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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 639.] [8 September 1961.]

LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 223.

KOMMERSIËLE DISTRIBUSIEBEDRYF,
VERNAAMSTE GEBIEDE.

In opdrag van die Adjunk-minister van Arbeid word hierby ingevolge subartikel (2) van artikel *veertien* van die Loonwet, 1957, bekendgemaak dat hy, handelende namens en kragtens die bevoegdheid verleen aan die Minister van Arbeid, by subartikel (1) van artikel *veertien* van genoemde Wet, die Vasstelling wat in die Bylae hiervan verskyn ten opsigte van die Kommersiële Distribusiebedryf gemaak het en die 1ste dag van Oktober 1961 bepaal het as die datum waarop die bepalings van genoemde Vasstelling bindend word.

BYLAE.

1. GEBIED EN BESTEK VAN VASSTELLING.

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

Kaapprovinsie.

Die landdrostdistrikte Bellville (uitgesonderd die munisipale gebied van Kuilsrivier), die Kaap, Simonstad en Wynberg en die munisipale gebiede van Oos-Londen, Port Elizabeth en Walmer;

Natal.

Die munisipale gebiede van Durban, Pietermaritzburg, Pinetown, Queensburgh en Westville;

Oranje-Vrystaat.

Die munisipale gebiede van Bloemfontein en Welkom;

Transvaal.

- (1) Die munisipale gebiede van Alberton, Benoni, Bedfordview, Boksburg, Brakpan, Carletonville, Edenvale, Germiston, Kempton Park, Krugersdorp, Klerksdorp, Lyttelton, Nigel, Pretoria, Pretoria-Noord, Randfontein, Roodepoort-Maraiburg, Silverton, Springs, Vanderbijlpark, Vereeniging en Westonaria, en die landdrostdistrik Johannesburg;
- (2) die munisipale gebied van Elsburg;
- (3) die dorpsgebiede van East Lynne, Mōregloed, Queenswood, Riverside en Waverley, geleë binne die gebied van die Noordoos Pretoria Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buitestedelike Gebiede;
- (4) die dorpsgebiede van Hazelwood en Meyerspark, geleë binne die gebied van die Oostelike Pretoria Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buitestedelike Gebiede;
- (5) die dorpsgebiede van Menlo Park en Lynnwood, geleë binne die gebied van die Menlo Park-Lynnwood Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buitestedelike Gebiede;
- (6) die dorpsgebied van Waterkloof, geleë binne die gebied van die Waterkloof Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buitestedelike Gebiede;

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 639.] [8 September 1961.]

WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 223.

COMMERCIAL DISTRIBUTIVE TRADE,
PRINCIPAL AREAS.

By direction of the Deputy-Minister of Labour it is hereby notified in terms of sub-section (2) of section *fourteen* of the Wage Act, 1957, that he, acting on behalf of and under the powers vested in the Minister of Labour, by sub-section (1) of section *fourteen* of the said Act, has made the Determination in the Schedule hereto in respect of the Commercial Distributive Trade and has fixed the 1st day of October, 1961, as the date from which the provisions of the said Determination shall be binding.

SCHEDULE.

1. AREA AND SCOPE OF DETERMINATION.

This Determination shall apply in the following areas, namely:—

Cape Province.

The Magisterial Districts of Bellville (excluding the Municipal Area of Kuilsrivier), the Cape, Simonstown and Wynberg and the Municipal Areas of East London, Port Elizabeth and Walmer;

Natal.

The Municipal Areas of Durban, Pietermaritzburg, Pinetown, Queensburgh and Westville;

Orange Free State.

The Municipal Areas of Bloemfontein and Welkom;

Transvaal.

- (1) The Municipal Areas of Alberton, Benoni, Bedfordview, Boksburg, Brakpan, Carletonville, Edenvale, Germiston, Kempton Park, Krugersdorp, Klerksdorp, Lyttelton, Nigel, Pretoria, Pretoria North, Randfontein, Roodepoort-Maraiburg, Silverton, Springs, Vanderbijlpark, Vereeniging and Westonaria, and the Magisterial District of Johannesburg;
- (2) the Town Council Area of Elsburg;
- (3) the township areas of East Lynne, Mōregloed, Queenswood, Riverside and Waverley situate within the area of the North-Eastern Pretoria Local Area Committee of the Peri-Urban Areas Health Board;
- (4) the township areas of Hazelwood and Meyers Park situate within the area of the Eastern Pretoria Local Area Committee of the Peri-Urban Areas Health Board;
- (5) the township areas of Menlo Park and Lynnwood situate within the area of the Menlo Park-Lynnwood Local Area Committee of the Peri-Urban Areas Health Board;
- (6) the township area of Waterkloof situate within the area of the Waterkloof Local Area Committee of the Peri-Urban Areas Health Board;

(7) die dorpsgebied van Kloofsig, geleë binne die gebied van die Suidelike Pretoria Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buitestedelike Gebiede; en

(8) die dorpsgebied van Valhalla, geleë binne die gebied van die Suidwestelike Pretoria Plaaslike Gebiedskomitee van die Gesondheidsraad vir Buitestedelike Gebiede;

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

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

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

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

(iii) naelversorging, winkbroue pluk, haarwerk, trichologiese of skoonheidsbehandeling;

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

(b) werknemers in Naturelgebiede soos omskryf in subartikel (1) van artikel een van die Wet op Nywerheidsversoening, 1956;

(c) werknemers in 'n bedryfsinrigting wat geregistreer is of onderworpe is aan registrasie as 'n fabriek ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en waarin hulle werkgewer 'n deel van al sy eie drank vervaardig (en hierdie uitdrukking sluit ook vermenging in) en benewens sy eie drank ook drank wat hy van ander bronne verkry het, verkoop of distribueer of verkoop en distribueer, indien en vir solank as wat—

(i) die werkgewer aldus verkoop of distribueer of verkoop en distribueer slegs in groothandelhoeveelhede en slegs aan persone wat gelisensieer is om drank te verkoop;

(ii) hy aldus verkoop of distribueer of verkoop en distribueer vanuit sodanige bedryfsinrigting; en

(iii) sy besigheid grotendeels die verkoop of distribusie of verkoop en distribusie van sy eie produkte bereken op 'n gellingmaatgrondslag, is; en

(d) werknemers in 'n bedryfsinrigting waarin motorvoertuie gemonteer en waaruit motoronderdele of bybehorens hetsy daarin vervaardig of uit ander bronne verkry, verkoop of gedistribueer word, of sowaar verkoop as gedistribueer word indien en vir solank as wat sodanige onderdele of bybehorens verkoop of gedistribueer word of verkoop en gedistribueer word slegs aan werkgewers in die Motor-garagebedryf.

2. WOORDOMSKRYWING.

(1) Tensy die samehang anders aandui, het alle uitdrukkings wat in hierdie Vastelling gebesig en in die Loonwet, 1957, omskryf word, dieselfde betekenis as in dié Wet en tensy onbestaanbaar met die sinsverband, beteken—

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

„versteller, gekwalifiseer,” 'n versteller met minstens vier jaar ondervinding;

„versteller, ongekwalifiseer,” 'n versteller met minder as vier jaar ondervinding;

„hoeversteller” 'n werknemer wat vroue- of meisiehoede verstel as deel van die verkoop van sodanige hoede vanuit 'n bedryfsinrigting;

„hoeversteller, gekwalifiseer,” 'n hoeversteller met minstens vier jaar ondervinding;

„hoeversteller, ongekwalifiseer,” 'n hoeversteller met minder as vier jaar ondervinding;

„monteur” 'n werknemer, uitgesonderd 'n fietsmonteur of 'n assistent-fietsmonteur, wat meganiese of elektriese toestelle of apparate of enige onderdele daarvan in die geheel of gedeeltelik van klaarvervaardigde onderdele inmeekaarsit;

„assistent-fietsmonteur” 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

(a) Montering van kinderwaentjies, stootwaentjies, bromponies, sneiwaens, trapkarretjies of enige ander soortgelyke kindervoertuie of speelgoed met wiele wat met die hand of voet aangedryf word, waar so 'n montering nie verstellings aan presisielaars, kettings of opgeboude wiele, of die aansit en stywer stel van speke insluit nie; of

(b) verrigting van 'n fietsmonteur se pligte onder algemene toesig, uitgesonderd die regstel van fietswiele, finale verstellings aan 'n gemonteerde fiets, die verstelling van presisielaars, kettings of opgeboude wiele of die aansit en stywer stel van speke;

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

(7) the township area of Kloofzicht situate within the area of the Southern Pretoria Local Area Committee of the Peri-Urban Areas Health Board; and

(8) the township area of Valhalla situate within the area of the South-Western Pretoria Local Area Committee of the Peri-Urban Areas Health Board;

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

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

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

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

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

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

(b) employees in Native areas as defined in sub-section (1) of section one of the Industrial Conciliation Act, 1956;

(c) employees in an establishment which is registered or is liable to registration as a factory in terms of the Factories, Machinery and Building Work Act, 1941, and in which their employer manufactures (which expression includes blending) some or all of his own liquor and sells or distributes or sells and distributes liquor acquired by him from other sources in addition to his own liquor, if and for so long as—

(i) the employer so sells or distributes or sells and distributes only in wholesale quantities and solely to persons licensed to sell liquor;

(ii) he so sells or distributes or sells and distributes from such establishment; and

(iii) the major portion of his business is the sale or distribution or sale and distribution of his own products reckoned on a gallonage basis; and

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

2. DEFINITIONS.

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

“alteration hand” means an employee who is engaged in altering or repairing any articles of men's, women's or children's wearing apparel incidental to the sale of such articles from an establishment;

“alteration hand, qualified,” means an alteration hand who has had not less than four years' experience;

“alteration hand, unqualified,” means an alteration hand who has had less than four years' experience;

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

“alteration milliner, qualified,” means an alteration milliner who has had not less than four years' experience;

“alteration milliner, unqualified,” means an alteration milliner who has had less than four years' experience;

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

“assistant bicycle assembler” means an employee who is engaged in one or more of the following duties or operations:—

(a) Assembling perambulators, go-carts, scooters, express wagons, pedal cars or any other similar children's wheeled vehicles or toys propelled by hand or foot, where such assembling does not involve the adjustment of precision bearings, chains or built-up wheels or the setting and tightening of spokes; or

(b) performing, under general supervision, any of the duties of a bicycle assembler, other than the trueing of bicycle wheels, the final adjustment of an assembled bicycle, the adjustment of precision bearings, chains or built-up wheels or the setting and tightening of spokes;

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

„fietsmonteur” ’n werknemer betrokke by een of meer van die volgende pligte of werksaamhede:—

- (a) Fietsse of enige onderdele daarvan in die geheel of gedeeltelik van klaarvervaardigde onderdele inmeekaarsit;
- (b) fietswiele regstel of finale verstellings aan ’n gemonterde fiets doen;
- (c) presisielaers, kettings of opgeboorde wiele verstel of speke aansit en stywer stel;

en vir die toepassing van hierdie woordomskriving en dié van assistent-fietsmonteur, omvat die uitdrukking „fiets” sonder om sy gewone betekenis enigerwyse te beperk, ’n driewiel en ’n afleweringsdriewieler en ook ’n kinderwaentjie, ’n stootwaentjie, ’n bromponie, ’n snelwa, ’n trapkar en enige ander dergelyke kindervoertuig of -speelding met wiele wat met hand of voet aangedryf word;

„los werknemer” ’n werknemer wat vir hoogstens drie dae in ’n week by dieselfde werkgewer in diens is;

„Verversingsbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om etes of verversings, hetsy in die vorm van vloeistowwe of in ander vorms of beide etes en sodanige verversings te verskaf in of vanuit enige inrigting, hetsy permanent, tydelik, binnens- of buitenshuis, en sluit sodanige bedrywighede in wat in een of meer van ondergenoemde klasse persele uitgeoefen word, naamlik persele—

- (a) wat as openbare restaurants, kafees of teekamers gebruik word;
- (b) vanwaar etes of nie-alkoholiese drankes of beide etes en sodanige drankes verskaf word;
- (c) waarin spuit- of mineraalwaterdranke in drinkglase of ander houers vir gebruik op die perseel verskaf word;
- (d) waarin of vanwaar bogenoemde bedrywighede uitgeoefen word in, of in verband met, enige teater, bioskoop, bioskoopteekamer of enige ander onthaal of funksie;

en sluit ook in die verskaffing van sterk drank in al sulke inrigtings of op al sulke persele ooreenkomstig ’n dranklisensie wat ingevolge die Drankwet, 1928 deur sulke werkgewers gehou word, maar dit sluit nie hotelle, inrigtings wat uitsluitlik kragtens ’n wyn- en bierlisensie handel dryf nie, losieshuise of enige inrigting waarvoor ’n Naturelle-ethuislisensie vereis word of enige inrigting wat uitsluitlik etes of verversings aan nie-blankes verskaf, in nie;

„chauffeur” ’n werknemer wat ’n motorvoertuig bestuur wat bedoel is om passasiers te vervoer en gebruik word vir die vervoer van sy werkgewer, personeel, klante of besoekers;

„klerk” ’n werknemer wat skryf-, tik- of enige ander soort klerklike werk verrig en omvat ’n kassier, ’n telefonis en ’n bediener van ’n optel-, reken- of ponskaartmasjien maar omvat nie enige ander klas werknemer elders in hierdie klousule omskryf nie, ondanks die feit dat klerklike werk ’n deel van sodanige werknemer se werk kan uitmaak;

„klerk, vrou, gekwalifiseer,” ’n vroulike klerk met minstens vier jaar ondervinding;

„klerk, vrou, ongekwalifiseer,” ’n vroulike klerk met minder as vier jaar ondervinding;

„klerk, man, gekwalifiseer,” ’n manlike klerk met minstens vyf jaar ondervinding;

„klerk, man, ongekwalifiseer,” ’n manlike klerk met minder as vyf jaar ondervinding;

„steenkool” sluit kooks en houtskool in;

„Steenkoolbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om steenkool of brandhout of albei te verkoop, te distribueer en vir verkoop voor te berei of om een of meer van hierdie bedrywighede uit te oefen;

„Kommersiële distribusiebedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om ’n winkel te dryf en omvat dit alle werksaamhede wat daarmee in verband staan en wat uitgeoefen word deur sulke werkgewers en hulle werknemers maar dit sluit nie die volgende in nie:—

(i) Daardie gedeelte van die bedryf waarin die volgende uitgeoefen word:—

- (a) Die verkoop of distribusie of albei by wyse van groothandel, deur vervaardigers (met inbegrip van graanmeulenaars) van goedere wat hulle vervaardig;
- (b) die verkoop of distribusie of albei, van die produkte van ’n bakkerij van die perseel daarvan af;
- (c) die verkoop of distribusie of albei, van klip, gruis, sand, padmateriaal of ander soortgelyke produkte; of
- (d) die besigheid van ’n steengroefbaas;

(ii) die besigheid wat kragtens ’n wyn- en bierlisensie of die buiteverbruikvoorregte van ’n hoteldranklisensie gedryf word;

(iii) die Verversingsbedryf;

(iv) die Steenkoolbedryf;

(v) die Suiwelbedryf;

(vi) die Vloeibare Brandstof- en Oliebedryf;

(vii) die Vleisbedryf;

(viii) die Motorgaragebedryf;

(ix) Nuusbladuitgewersbedryf;

(x) die Timmerhoutbedryf;

„bicycle assembler” means an employee engaged in any one or more of the following duties or operations:—

- (a) Assembling bicycles or any component parts thereof in whole or in part from ready-made parts;
- (b) truing bicycle wheels or making final adjustments to an assembled bicycle;
- (c) adjusting precision bearings, chains or built-up wheels or setting and tightening spokes;

and for the purpose of this definition and that of assistant bicycle assembler, the expression “bicycle”, without in any way limiting its ordinary meaning, includes a tricycle and a delivery tricar and also includes a perambulator, a go-cart, a scooter, an express wagon, a pedal car and any other similar children’s wheeled vehicle or toy propelled by hand or by foot;

