (64)

(55) "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 en wat ook toesig oor winkel- en algemene assistente mag uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend nakom; (66)

(56) "sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar wat ontwerp of aangepas is om deur 'n motorvoertuig gesleep te word, en dit sluit 'n drastel in; (74)

(57) "Streek A" beteken die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Pinetown, Pretoria, Roodepoort, Simonstad, Springs, Wonderboom en Wynberg en die munisipale gebiede van Brackenfell, Despatch, Krugersdorp, Kuilsrivier, Meyerton, Nigel, Port Elizabeth, Randburg, Randfontein, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark en Vereeniging; (58)

(58) "Streek B" beteken die munisipale gebiede Beaconbaai, Bloemfontein, Carletonville, Oos-Londen (uitgesonderd die dorp Berlin), Klerksdorp, Odendaalsrus, Orkney, Pietermaritzburg, Potchefstroom, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Virginia, Wellington, Welkom, Westonaria en Witbank; (59)

(59) "Streek C" beteken die munisipale gebiede Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Gordonsbaai, Heidelberg (Tvl.), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Tvl.), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Rustenburg, Upington en Worcester en die dorpsbestuursgebied van Allanridge; (60)

(60) "Streek D" beteken die munisipale gebiede Aliwal-Noord, Beaufort-Wes, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Grahamstown, Harrismith, Howick, King William's Town, Margate, Parys, Phalaborwa, Potgietersrus, Port Shepstone, Queenstown, Scottburgh, Standerton, Stanger, Tzaneen, Verulam, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid, Warmbad en Witrivier; (61)

and who may determine quantities of goods required in his department and order such goods from outside suppliers with whom the purchase of goods has been negotiated by a buyer, and for this purpose the expression "buyer" includes an employer who performs the functions of a buyer; (72)

(64) "security guard" means an employee other than a store detective or a watchman who is engaged in any one or more of the following duties:

- (a) Searching persons and if necessary restraining them;
- (b) supervising or controlling watchmen;
- (c) controlling, recording or reporting on the movement of persons or vehicles through check-points or gates;

and who may be required to perform any or all of the duties of a watchman; (54)

(65) "semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor; (36)

(66) "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 may also supervise shop assistants or general assistants, and who is responsible for the efficient performance of the duties of all such employees; (55)

(67) "service supply salesman" means an employee who oils, greases, cleans or adjusts 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; or
- (b) repair any such implements, machinery, equipment or appliances on the customer's premises; and
- (c) collect money; (74)

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

- (a) Attending to a customer by—
 - (i) indicating where goods for sale are to be found; or
 - (ii) assembling goods in accordance with the customer's order; or
 - (iii) accepting payment for goods sold; or
 - (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, gondolas, racks, rails or shelves or in display cabinets;
- (c) maintaining, by in-store requisitioning, adequate supplies of goods for sale on counters, gondolas, racks, rails or shelves or in cabinets;
- (d) assembling goods by bringing together goods in accordance with a written order, list or instruction;
- (e) mass-measuring, except as provided in item (ap) of the definition "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; (81)

(69) "store assistant" means an employee who, in an 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 goods 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 who may give verbal instructions to general assistants; (51)

(70) "store detective" means an employee who is engaged in one or more of the following duties:

- (a) Keeping an eye on goods within an establishment to prevent pilfering;
- (b) following the movements of suspected persons;
- (c) detaining or interrogating suspected persons;
- (d) investigating the circumstances where pilfering is suspected or proven;
- (e) supervising security guards or watchmen; (82)

(61) "Streek E" beteken die munisipale gebiede Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (Kaap), Montagu, Nylstroom, Piet Retief, Riversdal, Robertson, Schweizer-Reneke, Senekal, Somerset-Oos, Swellendam, Thabazimbi, Wolmaransstad en Zeerust; (62)

(62) "stukwerk" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (55)

(63) "swaar motorvoertuig (gelede)" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg is maar nie meer as 16 000 kg is nie; (32)

(64) "swaar motorvoertuig (vastebak)" 'n motorvoertuig (nie gelede) waarvan die bruto voertuig-massa meer as 9 000 kg is nie maar nie meer as 16 000 kg is nie; (33)

(65) "toesighouer" 'n werknemer wat toesighoudende beheer uitoefen oor minstens 10 werknemers wat minstens ses verkoop-assistente insluit, en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik nakom; (72)

(66) "trekker" 'n motorvoertuig wat ontwerp of aangepas is om hoofsaaklik ander voertuie te trek en nie om vrag te dra nie; (73)

(67) "uitstaller" 'n werknemer wat aanplakbiljette, plakkate, agtergrond, dekorstukke, venster-, binne- of buite-uitstallings teken, verf, maak of voorberei; (17)

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

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

(b) die uitsny of aanmekeer van aanplakbiljette, plakkate of ander stof wat dekorstukke omvat of ander uitstallings uitmaak wat deur die uitstaller ontwerp is; (18)

(69) "ultra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 25 000 kg is; (77)

(70) "uniform" 'n kledingstuk of kledingstukke van 'n spesifieke kleur of ontwerp; (78)

(71) "uurloon" behalwe ten opsigte van 'n los werknemer, 'n werknemer se weekloon gedeel deur sy gewone weeklikse werke, en ten opsigte van 'n los werknemer beteken dit, onderhewig aan die voorbehoudsbepaling van klousule 3 (1) (c) die loon aan hom betaalbaar vir die dag waarop hy werk, gedeel deur sy gewone werke vir daardie dag; (34)

(72) "verkoop-assistent" 'n werknemer wat, terwyl hy goedere verkoop of die verkoop van goedere bevorder een of meer van die volgende take verrig:

(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;

(b) die gehalte, styl, eienskap, kenmerk of hoedanigheid van die goedere wat ooreenkom met die klant se vereistes, demonstreer, daaroor raadgee of dit bespreek;

(c) goedere uitsoek volgens die klant se beskrywing en waar nodig, die prys bereken;

(d) toesig hou oor winkelasistente en algemene assistente;

en wat die hoeveelheid goedere wat in sy afdeling nodig is, kan vasstel en sodanige goedere van buite-leweransiers met wie die aankoper ooreenkomste aangegaan het, bestel, en vir die doeleindes sluit die uitdrukking "aankoper" 'n werkgewer wat die funksies van 'n aankoper uitoefen, in; (63)

(73) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvangs van goedere in of vanuit 'n magazyn of pakhuis of oop voorraadwerf of van afdelings vir versending, of vir die versending van goedere vanuit 'n magazyn of pakhuis of oop voorraadwerf, en wat toesig en kontrole kan uitoefen oor die pligte van 'n klerklike assistent, pakhuis-assistent of 'n algemene assistent; (16)

(74) "versorger-bestellingsnemer" 'n werknemer wat 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; (67)

(71) "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, warehouse or open stockyard and for delivering goods from a store, warehouse or open stockyard to departments or for despatch, and who may supervise or control the duties of a clerical assistant, despatch clerk, shop assistant or general assistant; (39)

(72) "supervisor" means an employee who is in supervisory control of not less than 10 employees, including at least six sales assistants, and who is responsible for the efficient performance of their duties; (65)

(73) "tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load; (66)

(74) "trailer" means a vehicle is not self-propelled but designed or adapted to be drawn by a motor vehicle and includes a dolly; (56)

(75) "trainee manager" means an employee employed in an establishment for the purpose of receiving training as a manager; (33)

(76) "truck-tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than that imposed by a semi-trailer or ballast; (76)

(77) "ultra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg; (69)

(78) "uniform" means any article or articles of wearing apparel of a specified colour or design; (70)

(79) "wage" means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount, but this proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 9 receives over and above the amount which he would have received had he not been employed on such a basis; (35)

(80) "watchman" means an employee other than a security guard or a store detective who is engaged in one or more of the following duties:

(a) Guarding, protecting or patrolling premises, buildings, structures, property or goods;

(b) handling or controlling dogs in the performance of any or all of the duties referred to in (a); (77)

(81) "week" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls; (78)

(82) "weekly wage" means an employee's monthly wage divided by four or one third. (79)

3. REMUNERATION

(1) *Minimum wages.*—(a) The minimum wages which an employer shall pay to his employees shall be as specified in paragraphs (b), (c) and (d): Provided that if the employer has been engaged in this trade in an area covered by this determination for less than 24 months in the aggregate, such wages may be reduced by not more than 10 per cent during that period, whereafter the minimum wages specified in paragraphs (b), (c) and (d) shall become payable and be paid.

(b) An employer shall, subject to the proviso to paragraph (a), pay to each member of the undermentioned classes of his employees, other than casual employees and part-time employees, the minimum wages specified hereunder:

(75) "versteller": 'n werknemer wat enige kledingstuk met inbegrip van hoede, uitgesonderd gebruikte kledingstukke, verstel of heelmaak as deel van die verkoop daarvan; (1)

(76) "voerspanmotor" 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en om geen ander las as 'n leunwa of ballas wat daarop rus, te dra nie; (76)

(77) "wag" 'n werknemer (uitgesonderd 'n sekuriteitswag of winkelspeurder) wat een of meer van die volgende werksaamhede verrig:

(a) Persele, geboue, strukture, eiendom en goedere bewaak, beskerm of patroleer;

(b) hanteer of beheer in die uitvoering van enige van of al die werksaamhede in (a) hierbo gespesifiseer; (80)

(78) "week" ten opsigte van 'n werknemer beteken die tydperk van sewe dae waarin die werkweek van 'n werknemer gewoonlik val; (81)

(79) "weekloon" 'n werknemer se maandloon gedeel deur vier en 'n derde; (82)

(80) "wet" ook die gemene reg; (35)

(81) "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—

(i) te wys waar goedere vir verkoop geplaas is; of

(ii) goedere te versamel volgens die klant se bestelling; of

(iii) betaling te ontvang vir goedere wat verkoop is; of

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

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

(c) deur voorrade vanuit die winkel se magasyn aan te vra, sorg dat daar voldoende voorrade goedere vir verkoop op die toonbanke, eilandrakke of rakke aan die relings 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 (ap) van die woordskrywing "algemene assistent";

(f) vertoon- of pryskaartjies uitskryf;

en wat met betrekking tot enige van hierdie pligte of werksaamhede mondelinge bevels aan algemene assistente kan gee; (68)

(82) "winkelspeurder" 'n werknemer wat een of meer van die volgende take verrig:

(a) 'n Oog hou oor goedere binne 'n bedryfsinrigting om stelery te voorkom;

(b) die bewegings van verdagte persone volg;

(c) verdagte persone aan te hou of te ondervra;

(d) die omstandighede van bewese of vermoede diefstal te ondersoek;

(e) toesig hou oor sekuriteitswagte en wagte. (70)

3. BESOLDIGING

(1) *Minimum loon.*—(a) Die minimum loon wat 'n werkgewer aan sy werknemers moet betaal, is soos voorgeskryf in paragrawe (b), (c) en (d): Met dien verstande dat indien 'n werkgewer vir minder as altesaam 24 maande in hierdie bedryf in 'n gebied wat deur die vasstelling gedek word, betrokke is, dié loon gedurende daardie tydperk met nie meer as 10 persent verminder mag word, waarna die loon voorgeskryf in paragrawe (b), (c) en (d) betaalbaar word en betaal moet word.

(b) 'n Werkgewer moet, onderworpe aan die voorbehoud in paragraaf (a), aan elke werknemer van ondergenoemde klasse van sy werknemers met uitsondering van los werknemers en deeltydse werknemers die minimum loon betaal soos hieronder uiteengesit:

	Region A				Region B				Region C			
	During the first 12 months after this determination becomes binding		Thereafter		During the first 12 months after this determination becomes binding		Thereafter		During the first 12 months after this determination becomes binding		Thereafter	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R	R	R	R	R
Displayer—												
during the first year of experience	108,92	472,00	118,62	514,00	96,69	419,00	105,46	457,00	87,92	381,00	95,77	415,00
during the second year of experience	120,46	522,00	130,15	564,00	106,85	463,00	115,62	501,00	96,92	420,00	104,77	454,00
during the third year of experience	132,00	572,00	141,69	614,00	117,00	507,00	125,77	545,00	106,15	460,00	114,00	494,00
during the fourth year of experience	143,54	622,00	153,23	664,00	127,15	551,00	135,92	589,00	115,15	499,00	123,00	533,00
during the fifth year of experience	155,08	672,00	164,77	714,00	137,31	595,00	146,08	633,00	124,38	539,00	132,23	573,00
thereafter as qualified	166,62	722,00	176,31	764,00	147,46	639,00	156,23	677,00	133,62	579,00	141,46	613,00
Displayer's assistant	105,69	458,00	114,69	497,00	93,00	403,00	101,31	439,00	83,31	361,00	90,69	393,00
Driver of—												
a light motor vehicle	96,69	419,00	105,46	457,00	85,38	370,00	93,00	403,00	76,62	332,00	83,54	362,00
a medium motor vehicle (articulated)	126,46	548,00	136,15	590,00	111,92	485,00	120,69	523,00	100,15	434,00	108,00	468,00
a medium motor vehicle (rigid)	121,38	526,00	131,08	568,00	107,54	466,00	116,31	504,00	96,23	417,00	104,08	451,00
a heavy motor vehicle (articulated)	141,62	618,00	152,31	660,00	126,23	547,00	135,00	585,00	113,08	490,00	120,92	524,00
a heavy motor vehicle (rigid)	136,85	593,00	146,54	635,00	121,15	525,00	129,92	563,00	108,46	470,00	116,31	504,00
an extra heavy motor vehicle (articulated)	162,92	706,00	172,62	748,00	114,46	626,00	153,23	664,00	129,23	560,00	137,08	594,00
an extra heavy motor vehicle (rigid)	156,23	677,00	165,92	719,00	138,46	600,00	147,23	638,00	123,92	537,00	131,77	571,00
an ultra heavy motor vehicle	170,08	737,00	179,77	779,00	150,69	653,00	159,46	691,00	134,77	584,00	142,62	618,00
Driver-salesman of—												
a light motor vehicle	111,00	481,00	120,69	523,00	98,31	426,00	107,08	464,00	87,92	381,00	95,77	415,00
a medium motor vehicle (articulated)	146,77	636,00	156,46	678,00	129,92	536,00	138,69	601,00	116,08	503,00	123,92	537,00
a medium motor vehicle (rigid)	140,77	610,00	150,46	652,00	124,62	540,00	133,38	578,00	111,46	483,00	119,31	517,00
a heavy motor vehicle (articulated)	167,08	724,00	176,77	766,00	148,15	642,00	156,92	680,00	132,46	574,00	140,31	608,00
a heavy motor vehicle (rigid)	160,15	694,00	169,85	736,00	141,92	615,00	150,69	653,00	126,92	550,00	134,77	584,00
an extra heavy motor vehicle (articulated)	190,38	825,00	200,08	867,00	168,46	730,00	177,23	768,00	150,92	654,00	158,77	688,00
an extra heavy motor vehicle (rigid)	182,31	790,00	192,00	832,00	161,31	699,00	170,08	737,00	144,46	626,00	152,31	660,00
an ultra heavy motor vehicle	198,92	862,00	208,62	904,00	175,85	762,00	184,62	800,00	157,62	683,00	165,46	717,00
General assistant—												
during the first six months of employment with the same employer	75,23	326,00	82,15	356,00	66,23	287,00	72,23	313,00	59,31	257,00	64,85	281,00
thereafter	83,54	362,00	91,15	395,00	73,62	319,00	80,31	348,00	66,00	286,00	72,00	312,00
Handyman	118,85	515,00	128,54	557,00	111,00	481,00	119,77	519,00	97,62	423,00	105,46	457,00
Lift attendant—												
during the first year of experience	89,54	388,00	97,62	423,00	78,69	341,00	85,85	372,00	72,46	314,00	78,92	342,00
during the second year of experience	96,69	419,00	105,46	457,00	85,15	369,00	92,77	402,00	78,00	338,00	84,92	368,00
thereafter as qualified	102,46	444,00	111,69	484,00	90,46	392,00	98,54	427,00	82,38	357,00	89,77	389,00
Manager	193,38	838,00	203,08	880,00	171,00	741,00	179,77	779,00	154,15	668,00	162,00	702,00

