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## GENERAL NOTICE/ALGEMENE KENNISGEWING

**NOTICE R5560 OF 1995**

**WAGE ACT, 1957**

**WAGE DETERMINATION 478: COMMERCIAL  
DISTRIBUTIVE TRADE, CERTAIN AREAS**

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

**KENNISGEWING R5560 VAN 1995**

**LOONWET, 1957**

**LOONVASSTELLING 478: KOMMERSIËLE  
DISTRIBUSIE BEDRYF, SEKERE GEBIEDE**

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

## SCHEDULE

### 1. AREA AND SCOPE OF DETERMINATION

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

- (a) a small employer as defined in subclause (3); or
- (b) an employer while he or she is a new employer as defined in subclause (4).

The Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Mitchells Plain, Pinetown, Pretoria, Roodepoort, Simon's Town, Springs, The Cape, Wonderboom and Wynberg and the municipal areas of Aliwal North, Barberton, Beacon Bay, Beaufort West, Bethal, Bethlehem, Bloemfontein, Brackenfell, Brits, Bronkhorstspuit, Burgersdorp, Caledon, Carletonville, Ceres, Christiana, Cradock, De Aar, Delmas, Despatch, Dundee, East London (excluding the village of Berlin), Empangeni, Ermelo, Estcourt, Evander, Ficksburg, Fochville, George, Glencoe, Gonubie, Gordon's Bay, Graaff-Reinet, Grahams-town, Groblersdal, Harrismith, Heidelberg (Gauteng), Heilbron, Hermanus, Howick, King William's Town, Klerksdorp, Knysna, Kokstad, Kroonstad, Krugersdorp, Kuils River, Kuruman, Ladybrand, Ladysmith, Lichtenburg, Louis Trichardt, Lydenburg, Malmesbury, Margate, Meyerton, Middelburg (Eastern Cape), Middelburg (Eastern Transvaal), Montagu, Mossel Bay, Nelspruit, Newcastle, Nigel, Nylstroom, Odendaalsrus, Orkney, Oudtshoorn, Paarl, Parys, Phalaborwa, Pietermaritzburg, Pietersburg, Piet Retief, Port Elizabeth, Port Shepstone, Potchefstroom, Potgietersrus, Queenstown, Randburg, Randfontein, Riversdale, Robertson, Rustenburg, Sasolburg, Schweizer-Reneke, Scottburg, Senekal, Somerset East, Somerset West, Standerton, Stanger, Stellenbosch, Stilfontein, Strand, Swellendam, Thabazimbi, Tzaneen, Uitenhage, Umhlanga, Upington, Vanderbijlpark, Vereeniging, Verulam, Virginia, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid, Warmbaths, Welkom, Wellington, Westonaria, White River, Witbank, Wolmaransstad, Worcester and Zeerust and the village management board area of Allanridge.

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

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

- (a) into or onto which persons are admitted or invited for the purpose of purchasing, otherwise than by public auction, the goods displayed or offered therein or thereon or goods of the type so displayed or offered for sale;
- (b) in or on which the goods referred to in paragraph (a) are stocked, stored, unpacked or packed or from which such goods are delivered or despatched to persons referred to in paragraph (a) who are purchasing such goods;
- (c) in or on which goods are stocked or stored and from which wholesale or retail orders are executed for the supply of such goods;
- (d) in or on which a manufacturer's representative carries on his or her activities as such, and in this regard "*manufacturer's representative*" means any person, other than an employee of a manufacturer, who, as an agent or otherwise, on behalf of a manufacturer, stores, displays or keeps for sale goods or samples of goods manufactured by the manufacturer, or obtains or receives, in any manner whatsoever, orders for goods from persons for the purchase by them of such goods and executes such orders or transmits such orders to the manufacturer for acceptance or otherwise; or
- (e) in or on which a business is carried on under the off-consumption privileges of a hotel liquor licence, or under a liquor store licence;

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

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

## BYLAE

## 1. GEBIED EN OMVANG VAN VASSTELLING

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

- (a) 'n klein werkgewer soos omskryf in subklousule (3); of  
(b) 'n werkgewer terwyl hy of sy 'n nuwe werkgewer is soos omskryf in subklousule (4).

Die landdrosdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Mitchells Plain, Pinetown, Pretoria, Roodepoort, Simonstad, Springs, Wonderboom en Wynberg en die munisipale gebiede van Aliwal-Noord, Barberton, Beaconbaai, Beaufort-Wes, Bethal, Bethlehem, Bloemfontein, Brackenfell, Brits, Bronkhorstspuit, Burgersdorp, Caledon, Carletonville, Ceres, Christiana, Cradock, De Aar, Delmas, Despatch, Dundee, Empangeni, Ermelo, Estcourt, Evander, Ficksburg, Fochville, George, Glencoe, Gonubie, Gordonsbaai, Graaff-Reinet, Grahamstad, Groblersdal, Harrismith, Heidelberg (Gauteng), Heilbron, Hermanus, Howick, King William's Town, Klerksdorp, Knysna, Kokstad, Kroonstad, Krugersdorp, Kuilsrivier, Kuruman, Ladybrand, Ladysmith, Lichtenburg, Louis Trichardt, Lydenburg, Malmesbury, Margate, Meyerton, Middelburg (Oos-Kaap), Middelburg (Oos-Transvaal), Montagu, Mosselbaai, Nelspruit, Newcastle, Nigel, Nylstroom, Odendaalsrus, Oos-Londen (uitgesonderd die dorp Berlin), Orkney, Oudtshoorn, Paarl, Parys, Phalaborwa, Pietermaritzburg, Pietersburg, Piet Retief, Port Elizabeth, Port Shepstone, Potchefstroom, Potgietersrus, Queenstown, Randburg, Randfontein, Riversdal, Robertson, Rustenburg, Sasolburg, Schweizer-Reneke, Scottburgh, Senekal, Somerset-Oos, Somerset-Wes, Standerton, Stanger, Stellenbosch, Stilfontein, Strand, Swellendam, Thabazimbi, Tzaneen, Uitenhage, Umhlanga, Upington, Vanderbijlpark, Vereeniging, Verulam, Virginia, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid, Warmbad, Welkom, Wellington, Westonaria, Witrivier, Witbank, Wolmaransstad, Worcester en Zeerust en die dorpsbestuursraadsgebied van Allanridge.