„casual employee” means an employee who is employed by the same employer on not more than three days in any week;

„Catering Trade” means the trade in which employers and employees are associated for the purpose of providing meals or refreshments, whether liquid or otherwise, or both meals and such refreshments in or from any establishment, whether permanent, temporary, indoors or in the open air and includes such activities carried on in one or more of the following classes of premises, namely premises—

- (a) which are used as public restaurants, cafés or tea-rooms;
- (b) from which meals or non-alkoholic drinks or both meals and such drinks are supplied;
- (c) in which aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;
- (d) in which or from which the abovementioned activities are carried on in or in connection with any theatre, bioscope, bioscope-tearoom or any other entertainment or function;

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

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

„clerk” means an employee who is engaged in writing, typing or any other form of clerical work and includes a cashier, a telephone operator and an operator of an adding, calculating or punch card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee’s work;

„clerk, female, qualified,” means a female clerk who has had not less than four years’ experience;

„clerk, female, unqualified,” means a female clerk who has had less than four years’ experience;

„clerk, male, qualified,” means a male clerk who has had not less than five years’ experience;

„clerk, male, unqualified,” means a male clerk who has had less than five years’ experience;

„coal” includes coke and charcoal;

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

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

- (i) that section of the trade in which is carried on—
 - (a) the sale or distribution or both by wholesale by manufacturers (including cereal millers) of goods manufactured by them;
 - (b) the sale or distribution or both of the products of a bakehouse from the premises thereof;
 - (c) the sale or distribution or both of stone, gravel, sand, road material or other similar products; or
 - (d) the business of a quarry master;

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

(iii) the Catering Trade;

(iv) the Coal Trade;

(v) the Dairy Trade;

(vi) the Liquid Fuel and Oil Trade;

(vii) the Meat Trade;

(viii) the Motor Garage Trade;

(ix) the Newspaper Publishing Trade;

(x) the Timber Trade;

- „kommissiewerk” enige stelsel waarvolgens ’n handelsreisiger se besoldiging gebaseer word op die getal of die waarde van die bestellings wat hy by sy werkgewer inlewer en wat sy werkgewer aanneem;
- „suiwelprodukte” sonder om die gewone betekenis van die uitdrukking te beperk, room, botter, kaas, karringmelk, afgeroomde melk, afgeskeide melk, plantjiemelk, suurmilk, eiers, heuning en roomys;
- „Suiwelbedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om volmelk te verkoop of te distribueer of te verkoop en/te distribueer en ook om enigeen of al die artikels wat in die omskrywing van suiwelprodukte ingesluit is, te verkoop of te distribueer of te verkoop en te distribueer indien die verkoop of distribusie of die verkoop en distribusie van sodanige artikels saam met die verkoop of distribusie of die verkoop en distribusie van volmelk geskied, en verder omvat dit alle werk wat daarmee in verband staan indien dit deur sodanige werkgewers en werknemers verrig word;
- „afleweringswerknemer, graad A” ’n werknemer wat briewe, boodskappe of goedere deur middel van ’n motoraangedrewe fiets of hulpmotorfiets met ’n motor met vermoë van hoogstens 50 c.c. aflewer of vervoer;
- „afleweringswerknemer, graad B” ’n werknemer wat briewe, boodskappe of goedere te voet of deur middel van ’n fiets, driewieler of ander hand- of voetaangedrewe voertuig aflewer of vervoer;
- „versendingsklerk” ’n werknemer wat verantwoordelik is vir die ontvang van goedere in of vanuit ’n pakhuis of opbergplek of van afdelings vir versending, en wat toesig kan hou oor die pligte van ’n magasyn-assistent of ’n ongekwalifiseerde winkel-assistent in diens in versendingswerk en dit kan nagaan;
- „uitstaller” ’n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die teken, verf, maak of voorbereiding van aanplakbiljette, plakate, agtergronde, décorstukke of venster-, binne- of buite-uitstallings;
- „uitstaller, vrou, gekwalifiseer,” ’n vroulike uitstaller met minstens vier jaar ondervinding;
- „uitstaller, vrou, ongekwalifiseer,” ’n vroulike uitstaller met minder as vier jaar ondervinding;
- „uitstaller, man, gekwalifiseer,” ’n manlike uitstaller met minstens vyf jaar ondervinding;
- „uitstaller, man, ongekwalifiseer,” ’n manlike uitstaller met minder as vyf jaar ondervinding;
- „uitstaller se assistent” ’n werknemer wat, onder die leiding en ooreenkomstig die spesifieke gedetailleerde opdragte van ’n uitstaller een of meer van die volgende werksaamhede verrig:—
- Grondverf aansit volgens buitelyne of ander afgebakende perke wat ’n uitstaller op aanplakbiljette, plakate of ander uitstallings aangedui het;
 - die uitsny of aanmeekaarsit van aanplakbiljette, plakate of ander stof wat décorstukke omvat of ander uitstallings uitmaak wat deur ’n uitstaller ontwerp is;
- „motorvoertuigbestuurder” ’n werknemer wat ’n motorvoertuig bestuur, en vir die toepassing van hierdie woordomskrywing omvat „’n motorvoertuig bestuur” alle tydperke waartydens daar bestuur word en enige tyd deur die bestuurder bestee aan werk in verband met die motorvoertuig of die vrag en alle tydperke waartydens hy verplig is om op sy pos te bly, gereed om te bestuur;
- „noodwerk” enige werk wat weens onvoorsiene omstandighede soos bv. brand, storm, ongeluk, epidemie, gewelddaad of diefstal sonder versuim verrig moet word en enige werk in verband met die proviandering van skepe of met die laai of aflaai van trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens of van voertuie gebruik deur ’n vervoer-kontrakteur in die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens;
- „bedryfsinrigting” enige perseel waarin of in verband waarmee een of meer werknemers in diens is in die Kommersiële Distribusiebedryf;
- „ondervinding” —
- met betrekking tot ’n versteller, ’n werknemer se totale dienstydpark of -tydperke in enige bedryf as ’n versteller, kleremaakster, kleremaker, of fynstopper;
 - met betrekking tot ’n hoedeverteller, ’n werknemer se totale dienstydpark of -tydperke in enige bedryf as ’n hoedeverteller of hoedemaker;
 - met betrekking tot ’n klerk, uitstaller of winkel-assistent, ’n werknemer se totale dienstydpark of -tydperke in enige bedryf of in diens van die Staat as ’n klerk, uitstaller of ’n winklassistent: Met dien verstande—
 - dat enige dienstydpark of -tydperke van langer as drie jaar altesaam in een of twee van hierdie beroepe nie as diens in enige ander van hierdie beroepe gereken word nie;
 - dat enige dienstydpark of -tydperke van ’n werknemer as opsigter, as diens as ’n winklassistent geag word;

- „commission work” means any system under which a traveller’s remuneration is based on the value or number of orders submitted by him to, and accepted by, his employer;
- „dairy produce” means, without limiting the ordinary meaning of the term, cream, butter, cheese, buttermilk, skimmed milk, separated milk, cultured milk, sour milk, eggs, honey and ice cream;
- „Dairy Trade” means the trade in which employers and employees are associated for the purpose of the sale or distribution, or both, of whole milk, and includes the sale or distribution, or both, of any or all of the articles included in the definition of dairy produce if such sale or distribution, or both, is in association with the sale or distribution, or both, of whole milk, and further includes all work incidental thereto if carried on by such employers and employees;
- „delivery employee, grade A,” means an employee who is engaged in delivering or conveying letters, messages or goods by means of a motor-driven or assisted bicycle with an engine of a capacity not exceeding 50 c.c.;
- „delivery employee, grade B,” means an employee who is engaged in delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;
- „despatch clerk” means an employee who is responsible for receiving goods into or from a store or warehouse or from departments for despatch, and who may supervise and check the duties of a store assistant or an unqualified shop assistant employed in despatch work;
- „displayer” means an employee who is wholly or mainly engaged in drawing, painting, making or preparing posters, placards, backgrounds, set-pieces or window, interior or exterior displays;
- „displayer, female, qualified,” means a female displayer who has had not less than four years’ experience;
- „displayer, female unqualified,” means a female displayer who has had less than four years’ experience;
- „displayer, male, qualified,” means a male displayer who has had not less than five years’ experience;
- „displayer, male, unqualified,” means a male displayer who has had less than five years’ experience;
- „displayer’s assistant” means an employee who, under the direction and in accordance with the specific detailed instructions of a displayer, is engaged in any one or more of the following activities:—
- Ground painting to outline or other demarcated limits indicated by a displayer on posters, placards or other displays;
 - cutting out or assembling posters, placards or other materials comprising set pieces or other displays designed by the displayer;
- „driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
- „emergency work” means any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay and any work connected with the provisioning of ships or with the loading or unloading of trucks or vehicles of the South African Railways and Harbours or of vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours;
- „Establishment” means any premises in or in connection with which one or more employees are employed in the Commercial Distributive Trade;
- „experience” means—
- in relation to an alteration hand, the total period or periods of employment which an employee has had in any trade as an alteration hand, dressmaker, tailor or invisible mender;
 - in relation to an alteration milliner, the total period or periods of employment which an employee has had in any trade as an alteration milliner or milliner;
 - in relation to a clerk, displayer or shop assistant, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk, displayer or a shop assistant: Provided—
 - that any period or periods of employment in excess of three years in any one or two of these occupations in the aggregate shall not be reckoned as employment in any other of these occupations;
 - that any period or periods of employment which an employee has had as a supervisor shall be deemed as employment as a shop assistant;

(iii) dat enige dienstydperk of -tydperke van hoogstens twee jaar van 'n werknemer as pakhuis-assistent, as diens as 'n winkelassistent geag word; en

(iv) dat slegs een helfte van 'n werknemer se dienstydperk of -tydperke as deelydse werknemer as diens gereken word as 'n versteller, hoedeversteller, klerk, uitstaller of winkelassistent, na gelang van die geval;

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

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

- (i) met verlof kragtens klousule 6;
- (ii) met siekteverlof kragtens klousule 7;
- (iii) op las of op versoek van sy werkgewer;
- (iv) met die toestemming of kondonering van sy werkgewer; of
- (v) om enige ander rede wat nie 'n verbreking van die dienskontrak meebring nie;
- (vi) terwyl hy militêre opleiding ondergaan;

en wat in enige tydperk van twaalf maande a'tesaam hoogstens tien weke ten opsigte van items (i), (ii), (iii), (iv) en (v) beloop, plus hoogstens drie maande militêre opleiding wat gedurende daardie tydperk van twaalf maande ondergaan is;

„algemene werker” 'n werknemer betrokke by een of meer van onderstaande pligte of werksaamhede:—

- (1) Posseëls plak op briewe, pakkette of ander artikels wat geapos moet word, of 'n handfrankeermasjien bedien;
- (2) gedrukte of klaar geadresseerde etikette plak op bottels, bale, kaste of ander pakke;
- (3) kaste van kasplanke met die hand inmeekaarsit;
- (4) op aflewingsvoertuie behulpsaam wees;
- (5) afvalmetaal opbreek, waarby inbegrepe is afvalmetaal met enige middel in stukke sny;
- (6) goedere dra, skuif of opstapel, uitgesonderd met 'n mobiele hystoestel, of goedere uitpak;
- (7) wiele omruil of lekke heelmaak;
- (8) persele of voertuie, meubels, gerei, filterperse, masjinerie, implemente, gereedskap of ander artikels op sy werkgewer se perseel skoonmaak;
- (9) pluimvee skoonmaak of pluk;
- (10) vis skoonmaak, krap of in mootjies of stukkend sny;
- (11) invordering van kontante in die geval van K.B.A.-verkoopings of aanname van geskrewe bestellings;
- (12) met betrekking tot goedere wat in die bedryfsinrigting verkoop word, papier, monsters, linoleum, gordynstange, ogiesdraad, draad of ander artikels of benodigdhede met die hand sny volgens afgemerkte afmetings;
- (13) aflewingswerknemer, graad B;
- (14) in vate, tenks of ander houers voer of daaruit tap;
- (15) outomatiese of halfoutomatiese masjiene, bewegende vervoerband of platform voer of daarvan af neem;
- (16) bottels of ander houers met die hand of 'n masjien sonder motor vul, of dit van doppies, proppe of etikette voorsien;
- (17) pos opvou of in koeverte plaas;
- (18) eiers volgens grootte gradeer;
- (19) roerende eiendom gedurende die besigheidsure van 'n bedryfsinrigting bewaak;
- (20) voertuie laai of aflaai;
- (21) vuurmaak of vure aan die brand hou of afval of as verwyder;
- (22) tee of dergelike drankte maak vir, of tee of dergelike drankte bedien aan werknemers of sy werkgewer of gaste, of rantsone gaar maak;
- (23) bale, blikke, kaste of ander pakke met die hand merk, brandmerk of sjabloneer;
- (24) afvallood smelt;
- (25) sakke met die hand heelmaak;
- (26) voorafgeveegde of andersins bepaalde bestanddele van diere- of pluimveevoer met die hand meng;
- (27) kaste met die hand toespyker of kaste of kratte heelmaak;
- (28) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (29) deure of vensters of bale, dose of ander pakke oop- of toemaak;
- (30) 'n goederehyser of -hystoestel, uitgesonderd 'n mobiele hystoestel bedien;
- (31) artikels van gelyke getal en grootte pak in houers wat spesiaal vir sulke artikels bedoel is, of artikels of besondere groepe artikels pak in houers wat spesiaal vir sulke artikels of groepe artikels bedoel is of artikels in oop houers pak vir plaaslike aflewering, of vis verpak;
- (32) herhaalde weeg volgens voorafbepaalde gewig of herhaalde meet volgens voorafbepaalde maat;

(iii) that any period or periods of employment not exceeding two years which an employee has had as a store assistant shall be deemed as employment as a shop assistant; and

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

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

and includes in the case of an employee of any of the classes mentioned in (a) to (d), who as an employer performed the work of such class, the total period or periods during which such employee as an employer performed the work of such class: Provided that for the purpose of this definition the expression “employment” shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (i) on leave in terms of clause 6;
- (ii) on sick leave in terms of clause 7;
- (iii) on the instructions or at the request of his employer;
- (iv) with the consent or condonation of his employer;
- (v) for any other reason not being in breach of the contract of employment;
- (vi) undergoing any military training;

amounting in the aggregate in any period of twelve months to not more than ten weeks in respect of items (i), (ii), (iii), (iv) and (v), plus up to three months of any military training undergone in that period of twelve months;

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

- (1) Affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;
- (2) affixing printed or ready addressed labels onto bottles, bales, boxes or other packages;
- (3) assembling boxes from shooks by hand;
- (4) assisting on delivery vehicles;
- (5) breaking up scrap metal, including cutting scrap metal by any means;
- (6) carrying, moving or stacking goods, other than by mobile hoist; or unpacking goods;
- (7) changing wheels or repairing punctures;
- (8) cleaning premises or vehicles, furniture, utensils, filter presses, machinery, implements, tools or other articles, on his employer's premises;
- (9) cleaning or plucking poultry;
- (10) cleaning, scaling, filleting, cutting or slicing fish;
- (11) collecting cash in the case of C.O.D. sales or accepting written orders;
- (12) cutting, by hand to predetermined mark in relation to goods sold in the establishment, paper, samples, linoleum, curtain rods, netting wire, wire or other articles or commodities;
- (13) delivery employee, grade B;
- (14) feeding into or drawing off from vats, tanks or other containers;
- (15) feeding or taking off from automatic or semi-automatic machines, moving belt or platform;
- (16) filling, capping, corking or labelling bottles or other containers by hand or non-power-driven machine;
- (17) folding or enveloping mail;
- (18) grading eggs according to size;
- (19) guarding movable property during the business hours of an establishment;
- (20) loading or unloading vehicles;
- (21) making or maintaining fires or removing refuse or ashes;
- (22) making tea or similar beverages for, or serving tea or similar beverages to, employees or his employer or guests, or cooking rations;
- (23) marking, branding or stencilling bales, tins, boxes or other packages by hand;
- (24) melting scrap lead;
- (25) mending bags or sacks by hand;
- (26) mixing previously weighed or otherwise determined ingredients of animal or poultry foods by hand;
- (27) nailing boxes by hand or repairing boxes or crates;
- (28) oiling or greasing machinery or vehicles, other than motor vehicles;
- (29) opening or closing doors or windows or bales, boxes or other packages;
- (30) operating a goods lift or hoist, other than a mobile hoist;
- (31) packing articles of uniform size and number into containers specially designed to contain such articles, or packing articles or specific groups of articles into containers specially designed to contain such articles or groups of articles, or packing articles into open containers for local delivery, or packing fish;
- (32) repetition weighing to predetermined weight or repetition measuring to predetermined measure;