	Region A				Region B				Region C			
	During the first 12 months after this determination becomes binding		Thereafter		During the first 12 months after this determination becomes binding		Thereafter		During the first 12 months after this determination becomes binding		Thereafter	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R	R	R	R	R
Mobile hoist operator.....	91,62	397,00	99,92	433,00	81,00	351,00	88,38	383,00	72,46	314,00	78,92	342,00
Office cashier.....	As for a clerk											
Outside sales assistant.....	As for a dispenser											
*Sales assistant—												
during the first year of experience.....	105,69	458,00	114,69	497,00	93,00	403,00	101,31	439,00	83,31	361,00	90,69	393,00
during the second year of experience.....	116,31	504,00	126,00	546,00	103,85	450,00	112,62	488,00	93,00	403,00	100,85	437,00
during the third year of experience.....	126,92	550,00	136,62	592,00	114,00	494,00	122,77	532,00	102,00	442,00	109,85	476,00
during the fourth year of experience.....	137,54	596,00	147,23	638,00	124,15	538,00	132,92	576,00	111,23	482,00	119,08	516,00
during the fifth year of experience.....	148,15	642,00	157,85	684,00	134,31	582,00	143,08	620,00	120,23	521,00	128,08	555,00
thereafter as qualified.....	159,00	689,00	168,69	731,00	144,69	627,00	153,46	665,00	129,46	561,00	137,31	595,00
Security guard.....	99,23	430,00	108,23	469,00	87,69	380,00	95,54	414,00	78,69	341,00	85,85	372,00
Senior sales assistant.....	166,62	722,00	176,31	764,00	147,46	639,00	156,23	677,00	133,62	579,00	141,46	613,00
Service supply salesman—												
during the first year of experience.....	135,00	585,00	144,69	627,00	119,54	518,00	128,31	556,00	108,46	470,00	116,31	504,00
during the second year of experience.....	146,77	636,00	156,46	678,00	129,92	563,00	138,69	601,00	118,15	512,00	126,00	546,00
during the third year of experience.....	158,54	687,00	168,23	729,00	140,31	608,00	149,08	646,00	127,85	554,00	135,69	588,00
during the fourth year of experience.....	170,31	738,00	180,00	780,00	150,69	653,00	159,46	691,00	137,54	596,00	145,38	630,00
thereafter as qualified.....	182,31	790,00	192,00	832,00	161,31	699,00	170,08	737,00	147,23	638,00	155,08	672,00
†Shop assistant—												
during the first year of experience.....	96,00	416,00	104,54	453,00	84,69	367,00	92,31	400,00	76,62	332,00	83,54	362,00
during the second year of experience.....	98,77	428,00	107,54	466,00	87,69	380,00	95,54	414,00	78,92	342,00	86,31	374,00
during the third year of experience.....	101,54	440,00	110,54	479,00	90,69	393,00	99,00	429,00	81,46	353,00	88,85	385,00
during the fourth year of experience.....	104,77	454,00	113,77	493,00	93,69	406,00	102,23	443,00	83,77	363,00	91,62	397,00
thereafter as qualified.....	107,08	464,00	116,77	506,00	96,69	419,00	105,46	457,00	86,31	374,00	94,15	408,00
Store assistant.....	96,00	416,00	104,54	453,00	84,69	367,00	92,31	400,00	76,62	332,00	83,54	362,00
Store detective.....	As for a clerk											
Storeman.....	169,85	736,00	179,54	778,00	115,08	672,00	163,85	710,00	138,69	601,00	146,54	635,00
Supervisor.....	175,85	762,00	185,54	804,00	155,54	674,00	164,31	712,00	141,69	614,00	149,54	648,00
Trainee manager.....	193,38	838,00	203,08	880,00	171,00	741,00	179,77	779,00	154,15	668,00	162,00	702,00
Watchman.....	91,62	397,00	99,92	433,00	81,00	351,00	88,38	383,00	72,46	314,00	78,92	342,00
Employee not elsewhere in this paragraph specifically mentioned	91,62	397,00	99,92	433,00	81,00	351,00	88,38	383,00	72,46	314,00	78,92	342,00

Notes:

* Provided that a sales assistant operating a till shall commence on a wage equal to at least that prescribed for a sales assistant during the second year of experience and thereafter a sales assistant operating a till shall progress on the prescribed scale of a sales assistant.

† Provided that a shop assistant operating a till shall commence on a wage equal to that prescribed for a shop assistant during the third year of experience, and thereafter a shop assistant operating a till shall progress on the prescribed scale of a shop assistant.

	Region D				Region E			
	During the first 12 months after this determination becomes binding		Thereafter		During the first 12 months after this determination becomes binding		Thereafter	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R
Alteration hand—								
during the first year of experience	73,15	317,00	79,85	346,00	71,08	308,00	77,54	336,00
during the second year of experience	75,23	326,00	82,15	356,00	72,69	315,00	79,38	344,00
during the third year of experience	77,54	336,00	84,69	367,00	74,54	323,00	81,23	352,00
during the fourth year of experience	79,62	345,00	87,00	377,00	76,15	330,00	83,08	360,00
thereafter as qualified	81,92	355,00	89,31	387,00	78,00	338,00	84,92	368,00
Assembler	67,85	294,00	73,85	320,00	60,00	260,00	65,31	283,00
Buyer	As for a commercial traveller							
Chauffeur	71,31	309,00	77,77	337,00	65,54	284,00	71,54	310,00
Clerical assistant	79,38	344,00	86,54	375,00	76,15	330,00	83,08	360,00
Clerk—								
during the first year of experience	79,38	344,00	86,54	375,00	76,15	330,00	83,08	360,00
during the second year of experience	88,62	384,00	96,00	416,00	84,69	367,00	91,62	397,00
during the third year of experience	97,38	422,00	104,77	454,00	93,00	403,00	99,92	433,00
during the fourth year of experience	106,15	460,00	113,54	492,00	101,08	438,00	108,00	468,00
during the fifth year of experience	114,92	498,00	122,31	530,00	109,38	474,00	116,31	504,00
thereafter as qualified	123,92	537,00	131,31	569,00	117,69	510,00	124,62	540,00
Commercial traveller—								
during the first year of experience	120,46	522,00	127,85	554,00	115,85	502,00	122,77	532,00
during the second year of experience	129,69	562,00	137,08	594,00	124,62	540,00	131,54	570,00
during the third year of experience	138,92	602,00	146,31	634,00	133,62	579,00	140,54	609,00
during the fourth year of experience	148,15	642,00	155,54	674,00	142,62	618,00	149,54	648,00
thereafter as qualified	157,38	682,00	164,77	714,00	151,62	657,00	158,54	687,00
Commercial traveller's assistant	71,31	309,00	77,77	337,00	65,54	284,00	71,54	310,00
Computer operator—								
during the first year of experience	84,46	366,00	91,85	398,00	75,00	325,00	81,92	355,00
during the second year of experience	106,85	463,00	114,23	495,00	94,85	411,00	101,77	441,00
thereafter as qualified	129,00	559,00	136,38	591,00	114,46	496,00	121,38	526,00
Demonstrator	As for a clerk							
Demonstrator-salesman—								
during the first year of experience	87,00	377,00	94,38	409,00	84,00	364,00	90,92	394,00
during the second year of experience	96,46	418,00	103,85	450,00	93,00	403,00	99,92	433,00
during the third year of experience	105,92	459,00	113,31	491,00	102,00	442,00	108,92	472,00
during the fourth year of experience	115,62	501,00	123,00	533,00	111,23	482,00	118,15	512,00
during the fifth year of experience	125,08	542,00	132,46	574,00	120,23	521,00	127,15	551,00
thereafter as qualified	134,77	584,00	142,15	616,00	129,46	561,00	136,38	591,00
Despatch clerk	As for a clerk							

	Region D				Region E			
	During the first 12 months after this determination becomes binding		Thereafter		During the first 12 months after this determination becomes binding		Thereafter	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R
Displayer—								
during the first year of experience	83,31	361,00	90,69	393,00	80,31	348,00	87,23	378,00
during the second year of experience	92,31	400,00	99,69	432,00	89,08	386,00	96,00	416,00
during the third year of experience	101,31	439,00	108,69	471,00	97,85	424,00	104,77	454,00
during the fourth year of experience	110,31	478,00	117,69	510,00	106,62	462,00	113,54	492,00
during the fifth year of experience	119,31	517,00	126,69	549,00	115,38	500,00	122,31	530,00
thereafter as qualified	128,54	557,00	135,92	589,00	124,38	539,00	131,31	569,00
Displayer's assistant	79,38	344,00	86,54	375,00	76,15	330,00	83,08	360,00
Driver of—								
a light motor vehicle	71,31	309,00	77,77	337,00	65,54	284,00	71,54	310,00
a medium motor vehicle (articulated)	93,69	406,00	101,08	438,00	84,23	365,00	91,15	395,00
a medium motor vehicle (rigid)	90,00	390,00	97,38	422,00	81,00	351,00	87,92	381,00
a heavy motor vehicle (articulated)	105,46	457,00	112,85	489,00	95,08	412,00	102,00	442,00
a heavy motor vehicle (rigid)	101,31	439,00	108,69	471,00	91,38	396,00	98,31	426,00
an extra heavy motor vehicle (articulated)	120,92	524,00	128,31	556,00	108,46	470,00	115,38	500,00
an extra heavy motor vehicle (rigid)	115,85	502,00	123,23	534,00	104,08	451,00	111,00	481,00
an ultra heavy motor vehicle	126,23	547,00	133,62	579,00	113,08	490,00	120,00	520,00
Driver-salesman of—								
a light motor vehicle	82,38	357,00	89,77	389,00	75,23	326,00	82,15	356,00
a medium motor vehicle (articulated)	108,69	471,00	116,08	513,00	97,85	424,00	104,77	454,00
a medium motor vehicle (rigid)	104,31	452,00	111,69	484,00	93,92	407,00	100,85	437,00
a heavy motor vehicle (articulated)	123,69	536,00	131,08	568,00	111,23	482,00	118,85	512,00
a heavy motor vehicle (rigid)	118,62	514,00	126,00	546,00	106,62	462,00	113,54	492,00
an extra heavy motor vehicle (articulated)	140,77	610,00	148,15	642,00	126,23	547,00	133,15	577,00
an extra heavy motor vehicle (rigid)	134,77	584,00	142,15	616,00	120,92	524,00	127,85	554,00
an ultra heavy motor vehicle	147,00	637,00	154,39	669,00	131,77	571,00	138,69	601,00
General assistant—								
during the first six months of employment with the same employer	55,38	240,00	60,46	262,00	49,15	213,00	53,54	232,00
thereafter	61,62	267,00	67,15	291,00	54,69	237,00	59,54	258,00
Handyman	92,77	402,00	100,15	434,00	87,92	381,00	94,85	411,00
Lift attendant—								
during the first year of experience	67,85	294,00	73,85	320,00	63,00	273,00	68,77	298,00
during the second year of experience	73,62	319,00	80,31	348,00	69,23	300,00	75,46	327,00
thereafter as qualified	78,69	341,00	85,85	372,00	74,31	322,00	81,00	351,00
Manager	147,69	640,00	155,08	672,00	142,15	616,00	149,08	646,00
Mobile hoist operator	67,85	294,00	73,85	320,00	60,00	260,00	65,31	283,00
Office cashier	As for a clerk							

	Region D				Region E			
	During the first 12 months after this determination becomes binding		Thereafter		During the first 12 months after this determination becomes binding		Thereafter	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R
Outside sales assistant.....	As for a displayer							
*Sales assistant—								
during the first year of experience.....	79,38	344,00	86,54	375,00	76,15	330,00	83,08	360,00
during the second year of experience.....	88,62	384,00	96,00	416,00	84,69	367,00	91,62	397,00
during the third year of experience.....	97,38	422,00	104,77	454,00	93,00	403,00	99,92	433,00
during the fourth year of experience.....	106,15	460,00	113,54	492,00	101,08	438,00	108,00	468,00
during the fifth year of experience.....	114,92	498,00	122,31	530,00	109,38	474,00	116,31	504,00
thereafter as qualified.....	123,92	537,00	131,31	569,00	117,69	510,00	124,62	540,00
Security guard.....	73,15	317,00	79,85	346,00	67,15	291,00	73,15	317,00
Senior sales assistant.....	128,54	557,00	135,92	589,00	124,38	539,00	131,31	569,00
Service supply salesman—								
during the first year of experience.....	103,85	450,00	111,23	482,00	99,23	430,00	106,15	460,00
during the second year of experience.....	113,08	490,00	120,46	522,00	108,23	469,00	115,15	499,00
during the third year of experience.....	122,08	529,00	129,46	561,00	117,00	507,00	123,92	537,00
during the fourth year of experience.....	131,31	569,00	138,69	601,00	126,00	546,00	132,92	576,00
thereafter as qualified.....	140,54	609,00	147,92	641,00	135,00	585,00	141,92	615,00
†Shop assistant—								
during the first year of experience.....	73,15	317,00	79,85	346,00	71,08	308,00	77,54	336,00
during the second year of experience.....	75,23	326,00	82,15	356,00	72,69	315,00	79,38	344,00
during the third year of experience.....	77,54	336,00	84,69	367,00	74,54	323,00	81,23	352,00
during the fourth year of experience.....	79,62	345,00	87,00	377,00	76,15	330,00	83,08	360,00
thereafter as qualified.....	81,92	355,00	89,31	387,00	78,00	338,00	84,92	368,00
Store assistant.....	73,15	317,00	79,85	346,00	71,08	308,00	77,54	336,00
Store detective.....	As for a clerk							
Storeman.....	132,92	576,00	140,31	608,00	126,00	546,00	132,92	576,00
Supervisor.....	134,77	584,00	142,15	616,00	129,46	561,00	136,38	591,00
Trainee manager.....	147,69	640,00	155,08	672,00	142,15	616,00	149,08	646,00
Watchman.....	67,85	294,00	73,85	320,00	60,00	260,00	65,31	283,00
Employee not elsewhere in this paragraph specifically mentioned.....	67,85	294,00	73,85	320,00	60,00	260,00	65,31	283,00

Notes:

- * Provided that a sales assistant operating a till shall commence on a wage equal to at least that prescribed for a sales assistant during the second year of experience and thereafter a sales assistant operating a till shall progress on the prescribed scale of a sales assistant.
- † Provided that a shop assistant operating a till shall commence on a wage equal to that prescribed for a shop assistant during the third year of experience, and thereafter a shop assistant operating a till shall progress on the prescribed scale of a shop assistant.