- (2) "*Kommersiële Distribusiebedryf*" of "*Bedryf*" beteken die bedryf waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om 'n winkel, soos hieronder omskryf, te bedryf en omvat alle daarmee gepaardgaande werksaamhede wat deur sodanige werkgewers en hul werknemers verrig word. "*Winkel*" beteken enige perseel of gedeelte van 'n perseel (uitgesonderd enige vervoermiddel wat uitsluitlik vir die verkoop van roomys, sorbet, waterys of bevrore banket gebruik word) waarin of waarop—

- (a) persone toegelaat of waarheen persone uitgenooi word vir die koop, uitgesonderd per openbare veiling, van die goedere wat daarin of daarop vir verkoop uitgestal of aangebied word, of van goedere van die soort wat aldus uitgestal of aangebied word;  
(b) Die goedere in paragraaf (a) bedoel, in voorraad gehou, geberg, uitgepak of verpak word, of van waar sodanige goedere afgelewer of versend word aan persone in paragraaf (a) bedoel wat sodanige goedere aankoop;  
(c) goedere in voorraad gehou of geberg word en van waar groothandel- of kleinhandelbestellings uitgevoer word vir die lewering van sodanige goedere;  
(d) 'n vervaardigersverteenwoordiger sy of haar werksaamhede as sodanige verrig, en in hierdie verband beteken "*vervaardigersverteenwoordiger*" enigiemand, uitgesonderd 'n werknemer van 'n vervaardiger, wat as die agent van of andersins namens 'n vervaardiger goedere of monsters van goedere wat deur die vervaardiger vervaardig is, berg, vertoon of te koop aanhou, of wat op enige manier hoegenaamd bestellings vir goedere van persone verkry of ontvang vir die aankoop deur hulle van sodanige goedere en wat sodanige bestellings uitvoer of aan die vervaardiger deurstuur vir aanvaarding of andersins; of  
(e) 'n besigheid kragtens die buiteverkoopregte van 'n hoteldranklisensie of kragtens 'n drankwinkel-lisensie gedryf word;

en "*winkelwerksaamheid*" het 'n ooreenstemmende betekenis, maar omvat nie enige perseel of gedeelte van 'n perseel waarin, waarop of van waar die volgende werksaamhede verrig word nie:

- (i) Die werksaamhede van 'n haarkappersalon of barbierswinkel waar die werknemers se tyd grotendeels deur sodanige werksaamhede in beslag geneem word;



- (ii) the sale and/or distribution by a manufacturer of the goods manufactured by him or her where—
  - (aa) such sale and/or distribution is carried out on or in premises or portion of any premises forming part of or located next to the factory premises;
  - (ab) such goods are manufactured to the order of any person for his or her own use or consumption and not for resale by that person;
- (iii) the sale and/or distribution by a baker or confectioner of his or her products;
- (iv) the sale and/or distribution of sand, soil or gravel;
- (v) the sale and/or distribution or preparation for sale of timber, wood or waste products from the processing of timber or wood;
- (vi) the receiving, packing, filling, storing, despatching, delivery, sale and/or distribution by wholesale or in bulk, as the case may be, of any form of—
  - (aa) liquid fuel used for the purpose of driving internal combustion engines;
  - (ab) lubricating oil or grease;
  - (ac) oil, grease or other product derived from oil if distributed by an employer engaged in (aa);
- (vii) the business of a newspaper publisher who is required to hold a licence under item 5 of the First Schedule to the Licences Act, 1962;
- (viii) the business of a hawker or pedlar;
- (ix) the business of a quarry master;
- (x) any shop activity in the following industries or trades:
  - (aa) *Business Equipment Industry* as defined in Wage Determination 476, published under Government Notice No. R.1498 of 9 September 1994;
  - (ab) *Catering Trade* as defined in Wage Determination 461, published under Government Notice No. R.1027 of 26 May 1989;
- (xi) any shop activity that may be or was subject to a wage determination not specifically referred to in subparagraph (x), or to any other wage regulating measure as defined in the Labour Relations Act, 1956, or to the authority of an industrial council;
- (3) “*small employer*” means an employer who at all times employs not more than four employees;
- (4) “*new employer*” means a business newly established in the Trade during the first 12 months of its existence in the Trade: Provided that if an existing business undergoes a change of name or ownership (including a change of directors, members or partners) while largely retaining the same employees and/or clients, it shall not be regarded as a new employer.

## 2. DEFINITIONS

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

- (1) “*alteration hand*” means an employee who alters or repairs incidental to the sale thereof any articles of wearing apparel including millinery, other than second-hand clothing;
- (2) “*assembler*” means an employee who is engaged in any one or more of the following duties:
  - (a) Assembling the following articles or components thereof as a whole or in part from ready-made parts:
    - (i) bicycles;
    - (ii) mechanical or electrical appliances or devices;
  - (b) adjusting precision bearings, chains or built-up wheels;
  - (c) setting or tightening spokes;



- (ii) die verkoop en/of verspreiding deur 'n vervaardiger van die goedere wat hy of sy vervaardig waar—
  - (aa) sodanige verkoop en/of verspreiding onderneem word op of geskied in enige perseel of gedeelte van 'n perseel wat deel uitmaak van of geleë is aangrensend aan die fabriekperseel;
  - (ab) sodanige goedere op bestelling van 'n persoon vir sy of haar eie gebruik of verbruik vervaardig word en nie vir herverkoop deur daardie persoon bedoel is nie;
- (iii) die verkoop en/of verspreiding van sy of haar produkte deur 'n bakker of banketbakker;
- (iv) die verkoop en/of verspreiding van sand, grond of gruis;
- (v) die verkoop en/of verspreiding of voorbereiding vir verkoop van timmerhout, hout of afvalprodukte van die verwerking van timmerhout of hout;
- (vi) die ontvangs, verpakking, vul, opberging, versending, aflewering, verkoop en/of verspreiding in die groothandel of in groot maat, na gelang van die geval, van enige vorm van—
  - (aa) vloeibare brandstof vir die aandryf van binnebrandenjins;
  - (ab) smeerolie of -ghries;
  - (ac) olie, ghries of ander produk afkomstig uit olie indien dit versprei word deur 'n werkgewer betrokke by (aa);
- (vii) die besigheid van 'n koerantuitgewer wat kragtens item 5 van die Eerste Bylae van die Wet op Lisensies, 1962, 'n lisensie moet hê;
- (viii) die besigheid van 'n marskramer of venter;
- (ix) die besigheid van 'n steengroefbaas;
- (x) enige winkelwerkzaamheid in die volgende nywerhede of bedrywe:
  - (aa) *Bedryfsuitrustingnywerheid* soos omskryf in Loonvasstelling 476, gepubliseer by Goewermentskennisgewing No. R.1498 van 9 September 1994;
  - (ab) *Verversingsbedryf* soos omskryf in Loonvasstelling 461, gepubliseer by Goewermentskennisgewing No. R.1027 van 26 Mei 1989;
- (xi) enige winkelwerkzaamheid wat onderworpe is of was aan 'n loonvasstelling nie uitdruklik in subparagraaf (x) vermeld nie of aan enige ander loonreëlende maatregel soos omskryf in die Wet op Arbeidsverhoudinge, 1956, of aan die gesag van 'n nywerheidsraad.
- (3) “*Klein werkgewer*” beteken 'n werkgewer wat te alle tye altesaam hoogstens vier werknemers in diens het.
- (4) “*Nuwe werkgewer*” beteken 'n nuut gestigte besigheid in die Bedryf gedurende die eerste 12 maande van sy bestaan in die Bedryf: Met dien verstande dat 'n bestaande besigheid wat 'n verandering van naam of eienaarskap (met inbegrip van 'n verwisseling van direkteure, lede of vennote) ondergaan terwyl grootliks dieselfde werknemers en/of klante behou word, nie geag word 'n nuwe werkgewer te wees nie.