- (33) riffel- of veselbordde of soortgelyke houers met die hand inmeekaarsit en uitmekaar haal;
- (34) leë sakke, bottels of ander houers sorteer;
- (35) pakke, pakkette of sjablone sorteer of pakkette toedraai;
- (36) bande of drade om kaste sit;
- (37) diere oppas, skoonmaak, voer, inspan of uitspan;
- (38) rubber- of ander stempels gebruik, waar daar geen onderskeidingsvermoë nodig is nie;
- (39) oorpakke, uniforms of beskermende klere was;
- „graad I-werknemer” ’n werknemer wat een of meer van die volgende pligte of werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (1) Fietsmonteur;
- (2) vate toets;
- (3) slegs hoepels om vate sit;
- (4) tenks of vate binnegaan om hulle skoon te maak;
- (5) hyserbediende;
- (6) bediener van ’n mobiele hystoestel;
- (7) ’n draagbare pomp bedien;
- (8) enige kragmasjien bedien wat nie andersins spesifiek in hierdie klousule vermeld word nie;
- (9) pulpfilterbediener;
- (10) in die drankbedryf met die oog of met lig toets;
- (11) hoepels korter maak;

„graad II-werknemer” ’n werknemer wat een of meer van die volgende pligte of werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (1) Adresseermasjienbediener;
- (2) monteur;
- (3) assistent-fietsmonteur;
- (4) sakheelmaker;
- (5) afleweringswerknemer, graad A;
- (6) drywer van ’n dierevoertuig;
- (7) dupliseermasjienbediener;
- (8) verpakker;
- (9) wag;
- (10) vir voorraad afweeg, uitgesonderd ’n algemene werker;

„faktotum” ’n werknemer wat klein herstelwerk of verstellings aan masjinerie, installasie of ander uitrusting wat die eiendom van sy werkgever is, verrig, uitgesonderd goedere waarin hy handel dryf, en wat klein herstelwerkies of vernuwings of onderhoudwerk aan geboue wat deur sy werkgever geokkupeer word, mag verrig;

„stryker” ’n werknemer wat strykwerk verrig;

„wet” ook die gemene reg;

„hyserbediende” ’n werknemer wat ’n passasiershyser bedien;

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

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

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

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

„bestuurder” ’n werknemer wat deur sy werkgever belas is met die algehele—

- (a) toesig oor;
- (b) verantwoordelikheid vir; en
- (c) bestuur van;

die werksaamhede van ’n bedryfsinrigting en die werknemers daarby betrokke;

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

„Vleisbedryf” —

- (a) die slag van lewende hawe;
- (b) die hantering, voorbereiding, preservering, verkoop of verspreiding van vleis deur alle ondernemings—
 - (i) ten opsigte waarvan ’n groot- of kleinhandel-slagterslisensie ingevolge item 7 van Deel I van die Tweede Bylae van die Licenties Konsolidatiewet, 1925, vereis word; of
 - (ii) wat, omrede hulle sake doen op ’n publieke of munisipale mark, as gevolg van die bepalings van paragraaf (b) van die vrystellings in die genoemde item van die betrokke Bylae, nie verplig is om sodanige lisensie te hou nie; of
 - (iii) wat uitgeoefen word in of vanaf persele waarheen die publiek uitgenooi word vir die doel om vleis te koop en van wie dit ingevolge artikel *een-en-twintig* van Proklamasie No. 265 van 1945, gepubliseer kragtens artikel *twee-en-twintig* van die Bemerkingswet, 1937 (Wet No. 26 van 1937), vereis word om by die Raad van Beheer oor die Vee- en Vleisnywerhede geregistreer te wees;

en omvat alle handelinge wat met so ’n onderneming of met die slag van lewende hawe in verband staan of daaruit voortspruit;

- (33) setting-up or dismantling, by hand, corrugated or fibre board boxes or similar containers;
- (34) sorting empty bags, bottles or other containers;
- (35) sorting packages, parcels or stencils or wrapping parcels;
- (36) strapping or wiring boxes;
- (37) tending, cleaning, feeding, harnessing or unharnessing animals;
- (38) using rubber or other stamps, involving no discretion;
- (39) washing overalls, uniforms or protective clothing;

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

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

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

- (1) Addressograph operator;
- (2) assembler;
- (3) assistant bicycle assembler;
- (4) bag mender;
- (5) delivery employee, grade A;
- (6) driver of an animal-drawn vehicle;
- (7) duplicating machine operator;
- (8) packer;
- (9) watchman;
- (10) weighing up for stock, other than a general worker;

„handyman” means an employee who is engaged in making minor repairs or adjustments to machinery, plant or other equipment being the property of his employer, other than goods dealt in by him, and who may effect minor repairs or renovations to or maintenance work on buildings occupied by his employer;

„ironer” means an employee who is engaged in ironing;

„law” includes the common law;

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

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

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

and includes all operations incidental thereto or consequent thereon;

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

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

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

the activities of an establishment and the employees engaged therein;

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

„Meat Trade” means—

- (a) the slaughtering of livestock;
- (b) the handling, preparation, preservation, sale or distribution of meat by all undertakings—

(i) in respect of which is required a wholesale or retail butcher’s licence in terms of item 7 of Part I of the Second Schedule to the Licences Consolidation Act, 1925; or

(ii) which, by reason of their carrying on operations at a public or municipal market are, by the provisions of paragraph (b) of the exemptions from the requirements of the said Item of the said Schedule, not required to hold such licence; or

(iii) which are conducted in or from premises to which persons are invited for the purpose of purchasing meat and which in terms of section *twenty-one* of Proclamation No. 265 of 1945 published under section *twenty-two* of the Marketing Act, 1937 (Act No. 26 of 1937) is required to be registered with the Livestock and Meat Industries Control Board;

and includes all operations incidental to such undertakings or the slaughtering of livestock, or consequent thereon;

„militêre opleiding” die ononderbroke opleiding wat ’n werknemer verplig is om te ondergaan ingevolge artikel *een-en-twintig* (1), gelees met subartikels (1) en (2) van artikel *twee-en-twintig*, van die Verdedigingswet, 1957, maar omvat nie enige opleiding wat hy mag verkies om te ondergaan ingevolge artikel *drie-en-twintig* van genoemde Wet of enige ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„bediener van mobiele hystoestel” ’n werknemer wat ’n mobiele kraghystoestel wat gebruik word vir die laai, aflaai, verskuiwing of opstapelning van goedere, bedien;

„maandelikse werknemer” ’n werknemer wat by die maand besoldig word;

„Motorgaragebedryf” die besigheid wat gedryf word deur ’n werkgever in ’n winkel—

(a) ten opsigte waarvan dit van hom vereis word om ’n motorgaragelisenis ingevolge item 15 van Deel I van die Tweede Bylae van die Licenties Konsolidatie Wet, 1925, te hou, afgesien daarvan of daar van hom vereis word om ’n algemene handelaarslisenis ingevolge item 11 van Deel I van die Tweede Bylae van genoemde Wet te hou al dan nie ten opsigte van genoemde besigheid op dieselfde perseel—’n besigheid waarin die werkgever uitsluitlik of hoofsaaklik een of meer van al die volgende artikels of ware verkoop, naamlik motorvoertuie, toebehorens vir motorvoertuie, onderdele en reserwedele vir motorvoertuie, nuut al dan nie, of petrol of olie;

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

(c) waarin of waaruit hy gebruikte reserwedele, verkry van gebruikte voertuie wat hy uitmekaar gehaal het, verkoop, afgesien daarvan of sulke gebruikte reserwedele alleen verkoop word of tesame met nuwe reserwedele of toebehorens, al dan nie;

„motorvoertuig” uitgesonderd in die woordomsrywings „chauffeur” en „handelsreisiger se bediende”, enige kragvoertuig met ’n masjienervermoë van meer as 50 c.c. gebruik vir die vervoer van goedere en omvat ’n voorhaker maar omvat nie ’n mobiele hystoestel nie;

„Nuusbladuitgewersbedryf” die bedryf ten opsigte waarvan ’n werkgever ’n nuusbladuitgewerslisenis ingevolge Item No. 5 van die Eerste Bylae van die Licenties Konsolidatie Wet, 1925, moet besit;

„buitewinkelassistent” ’n werknemer wat vir en namens ’n kleinhandelbedryfsinrigting gedurende die gewone werkure in klousule 5 vir ’n winkelassistent voorgeskryf van kantoor tot kantoor of van private huis tot private huis gaan om bestellings van persone te vra, of te werf vir die verskaffing van goedere aan hulle vir hulle eie gebruik of verbruik, en wat geld namens sy bedryfsinrigting kan insamel;

„verpakker” ’n werknemer wat goedere vir vervoer of aflewering verpak, uitgesonderd die verpakking in die woordomskrywing „algemeen werker” vermeld;

„deeltidse werknemer” ’n versteller, hoedeversteller, klerk, uitstaller of ’n winkelassistent wat as sodanig by die week of maand in diens is vir hoogstens vier-en-twintig gewone werkure in ’n week;

„deeltidse motorvoertuigbestuurder” ’n werknemer wat gewoonlik ander werksaamhede verrig as die bestuur van ’n motorvoertuig, maar wat op meer as twee dae in ’n week ’n motorvoertuig bestuur vir altesaam hoogstens drie uur op enige sodanige dag, en vir die toepassing van hierdie woordomskrywing omvat die uitdrukking „motorvoertuig bestuur” alle tydperke waarin daar bestuur word en enige tyd wat die bestuurder aan werk in verband met die voertuig of die vrag bestee terwyl hy in beheer van die voertuig is;

„stukwerk” ’n enige stelsel waarvolgens ’n werknemer se besoldiging gebaseer word op die hoeveelheid werk verrig;

„versorger-bestellingnemer” ’n werknemer wat uitsluitlik of hoofsaaklik implemente, masjienerie, uitrusting of toestelle van sy werkgever se klante olie, smeer, skoonmaak of stel, en wat daarbenewens—

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

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

(c) geld kan invorder;

„versorger-bestellingnemer, gekwalifiseer,” ’n versorger-bestellingnemer met minstens vier jaar ondervinding;

„versorger-bestellingnemer, ongekwalifiseer,” ’n versorger-bestellingnemer met minder as vier jaar ondervinding;

„winkel”—

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

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

„military training” means the continuous training which an employee is required to undergo in terms of section *twenty-one* (1), read with sub-sections (1) and (2) of section *twenty-two* of the Defence Act, 1957, but does not include any training which he may elect to undergo in terms of section *twenty-three* of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

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

„monthly employee” means an employee who is paid by the month;

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

(a) in respect of which he is required to hold a motor garage licence under item 15 of Part I of the Second Schedule to the Licences Consolidation Act, 1925, whether or not he is also required to hold a general dealer’s licence under item 11 of Part I of the Second Schedule to the said Act in respect of the said business on the same premises and in which business the employer is wholly or mainly engaged in selling one or more or all of the following articles or commodities, namely, motor vehicles, motor vehicle accessories, parts or spares, whether new or not, or petrol or oil;

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

(c) in which or from which he sells used spare parts obtained from used motor vehicles broken up by him, whether or not such used spare parts are sold alone or in conjunction with new spare parts or accessories;

„motor vehicle”, except in the definitions “chauffeur” and “traveller’s assistant”, means any power-driven vehicle with an engine capacity exceeding 50 c.c. used for conveying goods and includes a mechanical horse but does not include a mobile hoist;

„Newspaper Publishing Trade” means the trade carried on by an employer in respect of which he is required to hold a newspaper publisher’s licence under item No. 5 of the First Schedule to the Licences Consolidation Act, 1925;

„outside shop assistant” means an employee who, for and on behalf of a retail establishment, is engaged, during the ordinary hours of work prescribed for a shop assistant in clause 5, in an office-to-office or private house-to-house round, inviting, soliciting or canvassing orders from persons for the supply of goods for their own use or consumption and who may collect money on behalf of his establishment;

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

„part-time employee” means an alteration hand, alteration milliner, clerk, displayer or a shop assistant who is employed as such by the week or month for not more than twenty-four ordinary hours of work in any week;

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

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

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

(a) take orders for the supply of any such implements, machinery, equipment or appliances or accessories or material for use in connection with such implements, machinery, equipment or appliances;

(b) repair any such implements, machinery, equipment or appliances on the customer’s premises; or

(c) collect money;

„service supply salesman, qualified,” means a service supply salesman who has had not less than four years’ experience;

„service supply salesman, unqualified,” means a service supply salesman who has had less than four years’ experience;

„shop” means—

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

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

- (c) enige perseel waarin goedere in voorraad gehou word en vanwaar groothandelbestellings uitgevoer word vir die lewering van sulke goedere aan klante vir herverkoop of andersins;
- (d) enige perseel waarin goedere in voorraad gehou word en vanwaar kleinhandelbestellings vir die lewering van sulke goedere uitgevoer word;

maar dit sluit nie persele of enige gedeelte van persele in nie waarin goedere vervaardig word of in enige gedeelte waarvan sodanige goedere deur die fabrikant in voorraad gehou word in afwagting van die verkoop of versending daarvan deur sodanige fabrikant aan die kopers daarvan;

„winklassistent” ’n werknemer wat een of meer van die volgende pligte vervul, naamlik—

- (a) klante in ’n bedryfsinrigting bedien;
- (b) goedere uitstal;
- (c) voorraad hou en beheer; of
- (d) bestellings opmaak;

en omvat ’n demonstrateur, ’n versendingsklerk, ’n buitewinklassistent, ’n pakhuisman, ’n winkelspeurder en ’n kaartjieskrywer; en vir die toepassing van hierdie woordomsnywing beteken die uitdrukking „bestellings opmaak” die byeenbring van goedere—

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

„winklassistent, vrou, gekwalifiseer,” ’n vroulike winklassistent met minstens vier jaar ondervinding;

„winklassistent, vrou, ongekwalifiseer,” ’n vroulike winklassistent met minder as vier jaar ondervinding;

„winklassistent, man, gekwalifiseer,” ’n manlike winklassistent met minstens vyf jaar ondervinding;

„winklassistent, man, ongekwalifiseer,” ’n manlike winklassistent met minder as vyf jaar ondervinding;

„pakhuisassistent” ’n werknemer wat in enige gedeelte van ’n bedryfsinrigting waartoe klante normaalweg nie toegang het nie en wat onder die toesig van en onderworpe aan nagaan deur ’n winklassistent of versendingsklerk, goedere versamel of versend, en wat goedere vir versending of aflewering kan verpak of weeg of pakke merk of adresseer of goedere ontvang wat by die bedryfsinrigting afgelewer word, en vir die toepassing van hierdie woordomsnywing beteken die uitdrukking „goedere versamel” die byeenbring van goedere ooreenkomstig ’n skriftelike bestelling, lys of opdrag en kan die gee van mondelinge bestellings aan ’n algemene werker om sulke goedere te gaan haal, te dra, te laai of op te stapel, insluit;

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

„pakhuisman” ’n werknemer wat in beheer is van voorrade en wat verantwoordelik is vir die ontvang, opberging, versameling, verpakking of uitpak van goedere in ’n pakhuis of opbergplek en vir die aflewering van goedere vanuit ’n pakhuis of opbergplek aan afdelings of vir versending;