	Streek A				Streek B				Streek C			
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R	R	R	R	R
Aankoper.....	Soos vir 'n handelsreisiger											
Algemene assistent—												
gedurende die eerste ses maande van diens by dieselfde werk-gewer	75,23	326,00	82,15	356,00	66,23	287,00	72,23	313,00	59,31	257,00	64,85	281,00
daarna	83,54	362,00	91,15	395,00	73,62	319,00	80,31	348,00	66,00	286,00	72,00	312,00
Bediener van 'n mobiele hyskraan	91,62	397,00	99,92	433,00	81,00	351,00	88,38	383,00	72,46	314,00	78,92	342,00
Bestuurder	193,38	838,00	203,08	880,00	171,00	741,00	179,77	779,00	154,15	668,00	162,00	702,00
Buiteverkoopsassistent	Soos vir 'n uitstaller											
Chauffeur	96,69	419,00	105,46	457,00	85,38	370,00	93,00	403,00	76,62	332,00	83,54	362,00
Demonstrateur	Soos vir 'n klerk											
Demonstrateur-verkoopsman—												
gedurende die eerste jaar ondervinding	114,23	495,00	123,92	537,00	101,31	439,00	110,08	477,00	91,15	395,00	99,99	429,00
gedurende die tweede jaar ondervinding	126,46	548,00	136,15	590,00	112,15	486,00	120,92	524,00	101,08	438,00	108,92	472,00
gedurende die derde jaar ondervinding	138,69	601,00	148,38	643,00	123,00	533,00	131,77	571,00	111,23	482,00	119,08	516,00
gedurende die vierde jaar ondervinding	151,15	655,00	160,85	697,00	133,85	580,00	142,62	618,00	121,38	526,00	129,23	560,00
gedurende die vyfde jaar ondervinding	163,38	708,00	173,08	750,00	144,69	627,00	153,46	655,00	131,54	570,00	139,38	604,00
daarna soos gekwalifiseerd	175,85	762,00	185,54	804,00	155,54	674,00	164,31	712,00	141,60	614,00	149,54	648,00
Drywer van—												
'n ligte motorvoertuig	96,69	419,00	105,46	457,00	85,38	370,00	93,00	403,00	76,62	332,00	83,54	362,00
'n medium motorvoertuig (gelede)	126,46	548,00	136,15	590,00	111,92	485,00	120,69	523,00	100,15	434,00	108,00	468,00
'n medium motorvoertuig (nie-gelede)	121,38	526,00	131,08	568,00	107,54	466,00	116,31	504,00	96,23	417,00	104,08	451,00
'n swaar motorvoertuig (gelede)	141,62	618,00	152,31	660,00	126,23	547,00	135,00	585,00	113,08	490,00	120,92	524,00
'n swaar motorvoertuig (nie-gelede)	136,85	593,00	146,54	653,00	121,15	525,00	129,92	563,00	108,46	470,00	116,31	504,00
'n ekstra swaar motorvoertuig (gelede)	162,92	706,00	172,62	748,00	144,46	626,00	153,23	664,00	129,23	560,00	137,08	594,00
'n ekstra swaar motorvoertuig (nie-gelede)	156,23	677,00	165,92	719,00	138,46	600,00	147,23	638,00	123,92	537,00	131,77	571,00
'n ultra swaar motorvoertuig	170,08	737,00	179,77	779,00	150,69	653,00	159,46	691,00	134,77	584,00	142,62	618,00
Drywer-verkoopsman van—												
'n ligte motorvoertuig	111,00	481,00	120,69	523,00	98,31	426,00	107,08	464,00	87,92	381,00	95,77	415,00
'n medium motorvoertuig (gelede)	146,77	636,00	156,46	678,00	129,92	563,00	138,69	601,00	116,08	503,00	123,92	537,00
'n medium motorvoertuig (nie-gelede)	140,77	610,00	150,46	652,00	124,62	540,00	133,38	578,00	111,46	483,00	119,31	517,00
'n swaar motorvoertuig (gelede)	167,02	724,00	176,77	766,00	148,15	642,00	156,92	680,00	132,46	574,00	140,31	608,00
'n swaar motorvoertuig (nie-gelede)	160,15	694,00	169,85	736,00	141,92	615,00	150,69	653,00	126,92	550,00	134,77	584,00
'n ekstra swaar motorvoertuig (gelede)	190,38	825,00	200,08	867,00	168,46	730,00	177,23	768,00	150,92	654,00	158,77	688,00
'n ekstra swaar motorvoertuig (nie-gelede)	182,31	790,00	192,00	832,00	161,31	699,00	170,08	737,00	144,46	626,00	152,31	660,00
'n ultra swaar motorvoertuig	198,92	862,00	208,62	904,00	175,85	762,00	184,62	800,00	157,62	683,00	165,46	717,00
Faktotum	118,85	515,00	128,54	557,00	111,00	481,00	119,77	519,00	97,62	423,00	105,46	457,00

	Streek A				Streek B				Streek C			
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R	R	R	R	R
Handelsreisiger—												
gedurende die eerste jaar ondervinding	186,92	680,00	166,62	722,00	138,92	602,00	147,69	640,00	126,00	546,00	133,85	580,00
gedurende die tweede jaar ondervinding	169,38	734,00	179,08	776,00	150,00	650,00	158,77	688,00	135,46	587,00	143,31	621,00
gedurende die derde jaar ondervinding	182,08	789,00	191,77	831,00	161,31	699,00	170,08	737,00	145,15	629,00	152,00	663,00
gedurende die vierde jaar ondervinding	194,77	844,00	204,46	886,00	172,38	747,00	181,15	785,00	154,62	670,00	162,46	704,00
daarna as gekwalifiseerd	207,46	899,00	217,15	941,00	183,69	796,00	192,46	834,00	164,31	712,00	172,15	746,00
Handelsreisiger se assistent	96,69	419,00	105,46	457,00	85,38	370,00	93,00	403,00	76,62	332,00	83,54	362,00
Hyserbediener—												
gedurende die eerste jaar ondervinding	85,54	388,00	97,62	473,00	78,69	361,00	85,85	372,00	72,46	314,00	78,92	342,00
gedurende die tweede jaar ondervinding	96,69	419,00	105,46	457,00	85,15	369,00	92,77	402,00	78,00	338,00	84,92	368,00
daarna as gekwalifiseerd	102,46	446,00	111,69	484,00	90,46	392,00	98,54	427,00	82,38	357,00	89,00	389,00
Kantoorassistent	Soos vir 'n klerk											
Klerk—												
gedurende die eerste jaar ondervinding	105,69	458,00	114,69	497,00	93,00	403,00	101,37	439,00	83,31	361,00	90,69	393,00
gedurende die tweede jaar ondervinding	116,31	504,00	126,00	546,00	103,85	450,00	112,62	488,00	91,00	403,00	100,85	437,00
gedurende die derde jaar ondervinding	126,92	550,00	136,62	592,00	114,00	494,00	122,77	532,00	102,00	442,00	109,85	476,00
gedurende die vierde jaar ondervinding	137,54	596,00	147,23	638,00	124,15	538,00	132,92	576,00	111,23	482,00	119,08	516,00
gedurende die vyfde jaar ondervinding	148,15	642,00	157,85	684,00	134,31	582,00	143,08	620,00	120,23	521,00	138,08	555,00
daarna as gekwalifiseerd	159,00	689,00	168,69	731,00	144,69	627,00	153,46	665,00	129,46	561,00	137,31	595,00
Klerklike assistent	105,69	458,00	114,69	497,00	92,00	403,00	101,31	439,00	83,31	361,00	90,69	393,00
Leerlingbestuurder	193,38	838,00	203,08	880,00	171,00	741,00	179,77	779,00	154,15	668,00	162,00	702,00
Magasynman	169,85	736,00	179,54	778,00	115,08	672,00	163,85	710,00	138,69	601,00	146,54	635,00
Magasynassistent	96,00	416,00	104,54	453,00	84,69	367,00	92,31	400,00	76,62	332,00	83,54	362,00
Monteur	91,62	397,00	99,92	433,00	81,00	351,00	88,38	383,00	72,46	314,00	78,92	342,00
Rekenaaroperateur—												
gedurende die eerste jaar ondervinding	114,46	496,00	124,15	538,00	100,85	437,00	109,62	475,00	90,46	392,00	98,31	426,00
gedurende die tweede jaar ondervinding	144,92	628,00	154,62	670,00	127,62	553,00	136,38	591,00	114,46	496,00	122,31	530,00
daarna as gekwalifiseerd	174,92	758,00	184,62	800,00	154,15	668,00	162,92	706,00	138,23	599,00	146,08	633,00
Sekuriteitswag	99,23	430,00	108,23	469,00	87,69	380,00	95,54	414,00	78,69	341,00	85,85	372,00
Senior verkoopsassistent	166,62	722,00	176,31	764,00	147,46	639,00	156,23	677,00	133,62	579,00	141,46	613,00
Toesighouer	175,85	762,00	185,54	804,00	155,54	674,00	164,31	712,00	141,69	614,00	149,54	648,00
Uitstaller—												
gedurende die eerste jaar ondervinding	108,92	472,00	118,62	514,00	96,69	419,00	105,46	457,00	87,92	381,00	95,77	415,00
gedurende die tweede jaar ondervinding	120,46	522,00	130,15	564,00	106,85	463,00	115,62	501,00	96,92	420,00	104,77	454,00
gedurende die derde jaar ondervinding	132,00	572,00	141,69	614,00	117,00	507,00	125,77	545,00	106,15	460,00	114,00	494,00
gedurende die vierde jaar ondervinding	143,54	622,00	153,23	664,00	127,15	551,00	125,92	589,00	115,15	499,00	123,00	533,00
gedurende die vyfde jaar ondervinding	155,08	672,00	164,77	714,00	137,31	595,00	146,08	633,00	124,38	529,00	132,23	573,00
daarna as gekwalifiseerd	166,62	722,00	176,31	764,00	147,46	639,00	156,23	677,00	133,62	579,00	141,46	613,00
Uitstallerassistent	105,69	458,00	114,69	497,00	93,00	403,00	101,31	439,00	83,37	361,00	90,69	393,00

	Streek A				Streek B				Streek C			
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R	R	R	R	R
*Verkoopsassistent—												
gedurende die eerste jaar ondervinding	105,69	458,00	114,69	497,00	93,00	403,00	101,31	439,00	83,31	361,00	90,69	393,00
gedurende die tweede jaar ondervinding	116,31	504,00	126,00	546,00	103,85	450,00	112,62	488,00	93,00	403,00	100,85	437,00
gedurende die derde jaar ondervinding	126,92	550,00	136,62	592,00	114,00	494,00	122,77	532,00	102,00	442,00	109,85	476,00
gedurende die vierde jaar ondervinding	137,54	596,00	147,23	638,00	124,15	538,00	132,92	576,00	111,23	482,00	119,08	516,00
gedurende die vyfde jaar ondervinding	148,15	642,00	157,85	684,00	134,31	582,00	143,08	620,00	120,23	521,00	128,08	555,00
daarna	159,00	689,00	168,69	731,00	144,69	627,00	153,46	665,00	129,46	561,00	137,31	595,00
Versendingsklerk	Soos vir 'n klerk											
Versorger-bestellingnemer—												
gedurende die eerste jaar ondervinding	135,00	585,00	144,69	627,00	119,54	518,00	128,31	556,00	108,46	470,00	116,31	504,00
gedurende die tweede jaar ondervinding	146,77	636,00	156,46	678,00	129,92	562,00	138,69	601,00	118,15	512,00	126,00	546,00
gedurende die derde jaar ondervinding	158,54	687,00	168,23	729,00	140,31	608,00	149,08	646,00	127,85	554,00	135,69	588,00
gedurende die vierde jaar ondervinding	170,31	738,00	180,00	780,00	150,69	653,00	159,46	691,00	137,54	596,00	145,38	630,00
daarna as gekwalifiseerd	182,31	790,00	192,00	832,00	161,31	699,00	176,08	737,00	147,23	638,00	155,08	672,00
Versteller—												
gedurende die eerste jaar ondervinding	96,00	416,00	104,54	453,00	84,69	367,00	92,31	400,00	76,62	332,00	83,54	362,00
gedurende die tweede jaar ondervinding	98,77	428,00	107,54	466,00	87,69	380,00	95,54	414,00	78,92	342,00	86,21	374,00
gedurende die derde jaar ondervinding	101,54	440,00	110,54	479,00	90,69	393,00	99,00	479,00	81,46	353,00	88,85	385,00
gedurende die vierde jaar ondervinding	104,77	454,00	113,77	493,00	93,69	406,00	102,23	443,00	83,77	363,00	91,62	397,00
daarna as gekwalifiseerd	107,08	464,00	116,77	506,00	96,69	419,00	105,46	457,00	86,31	374,00	94,15	408,00
Wag	91,62	397,00	99,92	433,00	81,00	351,00	88,38	382,00	72,46	314,00	78,92	342,00
†Winklassistent—												
gedurende die eerste jaar ondervinding	96,00	416,00	104,54	453,00	84,69	367,00	92,31	400,00	76,62	332,00	83,54	362,00
gedurende die tweede jaar ondervinding	98,77	428,00	107,54	466,00	87,69	380,00	95,54	414,00	78,92	342,00	86,31	374,00
gedurende die derde jaar ondervinding	101,54	440,00	110,54	479,00	90,69	393,00	99,00	429,00	81,46	353,00	88,85	385,00
gedurende die vierde jaar ondervinding	104,77	454,00	113,77	493,00	93,69	406,00	102,23	443,00	83,77	363,00	91,62	397,00
daarna as gekwalifiseerd	107,08	464,00	116,77	506,00	96,69	419,00	105,46	457,00	86,31	374,00	94,15	408,00
Winkelspeurder	Soos vir 'n klerk											
Werknemer nie andersins in die paragraaf vermeld nie	91,62	397,00	99,92	433,00	81,00	351,00	88,38	383,00	72,46	314,00	78,92	342,00

Opmerking:

* Met dien verstande dat 'n verkoopassistent wat 'n kontantkas bedien, begin op 'n loon gelykstaande met minstens dié wat voorgeskryf is vir 'n verkoopassistent gedurende die tweede jaar ondervinding, en dat 'n verkoopassistent wat 'n kontantkas bedien, daarna vorder op die voorgeskrewe skaal van 'n verkoopassistent.

† Met dien verstande dat 'n winklassistent wat 'n kontantkas bedien, begin op 'n loon gelykstaande aan ten minste dié wat voorgeskryf is vir 'n winklassistent gedurende die derde jaar ondervinding, en dat 'n winklassistent wat 'n kontantkas bedien, daarna vorder op die voorgeskrewe skaal van 'n winklassistent.

	Streek D				Streek E			
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R
Aankoper.....	Soos vir 'n handelsreisiger							
Algemene assistent—								
gedurende die eerste ses maande van diens by dieselfde werkgewer....	55,38	240,00	60,46	262,00	49,15	213,00	53,54	232,00
daarna.....	61,62	261,00	67,15	291,00	54,69	237,00	59,54	258,00
Bediener van 'n mobiele hyskraan.....	67,85	294,00	73,85	320,00	60,00	260,00	65,31	283,00
Bestuurder.....	147,69	640,00	155,08	672,00	142,15	616,00	149,08	646,00
Buiteverkoopsassistent.....	Soos vir 'n uitstaller							
Chauffeur.....	71,31	309,00	77,77	337,00	65,54	284,00	71,54	310,00
Demonstrateur.....	Soos vir 'n klerk							
Demonstrateur-verkoopsman—								
gedurende die eerste jaar ondervinding.....	87,00	377,00	94,38	409,00	84,00	364,00	90,92	394,00
gedurende die tweede jaar ondervinding.....	96,46	418,00	103,85	450,00	93,00	403,00	99,92	433,00
gedurende die derde jaar ondervinding.....	105,92	459,00	113,31	491,00	102,00	442,00	108,92	472,00
gedurende die vierde jaar ondervinding.....	115,62	501,00	123,00	535,00	111,23	482,00	118,15	512,00
gedurende die vyfde jaar ondervinding.....	125,08	542,00	132,46	574,00	120,23	521,00	127,15	550,00
daarna soos gekwalifiseerd.....	134,77	584,00	142,15	616,00	129,46	561,00	136,38	591,00
Drywer van—								
'n ligte motorvoertuig.....	71,31	309,00	77,77	337,00	65,54	284,00	71,54	310,00
'n medium motorvoertuig (gelede).....	93,69	406,00	101,08	438,00	84,23	365,00	91,15	395,00
'n medium motorvoertuig (nie-gelede).....	90,00	390,00	97,38	422,00	81,00	351,00	87,92	381,00
'n swaar motorvoertuig (gelede).....	105,46	457,00	112,85	488,00	95,08	412,00	102,00	442,00
'n swaar motorvoertuig (nie-gelede).....	101,31	439,00	108,69	471,00	91,38	396,00	98,31	426,00
'n ekstra swaar motorvoertuig (gelede).....	120,92	524,00	128,31	556,00	108,46	470,00	115,38	500,00
'n ekstra swaar motorvoertuig (nie-gelede).....	115,85	502,00	123,23	534,00	104,08	451,00	111,00	481,00
'n ultra swaar motorvoertuig.....	126,23	547,00	133,62	579,00	113,08	490,00	120,00	520,00
Drywer-verkoopsman van—								
'n ligte motorvoertuig.....	82,38	357,00	89,77	389,00	75,23	326,00	82,15	356,00
'n medium motorvoertuig (gelede).....	108,69	471,00	116,08	513,00	97,85	424,00	104,77	454,00
'n medium motorvoertuig (nie-gelede).....	104,31	452,00	111,69	484,00	93,92	407,00	100,85	437,00
'n swaar motorvoertuig (gelede).....	123,69	536,00	131,08	568,00	111,23	482,00	118,85	512,00
'n swaar motorvoertuig (nie-gelede).....	118,62	514,00	126,00	540,00	106,62	462,00	113,54	492,00
'n ekstra swaar motorvoertuig (gelede).....	140,77	610,00	148,15	642,00	126,23	547,00	133,15	577,00
'n ekstra swaar motorvoertuig (nie-gelede).....	134,77	584,00	142,15	616,00	120,92	524,00	127,85	554,00
'n ultra swaar motorvoertuig.....	147,00	637,00	154,39	669,00	131,77	571,00	138,69	601,00
Faktotum.....	92,77	402,00	100,15	434,00	87,92	381,00	94,85	411,00