## 2. WOORDOMSKRYWING

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

- (1) “*aankoper*” 'n werknemer wat namens sy of haar werkgewer se bedryfsinrigting met vervaardigers of hul verteenwoordigers vir die aankoop van goedere onderhandel en wat die verkoopprijs van sulke goedere mag bepaal; (3)
- (2) “*algemene assistent*” 'n werknemer wat een of meer van die volgende pligte verrig:
  - (a) 'n Drywer vergesel of bystaan maar nie die afleweringsvoertuig dryf nie;
  - (b) 'n demonstrateur-verkoopsman, buiteverkoopsassistent of versorger-bestellingnemer vergesel of bystaan, maar nie 'n motorvoertuig dryf of gereedskap onafhanklik gebruik nie;

(d) truing bicycle wheels;

(e) making final adjustments to assembled bicycles;

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

- (3) "*buyer*" means an employee who on behalf of his or her employer's establishment negotiates with manufacturers or their representatives or other suppliers the purchase of goods intended for resale, and who may determine the selling prices of such goods;
- (4) "*casual employee*" means an employee who is employed by the same employer on not more than three days in any week: Provided that in a week during which the end of a month falls on a work-day, in which case such an employee may in such week work for the same employer for not more than three days up to and including the last day of that month and for not more than three days of the next month on condition that the employee is not employed by the same employer for more than five days in such week;
- (5) "*chauffeur*" means an employee, other than a driver, driver-salesman or a commercial traveller's assistant, who drives a light motor vehicle which is intended to carry persons and used for the conveyance of his or her employer or of employees, clients or visitors and which may be used for the conveyance of documents or parcels;
- (6) "*clerical assistant*" means an employee who, under the supervision of a clerk or a despatch clerk with not less than two years' experience, is engaged in any one or more of the following duties:
- (a) Adding or subtracting, with or without a machine;
  - (b) checking, for accuracy, orders assembled by a store assistant;
  - (c) copying, otherwise than by means of a typewriter, computer or word processor names and addresses from prepared documents on to circulars, envelopes or labels;
  - (d) determining correct postage by means of mass measuring or otherwise;
  - (e) entering, otherwise than by means of a typewriter, computer or word processor, particulars in records;
  - (f) filing documents in accordance with a written instruction or list or in alphabetical, colour or numerical order;
  - (g) issuing time cards;
  - (h) maintaining records of outgoing or incoming mail;
  - (i) operating a lithographic machine;
  - (j) setting or operating a franking machine;
  - (k) writing out consignment or delivery notes or packing slips;
  - (l) writing up stock cards;
- (7) "*clerk*" means an employee who is engaged in writing, typing or any other form of clerical work and includes operating a telefacsimile machine, a telephone switchboard operator and an operator of a machine used for accounting and calculating purposes or a punch card machine, but does not include a computer operator or any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work;
- (8) "*commercial traveller*" means an employee, other than a demonstrator-salesman, an outside sales assistant or a service supply salesman, who as a travelling representative of an establishment invites, canvasses or solicits orders on behalf of such establishment and who may collect money;
- (9) "*commercial traveller's assistant*" means an employee who accompanies a commercial traveller and assists him or her in carrying, packing, unpacking or displaying his or her samples and who may drive the motor vehicle used by the commercial traveller in the performance of his or her duties;
- (10) "*commission work*" means any system under which an employee receives additional remuneration calculated on the value or volume of sales effected or on the value or number of orders submitted to and accepted by his or her employer;