„verblyftoelae” ’n toelae wat bedoel is om die addisionele lewenskoste te bestry wat ’n werknemer omrede sy afwesigheid van sy huis of woonplek aangaan;

„opsigter” ’n werknemer in toesighoudende beheer van minstens ses winklassistente en wat verantwoordelik is daarvoor dat hulle hul pligte behoortlik nakom;

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

„sleepwa” enige vervoermiddel wat deur ’n motorvoertuig getrek word;

„handelsreisiger” ’n werknemer, uitgesonderd ’n buitewinklassistent of ’n versorger-bestellingnemer, wat as ’n reisende verteenwoordiger van ’n bedryfsinrigting en namens sodanige bedryfsinrigting bestellings vra of weif;

„handelsreisiger, gekwalifiseer,” ’n handelsreisiger met minstens vier jaar ondervinding;

„handelsreisiger, ongekwalifiseer,” ’n handelsreisiger met minder as vier jaar ondervinding;

„handelsreisiger se bediende” ’n werknemer wat ’n handelsreisiger vergesel en hom help met die inpak, uitpak of uitstal van sy monsters en wat die motorvoertuig wat die handelsreisiger gebruik in die uitvoering van sy pligte, kan bestuur;

„uniform” enige kledingstuk of kledingstukke van ’n bepaalde kleur of ontwerp;

„onbelaste gewig” die gewig van enige motorvoertuig of sleepwa soos aangeteken in ’n lisensie of sertifikaat uitgereik ten opsigte van sodanige motorvoertuig of sleepwa deur enige owerheid by wet gemagtig om lisensies ten opsigte van motorvoertuie uit te reik; Met dien verstande dat in die geval van ’n twee- of driewielmotorfiets, bromponie of bromfiets of fiets wat uitgerus is met ’n hulpmasjien met ’n masjienvermoë van meer as 30 c.c., die onbelaste gewig geag word hoogstens 1,000 lb. te wees;

(c) any premises in which goods are stocked and from which wholesale orders are executed for the supply of such goods to customers whether for re-sale or otherwise;

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

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

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

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

and includes a demonstrator, a despatch clerk, an outside shop assistant, a storeman, a store detective and a ticket writer; and for the purpose of this definition the expression „assembling orders” means the bringing together of goods—

(i) by an employee engaged in executing customers’ orders in any portion of an establishment to which customers normally have access; or

(ii) elsewhere that in any portion of an establishment referred to in (i), where this involves a discretion in the selection of the goods according to quality or the customer’s description;

„shop assistant, female, qualified,” means a female shop assistant who has had not less than four years’ experience;

„shop assistant, female, unqualified,” means a female shop assistant who has had less than four years’ experience;

„shop assistant, male, qualified,” means a male shop assistant who has had not less than five years’ experience;

„shop assistant, male, unqualified,” means a male shop assistant who has had less than five years’ experience;

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

„store detective” means an employee who during hours of business keeps watch on the goods within an establishment for pilfering, who follows the movements of any suspected persons, who detains and interrogates such persons and who investigates the circumstances;

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

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

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

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

„trailer” means any conveyance drawn by a motor vehicle;

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

„traveller, qualified,” means a traveller who has had not less than four years’ experience;

„traveller, unqualified,” means a traveller who has had less than four years’ experience;

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

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

„unladen weight” means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three wheeled motor cycle, motor scooter or auticycle or cycle fitted with an auxiliary engine with an engine capacity exceeding 30 c.c. the unladen weight shall be deemed not to exceed 1,000 lb.;

„loon” die bedrag betaalbaar aan ’n werknemer ingevolge klousule 3 (1) ten opsigte van sy gewone werkure soos voorgeskryf in klousule 5: Met dien verstande dat indien ’n werkgever ’n werknemer gereeld ten opsigte van sodanige gewone werkure ’n bedrag betaal wat hoër is as die voorgeskryf in klousule 3 (1), dit sodanige hoër bedrag beteken; „wag” ’n werknemer, uitgesonderd ’n algemene werker, wat persele of ander vaste of roerende eiendom bewaak; „weklike werknemer” ’n werknemer wat by die week betaal word.

(2) Vir die toepassing van hierdie Vasstelling word ’n werknemer geag in die klas te val waarin hy uitsluitlik of hoofsaaklik in diens is.

3. BESOLDIGING.

(1) Die minimum loon wat ’n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:—

(a) Werknemers uitgesonderd die in (b) en (c) genoem—

(i)

“wage” means the amount of money payable to an employee in terms of clause 3 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3 (1), it means such higher amount;

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

“weekly employee” means an employee who is paid by the week.

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

3. REMUNERATION.

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

	In alle gebiede.	
	Per maand.	Per week.
Versteller } gekwalifiseer.....	R c 68.00	R c 15.69
Hoedeversteller } ongekwalifiseer—		
Versteller } gedurende eerste jaar ondervinding.....	37.00	8.54
Hoedeversteller } gedurende tweede jaar ondervinding.....	44.75	10.32½
gedurende derde jaar ondervinding.....	52.50	12.12
gedurende vierde jaar ondervinding.....	60.25	13.90
Chauffeur.....	41.17	9.50
Klerk, vrou } gekwalifiseer.....	68.00	15.69
Winklassistent, vrou } ongekwalifiseer—		
Klerk, vrou } gedurende eerste jaar ondervinding.....	37.00	8.54
Winklassistent, vrou } gedurende tweede jaar ondervinding.....	44.75	10.32½
gedurende derde jaar ondervinding.....	52.50	12.12
gedurende vierde jaar ondervinding.....	60.25	13.90
Klerk, man } gekwalifiseer.....	100.00	23.07½
Winklassistent, man } ongekwalifiseer—		
Klerk, man } gedurende eerste jaar ondervinding.....	40.00	9.23
Winklassistent, man } gedurende tweede jaar ondervinding.....	52.00	12.00
gedurende derde jaar ondervinding.....	64.00	14.77
gedurende vierde jaar ondervinding.....	76.00	17.55
gedurende vyfde jaar ondervinding.....	88.00	20.31
Uitstaller, vrou, gekwalifiseer.....	72.00	16.62
Uitstaller, vrou, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	40.00	9.23
Gedurende tweede jaar ondervinding.....	48.00	11.07½
gedurende derde jaar ondervinding.....	56.00	12.92½
gedurende vierde jaar ondervinding.....	64.00	14.77
Uitstaller, man, gekwalifiseer.....	105.00	24.23
Uitstaller, man, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	45.00	10.38
gedurende tweede jaar ondervinding.....	57.00	13.16
gedurende derde jaar ondervinding.....	69.00	15.92½
gedurende vierde jaar ondervinding.....	81.00	18.69
gedurende vyfde jaar ondervinding.....	93.00	21.47
Bestuurder van ’n motorvoertuig, uitgesonderd ’n stoomwa, waarvan die onbelaste gewig tesame met die onbelaste gewig van enige sleepwa of sleepwaens deur sodanige voertuig getrek—		
(i) nie 1,000 lb. te bowe gaan nie.....	39.00	9.00
(ii) 1,000 lb. maar nie 6,000 lb. te bowe gaan nie.....	55.90	12.90
(iii) 6,000 lb. maar nie 10,000 lb. te bowe gaan nie.....	68.03	15.70
(iv) 10,000 lb. te bowe gaan.....	90.13	20.80
Stoomwadywer.....	94.47	21.80
Faktotum.....	71.50	16.50
Deeltydse motorvoertuigbestuurder.....	39.00	9.00
Versorger-bestellingnemer, gekwalifiseer.....	120.00	27.69
Versorger-bestellingnemer, ongekwalifiseer—		
Gedurende eerste jaar ondervinding.....	80.00	18.46
Gedurende tweede jaar ondervinding.....	90.00	20.77
gedurende derde jaar ondervinding.....	100.00	23.07½
gedurende vierde jaar ondervinding.....	110.00	25.38
Opsigter, vrou.....	77.00	18.78
Opsigter, man.....	110.00	25.38
Handelsreisiger, vrou, gekwalifiseer.....	110.00	25.38
Handelsreisiger, vrou, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	70.00	16.15
gedurende tweede jaar ondervinding.....	80.00	18.46
gedurende derde jaar ondervinding.....	90.00	20.77
gedurende vierde jaar ondervinding.....	100.00	23.07½
Handelsreisiger, man, gekwalifiseer.....	140.00	32.31
Handelsreisiger, man, ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	100.00	23.07½
gedurende tweede jaar ondervinding.....	110.00	25.38
gedurende derde jaar ondervinding.....	120.00	27.69
gedurende vierde jaar ondervinding.....	130.00	30.00
Handelsreisiger se bediende—Ingeval die motorvoertuig gebruik deur die handelsreisiger wat deur die handelsreisiger se bediende vergesel word, ’n onbelaste gewig van—		
onder 4,000 lb. het.....	41.17	9.50
4,000 lb. of meer het.....	46.15	10.65

(ii)	In die landdrosdistrikte Bellville, die Kaap, Johan- nesburg, Simonstad en Wynberg.		In die munisipale gebiede van Bloemfontein, Oos- Londen, Klerksdorp, Pinetown en Welkom.		In die munisipale gebied van Pietermaritzburg.		In alle ander gebiede.	
	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.	Per maand.	Per week.
	R c	R c	R c	R c	R c	R c	R c	R c
Uitstaller se assistent.....	36.83	8.50	31.63	7.30	30.33	7.00	34.23	7.90
Algemene werker, vrou.....	28.60	6.60	24.48	5.65	23.40	5.40	26.43	6.10
Algemene werker, man— onder die ouderdom van 18 jaar.....	26.87	6.20	22.97	5.30	21.67	5.00	24.92	5.75
18 jaar of ouer.....	35.75	8.25	30.55	7.05	29.25	6.75	33.15	7.65
Graad I-werknemer.....	40.52	9.35	35.32	8.15	34.02	7.85	37.92	8.75
Graad II-werknemer.....	37.92	8.75	32.72	7.55	31.42	7.25	35.32	8.15
Stryker.....	36.83	8.50	31.63	7.30	30.33	7.00	34.23	7.90
Pakhuisassistent.....	46.58	10.75	41.38	9.55	40.08	9.25	43.98	10.15
Werknemer wat nie elders in hierdie subklousule spesifiek vermeld word nie.....	37.92	8.75	32.72	7.55	31.42	7.25	35.32	8.15

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

(i)

	In all areas.	
	Per month.	Per week.
	R c	R c
Alteration hand } qualified.....	68.00	15.69
Alteration milliner } unqualified—		
Alteration hand } unqualified—		
Alteration milliner } unqualified—		
during first year of experience.....	37.00	8.54
during second year of experience.....	44.75	10.32½
during third year of experience.....	52.50	12.12
during fourth year of experience.....	60.25	13.90
Chauffeur.....	41.17	9.50
Clerk, female } qualified.....	68.00	15.69
Shop assistant, female } unqualified—		
Clerk, female } unqualified—		
Shop assistant, female } unqualified—		
during first year of experience.....	37.00	8.54
during second year of experience.....	44.75	10.32½
during third year of experience.....	52.50	12.12
during fourth year of experience.....	60.25	13.90
Clerk, male } qualified.....	100.00	23.07½
Shop assistant, male } unqualified—		
Clerk, male } unqualified—		
Shop assistant, male } unqualified—		
during first year of experience.....	40.00	9.23
during second year of experience.....	52.00	12.00
during third year of experience.....	64.00	14.77
during fourth year of experience.....	76.00	17.55
during fifth year of experience.....	88.00	20.31
Displayer, female, qualified.....	72.00	16.62
Displayer, female unqualified—		
during first year of experience.....	40.00	9.23
during second year of experience.....	48.00	11.07½
during third year of experience.....	56.00	12.92½
during fourth year of experience.....	64.00	14.77
Displayer, male, qualified.....	105.00	24.23
Displayer, male, unqualified—		
during first year of experience.....	45.00	10.38
during second year of experience.....	57.00	13.16
during third year of experience.....	69.00	15.92½
during fourth year of experience.....	81.00	18.69
during fifth year of experience.....	93.00	21.47
Driver of a motor vehicle, other than a steam wagon, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicle—		
(i) does not exceed 1,000 lb.....	39.00	9.00
(ii) exceeds 1,000 lb. but not 6,000 lb.....	55.90	12.90
(iii) exceeds 6,000 lb. but not 10,000 lb.....	68.03	15.70
(iv) exceeds 10,000 lb.....	90.13	20.80
Driver of a steam wagon.....	94.47	21.80
Handyman.....	71.50	16.50
Part-time driver of a motor vehicle.....	39.00	9.00
Service supply salesman, qualified.....	120.00	27.69
Service supply salesman, unqualified—		
during first year of experience.....	80.00	18.46
during second year of experience.....	90.00	20.77
during third year of experience.....	100.00	23.07½
during fourth year of experience.....	110.00	25.38
Supervisor, female.....	77.00	18.78
Supervisor, male.....	110.00	25.38
Traveller, female, qualified.....	110.00	25.38
Traveller, female, unqualified—		
during first year of experience.....	70.00	16.15
during second year of experience.....	80.00	18.46
during third year of experience.....	90.00	20.77
during fourth year of experience.....	100.00	23.07½
Traveller, male, qualified.....	140.00	32.31
Traveller, male, unqualified—		
during first year of experience.....	100.00	23.07½
during second year of experience.....	110.00	25.38
during third year of experience.....	120.00	27.69
during fourth year of experience.....	130.00	30.00
Traveller's assistant—		
Where the motor vehicle used by the traveller whom the traveller's assistant accompanies has an unladen weight of—		
Under 4,000 lb.....	41.17	9.50
4,000 lb. or more.....	46.15	10.65

(ii)

	In the magisterial districts of Bellville, the Cape, Johannesburg, Simons-town and Wynberg.		In the municipal areas of Bloemfontein, East London, Klerksdorp, Pinetown and Welkom.		In the municipal area of Pietermaritzburg.		In all other areas.	
	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.	Per month.	Per week.
Displayer's assistant.....	R c 36.83	R c 8.50	R c 31.63	R c 7.30	R c 30.33	R c 7.00	R c 34.23	R c 7.90
General worker, female.....	28.60	6.60	24.48	5.65	23.40	5.40	26.43	6.10
General worker, male—								
under 18 years of age.....	26.87	6.20	22.97	5.30	21.67	5.00	24.92	5.75
18 years of age or over.....	35.75	8.25	30.55	7.05	29.25	6.75	33.15	7.65
Grade I employee.....	40.52	9.35	35.32	8.15	34.02	7.85	37.92	8.75
Grade II employee.....	37.92	8.75	32.72	7.55	31.42	7.25	35.32	8.15
Ironer.....	36.83	8.50	31.63	7.30	30.33	7.00	34.23	7.90
Store assistant.....	46.58	10.75	41.38	9.55	40.08	9.25	43.98	10.15
Employee not elsewhere in this sub-clause specifically mentioned.....	37.92	8.75	32.72	7.55	32.41	7.25	35.32	8.15

(b) *Los werknemer.*—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as wat van die los werknemer vereis word om te doen: Met dien verstande dat waar die werkgewer van 'n los werknemer vereis om die werk van 'n klas werknemer vir wie lone op 'n stygende skaal voorgeskryf word, te verrig, die uitdrukking „weekloon” die weekloon beteken wat voorgeskryf is vir 'n gekwalifiseerde werknemer van dié klas, en voorts met dien verstande dat waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende uur op enige dag te werk, sy loon met vyftig persent verminder kan word.

(c) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens sestig persent van die loon voorgeskryf vir 'n werknemer van dieselfde klas en geslag en met dieselfde ondervinding betaal word, met die nodige inagneming van die woordomskriving „ondervinding”.

(2) *Kontraktbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n wekelikse basis, en, behoudens die bepalings van klousule 4 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat voorgeskryf is in subklousule (1) geles met subklousule (3), vir 'n werknemer van sy klas in die gebied waarin hy werk, hetsy hy in die week die maksimum getal gewone werkure van toepassing op hom ingevolge klousule 5 of minder gewerk het.