	Streek D				Streek E			
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R
Handelsreisiger—								
gedurende die eerste jaar ondervinding	120,46	522,00	127,85	554,00	115,85	502,00	122,77	532,00
gedurende die tweede jaar ondervinding	129,69	562,00	137,08	594,00	124,62	540,00	131,54	570,00
gedurende die derde jaar ondervinding	138,92	601,00	146,31	634,00	133,62	579,00	140,54	609,00
gedurende die vierde jaar ondervinding	148,15	642,00	155,54	674,00	142,62	618,00	149,54	648,00
daarna as gekwalifiseerd	157,38	682,00	164,77	714,00	151,62	657,00	158,54	687,00
Handelsreisiger se assistent	71,31	309,00	77,77	337,00	65,54	284,00	71,54	310,00
Hyserbediener—								
gedurende die eerste jaar ondervinding	67,85	294,00	73,85	320,00	63,00	273,00	68,77	298,00
gedurende die tweede jaar ondervinding	73,62	319,00	80,31	248,00	69,23	300,00	75,46	327,00
daarna as gekwalifiseerd	78,69	341,00	85,85	327,00	74,31	322,00	81,00	351,00
Kantoorassistent	Soos vir 'n klerk							
Klerk—								
gedurende die eerste jaar ondervinding	79,38	344,00	86,54	375,00	76,15	330,00	82,00	360,00
gedurende die tweede jaar ondervinding	88,62	384,00	96,00	416,00	84,69	367,00	91,62	397,00
gedurende die derde jaar ondervinding	97,38	422,00	104,77	454,00	93,00	403,00	99,92	433,00
gedurende die vierde jaar ondervinding	106,15	460,00	113,54	492,00	101,08	438,00	108,00	468,00
gedurende die vyfde jaar ondervinding	114,92	498,00	122,31	530,00	109,38	474,00	116,31	504,00
daarna as gekwalifiseerd	123,92	537,00	131,31	569,00	117,69	510,00	124,52	540,00
Klerklike assistent	79,38	344,00	86,54	375,00	76,15	330,00	83,08	360,00
Leerlingbestuurder	147,69	640,00	155,08	672,00	142,15	616,00	149,08	646,00
Magasynman	132,92	576,00	146,31	608,00	126,00	546,00	132,92	576,00
Magasynassistent	73,15	317,00	79,85	346,00	71,08	308,00	77,54	336,00
Monteur	67,85	294,00	73,85	320,00	60,00	260,00	65,31	283,00
Rekenaaroperateur—								
gedurende die eerste jaar ondervinding	84,46	366,00	91,85	398,00	75,00	325,00	81,92	355,00
gedurende die tweede jaar ondervinding	106,85	463,00	114,23	495,00	94,85	411,00	101,77	441,00
daarna as gekwalifiseerd	129,00	559,00	136,38	591,00	114,45	496,00	121,38	526,00
Sekuriteitswag	73,15	317,00	79,85	346,00	67,15	291,00	73,15	317,00
Senior verkoopsassistent	128,54	557,00	135,92	589,00	124,38	539,00	131,31	569,00
Toesighouers	134,77	584,00	142,15	616,00	129,46	561,00	136,38	591,00
Uitstaller—								
gedurende die eerste jaar ondervinding	83,31	361,00	90,69	393,00	80,31	348,00	87,23	378,00
gedurende die tweede jaar ondervinding	92,31	400,00	99,69	432,00	89,08	386,00	96,00	416,00
gedurende die derde jaar ondervinding	101,31	439,00	108,69	471,00	97,85	424,00	104,77	454,00
gedurende die vierde jaar ondervinding	110,31	478,00	117,69	510,00	106,62	462,00	113,54	492,00
gedurende die vyfde jaar ondervinding	119,31	517,00	126,69	549,00	115,38	500,00	122,31	530,00
daarna as gekwalifiseerd	128,54	557,00	135,92	589,00	124,38	539,00	131,31	569,00

	Streek D				Streek E			
	Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna		Gedurende die eerste 12 maande nadat hierdie vasstelling bindend geword het		Daarna	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R
Uitstallerassistent	79,38	344,00	86,54	375,00	76,15	330,00	83,08	360,00
*Verkoopsassistent—								
gedurende die eerste jaar ondervinding	79,38	344,00	86,54	375,00	76,15	330,00	84,08	360,00
gedurende die tweede jaar ondervinding	88,62	384,00	96,00	416,00	84,69	367,00	91,62	379,00
gedurende die derde jaar ondervinding	97,38	422,00	104,77	454,00	93,00	403,00	99,92	433,00
gedurende die vierde jaar ondervinding	106,15	460,00	113,54	492,00	101,08	438,00	108,00	468,00
gedurende die vyfde jaar ondervinding	114,92	498,00	122,31	530,00	109,38	474,00	116,31	504,00
daarna	123,92	537,00	131,31	569,00	117,69	510,00	124,62	540,00
Versendingsklerk	Soos vir 'n klerk							
Versorger-bestellingnemer—								
gedurende die eerste jaar ondervinding	103,85	450,00	111,23	482,00	99,23	430,00	106,15	460,00
gedurende die tweede jaar ondervinding	113,08	490,00	120,46	522,00	108,23	469,00	115,15	499,00
gedurende die derde jaar ondervinding	122,08	529,00	129,46	561,00	117,00	507,00	123,92	537,00
gedurende die vierde jaar ondervinding	131,21	569,00	138,69	601,00	126,00	546,00	132,92	576,00
daarna as gekwalifiseerd	140,54	609,00	147,92	641,00	135,00	585,00	141,92	615,00
Versteller								
gedurende die eerste jaar ondervinding	73,15	317,00	79,85	346,00	71,08	308,00	77,54	336,00
gedurende die tweede jaar ondervinding	75,23	326,00	82,15	356,00	72,69	315,00	79,38	344,00
gedurende die derde jaar ondervinding	77,54	336,00	83,69	367,00	74,54	323,00	81,23	352,00
gedurende die vierde jaar ondervinding	79,62	345,00	87,00	377,00	76,15	330,00	83,08	360,00
daarna as gekwalifiseerd	81,92	355,00	89,31	387,00	78,00	338,00	84,92	368,00
Wag	67,85	294,00	37,85	320,00	60,00	260,00	56,31	282,00
†Winkelassistent—								
gedurende die eerste jaar ondervinding	73,15	317,00	79,85	346,00	71,08	308,00	77,54	336,00
gedurende die tweede jaar ondervinding	75,23	326,00	82,15	356,00	72,69	315,00	79,38	344,00
gedurende die derde jaar ondervinding	77,54	336,00	84,69	367,00	74,54	323,00	81,23	352,00
gedurende die vierde jaar ondervinding	79,62	345,00	87,00	377,00	76,15	330,00	83,08	360,00
daarna as gekwalifiseerd	81,92	355,00	89,31	387,00	78,00	338,00	84,92	368,00
Winkelspeurder	Soos vir 'n klerk							
Werknemer nie andersins in die paragraaf vermeld nie	67,85	294,00	37,85	320,00	60,00	260,00	56,31	282,00

Opmerking:

* Met dien verstande dat 'n verkoopsassistent wat 'n kontantkas bedien, begin op 'n loon gelykstaande met minstens dié wat voorgeskryf is vir 'n verkoopsassistent gedurende die tweede jaar ondervinding, en dat 'n verkoopsassistent wat 'n kontantkas bedien, daarna vorder op die voorgeskrewe skaal van 'n verkoopsassistent.

† Met dien verstande dat 'n winkelassistent wat 'n kontantkas bedien, begin op 'n loon gelykstaande aan ten minste dié wat voorgeskryf is vir 'n winkelassistent gedurende die derde jaar ondervinding, en dat 'n winkelassistent wat 'n kontantkas bedien, daarna vorder op die voorgeskrewe skaal van 'n winkelassistent.

(c) *Casual employees*.—Subject to the proviso to paragraph (a), a casual employee shall be paid in respect of the total period worked by him on any day, other than on a paid holiday or on a Sunday, at a rate of not less than the hourly wage prescribed in paragraph (b), read with subclause (4), for an employee in the same area who performs for him the same class of work as the casual employee is required to do, or at a rate of not less than the hourly wage or the hourly equivalent of the wage actually being paid to such other employee, whichever is the greater amount, plus 33 ½ per cent: Provided that—

(i) for the purposes of this paragraph the expression "such other employee" shall mean the employee of that class to whom the employer is paying the lowest wage;

(ii) where the employer requires a casual employee—

(aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage for a qualified employee of that class as calculated in terms of subclause (4);

(ab) to work for a period of not more than four consecutive hours on any day, his wage as referred to in this paragraph may be reduced by not more than 50 per cent in respect of that day.

(d) *Part-time employees*.—Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than two-thirds of the weekly wage prescribed for an employee in the same area of the same class 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), he 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 and with subclause (3), for an employee of his class in the area in which he works, whether he has in that week worked the maximum number of ordinary hours of work applicable to him 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 wage 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) Subject to paragraph (a), an employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which—

(i) a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; or

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

Provided that—

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

(ii) this paragraph 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;

(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*.—The hourly wage, daily wage, weekly wage and monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

(c) *Los werknemers*.—Behoudens die voorbehoudsbepaling van paragraaf (a) moet 'n los werknemer ten opsigte van die totale tydperk deur hom gewerk op enige dag, behalwe 'n betaalde vakansiedag of 'n Sondag, minstens die uurloon voorgeskryf by paragraaf (b), gelees met subklousule 4, vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word betaal word, of minstens die uurloon of die ekwivalent van die uurloon wat werklik aan sodanige ander werknemer betaal word, watter ook al die grootste is, plus 33 ½ persent: Met dien verstande dat—

(i) vir die doel van die paragraaf die uitdrukking "sodanige ander werknemer" die werknemer van die klas aan wie die laagste loon betaal word, beteken;

(ii) waar die werkgever van 'n los werknemer vereis—

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

(ab) om vir 'n tydperk van hoogstens vier uur agtereenvolgens op 'n dag te werk, sy loon soos bedoel in hierdie paragraaf met hoogstens 50 persent ten opsigte van daardie dag verminder kan word.

(d) *Deeltydse werknemers*.—Behoudens die voorbehoudsbepaling van paragraaf (a) moet 'n deeltydse werknemer 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 woordomskrywing "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 bepalings van klousule 4 (6), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees saam met die woordomskrywing van "loon" in klousule 2 en met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, voorgeskryf word afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat vir hom geld, of minder, gewerk het.

(3) *Differensiële loon*.—(a) 'n Werkgever 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 winklassistent te verrig, moet sodanige algemene assistent ten opsigte van daardie dag minstens die dagloon betaal wat vir 'n winklassistent 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) Behoudens paragraaf (a) moet 'n werkgever 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—

(i) 'n hoër loon as dié van sy eie klas by subklousule (1) voorgeskryf word, aan sodanige werknemer ten opsigte van daardie dag minstens die dagloon bereken teen die hoër koers betaal; of

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

Met dien verstande dat—

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

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

(4) *Loonberekening*.—Die uurloon, dagloon, weekloon en maandloon van 'n werknemer sal bereken word volgens die omskrywings daarvan in klousule 2.

(5) *Transport expenses and allowances.*—In addition to paying any other remuneration due to an employee—

(a) who uses his employer's motor transport or who is required to travel by train or by means of a 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 purposes of this subclause the cost of overnight garaging of a motor vehicle shall be deemed to be a transport expense;

(b) 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) 35 cents if the engine capacity of the vehicle concerned does not exceed 1 300 cm³;

(ii) 40 cents if the engine capacity of such vehicle exceeds 1 300 cm³ but not 1 800 cm³;

(iii) 45 cents if the engine capacity of such vehicle exceeds 1 800 cm³ but not 2 500 cm³;

(iv) 55 cents if the engine capacity of such vehicle exceeds 2 500 cm³.

(6) *Subsistence expenses and allowances.*—(a) In addition to the payment of any other remuneration due to an employee who, in the performance of his duties, is absent from his place of residence and the employer's establishment, an employer shall, in the case of—

(i) a driver and a driver-salesman—pay him a subsistence allowance of not less than R5 per night and R3 per meal-time, not exceeding three per day, where such absence extends over one or more nights: Provided that where the employer provides a bed the first allowance may be reduced by not more than R1 per night;

(ii) an employee accompanying a driver or a driver-salesman—pay him a subsistence allowance of not less than R2,50 per night and R3 per meal-time, not exceeding three per day, where such absence extends over one or more nights;

(iii) a clerk, commercial traveller, computer operator, demonstrator, demonstrator-salesman, despatch clerk, displayer, manager, office cashier, outside sales assistant, sales assistant, senior sales assistant, service supply salesman, store detective, storeman, supervisor, trainee manager—

(aa) reimburse him all reasonable expenses incurred for meals, tea, coffee or similar beverages where such absence exceeds six consecutive hours but does not extend over a night; or

(ab) reimburse him all reasonable expenses incurred for accommodation as well as meals, tea, coffee or similar beverages, or pay a subsistence allowance of not less than R30 per night, whichever is the greater amount, where such absence extends over one or more nights;

(iv) any other employee—

(aa) reimburse him all reasonable expenses incurred for meals, tea, coffee or similar beverages where such absence exceeds six consecutive hours but does not extend over a night; or

(ab) reimburse him all reasonable expenses incurred for accommodation as well as meals, tea, coffee or similar beverages, or pay a subsistence allowance of not less than R18 per night, whichever is the greater amount, where such absence extends over one or more nights.

(b) For the purposes of this subclause the expression "night" means the period from 23h00 to 04h00.

(7) *Payment of expenses and allowances.*—(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 employee 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;

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

(a) wat van sy werkgever se motorvervoer gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgever hom alledelike 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 verbode aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

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

(i) 35c waar die enjinkapasiteit van die betrokke voertuig hoogstens 1 300 cm³ is;

(ii) 40c waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 1 800 cm³ is;

(iii) 45c waar die enjinkapasiteit van sodanige voertuig meer as 1 800 cm³ is maar hoogstens 2 500 cm³ is;

(iv) 55c waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is.

(6) *Onderhoudstoelae en -uitgawes.*—(a) Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat in die uitvoering van sy pligte, van sy woonplek en die werkgever se bedryfsinrigting afwesig is, moet sy werkgever, in die geval van—

(i) 'n drywer en 'n drywer-verkoopsman—hom 'n onderhoudstoelae van minstens R5 per nag en R3 per ete, tot 'n maksimum van drie per dag, betaal waar sodanige afwesigheid oor een of meer nagte strek: Met dien verstande dat wanneer die werkgever 'n bed verskaf, die eerste toelae met hoogstens R1 per nag verminder mag word;

(ii) 'n werknemer wat 'n drywer of drywer-verkoopsman vergesel—hom 'n onderhoudstoelae van minstens R2,50 per nag en R3 per ete, tot 'n maksimum van drie per dag, betaal, waar sodanige afwesigheid oor een of meer dae strek;

(iii) 'n klerk, handelsreisiger, rekenaaroperateur, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, uitstaller, bestuurder, kantoorassistent, buitewerkooppasistent, verkooppasistent, senior verkooppasistent, versorger-bestellingnemer, winkelspeurder, magasynman, toesighouer, leerlingbestuurder—

(aa) hom vergoed vir alle redelike uitgawes wat vir etes, tee, koffie of soortgelyke drank aangegaan is waar sodanige afwesigheid ses ure oorskry maar nie oor 'n nag strek nie;

(ab) waar sodanige afwesigheid oor een of meer nagte strek, hom vergoed vir alle redelike uitgawes wat vir verblyf, sowel as etes, tee, koffie of soortgelyke drank aangegaan is of 'n onderhoudstoelae van minstens R30 per nag betaal, watter bedrag ook al die meeste is;

(iv) enige ander werknemer—

(aa) waar sodanige afwesigheid ses ure oorskry maar nie oor 'n nag strek nie, hom vergoed vir alle redelike uitgawes vir etes, tee, koffie of soortgelyke drank aangegaan; of

(ab) waar sodanige afwesigheid oor een of meer nagte strek, hom vergoed vir alle redelike uitgawes vir verblyf, sowel as etes, tee, koffie of soortgelyke drank aangegaan of 'n onderhoudstoelaag van minstens R18 per nag betaal, watter bedrag ook al die meeste is.

(b) Vir die doeelindes van die subklousule beteken "nag" die tydperk tussen 23h00 en 04h00.