- (c) posseëls op briewe, pakkies of ander artikels aanbring;
- (d) gedrukte of klaar geadresseerde etikette op bottels, bale, kiste of ander verpakkings aanbring;
- (e) kissies van kasplanke met die hand inmeakaarsit;
- (f) afvalmetaal stukkend breek;
- (g) goedere dra of verskuif, op 'n ander wyse as met 'n kragtoestel;
- (h) wile omruil of lekke regmaak;
- (i) masjinerie, persele, voertuie, meubels, implemente, gereedskap, werktuie of goedere op sy of haar werkgewer se persele skoonmaak;
- (j) pluimvee skoonmaak of pluk;
- (k) rou vis skoonmaak, krap, fileer, moot of stukkend sny;
- (l) kontantgeld in die geval van k.b.a.-verkope invorder of skriftelike bestellings aanneem;
- (m) met betrekking tot goedere wat in die bedryfsinrigting verkoop word, papier, monsters, linoleum, matte, gordynstange, ogiesdraad, draad of ander artikels of kommoditeite met die hand sny;
- (n) afvalmetaal in stukke sny;
- (o) briewe, pakkies, boodskappe of goedere aflewer of oordra, op enige ander wyse as met 'n motovoertuig met 'n enjinkapasiteit van meer as 100 cm<sup>3</sup>;
- (p) 'n voertuig dryf wat deur diere getrek word;
- (q) in vate, tenks of ander houers tap, intap of daaruit tap;
- (r) bakke of afvalmandjies met goedere vul;
- (s) outomatiese of semi-outomatiese masjiene, bewegende bande of platforms voer of daaruit neem;
- (t) bottels of ander houers vul of van doppies, proppe of etikette voorsien;
- (u) pos opvou of in koeverte plaas;
- (v) eiers volgens grootte gradeer;
- (w) klere, pakke of ander goedere aan relings of hakke hang of in eilandrakke, rakke of uitstaltoonbanke plaas;
- (x) stryk;
- (y) voertuie laaie of aflaai;
- (z) vure maak of aan die gang hou of vullis of as verwyder;
- (aa) tee of soortgelyke drankte maak vir of bedien vir werknemers, sy of haar werkgewers of gaste;
- (ab) goedere met die hand merk, brandmerk of sjabloneer;
- (ac) afvallood smelt;
- (ad) sakke met die hand of met 'n masjien heelmaak;
- (ae) gebruikte klere vir verkoop herstel of verander;
- (af) die bestanddele van diere- of pluimveevoedsel, waarvan die massa vooraf gemeet of andersins bepaal is, met die hand meng;
- (ag) kiste of kratte toespyker of heelmaak;
- (ah) masjinerie of voertuie (uitgesonderd motorvoertuie) olie of smeer;
- (ai) deure of vensters of bale, kiste of ander verpakkings oopmaak of toemaak;
- (aj) 'n adresseer-, fotokopieer- of dupliseermasjien bedien;
- (ak) enige kragmasjien, nie spesifiek in hierdie klousule genoem nie, bedien;
- (al) 'n draagbare pomp bedien;
- (am) goedere verpak vir versending of aflewering, met inbegrip van die verpakking van goedere by die betaalpunt;



- (11) “*computer operator*” means an employee who operates or assists in operating an electronic data processing machine including a system consisting of a number of such machines, but does not include operating a cash register or a till;
- (12) “*day*” means the period of 24 hours from midnight to midnight: Provided that in the case of a security officer, Grade A, or a security officer, Grade B, it shall mean a period of 24 hours reckoned from the time such an employee commences work;
- (13) “*daily wage*” means an employee’s hourly wage multiplied by the number of hours ordinarily worked by him or her on a weekday, excluding a Saturday;
- (14) “*demonstrator*” means an employee who demonstrates goods in or at his or her employer’s establishment with the object of inducing persons to buy such goods;
- (15) “*demonstrator-salesman*” means an employee who demonstrates away from the employer’s establishment, machinery, implements, radios, television sets, audio equipment, refrigerators or other mechanical appliances, and who may sell such machinery, implements, radios, television sets, audio equipment, refrigerators or other appliances;
- (16) “*despatch clerk*” means an employee who is responsible for receiving goods into or from a store, warehouse or open stockyard or from departments for despatch or despatching goods from a store, warehouse or open stockyard, and who may supervise or control the duties of a clerical assistant, a store assistant or a general assistant;
- (17) “*displayer*” means an employee who draws, paints, makes or prepares posters, placards, backgrounds, set pieces, window displays or interior or exterior displays;
- (18) “*displayer’s assistant*” means an employee who, under the direction and in accordance with the specific detailed instruction of a displayer, is engaged in any one or more of the following duties:
  - (a) Ground painting to outlines or other demarcated limits indicated by a displayer on posters, placards or other displays;
  - (b) cutting out or assembling posters, placards or other materials comprising set pieces or other displays designed by the displayer;
- (19) “*dolly*” means a trailer on which a semi-trailer rests and which converts the latter into a trailer;
- (20) “*driver*” means an employee, other than a chauffeur, commercial traveller’s assistant or driver-salesman who drives a motor vehicle, and for the purposes of this definition the expression “*drives a motor vehicle*” includes all periods of driving, any time spent by the driver on work connected with the vehicle or the load and all periods during which he or she is obliged to remain at his or her post in readiness to drive;
- (21) “*driver-salesman*” means an employee, other than a chauffeur, commercial traveller, commercial traveller’s assistant, driver or a service supply salesman, who drives a motor vehicle, sells goods from such vehicle and who is responsible for the money received by him or her in respect of such sales and who, in addition, may accept orders;
- (22) “*emergency work*” means—
  - (a) any work which owing to fire, storm, accident, epidemic, act of violence, sabotage, industrial unrest, theft or a breakdown of plant, motor vehicles or machinery, or a breakdown or threatened breakdown of buildings or other such unforeseen circumstances must be done without delay;
  - (b) any work in connection with the loading or unloading of—
    - (i) ships;
    - (ii) trucks or vehicles of Transnet Ltd;
    - (iii) vehicles used by a cartage contractor in the fulfilment of his or her contract as such with Transnet Ltd;
  - (c) any work in connection with the provisioning of ships;
  - (d) any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;
- (23) “*establishment*” means any premises or part of such premises in or in connection with which one or more employees are employed in the Trade;