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

- (a) 'n loon hoër as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf is, moet sodanige werknemer ten opsigte van dié dag soos volg betaal:—

- (i) In die geval in paragraaf (a) genoem, minstens die dagloon bereken teen die hoër skaal; en
- (ii) in die geval in paragraaf (b) genoem, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

- (i) die bepalings van hierdie subklousule nie van toepassing is waar die verskil tussen klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag gebaseer is nie;
- (ii) tensy uitdruklik anders in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer bepaal, niks in hierdie Vastelling so vertolk moet word dat dit 'n werkgewer verhoed om van 'n werknemer te vereis om werk van 'n ander klas te verrig, naamlik van 'n klas waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is;
- (iii) hierdie subklousule nie van toepassing is op 'n winkel-assistent wat die werk van 'n uitstaller verrig nie;
- (iv) indien daar van 'n deeltydse werknemer vereis word om die werk van sodanige ander klas aldus te verrig, hy op minstens sestig persent van die loon van 'n voltydse werknemer van sy klas geregtig is.

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

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

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

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

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

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

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

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

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

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

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

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

Provided—

- (i) that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- (ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee;
- (iii) that this sub-clause shall not apply to a shop assistant who does the work of a dispenser;
- (iv) that if a part-time employee is required so to do the work of such another class, his entitlement shall be not less than sixty per cent of that of a full-time employee of his class.

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

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

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

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

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

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

- (a) 'n handelsreisiger of 'n versorger-bestellingnemer wat van sy werkgewer se motorvervoer gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer hom al die redelike onkoste deur hom aangegaan in verband met sodanige vervoer in die uitvoering van sy pligte, vergoed, en vir die toepassing van hierdie subklousule word die koste van die stalling van 'n motorvoertuig in 'n garage oornag vervoerkoste geag te wees;
- (b) 'n handelsreisiger of 'n versorger-bestellingnemer van wie vereis word om motorvervoer te verskaf vir die uitvoering van sy pligte, moet sy werkgewer hom vir elke myl, in die uitvoering van sy pligte gereis, 'n vervoertoelae betaal van minstens die volgende:—
- (i) Waar die perdekrag van die voertuig waarin die werknemer aldus gereis het, nie 14 te bowe gaan nie: 6 sent;
 - (ii) waar die perdekrag van sodanige voertuig 14 maar nie 21 te bowe gaan nie: 7½ sent;
 - (iii) waar die perdekrag van sodanige voertuig 21 te bowe gaan: 10 sent.

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

- (a) 'n handelsreisiger of 'n versorger-bestellingnemer wat op enige reis wat onderneem word in die uitvoering van sy pligte, 'n tydperk van langer as ses agtereenvolgende uur van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer hom—
- (i) vergoed vir alle onkoste redelikerwys deur hom aangegaan vir enige etes en tee vir homself gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie;
 - (ii) 'n verblyftoelae betaal van minstens R3 vir elke nag ingeval sodanige afwesigheid oor een of meer nagte strek;
- (b) 'n handelsreisiger se bediende of 'n algemene werker wat, wanneer hy 'n handelsreisiger of 'n versorger-bestellingnemer vergesel op enige reis deur die handelsreisiger of die versorger-bestellingnemer onderneem in die uitvoering van sy pligte, 'n tydperk van langer as ses agtereenvolgende uur van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer—
- (i) hom vergoed vir alle onkoste wat hy redelikerwys aangaan vir enige etes en tee vir homself gedurende elke sodanige tydperk van afwesigheid, wat nie oor 'n nag strek nie;
 - (ii) hom 'n verblyftoelae betaal van minstens R0.80 vir elke nag waar sodanige afwesigheid oor een of meer nagte strek:

Met dien verstande dat vir die toepassing van hierdie subklousule die uitdrukking „nag” die tydperk beteken tussen 11 uur nm. en 4 uur vm.

(7) (a) Enige toelaes en koste betaalbaar aan 'n werknemer ingevolge subklousules (5) en (6) moet deur 'n werkgewer binne sewe dae vanaf die werknemer se skriftelike eis daarvoor, betaal word: Met dien verstande dat 'n werknemer sodanige eise binne een maand vanaf die datum waarop hy daarop geregtig geword het, moet indien, maar dat hy hoogstens een eis in enige enkele week mag indien.

(b) 'n Werkgewer mag van sy handelsreisiger of versorger-bestellingnemer vereis om enige eis so op te stel dat dit die volgende sal weergee:—

- (i) Ten opsigte van enige eis ingevolge subklousule (5) (a), die wyse waarop daar gereis is en die vervoerkoste aangegaan of die aard van enige ander koste waarvoor terugbetaling geëis word;
- (ii) ten opsigte van enige eis ingevolge subklousule 5 (b), die mylafstand elke dag gereis, die aandoenplekke en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
- (iii) ten opsigte van enige eis ingevolge subklousule (6), die tye waarop elke tydperk van afwesigheid begin en geëindig het;

en om sodanige werknemer in staat te stel om aan sodanige vereiste te voldoen, moet sy werkgewer, voordat so 'n werknemer sodanige reis onderneem, hom van 'n geskikte boek of vorms voorsien waarin of waarop geskikte aantekeninge gehou kan word.

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

(9) *Verhogingsdatum.*—Indien 'n werknemer ingevolge subklousule (1) voor of op die vyftiende dag van die maand op 'n verhoging geregtig word, word daar geag dat sodanige verhoging hom toeval op die eerste dag van die maand, maar as hy na die vyftiende dag van die maand op die verhoging geregtig word, word daar gereken dat dit hom op die eerste dag van die eersvolgende maand toeval.

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

- (a) a traveller or a service supply salesman who uses his employer's motor transport or who is required to travel by train or any other means of conveyance than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purpose of this sub-clause the cost of overnight garaging of motor transport shall be deemed to be a transport expense;
- (b) a traveller or a service supply salesman who is required to provide motor transport for the performance of his duties, his employer shall pay him a transport allowance for each mile travelled in the performance of his duties of not less than—
- (i) where the horse power of the vehicle in which the employee so travelled does not exceed 14: 6 cents;
 - (ii) where the horse power of such vehicle exceeds 14 but not 21: 7½ cents;
 - (iii) where the horse power of such vehicle exceeds 21: 10 cents.

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

- (a) a traveller or a service supply salesman who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than R3.00 for each night where such absence extends over one or more nights;
- (b) a traveller's assistant or a general worker who, accompanying a traveller or a service supply salesman on any journey undertaken by the traveller or the service supply salesman in the performance of his duties, is absent from the place of his residence and his employer's establishment for any period in excess of six consecutive hours, his employer shall—
- (i) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
 - (ii) pay him a subsistence allowance of not less than R0.80 for each night where such absence extends over one or more nights;

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

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

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

- (i) in respect of any claim in terms of sub-clause (5) (a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
- (ii) in respect of any claim in terms of sub-clause (5) (b), the mileage travelled each day, the points of call and, except in municipal areas, the route followed;
- (iii) in respect of any claim in terms of sub-clause (6), the times of commencement and ending of each period of absence;

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

(8) *Bicycle Allowance.*—An employer who requires or permits an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than R0.40 per week, or, if he is a casual employee, not less than R0.08 per day.

(9) *Incremental Date.*—Where an employee in terms of sub-clause (1) becomes entitled to an increment on or before the fifteenth 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 fifteenth day of the month the increment shall be deemed to accrue on the first day of the next succeeding month.

4. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd los werknemers.*—Behoudens die bepaling van klousules 3 (7) en 6 (4), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks of maandeliks in kontant, of, indien die werknemer en werkgewer daartoe ooreengekom het, per tjek gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer of by diensbeëindiging betaal word indien dit plaasvind voor die gewone betaaldag, en sodanige bedrag moet ingesluit wees in 'n verseëelde koevert of houer, waarop die volgende aangeteken moet wees of wat van 'n staat vergesel moet gaan waarop die volgende aangetoon word:—

- (a) Die werkgewer se naam;
- (b) die werknemer se naam of betaalstaatsnommer, indien daar een is, en sy beroep;
- (c) die getal oortydure deur die werknemer gewerk;
- (d) die werknemer se loon;
- (e) die besonderhede van enige ander besoldiging wat voortvloei uit die werknemer se diens;
- (f) die besonderhede van enige aftrekkings gemaak;
- (g) die werklike bedrag aan die werknemer betaal; en
- (h) die tydperk ten opsigte waarvan betaling gedoen word;

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

(2) *Los werknemer.*—'n Werkgewer moet die besoldiging aan 'n los werknemer verskuldig, in kontant betaal by diensbeëindiging.

(3) *Premies.*—Geen betaling moet aan 'n werkgewer gedoen of deur hom aangeneem word nie, hetsy regstreeks of onregstreeks, ten opsigte van die indiensneming of opleiding van 'n werknemer.

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

(5) *Etes en huisvesting.*—Behoudens die bepaling van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie sy werknemer verplig om van hom etes of huisvesting of etes en huisvesting te ontvang of van enige persoon of by enige plek deur hom aangewys nie.

(6) *Aftrekkings.*—'n Werkgewer mag geen boetes teen sy werknemer hef nie en ook geen aftrekkings van sy werknemer se besoldiging doen nie. Met dien verstande dat hy die volgende kan doen:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse, of ledigheid aan 'n vakvereniging of 'n welsynorganisasie geregistreer ingevolge die Wet op Welsynorganisasies, 1947;
- (b) behalwe waar anders in hierdie Vasstelling bepaal, wanneer 'n werknemer van sy werk afwesig is uitgesonderd volgens opdrag of op versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid en bereken op die basis van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid;
- (c) 'n aftrekking van enige bedrag wat van 'n werkgewer by enige wet of bevel van enige bevoegde hof vereis of wat hy toegelaat word om te maak;
- (d) wanneer 'n werknemer toestem of daar ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

	Per week.	Per maand.
	R c	R c
(i) Etes.....	0.40	1.73
(ii) Huisvesting.....	0.20	0.87
(iii) Etes en huisvesting.....	0.60	2.60;

(e) met die skriftelike toestemming van 'n werknemer, 'n aftrekking van enige bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike owerheid betaal het ten opsigte van die huur van enige huis of huisvesting in enige hostel deur sodanige werknemer bewoon in enige lokasie of Naturelledorp onder die beheer van sodanige Raad of ander plaaslike owerheid.

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

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer mag nie die volgende te bowe gaan nie:—

- (a) In die geval van 'n algemene werker en 'n werknemer wat uitsluitlik of hoofsaaklik goedere ontvang, versend of aflewer—
 - (i) ses-en-veertig in 'n week; en
 - (ii) behoudens subparagraaf (i) hiervan, nege uur en twaalf minute op 'n dag, in die geval van 'n werknemer wat 'n vyfdagweek werk of, in die geval van 'n werknemer wat 'n sesdagweek werk, agt uur op 'n dag, tensy die ure op een dag hoogstens vyf is, wanneer die ure op die ander dae nie agt en 'n half op 'n dag te bowe mag gaan nie;

4. PAYMENT OF REMUNERATION.

(1) *Employees Other Than Casual Employees.*—Save as provided in clauses 3 (7) and 6 (4), any amount due to an employee, other than a casual employee, shall be paid weekly or monthly in cash, or, if the employer and employee have agreed thereto, by cheque, during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day and such amount shall be contained in a 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 pay roll number, if any, and his occupation;
- (c) the number of overtime hours worked by the employee;
- (d) the employee's wage;
- (e) the details of any other remuneration arising out of the employee's employment;
- (f) the details of any deductions made;
- (g) the actual amount paid to the employee; and
- (h) the period in respect of which payment is made;

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

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

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

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

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

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

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

	Per week.	Per month.
	R c	R c
(i) Board.....	0.40	1.73
(ii) Lodging.....	0.20	0.87
(iii) Board and lodging.....	0.60	2.60;

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

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

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee shall not exceed—

- (a) in the case of a general worker and an employee wholly or mainly engaged in the receipt, despatch or delivery of goods—
 - (i) forty-six in any week; and
 - (ii) subject to sub-paragraph (i) hereof, nine hours and twelve minutes on any day, in the case of an employee who works a five-day week, or, in the case of an employee who works a six-day week, eight hours on any day, unless the hours on one day do not exceed five, in which case the hours on the other days shall not exceed eight-and-a-half on any day;

- (b) in die geval van 'n deeltydse werknemer—
- (i) vier-en-twintig in 'n week; en
 - (ii) behoudens subparagraaf (i) hiervan, vier op 'n dag, in die geval van 'n werknemer wat 'n sesdagweek werk, of, in die geval van 'n werknemer wat 'n vyfdagweek werk, vyf op 'n dag;
- (c) in die geval van 'n los werknemer, agt op 'n dag;
- (d) in die geval van alle ander werknemers—
- (i) vyf-en-veertig in 'n week; en
 - (ii) nege uur op 'n dag, in die geval van 'n werknemer wat 'n vyfdagweek werk, of, agt uur op vyf dae in 'n week en vyf uur op een dag in sodanige week in die geval van 'n werknemer wat 'n sesdagweek werk.

Met dien verstande dat ingeval 'n werknemer verplig is om 'n klant te bedien na die voltooiing van die gewone werkure in subparagraaf (b) (ii), (c) of (d) (ii) genoem, genoemde gewone werkure met hoogstens 15 minute op 'n dag en met hoogstens 1 uur in 'n week oorskry kan word.

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

- (i) 'n werkgewer met sy werknemer kan ooreenkom om die tydperk van sodanige etenspouse te verminder tot minstens 'n halfuur, en in dié geval en na die werkgewer 'n verklaring van sodanige ooreenkoms by die Afdelingsinspekteur, Departement van Arbeid, vir sy gebied ingedien het, die etenspouse aldus verminder kan word;
- (ii) werkydperke onderbreek deur pouses van minder as een uur, behalwe wanneer voorbehoudsbepaling (i) van toepassing is, as deurlopend geag word;
- (iii) in die geval van 'n chauffeur of 'n hyserbediende, indien sodanige pouse langer as twee uur is, enige tydperk bo en behalwe twee uur as gewone werkure of oortyd geag word;
- (iv) 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 as gewone werkure of oortyd geag word;
- (v) in die geval van alle ander werknemers, indien sodanige pouse langer as een en 'n halfuur is, enige tydperk bo en behalwe een en 'n halfuur as gewone werkure of oortyd geag word;
- (vi) 'n motorvoertuigbestuurder wat gedurende sodanige pouse nie werk nie behalwe dat hy in bevel is of bly van die voertuig, vir die toepassing van hierdie subklousule geag word gedurende sodanige pouse nie te gewerk het nie.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute toestaan so na as moontlik in die middel van elke oggend- en namiddagwerkydperk, en gedurende sodanige tydperk moet van sodanige werknemer nie vereis of hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word deel van die gewone werkure van sodanige werknemer geag te wees.

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

(5) *Oortyd.*—Alle tyd gewerk bo en behalwe die getal gewone werkure voorgeskryf in subklousule (1) moet as oortyd geag word.

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

- (a) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik goedere aflewer—
 - (i) vier uur op 'n dag;
 - (ii) agt uur in 'n week;
- (b) in die geval van 'n werknemer wat uitsluitlik of hoofsaaklik goedere versend of ontyang—
 - (i) drie uur op 'n dag;
 - (ii) ses uur in 'n week;
- (c) in die geval van alle ander werknemers—
 - (i) drie uur op 'n dag;
 - (ii) ses uur in 'n week;
 - (iii) dertig uur in 'n jaar;

Met dien verstande dat vir doeleindes van voorraadopname die daaglikse beperking voorgeskryf in paragraaf (c) (i) met hoogstens een uur op hoogstens twee dae per week oorskry kan word en die weeklikse beperking voorgeskryf in paragraaf (c) (ii) met hoogstens twee uur oorskry kan word, en voorts met dien verstande dat gedurende die tydperk agt tot en met een-en-dertig Desember, ten opsigte van die bedryf wat uitgeoefen word deur die houer van botteldranklisensies, en gedurende die tydperk een tot en met vier-en-twintig Desember ten opsigte van alle ander bedrywe, die beperkings van oortyd voorgeskryf in hierdie subklousule met 'n totaal van hoogstens vyftien uur oorskry kan word, maar op so 'n wyse dat die daaglikse beperkings wat voorgeskryf is nie te bowe gegaan word nie.