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

(b) 'n Werkgever kan van sy werknemer 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 aangegaan 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 employee, provide him with a suitable book or forms in or on which to maintain suitable records: Provided that if an employee is unable to read and write, his employer shall cause him to be assisted in the framing of his claim.

(8) *Bicycle allowance*.—An employer who requires or permits an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than R3,00 per week or, if he is a casual employee, not less than 60 cents per day.

(9) *Night-work allowance*.—An employer who requires or permits his employee to perform night-work shall pay such employee, in addition to his wage, an allowance at a rate of not less than 10 per cent of his hourly wage for each hour or part of an hour worked by such employee on night work: Provided that this subclause shall not apply to a manager, trainee manager, security guard, watchman or an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a).

(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) *Proof of experience*.—An employee who is employed as an unqualified employee in 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 (5), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash, or, with the consent of the employee by cheque, during his ordinary hours of work 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 class;
- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee;
- (e) the number of overtime hours worked by the employee;
- (f) the number of hours worked by the employee on a Sunday or a paid holiday;
- (g) the number of night-work hours worked by the employee;
- (h) details of any allowances paid in terms of clause 3 (5), (6) or (8);
- (i) the employee's wage;
- (j) details of any other remuneration arising out of the employee's employment;
- (k) details of any deductions made; and
- (l) the net amount paid to the employee;

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

- (i) at the employee's written request the amount due to him may be paid into his building society or bank account by his employer who shall however hand to him the aforementioned statement;

en ten einde aan so 'n vereiste te kan voldoen, moet sy werkgever, voordat sodanige reis deur sodanige werknemer onderneem word, aan hom 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word: Met dien verstande dat indien 'n werknemer nie kan lees of skryf nie, sy werkgever moet toesien dat hy gehelp word om sy eis op te stel.

(8) *Fietstoelae*.—'n Werkgever wat van 'n werknemer vereis of hom toelaat om in die uitvoering van sy pligte sy eie fiets te gebruik, moet hom, benewens enige ander besoldiging aan hom verskuldig, 'n toelae van minstens R3,00 per week of, as hy 'n los werknemer is, minstens 60c per dag betaal.

(9) *Nagskiftelae*.—'n Werkgever wat van 'n werknemer vereis of hom toelaat om nagwerk te doen, moet hom benewens enige ander besoldiging aan hom verskuldig, 'n toelae betaal van minstens 10 persent van sy uurloon vir elke uur of gedeelte van 'n uur wat sodanige werknemer in die nag werk: Met dien verstande dat hierdie subklousule nie op 'n bestuurder, leerlingbestuurder, sekuriteitswag, wag of werknemer wat ingevolge klousule 5 (8) (a) van die werkkure bepalinge uitgesluit is, van toepassing is nie.

(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 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 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 na sodanige 15 dae, geag word toegeval te wees op die eersvolgende betaaldag.

(11) *Bewys van ondervinding*.—'n Werknemer wat as 'n ongekwalfiseerde werknemer in diens geneem word vir enige klas werk waarvoor lone voorgeskryf word volgens 'n stygende skaal wat volgens ondervinding bereken word, en wat versuim om binne drie maande na die datum waarop hy diens aanvaar het aan sy werkgever bewys te lewer van enige tydperk diens wat hy in daardie klas by 'n ander werkgever gelewer het, word geag nie sodanige tydperk diens in daardie klas by die ander werkgever te gelewer het nie, en die uitdrukking "daardie klas" omvat enige klas waarin diens gereken word as ondervinding in die klas waarin hy in diens is: Met dien verstande dat, indien 'n werknemer te eniger tyd na die verstrikking van genoemde tydperk van drie maande aan sy werkgever sodanige bewys lewer, die tydperk diens by die ander werkgever gereken moet 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, tweeweekliks of maandeliks in kontant of, as die werknemer daartoe instem, per tjek betaal word gedurende sy gewone werkkure 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 verseëelde 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 klas;
- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkkure wat deur die werknemer gewerk is;
- (e) die getal ure wat die werknemer oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag of 'n betaalde vakansiedag gewerk het;
- (g) die getal nagwerkkure wat deur die werknemer gewerk is;
- (h) besonderhede van enige toelaes ingevolge klousule 3 (5), (6) of (8) betaal;
- (i) die werknemer se loon;
- (j) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (k) besonderhede van enige bedrag wat afgetrek is; en
- (l) die werklike bedrag wat aan die werknemer betaal word;

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

- (i) op die skriftelike versoek van die werknemer, die bedrag aan hom verskuldig gestort kan word op sy bouvereniging- of bankrekening deur die werkgever wat egter die voornoemde staat, aan hom moet oorhandig;

(ii) the information relating to paragraphs (d), (e), (f) and (g) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a).

(2) *Casual employees.*—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.*—Subject to any law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.

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

(5) *Accommodation, meals and rations.*—Subject to any law an employer shall not require his employee to accept accommodation, meals or rations from him or from any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, in respect of subscriptions to a trade union or to a welfare organisation registered or deemed to be registered in terms of the National Welfare Act, 1978, 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 work, other than at the instance of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

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

(d) whenever an employee is required by law or agrees to accept accommodation, meals or rations from his employer, a deduction not exceeding the following amounts:

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

(e) with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to—

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

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

(f) with the written consent of the employee, a deduction of any amount loaned or advanced to him by the employer: Provided that any deduction for the repayment of any such loan or advance shall not exceed one third of the total remuneration due to the employee on the pay-day concerned.

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

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours of work than, in the case of—

(a) a casual employee, eight on any day;

(b) a part-time employee—

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

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

(c) a security guard and a watchman—

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

(ii) subject to subparagraph (i), in the case of an employee who normally works on—

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

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

(ii) die inligting betreffende paragrawe (d), (e), (f) en (g) nie verstrek hoef te word aan 'n werknemer wat ingevolge klousule 5 (8) (a) van die werkurebepalings uitgesluit is nie.

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

(3) *Premies.*—Behoudens enige wet mag 'n werkgever geen betaling deur of namens 'n werknemer ten opsigte van die indiensneming of opleiding van daardie werknemer, regstreeks of onregstreeks aanneem 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) *Inwoning, etes en rantsoene.*—Behoudens enige wet mag 'n werkgever nie van sy werknemer vereis om inwoning, etes of rantsoene van hom of van enigiemand anders of op 'n plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings.*—'n Werkgever mag sy werknemer geen boetes oplê of geen ander bedrae van sy werknemer se besoldiging aftrek as die volgende nie:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, mediese, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegedelde van vakverenigings of van 'n welsynsorganisasie geregistreer ingevolge die Nasionale Welsynswet, 1978, of vir bedraes aan 'n personeel sosiale klub of presentasiefonds;

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

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

(d) wanneer 'n werknemer daartoe instem of daar ingevolge 'n wat van hom vereis word om inwoning of etes of rantsoene van sy werkgever aan te neem, 'n aftrekking van hoogstens die volgende bedrae:

	Per week	Per maand
	R	R
(i) Inwoning.....	1,50	6,50
(ii) Etes en/of rantsoene.....	3,00	13,00
(iii) Inwoning en etes en/of rantsoene.....	4,50	19,50;

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

(i) 'n bankinstelling, bougenootskap, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n betaling vir 'n lening wat aan sodanige werknemer toe bestaan is om 'n woning aan te skaf;

(ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n tehuis wat deur sodanige werknemer beset word indien sodanige woning of tehuis deur sodanige ander organisasie verskaf word uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Staat of 'n liggaam in subparagraaf (i) genoem voorgeskiet is;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag deur die werkgever geleen of voorgeskiet: Met dien verstande dat enige aftrekking vir die terugbetaling van sodanige lening of voorskot nie een derde van die totale besoldiging aan 'n werknemer op die betrokke betaaldag verskuldig, te bowe sal gaan nie.

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

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

(a) 'n los werknemer, agt op enige dag;

(b) 'n deeltydse werknemer—

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

(ii) behoudens subparagraaf (i), agt op 'n dag;

(c) 'n sekuriteitswag en 'n wag—

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

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

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

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

(d) any other employees—

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

(ii) subject to subparagraph (i), in the case of an employee who normally works on—

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

(ab) more than five days in a week, eight hours on five days in a week and five hours on one day in such 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 paragraphs (a), (b) (ii) or (d) (ii), the said ordinary hours of work may be exceeded by not more than 15 minutes on any day and 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 paragraph (d) (ii) may be extended by one and a half hours on one such day in any week if the limitation prescribed in paragraph (d) (i) will not be exceeded by such extension.

(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—

(a) such interval may be reduced to not less than half an hour by written mutual agreement between an employer and his employee;

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

(c) 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;

(d) 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;

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

(f) 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;

(g) 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 half an hour;

(h) a driver or part-time driver who during such interval does not 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 15 minutes as nearly as practicable in the middle of each morning and afternoon work period or of each first and second work period of the day, as the case may be, 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 an employer may by written mutual agreement with his employee extend the morning rest interval to not more than half an hour.(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) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime other than in accordance with an agreement concluded with the employee and such overtime shall not exceed, in the case of—

(a) an employee wholly or mainly engaged in the delivery of goods, 10 hours in any week: Provided that during the period 1 December to 24 December, inclusive, this limitation may be exceeded by not more than six hours in any week;

(d) alle ander werknemers—

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

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

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

(ab) meer as vyf dae in 'n week werk, agt ure op vyf dae in die week en vyf op een dag van die week;

Met dien verstande dat—

(i) waar daar van 'n werknemer vereis word om 'n klant te bedien na voltooiing van die gewone werkure in paragrafe (a), (b) (ii) 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 voorgeskryf by paragraaf (d) (ii) op een sodanige dag in 'n week met een en 'n half uur verleng mag word, indien sodanige verlenging nie die beperking voorgeskryf by subparagraaf (d) (i) te bowe gaan nie.

(2) *Etenspouse.*—'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—

(a) 'n werkgewer met sy werknemer skriftelik ooreen kan kom om die duur van sodanige pouse tot minstens 'n halfuur te verkort;

(b) werktidperke wat deur pouses van minder as een uur onderbreek word, uitgesonderd waar voorbehoudsbepaling (a) of (g) van toepassing is, geag word aaneenlopend te wees;

(c) 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;

(d) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik persele skoonmaak of winkels oop- of toesluit, 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;

(e) as sodanige pouse langer as een uur is, behalwe waar voorbehoudsbepaling (c) of (d) van toepassing is, enige tyd wat een en 'n half uur te bowe gaan, geag word werktid te wees;

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

(g) 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 'n halfuur verkort mag word;

(h) '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) *Ruspouse.*—'n Werkgewer moet, so na doenlik aan die middel van elke werktidperk in die voor- en namiddag of van elke eerste en tweede werktidperk van die dag, na gelang van die geval, aan elkeen van sy werknemers 'n ruspouse van minstens 15 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 werkgewer skriftelik met sy werknemer mag ooreenkom om die oggendruspouse na hoogstens 'n halfuur te verleng.(4) *Werkure moet agtereenvolgend wees.*—Behoudens subklousule (2), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.(5) *Beperking van oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie behalwe in ooreenstemming met 'n ooreenkomst met die werknemer aangaande en sodanige oortyd mag nie meer wees nie as, in die geval van—

(a) 'n werknemer wat uitsluitlik of hoofsaaklik goedere aflewer, 10 uur in 'n week: Met dien verstande dat gedurende die tydperk 1 Desember tot en met 24 Desember, hierdie beperking met hoogstens ses uur oorskry mag word;

(b) 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 (e);

(ii) this paragraph shall apply not more than four times during 12 months' employment with the employer;

(c) a part-time employee—

(i) three hours on any day;

(ii) 15 hours in any week;

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

(e) any other employee, three hours on any day and 10 hours in any week:

Provided that—

(i) this limitation shall not apply to the driver of or an employee providing assistance on or accompanying a motor vehicle being driven over a distance of more than 480 km in one direction from the point of departure to the destination, when the ordinary hours of work of such driver or other member of the vehicle staff together with any overtime worked, shall not exceed 14 hours on any day;

(ii) during the period 8 December to 31 December, inclusive, in respect of a business carried on under the off-consumption privileges of a hotel liquor licence or holding a liquor store licence, and during the period 1 December to 24 December, inclusive, in respect of all other employers, the limitation of overtime prescribed in this paragraph may be exceeded by not more than a total of 15 hours but so that any prescribed daily limitations are not exceeded.

(6) *Conditions of overtime.*—If any overtime is to exceed one hour's duration the employer shall, before such work is due to commence, pay his employee an amount of not less than R3 in sufficient time to enable him to obtain and have a meal, or provide his employee with a meal to the value of at least R3 in sufficient time for him to have the meal, which amount or meal provided shall be in addition to the payment due in terms of subclause (7).

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

(i) one and a third times his hourly wage in respect of the total period not exceeding 10 hours in any week so worked by such employee;

(ii) one and a half times his hourly wage in respect of the hours in excess of 10 hours in any week so worked by such employee.

(b) An employer shall pay a casual employee who works overtime at a rate of not less than one and a third times his hourly wage in respect of the period so worked on any day.

(8) *Savings.*—(a) This clause shall not apply to—

(i) any employee if and for so long as such employee is in receipt of a regular wage at a rate of—

(aa) not less than R2 000 per month in the following areas: The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Pinetown, Pretoria, Roodepoort, Simon's Town, Springs, The Cape, Wonderboom and Wynberg and the municipal areas of Beacon Bay, Bloemfontein, Brackenfell, Carletonville, Despatch, East London, Fochville, Gonubie, Gordon's Bay, Heidelberg (Transvaal), Klerksdorp, Krugersdorp, Kuils River, Meyerton, Nigel, Odendaalsrus, Orkney, Paarl, Pietermaritzburg, Port Elizabeth, Potchefstroom, Randburg, Randfontein, Sasolburg, Somerset West, Stellenbosch, Stilfontein, Strand, Uitenhage, Umhlanga, Vanderbijlpark, Vereeniging, Verulam, Virginia, Welkom, Wellington, Westonaria and Witbank;

(ab) not less than R1 850 per month in the following areas: The municipal areas of Bethlehem, Brits, Delmas, Dundee, Empangeni, Ermelo, Estcourt, Evander, George, Glencoe, Grahamstown, Harrismith, Howick, King William's Town, Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Margate, Middelburg (Tvl), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Port Shepstone, Potgietersrus, Queenstown, Rustenburg, Scottburgh, Stanger, Tzaneen, Upington, Vredenburg-Saldanha, Vryburg, Vryheid, White River and Worcester;

(ac) not less than R1 700 per month in the remaining areas mentioned in clause 1 (1);

(b) '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 voorgeskryf by paragraaf (e) nie;

(ii) hierdie paragraaf van toepassing is hoogstens vier keer gedurende 12 maande diens by die werkgever;

(c) 'n deeltydse werknemer—

(i) drie uur op 'n dag;

(ii) 15 uur in 'n week;

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

(e) alle ander werknemers drie uur op 'n dag en 10 uur in 'n week:

Met dien verstande dat—

(i) hierdie beperking nie op 'n drywer of 'n werknemer wat ondersteuning verskaf of wat 'n motorvoertuig vergesel wat 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt tot by die bestemming aflê van toepassing is nie, as die gewone werkure van sodanige drywer of ander lid van die voertuigpersoneel, tesame met enige oortyd, nie 14 ure op enige dag oorskry nie;

(ii) gedurende die tydperk 8 Desember tot en met 31 Desember, ten opsigte van 'n besigheid wat gedryf word kragtens die buiteverbruikvoorregte van 'n hoteldranklisensie of wat 'n drankwinkellisensie hou, en gedurende die tydperk 1 Desember tot en met 24 Desember, ten opsigte van alle ander werkgevers, die beperking van oortyd in hierdie paragraaf 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.

(6) *Voorwaardes van oortyd.*—Indien die oortydwerk langer as een uur sal duur en voordat sodanige werk begin, hy sy werknemer vroeg genoeg minstens R3 betaal sodat hy 'n ete kan koop en geniet, of hy 'n ete ter waarde van minstens R3 vroeg genoeg aan die werknemer verskaf sodat hy dit kan geniet, welke betaling of ete bykomend is by die besoldiging wat verskuldig is vir die oortydwerk ingevolge subklousule (7).