- (an) goedere op uitstallrakke, eilandrakke of rakke of in kabinette pak, plaas of stapel;
- (ao) met 'n rubberstempel of ander toestel pryse herhaaldelik onder toesig op goedere aanbring;
- (ap) herhaaldelik massameet of herhaaldelik meet; of massameet vir voorraad;
- (aq) riffel- of veselborddose of soortgelyke houers inmeekaarsit of uitmekaarhaal;
- (ar) goedere sorteer;
- (as) bande of drade om kiste sit;
- (at) diere versorg, skoonmaak of voer;
- (au) goedere uitpak;
- (av) rubber- of ander stempels gebruik, waar daar geen onderskeidingsvermoë nodig is nie;
- (aw) uniforms, oorpakke of beskermende klere was;
- (ax) pakkies toedraai; (27)
- (3) "*bediener van 'n mobiele hysmasjien*" 'n werknemer wat 'n mobiele hysmasjien bedien wat by die laai, aflaai, verskuiwing of stapeling van goedere gebruik word; (43)
- (4) "*bedryfsinrigting*" 'n perseel of gedeelte van sodanige perseel waarin of in verband waarmee een of meer werknemers in die Bedryf in diens is; (23)
- (5) "*bestuurder*" 'n werknemer, uitgesonderd 'n toesighouer, wat deur sy of haar werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en leiding van dié werksaamhede van 'n bedryfsinrigting of 'n afdeling of gedeelte van 'n bedryfsinrigting en die werknemers wat daarin werk; (39)
- (6) "*betaalde vakansiedag*" 'n openbare vakansiedag soos beoog in artikel 2 van die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994); (53)
- (7) "*bruto kombinasiemassa*", met betrekking tot 'n motorvoertuig (gelede), die maksimum massa van 'n kombinasie van motorvoertuie, met inbegrip van die sleepvoertuig en die vrag, soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal; (29)
- (8) "*bruto voertuigmassa*", met betrekking tot 'n motorvoertuig (nie-gelede), die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, in die afwesigheid van sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal; (30)
- (9) "*buiteverkoopsassistent*" 'n werknemer wat vir en namens 'n kleinhandelbedryfsinrigting van kantoor tot kantoor of van private huis tot private huis gaan om bestellings van persone te vra, aan te vra of te werf vir die verskaffing van goedere aan hulle vir hul eie gebruik of verbruik en wat geld kan insamel; (51)
- (10) "*chauffeur*" 'n werknemer, uitgesonderd 'n drywer, 'n drywer-verkoopsman of 'n handelsreisiger se assistent, wat 'n ligte motorvoertuig dryf wat bedoel is om mense te vervoer en wat vir die vervoer van sy of haar werkgewer of van werknemers, klante of besoekers gebruik word en wat vir die vervoer van dokumente of pakkies gebruik kan word; (5)
- (11) "*dag*" die tydperk van 24 uur vanaf middernag tot middernag: Met dien verstande dat ten opsigte van 'n sekuriteitsbeampte, graad A, of 'n sekuriteitsbeampte, graad B, die tydperk van 24 uur bereken word vanaf die tydstop wanneer sodanige werknemer begin werk; (12)
- (12) "*dagloon*" 'n werknemer se uurloon vermenigvuldig met die totale tydperk wat hy of sy gewoonlik op 'n weekdag, uitgesonderd 'n Saterdag, werk; (13)
- (13) "*deeltydse drywer*" 'n werknemer wat ander werk doen as om 'n motorvoertuig te dryf maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy of sy dryf en alle tyd wat die drywer, terwyl hy of sy in beheer van die voertuig is, aan werk in verband met die voertuig of die vrag bestee; (54)
- (14) "*deeltydse werknemer*" 'n werknemer, uitgesonderd 'n deeltydse drywer, wat by die week of maand in diens is vir hoogstens agt gewone ure op 'n dag van Maandag tot en met Saterdag, en 25 sodanige ure in 'n week; (55)
- (15) "*demonstrateur*" 'n werknemer wat in of by sy of haar werkgewer se bedryfsinrigting goedere demonstreer met die doel om persone te beweeg om sodanige goedere te koop; (14)

(24) "experience" means—

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

Provided that:

- (i) any period or periods of employment in excess of three years altogether in any one or two of these classes shall not be regarded as employment in any other of these classes;
- (ii) any period or periods of employment which an employee has had as a senior sales assistant or a supervisor shall be deemed to be employment as a sales assistant;
- (iii) only one half of the period or periods of employment which an employee has had as a part-time employee shall be regarded as employment as an alteration hand, clerk, demonstrator, demonstrator-salesman, despatch clerk, displayer, office cashier, outside sales assistant, sales assistant, shop assistant, store detective or storeman, as the case may be;
- (c) in relation to a service supply salesman or commercial traveller, the total period or periods of employment which an employee has had as a service supply salesman or commercial traveller, respectively, in any trade;
- (d) in relation to a lift attendant or a shop assistant, the total period or periods of employment which an employee has had as a clerical assistant, lift attendant or a shop assistant in any trade: Provided that any period or periods of employment not exceeding two years which an employee has had as a clerical assistant or a shop assistant shall be deemed to be employment as a clerk, demonstrator, demonstrator-salesman, despatch clerk, office cashier, outside sales assistant, sales assistant or store detective, as the case may be;

and includes in the case of an employee in any of the classes mentioned in (a) to (d) who as an employer has performed the work of such class, the total period or periods during which such employee as an employer performed the work of such class and in the case of a manager and a trainee manager the total period or periods during which he or she was employed as a manager or a trainee manager, respectively: Provided that for the purposes of this definition the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 13, paid an employee in lieu of notice and also any period or periods during which an employee was absent—

- (i) on leave in terms of clause 6;
- (ii) on sick leave in terms of clause 7 or owing to incapacity in terms of clause 7(5)(a) or (b);
- (iii) on the instructions or at the instance of his or her employer;
- (iv) with the consent or condonation of his or her employer;
- (v) on military service;
- (vi) on compassionate leave in terms of clause 8;
- (vii) for any other reason not being in breach of the contract of employment;

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

- (25) "extra heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 16 000 kg but not 25 000 kg;
- (26) "extra heavy motor vehicle (rigid)" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg;
- (27) "general assistant" means an employee who is engaged in any one or more of the following duties;