- (b) in the case of a part-time employee—
 - (i) twenty-four in any week; and
 - (ii) subject to sub-paragraph (i) hereof, four on any day, in the case of an employee who works a six-day week, or, in the case of an employee who works a five-day week, five on any day;
- (c) in the case of a casual employee, eight on any day;
- (d) in the case of every other employee—
 - (i) forty-five in any week; and
 - (ii) nine hours on any day, in the case of an employee who works a five-day week, or, eight hours on five days in any week and five hours on one day in such week, in the case of an employee who works a six-day week;

Provided that where an employee is required to attend to a customer after the completion of the ordinary hours of work referred to in sub-paragraphs (b) (ii), (c) or (d) (ii) the said ordinary hours of work may be exceeded by not more than fifteen minutes on any day and by not more than one hour in any week.

(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 not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided—

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

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

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

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

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

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

Provided that for the purpose of stocktaking the daily limitation prescribed in paragraph (c) (i) may be exceeded by not more than one hour on not more than two days per week and the weekly limitation prescribed in paragraph (c) (ii) may be exceeded by not more than two hours, and provided further that during the period eighth to thirty-first December, inclusive, in respect of the trade carried on by the holder of bottle liquor licences, and during the period first to twenty-fourth December, inclusive, in respect of all other trades, the limitations of overtime prescribed in this sub-clause may be exceeded by not more than a total of fifteen hours but so that the daily limitations prescribed are not exceeded.

(7) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk 'n loon van minstens die volgende betaal:—

- (a) in die geval van 'n los werknemer, een en een derde maal sy dagloon gedeel deur agt ten opsigte van elke uur of gedeelte van 'n uur aldus op enige dag gewerk;
- (b) in die geval van 'n deeltydse werknemer, een en een derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur aldus op enige dag gewerk;
- (c) in die geval van alle ander werknemers, een en een derde maal sy uurloon ten opsigte van altesaam elke uur of gedeelte van 'n uur oortyd op alle dae in enige week gewerk.

(8) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie van toepassing nie op 'n versorger-bestellingnemer, 'n handelsreisiger, 'n handelsreisiger se bediende of 'n wag of op enige werknemer indien en vir solank as wat sodanige werknemer 'n gereelde loon ontvang teen 'n skaal van minstens R140 per maand, in die geval van 'n manlike werknemer, of R120 per maand, in die geval van 'n vroulike werknemer, of op 'n algemene werker wat 'n versorger-bestellingnemer vergesel, indien en vir solank as wat sodanige algemene werker 'n gereelde loon teen 'n skaal van minstens R9.50 per week ontvang.

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

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

(d) Die bepalinge van subklousule (3) is nie van toepassing op 'n chauffeur of op 'n werknemer wat goedere aflewer of help op 'n afleweringvoertuig, of op 'n buitewinkelassistent nie.

(e) Die bepalinge van subklousule (6) is nie van toepassing op 'n werknemer wat diere oppas, skoonmaak, voer, inspan of uitspan nie.

6. JAARLIKSE VERLOF.

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

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

en moet sodanige werknemer ten opsigte van sulke verlof soos volg betaal:—

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

Met dien verstande dat—

- (i) vir die toepassing van hierdie klousule die weekloon van 'n werknemer wat in diens is op enige basis waarvoor daar in klousule 9 voorsiening gemaak word, bereken moet word deur die totale besoldiging aan hom betaalbaar kragtens klousule 9 ten opsigte van die twaalf maande wat op die datum van die toeval van sy verlof onmiddellik voorafgaan, deur twee-en-vyftig te deel, of indien hy minder as twaalf maande van sodanige diens gehad het, deur die totale besoldiging aldus aan hom betaalbaar-gedurende sy tydperk van sodanige diens deur die getal voltooide weke in sodanige tydperk te deel;
- (ii) met betrekking tot 'n handelsreisiger wat in diens is op die basis van 'n loon plus kommissie, die uitdrukking „besoldiging” vir die toepassing van hierdie klousule die loon plus sy kommissie beteken.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tydswip wat deur die werkgewer vasgestel moet word: Met dien verstande dat—

- (i) indien sodanige verlof nie vroeër toegestaan is nie, dit so toegestaan moet word dat dit behoudens die bepalinge van subklousule (3), binne vier maande na die voltooiing van die twaalf maande diens waarop dit betrekking het, begin, of, indien die werkgewer en werknemer skriftelik daartoe ooreengekom het voor die verstryking van genoemde tydperk van vier maande, die werkgewer sodanige verlof aan die werknemer moet toestaan dat dit begin vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;
- (ii) die verloftydperk nie saamval met siekteverlof toegestaan ingevolge klousule 7 of met 'n diensopseggingstydperk nie, of, tensy die werknemer aldus versoek en die werkgewer skriftelik daartoe ooreenkom, met enige tydperk van militêre opleiding nie;
- (iii) indien 'n openbare vakansiedag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige dag wat bygevoeg is, betaal moet word, maar hierdie voorbehoudsbepaling sluit nie 'n openbare vakansiedag wat op 'n Saterdag val, in ten opsigte van 'n werknemer wat 'n vyfdagweek van Maandag tot en met Vrydag werk nie;

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

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

(8) *Savings.*—(a) The provisions of this clause shall not apply to a service supply salesman, a traveller, a traveller's assistant or a watchman or to any employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R140.00 per month, in the case of a male employee, or R120.00 per month, in the case of a female employee, or to a general worker who accompanies a service supply salesman, if and for so long as such general worker is in receipt of a regular wage at a rate of not less than R9.50 per week.

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

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

(d) The provisions of sub-clause (3) shall not apply to a chauffeur or to an employee engaged in delivering goods or in assisting on delivery vehicles, or to an outside shop assistant.

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

6. ANNUAL LEAVE.

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

- (a) in the case of a traveller, a traveller's assistant or a watchman, twenty-four consecutive calendar days' leave;
- (b) in the case of every other employee, twenty-one consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

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

Provided—

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

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

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 7 nor with a period of notice of termination of employment, nor, unless the employee so requests and the employer agrees in writing, with any period of military training;
- (iii) that if a public holiday falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added, but this proviso shall not include, in respect of an employee who works a five-day week from Monday to Friday, inclusive, a public holiday falling on a Saturday;

- (iv) 'n werkgewer enige dae geleentheidsverlof met volle besoldiging wat aan sy werknemer op sy werknemer se kragtlike versoek gedurende die tydperk van twaalf maande diens waarop die verloftydperk betrekking het, toegestaan is, van sodanige verloftydperk kan aftrek;
- (v) wanneer 'n werkgewer van sy werknemer vereis om verlof te neem voor die verstrekking van die twaalf maande diens waarop dit betrekking het, die werkgewer aan sodanige werknemer die volle verloftydperk ooploopbaar vir twaalf maande diens, moet toestaan, en, met behoorlike inagneming van die toeval van enige verhogings ingevolge klousule 3, sodanige werknemer ten opsigte van sulke 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 waar 'n werknemer se diens eindig voor die verstrekking van die twaalf maande diens opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgewer die verskil tussen die bedrag aan die werknemer betaal ingevolge hiervan, en die bedrag waarop hy geregtig sou gewees het by diensbeëindiging ingevolge subklousule (5), indien die verlof nie aan hom toegestaan is nie, van die besoldiging verskuldig aan die werknemer by die diensbeëindiging kan aftrek.
- (3) (a) Op die skriftelike versoek van 'n werknemer kan 'n werkgewer toelaat dat die verlof ooploop oor 'n tydperk van hoogstens vier-en-twintig maande diens: Met dien verstande dat—
- (i) so 'n versoek nie later nie as vier maande na die verstrekking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, deur sodanige werknemer gerig word; en
- (ii) die ontvangsdatum van sodanige versoek deur die werkgewer oor sy handtekening geëndosseer word, wat sodanige versoek vir 'n tydperk van minstens drie jaar moet hou vanaf sodanige datum of die datum van die beëindiging van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, na gelang van die jongste.
- (b) Die bepaling van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule genoem.
- (4) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet voor of op die laaste werkdag voor die ontvangsdatum van die verlof betaal word of, op die skriftelike versoek van 'n werknemer, voor of op die eerste betaaldag vir sodanige werknemer na afloop van die verlof.
- (5) 'n Werknemer wie se dienskontrak beëindig word gedurende enige tydperk van twaalf maande diens voor die verloftydperk voorgeskryf in subklousule (1) ten opsigte van dié tydperk opgeloopt het, moet, by sodanige beëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstydperk 'n bedrag van minstens die volgende betaal word:—
- (a) In die geval van 'n werknemer in paragraaf (a) van subklousule (1) genoem, sewe vier-en-twintigstes; en
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) genoem, een kwart;
- van die weekloon wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het: Met dien verstande dat—
- (i) 'n werknemer wie se dienskontrak eindig voor hy twaalf maande diens by sy werkgewer voltooi het, nie geregtig is op meer as een kwart van genoemde weekloon nie, in die geval van 'n werknemer in paragraaf (a) van subklousule (1) genoem, en vyf vier-en-twintigstes van genoemde weekloon in die geval van alle ander werknemers, ten opsigte van elke voltooide maand diens;
- (ii) 'n werkgewer 'n eweredige aftrekking kan doen ten opsigte van enige verloftydperk aan 'n werknemer toegestaan ingevolge die vierde voorbehoudsbepaling van subklousule (2);
- (iii) 'n werknemer nie geregtig is op enige betaling kragtens hierdie subklousule nie—
- (a) indien hy sy diens verlaat sonder dat hy die tydperk van kennis voorgeskryf in klousule 12 gegee en uitgedien het, tensy die werkgewer van sodanige kennisgewing afstand gedoen het; of
- (b) indien hy sy diens verlaat sonder rede wat by wet as voldoende erken word; of
- (c) indien hy deur sy werkgewer sonder kennisgewing ontslaan word om enige rede wat by wet as voldoende vir sodanige ontslag sonder kennisgewing erken word.
- (6) 'n Werknemer wat geregtig geword het op 'n verloftydperk voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se dienskontrak eindig voor sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van die beëindiging aan hom toegestaan sou gewees het.
- (7) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag enige tydperk te omvat ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 12 betaal in plaas van aan hom kennis te gee en ook enige tydperk of tydperke waartydens 'n werknemer—
- (a) met verlof ingevolge hierdie klousule;
- (b) met siekteverlof ingevolge klousule 7;
- (c) volgens opdrag of op versoek van sy werkgewer;

- (iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates;
- (v) when an employer requires his employee to take leave before the expiry of the twelve months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for twelve months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided that where an employee's employment terminates before the expiration of the twelve months in respect of which the leave was granted in terms of this proviso, the employer may set-off, against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of sub-clause (5), if the leave had not been granted to him.
- (3) (a) At the written request of an employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—
- (i) that such request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates, and
- (ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.
- (b) The provisions of sub-clause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.
- (4) The remuneration in respect of the leave prescribed in sub-clause (1), read with sub-clause (3), shall be paid not later than the last work day before the date of commencement of the leave or, upon the written request of an employee, not later than the first pay day for such employee after the expiration of the leave.
- (5) An employee, whose contract of employment is terminated during any period of twelve months of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—
- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), seven twenty-fourths; and
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-fourth;
- of the weekly wage he was receiving immediately before the date of such termination: Provided—
- (i) that an employee whose contract of employment terminates before he has completed twelve months employment with his employer shall not be entitled to more than one-fourth of the said weekly wage, in the case of an employee mentioned in paragraph (a) of sub-clause (1), and five twenty-fourths of the said weekly wage, in the case of any other employee, in respect of each completed month of employment;
- (ii) that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2);
- (iii) that an employee shall not be entitled to any payment by virtue of this sub-clause—
- (a) if he leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice; or
- (b) if he leaves his employment without cause recognised by law as sufficient; or
- (c) if he is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice.
- (6) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.
- (7) For the purpose of this clause the expression “employment” shall be deemed to include any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice and also any period or periods during which an employee is absent—
- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 7;
- (c) on the instructions or at the request of his employer;

- (d) met die toestemming van sy werkgever of soos deur sy werkgever gekondoneer;
- (e) om enige ander rede wat nie 'n verbreking van die dienskontrak is nie;
- (f) terwyl hy militêre opleiding ondergaan;

afwesig is, wat altesaam in enige jaar hoogstens tien weke ten opsigte van items (a), (b), (c), (d) en (e) bedra, plus hoogstens drie maande van enige tydperk van militêre opleiding in daardie jaar ondergaan, en diens word geag soos volg te begin:—

- (i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Vasstelling op 'n verloftydperk ingevolge enige wet geregtig geword het, op die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die inwerking-treding van hierdie Vasstelling en op wie enige wet wat voorsiening maak vir jaarlikse verlof van toepassing was maar wat nie op 'n verloftydperk ingevolge daarvan geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van alle ander werknemers, vanaf die datum waarop sodanige werknemer in sy werkgever se diens getree het of op die datum van die inwerking-treding van hierdie Vasstelling, na gelang van die jongste.

7. SIEKTEVERLOF.

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

- (a) In die geval van 'n werknemer wat 'n vyfdagweek werk, minstens twintig werkdag; en
- (b) in die geval van alle ander werknemers, minstens vier-en-twintig werkdag;

altesaam gedurende elke tydkring van vier-en-twintig agtereenvolgende maande diens by hom, en moet aan 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 in die eerste vier-en-twintig agtereenvolgende maande d'ens op hoogstens die volgende siekteverlof met volle besoldiging geregtig is: In die geval van 'n werknemer wat 'n vyfdagweek werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes maak wat minstens gelyk is aan dié deur die werknemer gemaak, aan enige fonds of organisasie deur die werknemer aangewys, en dié fonds of organisasie waarborg aan die werknemer in geval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, die betaling aan hom van minstens altesaam die ekwivalent van sy loon vir twintig of vier-en-twintig werkdag, na gelang van die geval, in elke tydkring van vier-en-twintig maande diens, uitgesonderd dat gedurende die eerste vier-en-twintig maande van die betaling van bydraes deur die werknemer die gewaarborgde skaal nie die oploopskaal wat in die eerste voorbehoudbepaling van hierdie subklousule aangegee word, hoef te bowe te gaan nie;
- (iii) waar van 'n werkgever by enige wet vereis word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal en hy wel sodanige gelde betaal, die bedrag aldus betaal, afgetrek kan word van die besoldiging verskuldig ten opsigte van afwesigheid weens ongeskiktheid ingevolge hierdie klousule;
- (iv) indien van 'n werkgever ten opsigte van enige tydperk van ongeskiktheid deur hierdie klousule gedek, by enige ander wet vereis word om aan 'n werknemer sy volle loon te betaal, die belyngs van hierdie klousule nie van toepassing is nie;
- (v) die loon betaalbaar aan 'n werknemer wat in diens is op enige basis waarvoor voorsiening in klousule 9 gemaak word vir enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule, die loon is wat hy sou ontvang het as hy nie op sodanige basis in diens was nie.

(2) 'n Werkgever kan, as 'n voorafgaande voorwaarde tot die betaling deur hom van enige bedrag ingevolge hierdie klousule deur 'n werknemer geëis ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as drie agtereenvolgende kalender-dag, van die werknemer vereis om 'n sertifikaat wat deur 'n mediese praktisyn onderteken is in te dien wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Waar 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever afwesig is weens ongeskiktheid vir 'n tydperk van langer as enige siekteverlof wat opgeloop het ten tyde van sodanige ongeskiktheid, is hy slegs op betaling geregtig ten opsigte van sodanige verlof wat aldus opgeloop het; maar sy werkgever moet, indien hy dit nie voorheen gedoen het nie, by verstryking van genoemde dienstydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid in dié mate betaal waarin siekteverlof wat by sodanige verstryking of beëindiging opgeloop het, nie gemeem is nie.