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

(i) een en 'n derde maal sy uurloon ten opsigte van die totale tydperk wat nie 10 uur te bowe gaan nie, aldus deur sodanige werknemer in 'n week gewerk;

(ii) een en 'n halwe maal sy uurloon ten opsigte van die ure wat 10 uur te bowe gaan, aldus deur sodanige werknemer in 'n week gewerk.

(b) 'n Werkgever moet 'n los werknemer wat oortyd werk, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk, betaal.

(8) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op—

(i) enige werknemer indien en solank as wat sodanige werknemer 'n gereelde loon ontvang van—

(aa) minstens R2 000 per maand in die volgende gebiede: Die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Die Kaap, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Pinetown, Pretoria, Roodepoort, Simonstad, Springs, Wonderboom en Wynberg en die munisipale gebiede Beacon Bay, Bloemfontein, Brackenfell, Carletonville, Despatch, Oos-Londen, Fochville, Gonubie, Gordonsbaai, Heidelberg (Tvl), Klerksdorp, Krugersdorp, Kuilsrivier, Meyerton, Nigel, Odendaalsrus, Orkney, Paarl, Pietermaritzburg, Port Elizabeth, Potchefstroom, Randburg, Randfontein, Sasolburg, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Uitenhage, Umhlanga, Vanderbijlpark, Vereeniging, Verulam, Virginia, Welkom, Wellington, Westonaria en Witbank;

(ab) R1 850 per maand in die volgende gebiede: Die munisipale gebiede Bethlehem, Brits, Delmas, Dundee, Empangeni, Ermelo, Estcourt, Evander, George, Glencoe, Grahamstad, Harrismith, Howick, King William's Town, Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Margate, Middelburg (Tvl), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Port Shepstone, Potgietersrus, Queenstown, Rustenburg, Scottburgh, Stanger, Tzaneen, Upington, Vredenburg-Saldanha, Vryburg, Vryheid, Witriver en Worcester;

(ac) minstens R1 700 per maand in die oorblywende gebiede in klousule 1 (1) genoem;

(ii) an outside sales assistant, a commercial traveller, a commercial traveller's assistant, a service supply salesman 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 that prescribed for a commercial traveller's assistant.

(b) Subclauses (2), (3), (4) and (5) shall not apply to an employee while he is engaged on emergency work.

(c) Subclauses (2), (3) and (4) shall not apply to an employee engaged in the installation, repair or demonstration of radios, television sets or apparatus, refrigerators, knitting or sewing machines, vacuum cleaners, floor polishers or other similar electrical appliances or non-electrical knitting or sewing machines.

(d) Subclause (3) shall not apply to an employee engaged in delivering goods or in assisting on delivery vehicles.

(e) Subclause (5) shall not apply to an employee engaged in tending, cleaning or feeding animals other than animals intended, displayed or offered for sale.

(f) Subclauses (2) and (3) shall not apply to a security guard or a watchman.

6. ANNUAL LEAVE

(1) Subject to subclause (3), 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 the employer, leave as follows:

(a) *To a commercial traveller and a commercial traveller's assistant* who in the performance of his duties has been absent from his place of residence and the employer's establishment for—

(i) *at least* three nights per month, on average, and who normally works on—

(aa) not more than five days a week, 20 consecutive work-days

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

(ii) *less than* three nights per month, on average, and who normally works on—

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

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

(b) *to a security guard and a watchman* whose ordinary hours of work—

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

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

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

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

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

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

(c) *to any other employee* who normally works on—

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

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

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

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

(ii) subclause (1) (a) (ii), (1) (b) (ii) or (1) (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.

(b) An employee who before subclause (1) (a) (ii) and (b) (ii) became binding had become entitled to a longer period of annual leave than is therein prescribed, shall retain such leave entitlement while employed by the same employer.

(ii) 'n buiteverkoopsassistent, 'n handelsreisiger, 'n handelsreisiger se assistent, 'n versorger-bestellingnemer of 'n algemene assistent wat 'n versorger-bestellingnemer vergesel, indien en solank as wat sodanige algemene assistent 'n gereelde loon ontvang van minstens dié wat vir 'n handelsreisiger se assistent voorgeskryf is.

(b) Subklousules (2), (3), (4) en (5) 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, televisiestelle of -apparaat, koelkaste, brei- of naaimasjiene, stofsuiers, poleorders of enige ander soortgelyke elektriese toestelle of nie-elektriese brei- of naaimasjiene installeer, herstel of demonstreer, van toepassing nie.

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

(e) Subklousule (5) is nie van toepassing nie op 'n werknemer wat diere wat nie vir verkoop bedoel, vertoon of aangebied word nie, versorg, skoonmaak of voer.

(f) Subklousules (2) en (3) is nie op 'n sekuriteitswag of 'n wag van toepassing nie.

6. JAARLIKSE VERLOF

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

(a) *'n Handelsreisiger en 'n handelsreisiger se assistent* wat in die uitvoering van sy take van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is vir—

(i) gemiddeld *minstens* drie nagte per maand en wat normaalweg—

(aa) hoogstens vyf dae per week werk, 20 agtereenvolgende werkdag;

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

(ii) gemiddeld *minder as* drie nagte per maand en wat normaalweg—

(aa) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdag;

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

(b) *'n sekuriteitswag en 'n wag* wie se gewone weeklikse werkure—

(i) *48 te bowe gaan* en wat normaalweg—

(aa) hoogstens vyf dae per week werk, 20 agtereenvolgende werkdag;

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

(ii) *nie 48 te bowe gaan nie* en wat normaalweg—

(aa) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdag;

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

(c) *enige ander werknemer* wat normaalweg—

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

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

(2) (a) Die werkgewer moet sy werknemer ten opsigte van die verlof voorgeskryf by subklousule (1) soos volg betaal: In die geval van 'n werknemer bedoel in—

(i) subklousule (1) (a) (i) of (1) (b) (i), 'n bedrag van minstens vier keer; en

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

die weekloon wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof begin het.

(b) 'n Werknemer wat, alvorens subklousule (1) (a) (ii) en (b) (ii) in werking getree het, op meer verlof geregtig was as daarby voorgeskryf, behou sodanige verlofgeregtigheid vir solank hy by dieselfde werkgewer in diens bly.

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

(a) if such leave has not been granted and taken earlier, it shall, save as provided in subclause (4), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months;

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

(i) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate in any period of 12 months to not more than 12 weeks, or, where sick leave has been accumulated in terms of clause 7 (3), amounting in the aggregate in any period of 12 months to not more than 19 weeks;

(ii) any period during which the employee is under notice of termination of employment in terms of clause 12; or

(iii) any period during which the employee is doing military service;

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

(d) 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 of 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 against any remuneration due to the employee at the termination of his employment, 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 (6), had the leave not been granted to him;

(e) an employer may, at the written request of a general assistant, permit such employee not more often than once in every 24 consecutive months to forego the leave prescribed for him in subclause (1), and in lieu thereof the employer shall pay to the employee in respect of such leave the amount prescribed for such employee in subclause (2).

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

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

(b) Subclause (3) [except proviso (e) thereof] shall apply *mutatis mutandis* to leave referred to in this subclause.

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

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

(a) in the case of an employee referred to in subclause (1) (a) (i) or (1) (b) (i), one third; and

(b) in the case of an employee referred to in subclause (1) (a) (ii), (1) (b) (ii) or (1) (c), one fourth;

(3) 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—

(a) as sodanige verlof nie eerder verleen en geneem is nie, dit behoudens subklousule (4), so verleen en geneem moet word dat dit binne vier 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 vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen en die werknemer dit moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die verloftydperk nie saamval nie met—

(i) siekteverlof ingevolge klousule 7 of met afwesigheid van werk as gevolg van ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit, van altesaam hoogstens 12 weke in 'n tydperk van 12 maande, of, indien siekteverlof opgeloopt het ingevolge klousule 7 (3), van altesaam hoogstens 19 weke in 'n tydperk van 12 maande;

(ii) enige tydperk van kennisgewing van diensbeëindiging ingevolge klousule 12; of

(iii) enige tydperk waartydens die werknemer militêre diens verrig;

(c) '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;

(d) 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 bedrag waarop hy geregtig sou gewees het by diensbeëindiging ingevolge subklousule (6) indien die verlof nie aan hom toegestaan was nie, kan aftrek van die besoldiging wat aan die werknemer verskuldig is by diensbeëindiging;

(e) 'n werkgever op die skriftelike versoek van 'n algemene assistent sodanige werknemer kan toelaat om hoogstens eenmaal in elke 24 agtereenvolgende maande af te sien van die verlof wat by subklousule (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 subklousule (2) vir sodanige werknemer voorgeskryf is.

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

(i) dat sodanige werknemer so 'n versoek rig 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 (3) [uitgesonderd voorbehoudsbepaling (e) daarvan], is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(5) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4), moet 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.

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

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

(b) in die geval van werknemers in subklousule 1 (a) (ii), 1 (b) (ii) of 1 (c) bedoel, een kwart;

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 proviso (c) to subclause (3);

(iii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 12, shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he was required to pay his employer in lieu of notice, unless—

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

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

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

(8) For the purposes of this clause—

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

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

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

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

(aa) on leave in terms of this clause;

(ab) on sick leave in terms of clause 7 or owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b);

(ac) at the instance of his employer;

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

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

amounting in the aggregate, in any period of 12 months, to not more than 15 weeks or, where sick leave has been accumulated in terms of clause 7 (3), amounting in the aggregate in any period of 12 months to not more than 15 weeks plus the period of accumulated sick leave, up to a maximum of seven weeks, due or taken in terms of that clause; and

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

and employment shall be deemed to commence—

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

(ab) 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;

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

(c) the expression "employer" includes—

(i) in the case of the death of an employer, the executor of his estate; or

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 dienskontrak eindig in die loop van 'n maand waartydens hy meer as twee weke maar nie 'n voltooiende maand diens gehad het nie, so 'n onvoltooiende maand by die toepassing van hierdie subklousule geag word 'n voltooiende maand te wees;

(ii) 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van enige verloftydperk aan 'n werknemer toegestaan ingevolge voorbehoudsbepaling (c) van subklousule (3);

(iii) 'n werknemer wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 12 voorgeskryf word, geregtig is om betaling ingevolge hierdie subklousule te eis ten opsigte van slegs die bedrag opgeloopte verlof-geld wat meer is as die bedrag wat hy sy werkgever in plaas van kennisgewing moet betaal, tensy—

(aa) die werkgever van sodanige kennisgewing afgesien het of die werknemer die werkgever by diensbeëindiging of voor diensbeëindiging in die plek van kennisgewing betaal het; of

(ab) by versuim om sodanige kennis te gee hy binne sy regte gehandel het.

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

(8) By die toepassing van hierdie klousule—

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

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

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

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

(aa) met verlof ingevolge hierdie klousule;

(ab) met siekteverlof ingevolge klousule 7 of as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7 (5) (a) of (b);

(ac) op las of versoek van sy werkgever;

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

(ae) om enige rede wat nie 'n verbreking van die dienskontrak is nie;

en wel tot 'n totaal, in enige jaar, van hoogstens 15 weke of waar siekteverlof ingevolge klousule 7 (3) opgeloop het, 'n totaal in enige tydperk van 12 maande van hoogstens 15 weke plus die tydperk van opgelope siekteverlof wat ingevolge daardie klousule verskuldig is, tot 'n maksimum van sewe weke; en

(iii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie,

en word diens geag te begin—

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

(ab) in die geval van 'n werknemer wat, voordat hierdie vasstelling bindend geword het, in diens was en op wie enige wet vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daar-kragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(ac) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hierdie vasstelling bindend geword het, en wel op die jongste van die twee datums;

(c) sluit die uitdrukking "werkgever" in—

(i) in die geval van die dood van die werkgever, die eksekuteur van sy boedel; of

(ii) in the case of the insolvency of an employer or the liquidation of his estate or the transfer of his business, the trustee or liquidator or the new owner of the business,

if such executor, trustee, liquidator or new owner continues to employ that employee.

7. SICK LEAVE

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

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

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

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, 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 had he 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 or more than, in the case of an employee who works on not more than five days in a week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one workday in respect of each completed month of employment;

(ii) if in the first 12 consecutive months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he is entitled to at the time in terms of subparagraph (i), his employer shall not, at that stage, be required to effect any payment in respect of the excess sick leave taken. However, if he has not previously done so the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wage for the full period of his incapacity, up to a maximum of 30 work-days or 36 work-days, as the case may be. Such compensation shall be effected at the rate of the employee's wage at the commencement of his incapacity: Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of his incapacity, but not exceeding payment at a rate of more than one work-day's wage for each completed period of five weeks of employment if the employee worked on not more than five days in a week, or more than one work-day's wage for each completed month of employment if he worked on more than five days in a week, and for the purposes of this proviso the expression "wage" shall mean the wage the employee was receiving at the commencement of his incapacity;

(iii) where an employer is by any law required to pay fees for 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) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work or commission work shall be at the rate of the employee's average remuneration for the 13 weeks preceding the commencement of the sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.

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

(a) for more than two consecutive work-days; or

(b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a paid 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 if an employee has received payment in terms of this clause on two or more occasions during any period of eight weeks without producing such a certificate, his employer may in the next eight weeks require him to produce such a certificate in respect of any length of absence.

(ii) in die geval van insolvensie van die werkgewer of die likwidatie van sy boedel of die oordrag van sy besigheid, die trustee of likwidateur of nuwe eienaar van die besigheid,

indien sodanige eksekuteur, trustee, likwidateur of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

7. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof 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 die werkgewer 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 geregtig is nie as, in die geval van 'n werknemer wat hoogstens vyf dae per week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) waar 'n werknemer in die eerste 12 agtereenvolgende maande diens weens ongeskiktheid afwesig is vir 'n langer tydperk as die aantal dae betaalde siekteverlof waarop hy op daardie tydstip ingevolge subparagraaf (i) geregtig is, daar op daardie stadium nie van sy werkgewer verwag word om enige betaling ten opsigte van die langer tydperk siekteverlof wat geneem is, te doen nie. Die werkgewer moet egter indien hy dit nog nie gedoen het nie, by verstryking van die eerste tydkring van 36 maande diens by hom, aan die werknemer 'n bedrag betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling wat vroeër gedoen is en die werknemer se loon vir die volle tydperk van sy ongeskiktheid, tot 'n maksimum van 30 werkdae of 36 werkdae, na gelang van die geval. Sodanige vergoeding moet teen die loonskaal van die werknemer by die aanvang van sy ongeskiktheid betaal word: Met dien verstande voorts dat wanneer die dienskontrak eindig voor die verstryking van genoemde eerste tydkring, die werknemer geregtig is om te eis dat sy werkgewer hom 'n bedrag betaal gelyk aan die verskil tussen die siekteverlofbetaling wat hy reeds ontvang het en die loon vir die volle tydperk van sy ongeskiktheid, maar nie meer nie as een werkdag se loon vir elke voltooide tydperk van vyf weke diens indien die werknemer hoogstens vyf dae per week gewerk het, of nie meer nie as een werkdag se loon vir elke voltooide maand diens indien hy meer as vyf dae per week gewerk het, en by die toepassing van hierdie voorbehoudsbepaling, die uitdrukking "loon" beteken die loon wat die werknemer by die aanvang van sy ongeskiktheid ontvang het;

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

(iv) betaling van enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule aan 'n werknemer wat stukwerk of kommissiewerk verrig, geskied teen die skaal van die werknemer se gemiddelde besoldiging vir die 13 weke wat die aanvang van die siekteverlof voorafgegaan het, of indien 'n korter tydperk gewerk is, vir die aantal voltooide weke aldus gewerk.

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

(a) van langer as twee agtereenvolgende werkdae; of

(b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of betaalde 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, indien 'n werknemer gedurende enige tydperk van agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die daaropvolgende agt weke van hom kan vereis om so 'n sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.

(3) An employer shall permit an employee in his third cycle of 36 consecutive months' employment with the employer to take, in that cycle, in addition to the period of sick leave prescribed in subclause (1), one-third of any sick leave so prescribed but not taken in his second three-year employment cycle, and to carry forward into his fourth and every succeeding such cycle, one-third of the total of all sick leave so prescribed, but not taken, during all preceding cycles excepting the very first three-year employment cycle: Provided that the total period of sick leave available to an employee during any one such cycle shall not exceed 65 work-days in the case of an employee referred to in subclause (1) (a) and 78 work-days in the case of an employee referred to in subclause (1) (b): Provided further that sick leave shall in every such cycle be granted in the first place from the number of days due in terms of subclause (1) and only after all such days have been taken shall sick leave be granted from any available accumulated sick leave.