- (16) "*demonstrateur-verkoopsman*" 'n werknemer wat weg van die bedryfsinrigting van die werkgewer masjinerie, gereedskap, radio's, televisiestelle, oudiotoerusting, koelkaste of ander meganiese toestelle demonstreer, en wat sodanige masjinerie, gereedskap, radio's, televisiestelle, oudiotoerusting, koelkaste of ander toestelle mag verkoop; (15)
- (17) "*drastel*" 'n sleepwa waarop 'n leunwa rus en wat laasgenoemde in 'n sleepwa omskep; (19)
- (18) "*drywer*" 'n werknemer, uitgesonderd 'n chauffeur, 'n reisende verteenwoordiger se assistent of 'n drywer-verkoopsman, wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat hy of sy dryf, alle tyd wat hy of sy bestee aan werk in verband met die voertuig of die vrag, en alle tydperke wat hy of sy verplig is om op sy of haar pos te bly, gereed om te dryf; (20)
- (19) "*drywer-verkoopsman*" 'n werknemer, uitgesonderd 'n chauffeur, 'n handelsreisiger, 'n handelsreisiger se assistent, 'n drywer of 'n versorger-bestellingnemer, wat 'n motorvoertuig dryf en goedere uit so 'n voertuig verkoop en wat verantwoordelik is vir die geld wat hy of sy ontvang vir sodanige verkoop, en wat ook bestellings kan aanneem; (21)
- (20) "*ekstra swaar motorvoertuig (gelede)*" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 16 000 kg is maar nie 25 000 kg oorskry nie; (25)
- (21) "*ekstra swaar motorvoertuig (nie-gelede)*" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 16 000 kg is maar nie 25 000 kg oorskry nie; (26)
- (22) "*faktotum*" 'n werknemer wat een of meer van die volgende pligte verrig:
- (a) Kleinere herstelwerk of kleinere verstellings doen aan masjinerie, installasie of ander uitrusting wat die eiendom van sy of haar werkgewer is;
  - (b) kleinere herstelwerk of kleinere verstellings doen aan goedere waarin sy of haar werkgewer handel dryf;
  - (c) kleinere herstelwerk of opknappings of onderhoudwerk doen aan geboue wat deur sy of haar werkgewer geokkupeer word;
  - (d) tapyte of gordyne wat deur sy of haar werkgewer verkoop word, ooreenkomstig die klant se vereistes insit of hang;
  - (e) motorvoertuigwindskerms en sy- of agtervensters wat deur sy of haar werkgewer verkoop word, aanbring;
- maar wat geen werk verrig wat gewoonlik deur 'n ambagsman of 'n versteller gedoen word nie; (31)
- (23) "*gekwalfiseerd*", met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer van sy of haar klas hom of haar geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; en omgekeerd, "*ongekwalfiseerd*" dat sy of haar ondervinding in sy of haar klas hom of haar nie op sodanige hoogste loontarief geregtig maak nie; (57)
- (24) "*goedere*" enige roerende eiendom insluitende verhandelbare voorraad; (28)
- (25) "*gewone werkure*" die werkure in klousule 5(1) voorgeskryf of deur ooreenkoms tussen 'n werkgewer en sy of haar werknemer dat laasgenoemde minder gewone werkure werk, sodanige minder ure; (49)
- (26) "*handelsreisiger*" 'n werknemer, uitgesonderd 'n buiteverkoopsassistent, 'n demonstrateur-verkoopsman of 'n versorger-bestellingnemer, wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting vir so 'n inrigting bestellings werf, vra of versoek en wat geld mag invorder; (8)
- (27) "*handelsreisiger se assistent*" 'n werknemer wat 'n handelsreisiger vergesel en hom of haar met die dra, inpak, uitpak of vertoon van sy of haar monsters help en wat die motorvoertuig mag dryf wat die handelsreisiger in die uitvoering van sy of haar werk gebruik; (9)
- (28) "*hysbediener*" 'n werknemer wat 'n passasiershyser bedien; (36)
- (29) "*kantoorkassier*" 'n werknemer wat in 'n kantoor geld ontvang vir goedere wat verkoop word en wat van sodanige geld rekenskap gee, en wat kwitansies kan uitreik, geld in 'n bank kan deponeer, ander take kan verrig met betrekking tot die verantwoording vir geld, lone kan betaal en kan reël om geld uit 'n bank op te vra; (50)
- (30) "*klerk*" 'n werknemer wat skryf-, tik- of enige ander soort klerklike werk verrig, en omvat dit ook 'n faksimileemasjienoperateur, 'n telefoonskakelbordoperateur en 'n bediener van 'n masjien wat gebruik



- (a) Accompanying or assisting a driver but not driving the vehicle;
- (b) accompanying or assisting a demonstrator-salesman, an outside sales assistant or a service supply salesman, but not driving a motor vehicle or using tools independently;
- (c) affixing postage stamps to letters, parcels or other articles;
- (d) affixing printed or ready addressed labels onto bottles, bales, boxes or other packages;
- (e) assembling boxes from shooks by hand;
- (f) breaking up scrap metal;
- (g) carrying or moving goods, otherwise than by means of a power-driven device;
- (h) changing wheels or repairing punctures;
- (i) cleaning machinery, premises, vehicles, furniture, implements, tools, utensils or goods on his or her employer's premises;
- (j) cleaning or plucking poultry;
- (k) cleaning, cutting, filleting, scaling or slicing raw fish;
- (l) collecting cash in the case of c.o.d. sales or accepting written orders;
- (m) cutting by hand, in relation to goods sold in the establishment, paper, samples, linoleum, mats, curtain rods, netting wire, wire or other articles or commodities;
- (n) cutting up scrap metal;
- (o) delivering or conveying letters, parcels, messages, or goods by any means other than by a motor vehicle with an engine capacity exceeding 100 cm<sup>3</sup>;
- (p) driving an animal drawn vehicle;
- (q) feeding into or drawing off from vats, tanks or other containers;
- (r) filling bins or dump baskets with goods;
- (s) feeding or taking off from automatic or semi-automatic machines, moving belts or platforms;
- (t) filling, capping, corking or labelling bottles or other containers;
- (u) folding or enveloping mail;
- (v) grading eggs according to size;
- (w) hanging clothing, packages or other goods on rails or hooks or in gondolas, racks or shelves;
- (x) ironing;
- (y) loading or unloading vehicles;
- (z) making or maintaining fires or removing refuse or ash;
- (aa) making tea or similar beverages for, or serving tea or similar beverages to employees, his or her employer, or guests;
- (ab) marking, branding or stencilling goods by hand;
- (ac) melting scrap lead;
- (ad) mending bags or sacks by hand or machine;
- (ae) mending or altering second-hand clothing for sale;
- (af) mixing by hand the ingredients of animal or poultry foods the mass of which has been measured beforehand or otherwise predetermined;
- (ag) nailing or repairing boxes or crates;
- (ah) oiling or greasing machinery or vehicles, other than motor vehicles;
- (ai) opening or closing doors or windows or bales, boxes or other packages;
- (aj) operating an addressograph, photostatic or a duplicating machine;

word vir tel- en rekendoeleindes, of 'n ponskaartmasjien, maar omdat dit nie 'n rekenaaroperateur of enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van so 'n werknemer se werk; (7)