- (d) with the consent or condonation of his employer;
- (e) for any other reason not being in breach of the contract of employment;
- (f) undergoing any military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b), (c), (d) and (e), plus up to 3 months of any period of military training undergone in that year, and employment shall be deemed to commence—

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

7. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

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

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

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty or twenty-four work days, as the case may be, in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;
- (v) that the wage payable to an employee, who is employed on any basis provided for in clause 9, for any period of absence on sick leave in terms of this clause shall be the wage which he would have received if he had not been employed on any such basis.

(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 for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

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

(4) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking—

(a) „diens” enige tydperk of tydperke omvat waartydens 'n werknemer—

- (i) met verlof ingevolge klousule 6;
- (ii) volgens opdrag of op versoek van sy werkgever;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) met die toestemming of van sy werkgever of soos deur sy werkgever gekondoneer;
- (v) om enige rede wat nie 'n verbreking van die dienskontrak is nie;
- (vi) terwyl hy militêre opleiding ondergaan;

afwesig is, wat altesaam in enige jaar hoogstens tien weke bedra ten opsigte van items (i), (ii), (iii), (iv) en (v) hoogstens drie maande van enige tydperk van militêre opleiding in dié jaar ondergaan, en enige dienstydsperk wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van die inwerkingtreding van hierdie Vasstelling word vir die toepassing van hierdie klousule geag diens kragtens hierdie Vasstelling te wees, en enige siekteverlof met volle besoldiging toegestaan aan sodanige werknemer gedurende sodanige tydperk word geag kragtens hierdie Vasstelling toegestaan te wees;

(b) „ongeskiktheid” beteken die onvermoë om te werk weens enige siekte of besering uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is; met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is kragtens die Ongevalwet, 1941, as ongeskiktheid geag word ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge dié Wet betaalbaar is nie.

8. OPENBARE VAKANSIEDAE EN SONDAE.

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

(2) Vergoeding vir werk op 'n Sondag of 'n openbare vakansiedag.—Wanneer 'n werknemer op 'n Sondag of 'n openbare vakansiedag werk, moet sy werkgever—

(a) of aan die werknemer—

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

(ii) of indien hy aldus werk vir 'n tydperk van hoogstens vier uur, minstens dubbel sy uurloon vir elke uur of gedeelte van 'n uur ten opsigte van die totale tydperk deur hom gewerk op sodanige Sondag of openbare vakansiedag of minstens dubbel sy dagloon betaal, na gelang van die grootste;

(b) of hom een en een derde maal sy uurloon betaal vir elke uur of gedeelte van 'n uur altesaam deur hom gewerk op sodanige Sondag of openbare vakansiedag, en hom binne veertien dae vanaf sodanige Sondag of openbare vakansiedag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat waar daar van so 'n werknemer vereis of hy toegelaat word om minder as vier uur op sodanige Sondag of openbare vakansiedag te werk, daar geag word dat hy vier uur lank gewerk het.

(3) Hierdie klousule is nie van toepassing op 'n los werknemer, 'n handelsreisiger, 'n handelsreisiger se bediende of 'n wag nie.

9. STUKWERK, KOMMISSIEWERK EN KOMMISSIE OP VERKOPE.

(1) 'n Werkgever kan, na minstens een week kennisgewing aan sy werknemer, uitgesonderd 'n handelsreisiger, enige stukwerkstelsel invoer en, behoudens die bepalings van klousule 4 (6), moet die werkgever so 'n werknemer wat in diens is op sodanige stukwerkstelsel besoldiging betaal teen die skale van toepassing kragtens sodanige stelsel: Met dien verstande dat die werkgever sodanige werknemer ongeag die hoeveelheid werk wat hy verrig het minstens die volgende moet betaal:—

(a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke week waarin stukwerk verrig word, die bedrag wat hy aan sodanige werknemer sou moes betaal het vir dié week as hy op die basis van tyd gewerk besoldig was;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop stukwerk verrig word, die bedrag wat hy aan sodanige werknemer sou moes betaal het vir dié dag as hy op die basis van tyd gewerk besoldig was.

(2) 'n Werkgever moet op 'n opvallende plek in sy bedryfs- of nrigting 'n lys van die lone in subklousule (1) genoem, opge- plak hou of hy kan in plaas daarvan alle werknemers wat stukwerk verrig, voorsien van 'n brief deur of namens hom onder- eken waarin genoemde lone aangegee word.

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

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

- (i) on leave in terms of clause 6;
- (ii) on the instruction or at the request of his employer;
- (iii) on sick leave in terms of sub-clause (1);
- (iv) with the consent or condonation of his employer;
- (v) for any reason not being in breach of the contract of employment;
- (vi) undergoing military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii), (iii), (iv) and (v), plus up to three months of any period of military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Determination shall for the purpose of this clause be deemed to be employment under this Determination, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Determination;

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

8. PUBLIC HOLIDAYS AND SUNDAYS.

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

(2) Compensation for Work on a Sunday or a Public Holiday.—Whenever an employee works on a Sunday or a public holiday, his employer shall either—

(a) pay to the employee—

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

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

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

(3) This clause shall not apply to a casual employee, a traveller, a traveller's assistant or a watchman.

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

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

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

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

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

(3) 'n Werkgewer wat van voorneme is om enige stukwerkstelsel wat in werking is of die lone daarkragens van toepassing, in te trek of te wysig, moet sy werknemer in diens of sodanige stelsel minstens een maand kennis van sodanige voorneme gee: Met dien verstande dat 'n werkgewer en sy werknemer oor 'n langer tydperk van kennisgewing kan ooreenkom, en in dié geval moet die werkgewer minstens dié tydperk kennis gee waarvoor ooreengekom is.

(4) Ondanks andersluidende bepalings in hierdie klousule hoof 'n werkgewer 'n los werknemer nie in kennis te stel van sy voorneme om enige stukwerkstelsel in te stel of dit in te trek of te wysig nie.

(5) 'n Handelsreisiger wat met sy werkgewer ooreenkom om kommissiewerk te onderneem, moet voordat sodanige werk 'n aanvang neem, deur sy werkgewer voorsien word van 'n ware kopie van die ooreenkoms of 'n staat waarin die voorwaardes van die ooreenkoms gemeld word, wat die volgende moet omvat:—

- Die week- of maandloon aan die handelsreisiger betaalbaar, waar sodanige loon hoër is as dié voorgeskryf in klousule 3 (1) vir sodanige handelsreisiger, en die skaal of skale van die kommissie en die voorwaardes waarop dit hom toeval;
- die dag van die week of maand waarop kommissie wat verdien is, verskuldig en betaalbaar is;
- die gebied waarin daar van die handelsreisiger vereis of hy toegelaat word om te werk;
- die soort, beskrywing, getal, hoeveelheid of waarde van bestellings (afsonderlik, weekliks, maandeliks of andersins) wat die werkgewer van tyd tot tyd bereid is om aan te neem; en
- die dag waarop kommissie betaal word ten opsigte van bestellings deur die werkgewer aangeneem voor die beëindiging van die dienskontrak: Met dien verstande dat sodanige betaaldag voor of op die laaste werkdag van die kalendermaand moet val wat volg op die maand waartydens die diens beëindig is.

(6) Die voorwaardes van die ooreenkoms in subklousule (5) genoem, moet finansiële nie minder gunstig vir die handelsreisiger as hierdie Vasstelling wees nie: met dien verstande dat die dag waarop besoldiging aan 'n handelsreisiger op kommissiewerk betaal moet word ooreenkomstig die Ooreenkoms moet wees, en in hierdie opsig is die bepalings van klousule 4 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens die bepalings van klousule 4 (6) moet 'n werkgewer aan sy handelsreisiger wat in diens is op kommissiewerk besoldiging betaal ten minstens die skaal waarop hulle ooreengekom het: Met dien verstande dat, die besoldiging van sodanige handelsreisiger ten opsigte van enige tydperk ongeag die getal of waarde van bestellings deur die werkgewer aangeneem minstens dié moet wees wat aan hom verskuldig sou wees vir dié tydperk ingevolge klousule 3 (1).

(8) 'n Werkgewer of 'n handelsreisiger wat voornemens is om 'n ooreenkoms met betrekking tot kommissiewerk te kanselleer of om oor 'n wysiging daarvan te onderhandel, moet skriftelik van sodanige voorneme kennis gee en die tydperk van sodanige kennisgewing moet minstens dié wees wat vereis word om die dienskontrak van sodanige handelsreisiger ingevolge klousule 12 te beëindig.

(9) 'n Werkgewer kan met sy werknemer, uitgesonderd 'n handelsreisiger, ooreenkom om sodanige werknemer benewens die loon vir sodanige werknemer in klousule 3 (1), gelees met klousule 5 (7), voorgeskryf, kommissie te betaal op verkope deur sodanige werknemer gedoen: Met dien verstande dat die werkgewer die werknemer, voordat die ooreenkoms in werking tree, van 'n afskrif van die ooreenkoms moet voorsien, en dit moet die volgende omvat:—

- Die kommissieskaal of -skale en die voorwaardes waarop hy daarop geregtig word;
- die dag van die week of maand wanneer kommissie wat verdien is, verskuldig en betaalbaar is;
- die tydperk wat die werkgewer of sy werknemer vooraf kennis moet gee, wat minstens een week moet wees en wat skriftelik moet geskied, om die ooreenkoms te kanselleer, of om oor 'n wysiging daarvan te onderhandel.

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

10. GETALVERHOUDING.

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

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

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

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

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

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

- the weekly or monthly wage payable to the traveller, where such wage is higher than that prescribed in clause 3 (1) for such traveller, and the rate or rates of the commission and the conditions of entitlement thereto;
- the day of the week or month on which commission earned is due and payable;
- the area in which the traveller is required or permitted to work;
- the type, description, number, quantity or value of orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept; and
- the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the calendar month succeeding the month during which employment was terminated.

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

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

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

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

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

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

10. RATIO.

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

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

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

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

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

(5) 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 winkelassistente wat in diens geneem mag word nie.

(6) Vir die toepassing van hierdie klousule—

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

(b) die uitdrukking „winkelassistent” word geag 'n klerk en 'n uitstaller in te sluit, en hierdie drie klasse werknemers mag onder mekaar uitgeruil word;

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

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

(7) Niks in hierdie klousule moet so verhoek word dat dit die indiensneming toelaat van sowel 'n ongekwalifiseerde vrou ingevolge subklousule (2) en 'n ongekwalifiseerde man ingevolge subklousule (3) vir dieselfde gekwalifiseerde werknemer nie.

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

11. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

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

(2) In reënweer moet 'n werkgever sy werknemer wat in die uitvoering van sy pligte gereeld aan die weer blootgestel is, kosteloos voorsien van diensbare waterdigte beskerming vir die kop en bene en 'n waterdigte mantel, en sulke artikels bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever in plaas van sulke artikels aan so 'n werknemer te verskaf, benewens enige ander besoldiging aan sodanige werknemer verskuldig, hom 'n toelae betaal van minstens R0.35 per maand.

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

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

(5) 'n Werkgever 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 die bepaling van subklousule (8) moet 'n werkgever wat van sy werknemer vereis om 'n uniform, oorpak, wasbare jas, voorskoot of pet of mus te dra, sodanige kledingstuk of artikel gratis verskaf en was en stryk of skoonmaak en dit in 'n behoorlike toestand onderhou, en sodanige kledingstuk of artikel bly die eiendom van die werkgever.

(7) Behoudens die bepaling van subklousule (8), kan 'n werkgever en sy werknemer ooreenkom dat in plaas van die instandhouding en was en stryk of skoonmaak van enige kledingstuk of artikel in subklousules (1) en (6) genoem, die werkgever aan sy werknemer, benewens enige ander besoldiging aan 'n werknemer verskuldig, 'n toelae van minstens R0.15 per week per kledingstuk of artikel moet betaal, en die werknemer is dan verantwoordelik vir die onderhoud, uitgesonderd groot herstelwerk, en die was en stryk of skoonmaak van die kledingstuk of artikel.

(8) 'n Werkgever kan 'n skriftelike ooreenkoms met sy vroulike werknemer aangaan om haar te voorsien van bepaalde uitrustings en hierdie uitrustings word by aflewering aan haar, haar eiendom en sy is verantwoordelik vir die skoonmaak daarvan en om dit in 'n goeie en behoorlike toestand te hou en vir solank as sodanige ooreenkoms van krag is, is die bepaling van subklousules (6) en (7) nie op sodanige werkgever met betrekking tot sodanige werknemer van toepassing nie: Met dien verstande dat sodanige ooreenkoms nie in werking tree nie tensy en totdat die werkgever sy werknemer van 'n ware afskrif daarvan voorsien het nie en dat die voorsiening maak vir die volgende sake en nie onbestaanbaar is met die bepaling van hierdie subklousule nie:—

(a) Die getal bepaalde uitrustings wat die werkgever aan sodanige werknemer moet verskaf vir elke winter- en somerseisoen en, waar die ooreenkoms in werking tree gedurende enige winter- of somerseisoen, die getal van sodanige uitrustings wat verskaf word vir die res van sodanige winter- of somerseisoen;

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

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

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

(6) For the purpose of this clause—

(a) an employer or a manager who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee in such class: Provided that an employer or a manager may not be so deemed in more than one establishment;

(b) the expression “shop assistant” shall be deemed to include a clerk and a displayer and these three classes of employees shall be interchangeable with one another;

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

(d) a female shop assistant or a female supervisor who is receiving a wage of not less than the wage prescribed for a qualified male shop assistant may be deemed to be a qualified male shop assistant.

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

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

11. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

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

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

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

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

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

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

(7) Save as provided in sub-clause (8), an employer and his employee may agree that, in lieu of maintaining and laundering or cleaning any garment or article referred to in sub-clauses (1) and (6), the employer shall pay to his employee, in addition to any other remuneration due to the employee, an allowance of not less than R0.15 per week per garment or article in which event the employee shall be responsible for the maintenance, other than major repairs, and the laundering or cleaning of the garment or article.