(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) at the instance of his employer;

(ac) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in paragraph (b);

(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 one year, to not more than 15 weeks or, where sick leave has been accumulated in terms of subclause (3), amounting in the aggregate, in any one year, to not more than 15 weeks plus the period of accumulated sick leave, up to a maximum of seven weeks, due in terms of that subclause; and

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

(iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding and 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.

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

(a) to an employee at whose written request his employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for any period of sick leave in terms of subclause (1);

(b) in respect of any period of incapacity of an employee for which the employer is required by any other law to pay to the employee not less than his full wages.

8. PAID HOLIDAYS AND SUNDAYS

(1) *Compensation for work on a paid holiday.*—(a) Whenever an employee, other than a casual employee, does not work on a paid holiday and such day falls on a day which otherwise is an ordinary work-day for the employee, his employer shall pay him in respect of that day an amount equal to at least his daily wage.

(b) Whenever an employee, other than a casual employee, works on a paid holiday, his employer shall pay him in respect of that day—

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

(3) 'n Werkgewer moet 'n werknemer in sy derde tydkring van 36 opeenvolgende maande diens by die werkgewer toelaat om in daardie tydkring, benewens die siekteverloftydperk in subklousule (1) voorgeskryf, een derde van enige siekteverlof wat aldus voorgeskryf maar nie in sy tweede tydkring van drie jaar diens geneem is nie, te neem en om een derde van die totaal van alle siekteverlof aldus voorgeskryf maar wat nie geneem is nie gedurende alle voorgaande tydkringe met uitsondering van die heel eerste tydkring van drie jaar diens, oor te dra na sy vierde en elke daaropvolgende sodanige tydkring: Met dien verstande dat die totale tydperk siekteverlof beskikbaar aan 'n werknemer gedurende enige sodanige tydkring hoogstens 65 werkdae is in die geval van 'n werknemer in subklousule (1) (a) bedoel, en 78 werkdae in die geval van 'n werknemer in subklousule (1) (b) bedoel: Met dien verstande voorts dat siekteverlof in elke sodanige tydkring toegestaan word in die eerste plek uit die getal dae verskuldig ingevolge subklousule (1), en siekteverlof uit beskikbare opgelope siekteverlof toegestaan word slegs nadat al sodanige dae geneem 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 werkgewer;

(ac) met siekteverlof ingevolge subklousule (1) of ongeskiktheid in die omstandighede uiteengesit in paragraaf (b);

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

(ae) om enige rede wat nie 'n verbreking van die dienskontrak is nie;

en wat in enige jaar altesaam hoogstens 15 weke beloop, of, waar siekteverlof ingevolge subklousule (3) opgeloop het, 'n totaal in enige jaar van hoogstens 15 weke plus die tydperk van opgelope siekteverlof wat ingevolge daardie subklousule verskuldig is, tot 'n maksimum van sewe weke; en

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

(iii) enige tydperk van diens deur 'n werknemer by dieselfde werkgewer gelewer onmiddellik voor die datum waarop hierdie vasstelling bindend geword het, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, word geag ingevolge hierdie vasstelling verleen te gewees het;

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

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

(a) op 'n werknemer op wie se skriftelike versoek sy werkgewer bydraes wat minstens gelykstaande is met dié van die werknemer, betaal aan 'n fonds of organisasie deur die werknemer benoem, welke fonds of organisasie die werknemer waarborg om in geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, altesaam minstens die ekwivalent van die werknemer se loon vir enige tydperk van siekteverlof ingevolge subklousule (1), aan die werknemer te betaal;

(b) ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer waarvoor die werkgewer ingevolge enige ander wet die werknemer minstens sy volle loon moet betaal.

8. VAKANSIEDAE EN SONDAE

(1) *Vergoeding vir werk op 'n betaalde vakansiedag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, nie op 'n betaalde vakansiedag werk nie, en so 'n dag val op 'n dag wat andersins 'n gewone werkdag is, moet sy werkgewer hom vir daardie dag 'n bedrag van minstens sy dagloon betaal.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n betaalde vakansiedag werk, moet sy werkgewer hom ten opsigte van daardie dag betaal—

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

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

(2) *Compensation for work on a Sunday.*—(a) Whenever an employee, other than a casual employee, works on a Sunday and that day is also a paid holiday, his employer shall compensate him for such work on the basis set out in subclause (1) (b).

(b) Whenever an employee, other than a casual employee, works on a Sunday which is not also a paid holiday, his employer shall pay him—

(i) if he so works for not more than four hours, an amount equal to at least his daily wage; or

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

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

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

(a) partly on a paid holiday and partly on a Sunday; or

(b) partly on a paid holiday and partly on an ordinary work-day; or

(c) partly on a Sunday and partly on an ordinary work-day,

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

(4) *Compensation to a casual employee for work on a paid holiday or a Sunday.*—Whenever a casual employee works on a paid holiday or on a Sunday, his employer shall pay him in respect of the total period worked by him on such day an amount calculated at a rate of not less than double the hourly wage prescribed for, or double the lowest hourly wage actually being paid to, an employee in the same area who performs for him the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—

(a) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage for a qualified employee of that class as calculated in terms of clause 3 (4);

(b) to work for less than four hours on such day, he shall be deemed to have worked for four hours.

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

(6) *Savings.*—This clause, except subclause (1) (a), shall not apply to an employee referred to in clause 5 (8) (a) (i).

9. PIECE-WORK AND COMMISSION WORK

(1) *Piece-work.*—(a) An employer may when engaging an employee or after at least one week's notice if the employee is already in his employ, introduce any piece-work system and, save as provided in clause 4 (6), such employer shall pay his employee who is employed on such piece-work system, remuneration at not less than the wage prescribed in clause 3 (1) for an employee of his class and experience, plus the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay in the case of a casual employee in respect of each day on which piece-work is performed, not less than the amount which the employer would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

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

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

(ii) 'n bedrag bereken teen minstens een derde van sy uurloon vir die totale tydperk deur hom op so 'n dag gewerk en hom binne sewe dae na so 'n dag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal.

(2) *Vergoeding vir werk op 'n Sondag.*—(a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, en die dag is ook 'n betaalde vakansiedag, moet sy werkgever hom betaal soos uiteengesit in subklousule (1) (b).

(b) Wanneer 'n werknemer uitgesonderd 'n los werknemer op 'n Sondag werk en wat nie ook 'n betaalde vakansiedag is nie, moet sy werkgever hom—

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

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy uurloon 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

(iii) teen minstens een en 'n derde maal sy uurloon betaal ten opsigte van die hele tydperk wat hy op sodanige Sondag werk en hom binne sewe dae na sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal.

(3) Wanneer 'n werknemer 'n tydperk werk wat—

(a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of

(b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of

(c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val,

word hy by die toepassing van hierdie klousule geag op die dag te gewerk het waarop die grootste gedeelte van sodanige werktydperk val.

(4) *Vergoeding aan 'n los werknemer vir werk op 'n betaalde vakansiedag of 'n Sondag.*—Wanneer 'n los werknemer op 'n betaalde vakansiedag of op 'n Sondag werk, moet sy werkgever hom ten opsigte van die totale tydperk wat hy op sodanige dag gewerk het, 'n bedrag betaal, bereken teen minstens dubbel die uurloon voorgeskryf vir, of dubbel die laagste uurloon wat werklik betaal word aan, 'n werknemer in dieselfde gebied wat dieselfde klas werk vir hom verrig as wat van die los werknemer verwag word, watter ook al die grootste bedrag is: Met dien verstand dat indien die werkgever van 'n los werknemer verwag om—

(a) werk van 'n klas werknemer te verrig vir wie lone op 'n gyskaal voorgeskryf is, die uitdrukking "uurloon" beteken die uurloon vir 'n gekwalifiseerde werknemer van daardie klas soos bereken ingevolge klousule 3 (4);

(b) minder as vier ure op sodanige dag te werk, hy geag word vier ure te gewerk het.

(5) *Betaling.*—Die besoldiging ingevolge hierdie klousule betaalbaar aan 'n werknemer uitgesonderd 'n los werknemer, moet aan hom nie later nie as die betaaldag onmiddellik na die dag ten opsigte waarvan sodanige besoldiging betaalbaar geword het, betaal word. 'n Los werknemer moet soos uiteengesit in klousule 4 (2) besoldig word.

(6) *Voorbehoudsbepaling.*—Hierdie klousule, behalwe subklousule (1) (a), is nie van toepassing nie op 'n werknemer in klousule 5 (8) (a) (i) genoem.

9. STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*—(a) 'n Werkgever kan wanneer hy 'n werknemer in diens neem of nadat hy minstens een week vooraf kennis aan sy werknemer gegee het, 'n stukwerkstelsel invoer, en sodanige werkgever moet, behoudens klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen minstens die loon in klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervinding, plus die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgever, ongeag die hoeveelheid werk wat verrig is, 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.

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

(c) 'n Werkgever mag nie 'n werknemer verplig of toelaat om werk uitsluitlik op stukwerkbasis te verrig nie. Enige bedrag aan 'n werknemer vir stukwerk ingevolge paragraaf (a) betaalbaar, is apart van en bykomend by sy loon en dit mag nie minder wees as die voorgeskrewe loon ingevolge klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervinding nie.

(d) 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, and provided further that an employer need not give a casual employee notice of his intention to introduce any piece-work system or to cancel or amend it.

(2) *Commission work.*—(a) An employee who by agreement with his employer undertakes commission work on a regular basis shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—

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

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

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

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

(v) where applicable, the area in which the employee is required or permitted to work.

(b) Save as provided in clause 4 (6), the employer shall pay his employee at not less than the wage and rate of commission agreed upon between them.

(c) The employee's wage and commission shall be paid on the day stipulated in the agreement referred to in paragraph (a), and the provisions of clause 4 (1) shall not apply in respect of such payment.

(d) An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement entered into terms of paragraph (a) shall be aside from and in addition to the wage therein stipulated.

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

10. RATIO

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

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

(3) *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 at least two years' experience or a sales assistant or a supervisor, and for each shop assistant with at least 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.

(4) *Clerical assistant.*—An employer shall not employ a clerical assistant unless he has in his employ a clerk, despatch clerk, office cashier or storeman and for each such employee in his employ, he shall not employ more than one clerical assistant.

(5) *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.

(d) 'n Werkgewer 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 werkgewer en sy werknemer oor 'n langer kennisgewingstermyn ooreen kan kom, en in so 'n geval mag die werkgewer nie vir 'n korter termyn as dié waarvoor daar ooreengekom is, kennis gee nie, en met dien verstande voorts dat 'n werkgewer nie aan 'n los werknemer kennis hoef te gee van sy voorneme om 'n stukwerkstelsel in te stel, te kanselleer of te wysig nie.

(2) *Kommissiewerk.*—(a) 'n Werknemer wat volgens 'n ooreenkoms met sy werkgewer kommissiewerk op 'n gereelde grondslag onderneem, moet, voordat sodanige werk begin, deur sy werkgewer voosien word van 'n ware afskrif, van die ooreenkoms of 'n verklaring waarin die bepaling van die ooreenkoms uiteengesit word en wat die volgende moet insluit:

(i) Die loon aan die werknemer betaalbaar, wat nie minder as die loon voorgeskryf by klousule 3 (1) vir 'n werknemer van dieselfde klas en ondervinding mag wees nie, die kommissietarif en die voorwaardes waarop hy die reg daarop verkry;

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

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

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

(v) waar van toepassing, die gebied waarin daar van die werknemer vereis word of hy toegelaat word om te werk;

(b) Behoudens klousule 4 (6), moet die werkgewer sy werknemer minstens die loon en kommissietarif waarvoor hulle ooreengekom het, betaal.

(c) Die werknemer se loon en kommissie is betaalbaar op die dag bepaal in die ooreenkoms in paragraaf (a) bedoel, en die bepaling van klousule 4 (1) is nie van toepassing ten opsigte van sodanige betaling nie.

(d) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissiegrondslag te onderneem nie. Enige bedrag betaalbaar aan 'n werknemer as kommissie ingevolge 'n ooreenkoms aangegaan ingevolge paragraaf (a) is apart van en bykomend by die loon daarby voorgeskryf.

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

10. GETALVERHOUDING

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

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

(3) *Winkelassistent.*—'n Werkgewer 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.

(4) *Klerklike assistent.*—'n Werkgewer mag nie 'n klerklike assistent in diens neem nie tensy hy 'n klerk, versendingsklerk, kantoorkassier of magasynman in sy diens het, en vir elke sodanige werknemer in sy diens mag hy hoogstens een klerklike assistent in diens neem.

(5) *Deeltydse werknemer.*—(a) 'n Werkgewer 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 Werkgewer 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) An employer shall not employ a part-time employee as an alteration hand unless he has at least one full-time alteration hand in his employ, and for each three or part of three full-time alteration hands additional to the first three in his employ, he shall not employ more than two part-time alteration hands.

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

(7) *Casual employee*.—An employer shall not employ a casual employee unless he has in his employ a full-time or part-time employee performing the same class of work as the casual employee would be required to do and for each such full-time or part-time employee in his employ, he shall not employ more than three casual employees.

(8) For the purposes 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, despatch clerk, displayer, office cashier and a storeman, and these five 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.

(9) This clause shall—

(a) apply separately to each establishment of an employer;

(b) not apply to an employee while he is engaged on emergency work.

(10) During the period 1 December to 31 December, inclusive, subclauses (1), (2), (3), (4), (5) and (7) 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 or handling of foodstuffs, confectionery or groceries not prepacked in sealed containers.

(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 R1,65 per month.

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

(4) An employer shall provide his general assistant, who scrubs or washes floors by hand, with serviceable kneepads free of charge.

(5) An employer who requires an employee to wear any form of non-washable protective clothing such as waterproof capes, overalls or protective boots or aprons, shall supply and maintain 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 shall provide and launder or clean such uniform free of charge and maintain it in a proper condition, and such uniform 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 overall or washing coat referred to in subclause (1) or any uniform referred to in subclause (6), the employer shall pay to his employee, in addition to any other remuneration due to the employee, an allowance of not less than R1,15 per week per overall, washing coat or uniform for each week in respect of which he is required to wear the uniform in which event the employee shall be responsible for the maintenance, other than major repairs, and the laundering or cleaning of the overall, washing coat or uniform.

(8) (a) Subject to paragraph (b), an employer may offer to supply his 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;

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

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

(7) *Los werknemers*.—'n Werkgewer mag nie 'n los werknemer in diens neem nie tensy hy 'n voltydse of deeltydse werknemer in diens het wat dieselfde klas werk verrig as wat van die los werknemer vereis word en vir elke sodanige voltydse of deeltydse werknemer mag hy nie meer as drie los werknemers in diens neem nie.

(8) By die toepassing van hierdie klousule—

(a) kan 'n werkgewer 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 werkgewer of bestuurder nie in meer as een bedryfsinrigting aldus geag mag word nie;

(b) word die uitdrukking "verkoopsassistent" geag 'n klerk, versendingsklerk, uitstaller, kantoorassistent en maggasynman in te sluit en kan hierdie vyf klasse werknemers onder mekaar 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.

(9) Hierdie klousule is—

(a) afsonderlik op elke bedryfsinrigting van 'n werkgewer van toepassing;

(b) nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

(10) Gedurende die tydperk 1 Desember tot en met 31 Desember is subklousules (1), (2), (3), (4), (5) en (7) nie op skoliere of universiteitstudente wat as ongekwalifiseerde 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 regstreeks gemoed is met die verkoop of hantering van voedsel, lekkergoed of kruideniersware wat nie vooraf in verseelde houers verpak is nie, en sodanige oorpakke of jasse kosteloos skoon en in 'n goeie toestand hou.