- (31) "*klerklike assistent*" 'n werknemer wat onder die toesig van 'n klerk of 'n versendingsklerk met minstens twee jaar ondervinding een of meer van die volgende pligte verrig:
- (a) Optel of aftrek, met of sonder 'n masjien;
  - (b) bestellings wat deur 'n pakhuisassistent bymekaargebring is, vir korrektheid nasien;
  - (c) name en adresse van opgestelde dokumente op koeverte, etikette of omsendbriewe aanbring op 'n ander manier as met 'n tikmasjien, rekenaar of woordverwerker;
  - (d) die korrekte posgeld bepaal deur middel van massameting of op 'n ander manier;
  - (e) besonderhede in registers aanbring op 'n ander manier as met 'n tikmasjien, rekenaar of woordverwerker;
  - (f) dokumente liasseer volgens 'n skriftelike opdrag of lys, of in alfabetiese of numerieke volgorde of volgens kleur;
  - (g) tydkaarte uitreik;
  - (h) rekords hou van uitgaande en inkomende pos;
  - (i) 'n litografiese masjien bedien;
  - (j) 'n frankeermasjien stel of bedien;
  - (k) vrag- of afleweringbriewe of verpakkingstrokies uitskryf;
  - (l) voorraadkaarte byhou; (6)
- (32) "*kommissiewerk*" 'n stelsel waarvolgens 'n werknemer se addisionele besoldiging bereken word volgens die waarde of volume van bestellings gelewer of die waarde of getal bestellings wat hy of sy aan sy of haar werkgewer voorlê en wat laasgenoemde aanvaar; (10)
- (33) "*leerlingbestuurder*" 'n werknemer in diens in 'n bedryfsinrigting met die doel om opleiding as bestuurder te ontvang; (76)
- (34) "*ligte motorvoertuig*" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa nie meer as 3 500 kg is nie; (37)
- (35) "*loon*" die bedrag wat ingevolge klousule 3(1) aan 'n werknemer betaalbaar is ten opsigte van sy of haar gewone werkure: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié by klousule 3(1) voorgeskryf, dit sodanige hoër bedrag beteken maar dat hierdie voorbehoudsbepaling nie so uitgelê mag word nie dat dit besoldiging bedoel of omvat wat 'n werknemer wat in diens is op enige grondslag waarvoor daar in klousule 10 voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy of sy sou ontvang het as hy of sy nie op sodanige grondslag in diens was nie; (80)
- (36) "*leunwa*" 'n sleepwa sonder 'n vooras en ontwerp of aangepas om op 'n voorspanmotor te rus en daardeur getrek te word; (66)
- (37) "*los werknemer*" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is: Met dien verstande dat in 'n week waarin die einde van 'n maand op 'n werkdag val, 'n werknemer in daardie week vir dieselfde werkgewer vir soveel as drie dae tot en met die laaste dag van daardie maand en vir soveel as drie dae in die volgende maand kan werk op voorwaarde dat die werknemer nie meer as vyf dae in sodanige week vir dieselfde werkgewer werk nie; (4)
- (38) "*maandloon*" 'n werknemer se weekloon vermeningvuldig met vier en 'n derde; (44)
- (39) "*magasynman*" 'n werknemer wat oor voorrade beheer het en wat daarvoor verantwoordelik is om goedere in 'n magasyn, pakhuis of oop voorraadwerf te ontvang, op te berg, te versamel, te verpak of uit te pak en om goedere uit 'n magasyn, pakhuis of oop voorraadwerf aan afdelings of vir versending te lewer en wat toesig en beheer mag uitoefen oor die pligte van 'n pakhuisassistent, 'n klerklike assistent, 'n versendingsklerk, 'n winkelasistent of 'n algemene assistent; (72)
- (40) "*medium motorvoertuig (gelede)*" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 3 500 kg is maar nie meer as 9 000 kg is nie; (40)

- (ak) operating any power-driven machine not specifically mentioned elsewhere in this clause;
  - (al) operating a portable pump;
  - (am) packing goods for despatch or delivery, including packing goods at point of payment;
  - (an) packing, placing or stacking goods in cabinets or on counters, gondolas, racks or shelves;
  - (ao) repetitive marking of prices on goods by means of a rubber stamp or other marking device, under supervision;
  - (ap) repetitive mass-measuring or repetitive measuring; or mass-measuring for stock;
  - (aq) setting up or dismantling corrugated or fibreboard boxes or similar containers;
  - (ar) sorting goods;
  - (as) strapping or wiring boxes;
  - (at) tending, cleaning or feeding animals;
  - (au) unpacking goods;
  - (av) using rubber or other stamps, involving no discretion;
  - (aw) washing uniforms, overalls or protective clothing;
  - (ax) wrapping parcels;
- (28) “*goods*” means any movable property including trading stock;
- (29) “*gross combination mass*” in relation to a motor vehicle (articulated) means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned;
- (30) “*gross vehicle mass*” in relation to a motor vehicle (rigid) means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned;
- (31) “*handyman*” means an employee who is engaged in any one or more of the following duties:
- (a) Effecting minor repairs or minor adjustments to machinery, plant or other equipment, being the property of his or her employer;
  - (b) effecting minor repairs or minor adjustments to goods in which his or her employer deals;
  - (c) effecting minor repairs or renovations to, or carrying out maintenance work on, buildings occupied by his or her employer;
  - (d) fitting carpets or hanging curtains sold by his or her employer, in accordance with the customer’s requirements;
  - (e) fitting motor vehicle windscreens, side or rear windows, sold by his or her employer;
- but who does not do work normally performed by an artisan or an alteration hand;
- (32) “*heavy motor vehicle (articulated)*” means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg;
- (33) “*heavy motor vehicle (rigid)*” means a motor vehicle (rigid) the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg;
- (34) “*hourly wage*” means, except in the case of a casual employee, an employee’s weekly wage divided by his or her weekly ordinary hours of work, and in the case of a casual employee it means, subject to the provisos to clause 3(1)(c) the wage payable to him or her for the day on which he or she works, divided by his or her ordinary hours of work for that day;
- (35) “*law*” includes the common law;
- (36) “*lift attendant*” means an employee who operates a passenger lift;
- (37) “*light motor vehicle*” means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg;