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

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

- (b) die aanvangsdatum en duur van die winterseisoen en van die somerseisoen, op so 'n wyse dat die duur van die twee seisoene gesamentlik 'n totaal van twaalf maande uitmaak;
 - (c) die tydperk waarin die werkgewer genoemde uitrustings aan sy werknemer moet verskaf, wat in die geval van die eerste uitrusting of stel uitrustings wat verskaf moet word binne een maand vanaf die datum van die inwerkingtreding van die ooreenkoms moet wees;
 - (d) die tipe, styl, kleur of skakering van enige sodanige uitrusting wat verskaf moet word;
 - (e) die perke waarbinne die pryse moet wees wat die werknemer vir sulke uitrustings betaal: Met dien verstande dat die prys wat deur sodanige werknemer betaal moet word in geen geval die koste van die uitrusting vir die werkgewer mag oorskry nie;
 - (f) die voorwaardes met betrekking tot die dra van genoemde uitrustings: Met dien verstande—
 - (i) dat indien slegs een uitrusting aan 'n werknemer in 'n seisoen verskaf is, daar van haar vereis kan word om dit te alle tye gedurende dié seisoen terwyl sy op diens is, te dra, behalwe wanneer die uitrusting skoon- of heelgemaak word; en
 - (ii) dat die werkgewer nie die werknemer mag belet om enige uitrusting te dra wanneer sy van diens af is nie;
 - (g) die tydperk waarbinne die werknemer verplig is om vir elke sodanige uitrusting of stel uitrustings te betaal na die afewering daarvan aan haar: Met dien verstande dat die werkgewer die werknemer moet toelaat om dit by wyse van minstens vier gelyke maandelikse aftrekkings van haar besoldiging te betaal en voorts met dien verstande dat 'n werkgewer, vir geval die beëindiging van die dienskontrak voor die volle bedrag deur 'n werknemer kragtens hierdie subklousule verskuldig, betaal is, die saldo verskuldig in een bedrag van enige besoldiging aan die werknemer verskuldig by sodanige beëindiging, kan aftrek; en
 - (h) die tydperk wat vooraf kennis gegee moet word deur die werkgewer of die werknemer om die ooreenkoms te kanselleer of om oor enige wysiging daarvan te onderhandel: Met dien verstande dat sodanige kennisgewing skriftelik moet geskied en nie moet geskied vir of ten opsigte van enige uitrusting alreeds aan die werknemer kragtens hierdie subklousule afgelewer nie, uitgesonderd vir 'n wysiging waarkragtens daar aangevra word dat die getal paaiemente vir sodanige uitrusting vermeerder moet word en die bedrag van die paaiemente verminder moet word.
- (9) Vir die toepassing van subklousule (8), beteken „bepaalde uitrusting” of „uitrusting” enige buitekledingstuk of -kledingstukke (uitgesonderd skoene, pette of musse, hoede, kouse, voor-skote, oorpakke en wasbare jasse) van bepaalde kleur, skakering, ontwerp of styl of enige kombinasie van bepaalde kleure, skakerings, ontwerpe, of style

12. BEËINDIGING 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 kennis gee;
- (b) in die geval van 'n weeklikse werknemer, een week kennis gee na die eerste vier weke diens;
- (c) in die geval van 'n maandelikse werknemer, twee weke kennis gee na die eerste vier weke diens;

dat hy die dienskontrak wil beëindig, of 'n werkgewer of werknemer kan te eniger tyd die kontrak sonder kennisgewing beëindig deurdat die werkgewer aan die werknemer minstens onderstaande betaal of dat die werknemer aan die werkgewer minstens onderstaande betaal of verbeur, na gelang van die geval, in plaas van sodanige kennisgewing—

- (i) in die geval van een werkdag se kennisgewing, die dagloon wat die werknemer ontvang ten tyde van sodanige beëindiging;
- (ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ontvang ten tyde van sodanige beëindiging;
- (iii) in die geval van twee weke kennisgewing, dubbel die weekloon wat die werknemer ontvang ten tyde van sodanige beëindiging;

Met dien verstande dat—

- (i) dit nie die volgende raak nie:—
 - (a) Die reg van 'n werkgewer of werknemer om die kontrak sonder kennisgewing te beëindig om enige rede by wet as voldoende erken;
 - (b) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstydperk van gelyke duur aan albei kante en vir langer as dié wat in hierdie klousule voorgeskryf word;
 - (c) die werking van enige verbeurings of boetes wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat sy diens wederregtelik verlaat;
- (ii) betaling of verbeuring in plaas van kennisgewing nie toegelaat word gedurende 'n werknemer se afwesigheid—
 - (a) met verlof ingevolge klousule 6;
 - (b) met siekteverlof ingevolge klousule 7; of
 - (c) terwyl hy militêre opleiding ondergaan nie;

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

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

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

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

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

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

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

(g) the period within which the employee shall be required to pay for each such outfit or set of outfits after the delivery thereof to her: Provided that the employer shall permit the employee to pay by way of at least four equal monthly deductions from her remuneration and provided further that an employer may, in the event of the termination of the contract of employment before the full amount due by an employee under this sub-clause has been paid, deduct in one sum the balance due to him from any remuneration due to the employee at such termination; and

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

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, not less than one work day's notice;

(b) in the case of a weekly employee, one week's notice after the first four weeks of employment;

(c) in the case of a monthly employee, two weeks' notice after the first four weeks of employment;

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

(i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;

(iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided—

(i) that this shall not affect—

(a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

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

(a) on leave in terms of clause 6;

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

(c) undergoing military training;

(iii) waar 'n werknemer, ingeval hy kennisgewing van diens-beëindiging ontvang het in plaas van betaling in die plek van kennisgewing, gedurende sodanige tydperk van kennisgewing geregtig sou geword het op 'n verhoging ingevolge klousule 3 of op 'n ekstra verloftydperk ingevolge klousule 6, sy werkgever hom benewens alle ander bedrae aan hom verskuldig, die bedrag moet betaal wat hom sou toeval ten opsigte van sodanige verhoging of verlof as hy sodanige kennisgewing sou ontvang het.

(2) Waar daar 'n ooreenkoms ingevolge die eerste voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van diensopsegging ooreenstem met die diensopseggingstydperk waarvoor ooreengekom is.

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

(a) In die geval van 'n weeklikse werknemer, voor of op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, en dit loop vanaf die dag na sodanige betaaldag;

(b) in die geval van 'n maandelikse werknemer, voor of op die eerste of die vyftiende dag van 'n kalendermaand en dit loop vanaf sodanige eerste of vyftiende dag:

Met dien verstande dat—

(i) die diensopseggingstydperk nie mag saamval met of kennisgewing nie gegee mag word gedurende 'n werknemer se afwesigheid op verlof toegestaan ingevolge klousule 6 of enige tydperk van militêre opleiding nie;

(ii) kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 7 nie; en

(iii) waar slegs een werkdag se kennisgewing vereis word, sodanige kennisgewing op enige werkdag gegee kan word.

(4) Die diensopsegging in subklousule (1) voorgeskryf, moet skriftelik geskied, behalwe in die geval van 'n werknemer genoem in klousule 3 (1) (a) (ii).

13. DIENSERTIFIKAAT.

'n Werkgever moet by beëindiging van die dienskontrak, uitgesonderd as gevolg van die feit dat 'n werknemer sy diens verlaat het, sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n diensertifikaat, wesenlik in die vorm voorgeskryf in die Bylae van hierdie Vasstelling, met daarop die volle name van die werkgever en sy werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die werknemer se week- of maandeloon op sodanige beëindigingsdatum.

14. VERBOD OP INDIENSNEMING.

'n Werknemer mag geen persoon onder die ouderdom van vyftien jaar in diens neem nie.

15. LOGBOEK.

(1) 'n Werkgever moet sy motorvoertuigbestuurder of sy deelydse motorvoertuigbestuurder van 'n logboek voorsien met duplikaatfolio's so na as moontlik in die volgende vorm:—

DAAGLIKSE LOG.

Naam van werkgever _____
 Naam van bestuurder _____
 Datum _____
 Registrasienumer van die voertuig _____
 Tyd wanneer werk begin _____ vm./nm. _____ vm./nm.
 Tyd wanneer werk ophou _____ vm./nm. _____ vm./nm.
 Getal ure gewerk _____
 Etersure vanaf _____ vm./nm. tot _____ vm./nm.
 Besonderhede van enige ongeluk of vertraging _____

(Handtekening van Bestuurder.)

Datum _____ 19 _____

(2) Elke motorvoertuigbestuurder of deelydse motorvoertuigbestuurder moet in die logboek in subklousule (1) genoem, 'n daaglikse log in duplo hou ten opsigte van elke dag se werk en 'n afskrif daarvan binne vier-en-twintig uur na die voltooiing van die dag se werk waarop dit betrekking het aan sy werkgever oorhandig, en vir die toepassing van hierdie klousule het die uitdrukking „werk” met betrekking tot 'n deelydse motorvoertuigbestuurder slegs betrekking op „'n motorvoertuigbestuur” soos omskryf in die woordomskriving van hierdie klas werknemer.

(3) Elke werkgever moet die afskrif van die daaglikse log wat ingevolge subklousule (2) aan hom oorhandig word, vir 'n tydperk van drie jaar na sodanige oorhandiging hou.

(4) Die bepalinge van subklousule (1), (2) en (3) is nie van toepassing ten opsigte van 'n motorvoertuig wat van 'n meganiese toestel voorsien is wat outomaties die begin- en stoptye vir die hele tydperk wat die voertuig bestuur word en die getal myle afgelê, aanteken nie: Met dien verstande dat—

(i) die werkgever 'n register hou wat sonder onderbreking die name van die bestuurders of deelydse bestuurders van sodanige voertuig en die tye waarop elke bestuurder of deelydse bestuurder vir die voertuig verantwoordelik was, meld;

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

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

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

(a) in the case of a weekly employee, on or before the usual pay day of the establishment for such employee and shall run from the day after such pay day;

(b) in the case of a monthly employee, on or before the first or the fifteenth day of a calendar month and shall run from such first or fifteenth day:

Provided—

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

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

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

(4) The notice prescribed in sub-clause (1) shall be in writing, except in the case of employees referred to in clause 3 (1) (a) (ii).

13. CERTIFICATE OF SERVICE.

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

14. PROHIBITION OF EMPLOYMENT.

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

15. LOG BOOK.

(1) An employer shall provide his driver of a motor vehicle or his part-time driver of a motor vehicle with a log book with duplicate folios as nearly as practicable in the following form:—

DAILY LOG.

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

(Signature of Driver.)

Date _____ 19 _____

(2) Every driver of a motor vehicle or part-time driver of a motor vehicle shall, in the log book referred to in sub-clause (1), keep a daily log in duplicate in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a copy thereof to his employer, and for the purpose of this clause the expression “work” in relation to a part-time driver of a motor vehicle shall refer only to “driving a motor vehicle” as defined in the definition of this class of employee.

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

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

(i) that the employer keeps a record showing, with full continuity, the names of the drivers or part-time drivers of such vehicle and the times during which each driver or part-time driver was in charge of the vehicle;

- (ii) genoemde register die registrasienommer van die voertuig meld; en
 - (iii) genoemde register deur elke bestuurder of deelydse bestuurder onderteken word om die tyd te bevestig waarop hy verantwoordelikheid vir die voertuig oorneem en waarop hy ophou vir die voertuig verantwoordelik te wees.
- (5) 'n Werknemer moet elke register soos 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) Elke werkgewer moet in sy bedryfsinrigting een of meer bywoningsregisters verskaf waarin voorsiening gemaak word vir die inskrywings wat 'n werknemer ingevolge subklousule (3) vereis word om te doen: Met dien verstande dat 'n werkgewer in plaas van sodanige bywoningsregister, 'n halfoutomatiese tydregistreerder kan verskaf met die nodige kaarte so na as moontlik in die volgende vorm:—

No. _____
 Naam _____
 Week geëindig _____ 19____

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

(2) 'n Werkgewer moet daaglik in sodanige bywoningsregister aantekeninge hou van die naam en beroep van elke werknemer, of, waar hy 'n halfoutomatiese tydregistreerder verskaf het, moet hy aan elke werknemer 'n kaart verskaf in die vorm voorgeskryf in die voorbehoudsbepaling van subklousule (1), en hierdie kaart moet die naam van die werknemer en die datum van die einde van die week ten opsigte waarvan dit gebruik moet word, aandui.

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

- (a) in sodanige bywoningsregister—
 - (i) sy handtekening;
 - (ii) die tydstip waarop hy begin werk het;
 - (iii) die aanvangstyd en ophoutyd van elke etens- of ander pouse, wat nie as gewone werkure gereken kan word nie; en
 - (iv) die aflooptyd van die werk vir die dag; aanteken, of
- (b) in 'n bedryfsinrigting waarin 'n halfoutomatiese tydregistreerder verskaf word, inskrywings deur middel van sodanige registreerder op 'n kaart maak wat ingevolge subklousule (2) verskaf word om die volgende aan te toon:—
 - (i) die tydstip waarop hy begin werk het;
 - (ii) die tydstip waarop elke etens- of ander pouse wat nie as gewone werkure gereken kan word nie, 'n aanvang neem en eindig; en
 - (iii) die aflooptyd van die werk vir die dag;

Met dien verstande dat indien 'n werknemer nie kan lees en skryf nie, sy werkgewer namens hom die nodige inskrywings ten opsigte van items (a) (ii) tot en met (a) (iv), moet maak en onderteken.

(4) 'n Werkgewer moet so 'n bywoningsregister of kaarte, na gelang van die geval, 'n tydperk van minstens drie jaar na die datum van die laaste inskrywingsdatum daarin of daarop, hou.

(5) Alle inskrywings in 'n bywoningsregister moet in ink of inktlood geskied.

- (ii) that the said record shows the registration number of the vehicle; and
- (iii) that the said record is signed by each driver or part-time driver confirming the time when he takes charge of the vehicle and the time when he ceases to be in charge of the vehicle.

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

16. ATTENDANCE REGISTER.

(1) Every employer shall provide in his establishment one or more attendance registers in which provision is made for the entries which an employee is, in terms of sub-clause (3), required to make: Provided that in lieu of such attendance register an employer may provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form:—

No. _____
 Name _____
 Week ending _____ 19____

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

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

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

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

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

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

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

(6) Die bepalings van hierdie klousule is nie op werknemers in klousules 3 (1) (a) (ii) en 5 (8) (a) of op 'n chauffeur 'n motorvoertuigbestuurder of 'n deelydse motorvoertuigbestuurder van toepassing nie.

BYLAE.

*Ek/Ons _____ wat die bedryf uitoefen as † _____ te _____ sertifiseer hierby dat *mnr./mev./mej. _____ in diens was by *my/ons vanaf die _____ dag van 19 _____ tot die _____ dag van 19 _____ in die beroep van † _____ By diensbeëindiging was sy/haar loon * _____ rand _____ sent *per week/maand.

(Handtekening van werkgewer of gemagtigde verteenwoordiger.)

Datum _____ 19 _____

*Skrap wat nie van toepassing is nie.
†Vermeld aard van die bedryf, bv. juwelier, ysterwarehandelaar, drankwinkelbestuurder, algemene handelaar.
‡Vermeld beroep waarin 'n werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, winklassistent, algemene werker.

No. 640.] [8 September 1961.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAE IN GEVOLGE OORLOGS-MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

KOMMERSIËLE DISTRIBUSIEBEDRYF, VERNAAMSTE GEBIEDE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreeël No. 43 van 1942, soos gewysig, hierby die toepassing van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 3 van die Loonvaststelling vir die Kommersiële Distribusiebedryf, Ver-naamste Gebiede, gepubliseer by Goewermentskennis-gewing No. 639 van 8 September 1961.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 641.] [8 September 1961.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

KOMMERSIËLE DISTRIBUSIEBEDRYF, VERNAAMSTE GEBIEDE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet of Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Vaststelling vir die Kommersiële Dis-tribusiebedryf, gepubliseer by Goewermentskennisgewing No. 639 van 8 September 1961, oor die algemeen nie vir die werknemers wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, minder gunstig as die desbetreffende bepalings van genoemde Wet is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

(6) The provisions of this clause shall not apply to employees referred to in clauses 3 (1) (a) (ii) and 5 (8) (a) or to a chauffeur, a driver of a motor vehicle or a part-time driver of a motor vehicle.

SCHEDULE.

*I/We _____ carrying on trade as † _____ at _____ hereby certify that *Mr./Mrs./Miss _____ was employed by *me/us from the _____ day of _____ 19 _____ to the _____ day of _____ 19 _____ in the occupation of _____ † _____ At the termination of employment *his/her wage was _____ rand _____ cents per *week/month.

(Signature of Employer or Authorised Representative.)

Date _____ 19 _____

*Delete whichever inapplicable.
†State nature of the trade, e.g., jeweller, hardware merchant, bottle storekeeper, general dealer.
‡State occupation in which employee was wholly or mainly engaged, e.g. clerk, shop assistant, general worker.

No. 640.] [8 September 1961.

WAR MEASURE ACT, 1940.

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

COMMERCIAL DISTRIBUTIVE TRADE, PRINCIPAL AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 3 of the Wage Determination for the Commercial Distributive Trade, Principal Areas, published under Government Notice No. 639 of the 8th September, 1961.

M. VILJOEN,
Deputy-Minister of Labour.

No. 641.] [8 September 1961.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

COMMERCIAL DISTRIBUTIVE TRADE, PRINCIPAL AREAS.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Determination for the Commercial Distributive Trade, published under Government Notice No. 639 of the 8th September 1961, on the whole to be not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.