(2) In reënweer moet 'n werkgewer sy werknemer wat by die uitvoering van sy pligte gereed aan die weer blootgestel is, kosteloos voorsien van diensbare waterdigte beskerming vir die kop en bene en 'n waterdigte mantel, en sodanige artikels bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer in plaas van sodanige artikels te voorsien, aan sodanige werknemer, benewens enige ander besoldiging aan sodanige werknemer verskuldig, 'n toelae van minstens R1,65 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 assistent 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 klere soos bv. waterdigte mantels, oorpakke of beskermende stewels of voorskote te dra, moet sodanige beskermende klere 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 te dra, sodanige uniform kosteloos verskaf en was en stryk of skoonmaak en dit in 'n behoorlike toestand hou, en sodanige uniform 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 'n oorpak of wasbare jas in subklousule (1) bedoel of 'n uniform in subklousule (6) bedoel, die werkgewer aan sy werknemer, benewens enige ander besoldiging aan die werknemer verskuldig, 'n toelae van minstens R1,15 per week moet betaal per oorpak, wasbare jas of uniform vir elke week ten opsigte waarvan hy die uniform moet dra, in welke geval die werknemer verantwoordelik is vir die versorging, uitgesonderd groot herstelwerk, en die was en stryk of skoonmaak van die oorpak, wasbare jas of uniform.

(8) (a) Behoudens paragraaf (b), kan 'n werkgewer aanbied om sy 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 so 'n uitrusting moet betaal, mag nie hoër as die koste daarvan vir die werkgewer wees nie;

(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 off duty;

(iv) the employer shall permit the employee to pay for each such outfit supplied by means of at least four equal monthly deductions from the employee's 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.

(b) The offer referred to in paragraph (a) 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 in terms of paragraphs (a) and (b), any such outfit shall, on delivery thereof to the employee, become the property of the latter, who shall be responsible for the cleaning and maintenance in good order and proper condition of the outfit.

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

(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 desires 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 paid employee, one week's notice after the first four weeks of employment;

(c) in the case of a monthly paid employee, two weeks' notice after the first four weeks of employment;

of the termination of the contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than, in the case of—

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

(ii) one week's notice, the weekly wage the employee is receiving at the time of such termination;

(iii) two week's notice, double the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

(aa) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ab) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than that prescribed in this clause;

(ac) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts:

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

(i) on leave in terms of clause 6;

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

(iii) owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate in any one year to not more than 15 weeks or, where sick leave has been accumulated, amounting in the aggregate in any one year to not more than 15 weeks plus the period of accumulated sick leave up to a maximum of seven weeks, due in terms of that clause;

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

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

(iii) die werkgewer mag die werknemer nie belet om so 'n uitrusting te dra wanneer hy van diens af is nie;

(iv) die werkgewer moet die werknemer toelaat om vir elke sodanige uitrusting wat verskaf word, te betaal by wyse van minstens vier gelyke maandelikse aftrekkings van die werknemer se besoldiging: Met dien verstande dat die werkgewer, vir die geval dat die dienskontrak beëindig word voordat die volle bedrag deur die werknemer vir so 'n uitrusting verskuldig, betaal is, die saldo aan die werkgewer verskuldig, in een bedrag kan aftrek van enige besoldiging wat by sodanige beëindiging aan die werknemer verskuldig is.

(b) Die aanbod in paragraaf (a) bedoel, moet skriftelik gedoen word en moet die voorwaardes daarvan bevat, en tensy die werknemer aan wie die aanbod gedoen word, binne sewe dae na ontvangs daarvan die aanbod skriftelik aanvaar, word daar geag dat die werknemer die aanbod van die hand wys.

(c) Nadat 'n werknemer 'n aanbod skriftelik aanvaar het wat ooreenkomstig paragrawe (a) en (b) gedoen is, word so 'n uitrusting by aflewering daarvan aan die werknemer die eiendom van laasgenoemde, wat verantwoordelik is vir die skoonmaak van die uitrusting, asook dat dit in 'n goeie en behoorlike toestand gehou word.

(d) Subklousules (6) en (7) is nie ten opsigte van enige sodanige uitrustings wat verskaf word van toepassing nie.

(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 'n 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 werkdag;

(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, en wel skriftelik behalwe as kennis gegee word deur 'n werknemer wat nie kan skryf nie, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van aldus kennis te gee, die werknemer of die werkgewer, na gelang van die geval, soos volg te betaal: In die geval van—

(i) een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(iii) twee weke kennisgewing, minstens twee maal die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat—

(aa) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig, nie hierdeur geraak word nie;

(ab) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat by hierdie klousule voorgeskryf word, nie hierdeur geraak word nie;

(ac) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros, nie hierdeur geraak word nie:

Met dien verstande voorts dat betaling in plaas van kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid—

(i) met verlof ingevolge klousule 6;

(ii) met siekteverlof ingevolge klousule 7;

(iii) weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit, van altesaam hoogstens 15 weke in 'n jaar of, indien siekteverlof opgeloop het, van altesaam hoogstens 15 weke in 'n jaar plus die tydperk opgelope siekteverlof tot 'n maksimum van sewe weke, verskuldig ingevolge daardie klousule;

(iv) met militêre diens, tensy die werknemer andersins versoek en sy werkgewer skriftelik daartoe instem.

(2) Where an employee, who is being paid in lieu of notice in terms of subclause (1), 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 (6) shall be calculated at the wage he would have received on termination of employment had he been given such notice.

(3) Where there is an agreement in terms of proviso (ab) to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(4) The notice prescribed in subclause (1) shall be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—

(i) on leave granted in terms of clause 6;

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

(iii) owing to incapacity in the circumstances set out in clause 7 (5) (a) or (b) amounting in the aggregate in any one year to not more than 15 weeks or, where sick leave has been accumulated, amounting in the aggregate in any one year to not more than 15 weeks plus the period of accumulated sick leave up to a maximum of seven weeks, due in terms of that clause;

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

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

13. CERTIFICATE OF SERVICE

Except where an employee deserts or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of the employer and of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the wage of the employee on the date of such termination.

CERTIFICATE OF SERVICE

I.....
carrying on trade in the Commercial Distributive Trade at.....
hereby certify that..... Identity No.....
was employed by me from the..... day of..... 19.....
to the..... day of..... 19.....
as (*).

At the termination of employment the employee's wage was R.....

.....
Signature of employer or authorised representative

Date.....

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

14. PROHIBITION OF EMPLOYMENT

An employer shall not—

(1) employ any person under the age of 15 years;

(2) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement;

(3) 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.

(2) Wanneer 'n werknemer wat ingevolge subklousule (1) 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 werkgever hom, benewens alle ander bedrae aan hom verskuldig, die bedrag betaal wat hom ten opsigte van sodanige verhoging sou toegekome het indien sodanige kennis aan hom gegee was, en enige bedrag wat ingevolge klousule 6 (6) ten opsigte van verlof aan die werknemer verskuldig is, moet bereken word teen die loon wat hy by diensbeëindiging sou ontvang het indien sodanige kennis aan hom gegee was.

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

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

(i) met verlof ingevolge klousule 6 verleen;

(ii) met siekteverlof ingevolge klousule 7 verleen; of

(iii) weens ongeskiktheid in die omstandighede in klousule 7 (5) (a) of (b) uiteengesit, wat in een jaar nie meer as 15 weke bedra nie of, waar siekteverlof opgeloo het, in een jaar altesaam nie meer as 15 weke plus die tydperk wat siekteverlof opgeloo het tot 'n maksimum van sewe weke, verskuldig ingevolge daardie klousule bedra nie;

(iv) met militêre diens, tensy die werknemer andersins versoek en sy werkgever skriftelik daartoe instem.

(5) Ondanks andersluidende bepalinge in hierdie vasstelling kan 'n werkgever, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om die vereiste tydperk kennis te gee en sonder om die vereiste 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 bepalinge van hierdie vasstelling skuld, hom 'n bedrag toe-eien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie van toepassing is nie waar die werkgever van die vereiste kennisgewingstermyn afgesien het of indien die werknemer deur te versuim om aldus kennis te gee en uit te dien, binne sy regte opgetree het.

13. DIENSSERTIFIKAAT

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

DIENSSERTIFIKAAT

Ek,
wat in die Kommersiële Distribusiebedryf sake doen te
sertifiseer hierby dat identiteitsnommer
in my diens was van die dag van 19..... tot die
dag van 19..... as (*).....
By diensbeëindiging was die werknemer se loon R.....

.....
Handtekening van werkgever of gemagtigde
verteenwoordiger

Datum

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

14. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

(1) iemand onder die leeftyd van 15 jaar in diens neem nie;

(2) van 'n vroulike werknemer vereis of haar toelaat om gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die datum van haar bevalling eindig, te werk nie;

(3) van 'n werknemer vereis of hom toelaat om gedurende werkure op 'n ander plek te werk nie as by die bedryfsinrigting van die werkgever of op 'n plek wat daarmee of met die werksaamhede daarvan in verband staan.

15. LOG-BOOK

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

LOG-BOOK

Name of employer

Name of driver/driver-salesman

Date

Registration number of vehicle

Time of starting work h

Time of finishing work h

Number of hours worked

Meal intervals from h to h

Particulars of any accident or delay

.....

Name(s) of employee(s) accompanying driver/driver-salesman

.....

.....

Signature of driver/driver-salesman

Date

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

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

(4) Subclauses (1), (2) and (3) shall not apply in respect of a motor vehicle 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 that—

(i) the employer keeps a record showing, with full continuity, the names of the drivers or driver-salesmen of such vehicle and the times during which each driver or driver-salesman was in charge of the vehicle;

(ii) the said record shows the registration number of the vehicle; and

(iii) the said record is signed by each driver or driver-salesman 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.

16. ATTENDANCE REGISTER

(1) An employer shall provide in his establishment an attendance register substantially in the following form, in which he shall record in ink or indelible pencil the name and class of each of his employees and if an employee is unable to write, his employer shall on his behalf for each day worked and on that day make the necessary entries in respect of items (i) to (vi) inclusive of subclause (3) (a) in the presence of a person nominated by the employee, and sign such entries.

15. LOGBOEK

(1) 'n Werkgewer moet sy drywer of drywer-verkoopsman voorsien van 'n logboek wat sover doenlik die volgende vorm het:

LOGBOEK

Naam van werkgewer

Naam van drywer/drywer-verkoopsman

Datum

Registrasienommer van die voertuig

Tyd waarop werk begin het h

Tyd waarop werk opgehou het h

Getal ure gewerk

Etenspouses van h tot h

Besonderhede omtrent enige ongeluk of vertraging

.....

Naam/name van werknemer(s) wat drywer/drywer-verkoopsman vergesel

.....

.....

Handtekening van drywer/drywer-verkoopsman

Datum

(2) Elke drywer of drywer-verkoopsman moet in die logboek in subklousule (1) bedoel, ten opsigte van elke dag se werk 'n daaglikse log in duplo hou en moet binne 24 uur na voltooiing van die werk waarop dit betrekking het, 'n kopie daarvan by sy werkgewer indien.

(3) Die werkgewer moet die kopie van die daaglikse log wat ingevolge subklousule (2) by hom ingedien is, vir 'n tydperk van minstens drie jaar 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 ophoutye vir die hele tydperk wat die voertuig gedryf word en die getal kilometers afgelê, aanteken: Met dien verstande dat—

(i) die werkgewer 'n register hou waarin die name van die drywers of drywer-verkoopsmanne van sodanige voertuig en die tye waarop elke drywer of drywer-verkoopsman vir die voertuig verantwoordelik was, deurlopend aangeteken word;

(ii) die registrasienommer van die voertuig in genoemde register aangeteken word; en

(iii) genoemde register deur elke drywer of drywer-verkoopsman 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 Werkgewer moet elke register in subklousule (4) bedoel, bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

16. BYWONINGSREGISTER

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n bywoningsregister verskaf wat wesenlik onderstaande vorm het en waarin hy met ink of inktlood die naam en klas van elkeen van sy werknemers moet aanteken, en indien 'n werknemer nie kan skryf nie, moet sy werkgewer namens hom vir elke dag gewerk en op daardie dag die nodige inskrywings ten opsigte van items (i) tot en met (vi) van subklousule (3) (a) doen in die teenwoordigheid van 'n persoon deur die werknemer aangewys, en sodanige inskrywings onderteken.

ATTENDANCE REGISTER

(Name of employee)										(Class of employer)									
Date and day of week		Entries to be made by employee										Remarks (if any)							
Year.....	Month.....	Time of commencing work	Intervals off work						Time of finishing work	Overtime worked		Total number of hours		Signature	By employee	By employer, if employee was absent. Reasons for his absence (to be signed by employer)	By inspector		
Date	Day of week		Off	On	Off	On	Off	On		On	Off	Each day	Each week						
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
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26																			
27																			
28																			
29																			
30																			
31																			

Note.—Under heading “Off” and “On” in column referring to “intervals off work” insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

BYWONINGSREGISTER

(Naam van werknemer)

(Klas van werknemer)

Datum en dag van week		Inskrywings moet deur werknemer gemaak word												Opmerkings (as daar is)			
Jaar..... Maand.....		Tyd waarop werk begin word	Pouses van diens af						Tyd waarop werk beëindig word	Oortyd gewerk		Totale getal ure gewerk		Handtekening	Deur werknemer	Deur werkgewer as werknemer afwesig is; rede daarvoor (moet deur werkgewer onderteken word)	Deur inspekteur
Datum	Dag van week		Af	Aan	Af	Aan	Af	Aan		Aan	Af	Elke dag	Elke week				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
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31																	

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

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

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

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

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

(a) record in ink or indelible pencil in the attendance register referred to in subclause (1):

- The day of the week;
- the time he commenced work;
- the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
- the time of finishing work for the day;
- the time of commencement and termination of overtime worked for the day;
- the total number of hours worked for the day; and
- his signature;

(b) in an establishment where a semi-automatic time recorder is provided, make an entry by means of such recorder on a card supplied in terms of subclause (2) to show the following:

- The time he commenced work;
- the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
- the time of finishing work for the day.

(4) An employer shall retain the attendance register referred to in subclause (1) or the cards referred to in subclause (2) as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

(5) This clause shall not apply to—

- an employee who is excluded from the hours of work provisions by virtue of clause 5 (8) (a);
- a driver, a driver-slaesman and an employee accompanying such driver or driver-salesman.

(Note.—In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule supersedes Wages Determination 406, published under Government Notice R. 731 of 16 April 1981, as amended by Government Notices R. 2305 of 29 October 1982 and R. 2512 of 8 November 1985.)

(2) 'n Werkgewer kan in plaas van 'n bywoningsregister 'n halfoutomatiese tydregistreerder verskaf tesame met die nodige kaarte, wat sover doenlik onderstaande vorm moet hê, en hy moet aan elke werknemer so 'n kaart verskaf waarop die naam of nommer van die werknemer en die datum waarop die week eindig ten opsigte waarvan die kaart gebruik moet word, aangedui word.

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

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

(3) Tensy hy deur 'n onvermydelike oorsaak verhoed word om aldus te doen, moet 'n werknemer ten opsigte van elke dag wat hy gewerk het en op daardie dag—

(a) in 'n bywoningsregister in subklousule (1) bedoel, met ink of inktlood die volgende aantekens:

- Die dag van die week;
- die tydperk waar hy begin werk het;
- die aanvangstyd en ophoutyd van alle etens- of ander pouses wat nie as gewone werkure gereken word nie;
- die aflooptyd van sy werk vir die dag;
- die aanvangstyd en ophoutyd van oortyd wat hy op die dag gewerk het;
- die totale aantal ure wat hy op die dag gewerk het; en
- sy handtekening;

(b) in 'n bedryfsinrigting waarin 'n halfoutomatiese tydregistreerder verskaf word, inskrywings deur middel van sodanige registreerder doen op 'n kaart wat ingevolge subklousule (2) verskaf word en wat die volgende moet toon:

- Die tydperk waarop hy begin werk het;
- die aanvangstyd en ophoutyd van alle etens- of ander pouses wat nie as gewone werkure gereken word nie; en
- die aflooptyd van sy werk vir die dag.

(4) 'n Werkgewer moet die bywoningsregister in subklousule (1) bedoel, of die kaarte in subklousule (2) bedoel, na gelang van die geval, bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

(5) Hierdie klousule is nie van toepassing nie op—

- 'n werknemer wat ingevolge klousule 5 (8) (a) van die werkurebepalings uitgesluit is;
- 'n drywer, 'n drywer-verkoopsman en 'n werknemer wat sodanige drywer of drywer-verkoopsman vergesel.

(Kennisgewing.—Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 406, gepubliseer by Goewermentskennisgewing R. 731 van 16 April 1981, soos gewysig by Goewermentskennisgewings R. 2305 van 29 Oktober 1982 en R. 2512 van 8 November 1985.)

Use it.

Don't abuse  it.

water is for everybody

Werk mooi daarmee.

Ons leef  daarvan.

water is kosbaar

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