- (41) "*medium motorvoertuig (nie-gelede)*" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa meer as 3 500 kg is maar nie meer as 9 000 kg is nie; (41)
- (42) "*militêre diens*" enige diens of opleiding ingevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957); (42)
- (43) "*monteur*" 'n werknemer wat een of meer van die volgende pligte verrig:
- (a) Die volgende artikels of onderdele geheel of gedeeltelik van klaarvervaardigde onderdele inmekaar sit:
    - (i) fietse;
    - (ii) meganiese of elektriese aparate of toestelle;
  - (b) presisielaars, kettings of opgeboude wiele verstel;
  - (c) speke aansit of stywer stel;
  - (d) fietswiele regstel;
  - (e) finale verstellings aan 'n gemonteerde fiets doen;
- en by die toepassing van hierdie woordskrywing omvat die uitdrukking "fiets", 'n driewiel en 'n afleweringsdriewieler, 'n kinderwaentjie, 'n stootwaentjie, 'n bromponie, 'n snelwa, 'n trapkarretjie en enige ander dergelike voertuig met wiele, of speelgoed wat met die hand of voet aangedryf word; (2)
- (44) "*motorvoertuig*" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 100 cm<sup>3</sup>, wat gebruik word om goedere, behalwe handelsreisigers se monsters, te vervoer en sluit dit 'n voorspanmotor, 'n motorfiets of 'n motordriewiel en 'n trekker in, maar nie 'n mobiele hysmasjien nie; (45)
- (45) "*motorvoertuig (gelede)*" 'n kombinasie van voertuie bestaande uit 'n motorvoertuig en 'n leunwa of 'n sleepwa; (46)
- (46) "*motorvoertuig (nie-gelede)*" 'n ander motorvoertuig as 'n motorvoertuig (gelede); (47)
- (47) "*nagwerk*" werk wat binne die daaglikse gewone werkure soos in klousule 5(1) voorgeskryf, gedoen word tussen 19:00 en 07:00; (48)
- (48) "*noodwerk*"
- (a) enige werk wat weens brand, diefstal, 'n epidemie, 'n gewelddaad, nywerheidsonrus, 'n ongeluk, onklaarraking van installasie of masjinerie, sabotasie, 'n storm of weens die feit dat die geboue onbruikbaar is of dreig om dit te word of enige ander sodanige onvoorsiene omstandighede, sonder versuim gedoen moet word;
  - (b) enige werk met die laai of aflaai van—
    - (i) skepe;
    - (ii) spoorwaens of voertuie van Transnet Bpk;
    - (iii) voertuie wat deur 'n vervoerkontraakteur gebruik word by die nakoming van sy of haar kontrak as sodanig met Transnet Bpk;
  - (c) enige werk in verband met die proviandering van skepe;
  - (d) enige werk in verband met die bewaking van persele of eiendom vir veiligheidsredes, tydens bouwerkzaamhede of verbouings; (22)
- (49) "*ondervinding*"—
- (a) met betrekking tot 'n versteller, 'n werknemer se totale dienstydkerke of -tydkerke in enige bedryf as 'n versteller, kleremaakster, hoedemaker, kleremaker of fynstopper;
  - (b) met betrekking tot 'n klerk, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, kantoorkassier, buiteverkoopsassistent, winkelspeurder, uitstaller of verkoopsassistent, 'n werknemer se totale dienstydkerke of -tydkerke in enige bedryf of in diens van die Staat as 'n klerk, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, kantoorkassier, buiteverkoopsassistent, winkelspeurder, magasynman, uitstaller of 'n verkoopsassistent;

Met dien verstande dat—

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



- (38) "*local government*" means any local government as contemplated by section 174 of the Constitution of the Republic of South Africa, 1993, or in any other Act of Parliament;
- (39) "*manager*" means an employee, other than a supervisor, who is charged by his or her employer with the overall supervision over, responsibility for, and direction of the activities of an establishment or a division or portion of an establishment and the employees engaged therein;
- (40) "*medium motor vehicle (articulated)*" means a motor vehicle (articulated) the gross combination mass of which exceeds 3 500 kg but not 9 000 kg;
- (41) "*medium motor vehicle (rigid)*" means a motor vehicle (rigid) the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg;
- (42) "*military service*" means any service or training in terms of the Defence Act, 1957 (Act 44 of 1957);
- (43) "*mobile hoist operator*" means an employee who operates a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods;
- (44) "*monthly wage*" means an employee's weekly wage multiplied by four and a third;
- (45) "*motor vehicle*" means a self-propelled vehicle with an engine capacity exceeding 100 cm<sup>3</sup>, used for conveying goods, other than a commercial traveller's samples, and includes a truck-tractor, tractor, a motor cycle or a motor tricycle but does not include a mobile hoist;
- (46) "*motor vehicle (articulated)*" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer;
- (47) "*motor vehicle (rigid)*" means a motor vehicle other than a motor vehicle (articulated);
- (48) "*night work*" means work performed within the daily ordinary hours of work prescribed in clause 5(1), between the hours of 19:00 and 07:00;
- (49) "*ordinary hours of work*" means the hours of work prescribed in clause 5(1) or if by agreement between an employer and his or her employee the latter works a lesser number of ordinary hours, such shorter hours;
- (50) "*office cashier*" means an employee who, in an office, receives money for goods sold, accounts for such money and who may issue receipts, deposit money in a bank, perform other tasks relating to the accounting for money, pay wages and arrange for the withdrawal of money from a bank;
- (51) "*outside sales assistant*" means an employee who for and on behalf of a retail establishment goes from office to office or from one private house to another to invite, solicit or canvass orders from persons for the supply of goods for their own use or consumption and who may collect money;
- (52) "*overtime*" means that portion of any period worked by an employee in any week or on any day which is longer than his or her weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his or her employer on a paid holiday, or his or her weekly day off or in the case of employees other than an employee who works in accordance with the provisions of clause 5(1)(d)(ii), on a Sunday;
- (53) "*paid holiday*" means a public holiday as envisaged in section 2 of the Public Holidays Act, 1994 (Act 36 of 1994);
- (54) "*part-time driver*" means an employee who is engaged in work other than driving a motor vehicle, but who, on more than two days in any week, drives a motor vehicle for not more than three hours in the aggregate per day, and for the purposes of this definition the expression "*drives a motor vehicle*" includes all periods of driving and any time spent by the driver, while in charge of the vehicle, on work connected with the vehicle or the load;
- (55) "*part-time employee*" means an employee other than a part-time driver who is employed by the week or month for not more than eight ordinary hours on any day from Monday to Saturday, inclusive, and 25 such hours in any one week;
- (56) "*piece-work*" means any system under which an employee's remuneration is based on the quantity of work done;
- (57) "*qualified*" in relation to any employee, means that the experience of the employee in his or her class entitles him or her to the highest wage rate prescribed for that class, and, conversely, "*unqualified*" means that his or her experience in his or her class does not entitle him or her to such highest rate;

- (ii) 'n werknemer se dienstydperk of -tydperke as senior verkoopsassistent of toesighouer as diens as 'n verkoopsassistent geag word;
- (iii) slegs een helfte van 'n werknemer se dienstydperk of -tydperke as deeltydse werknemer gereken word as diens as 'n verteller, klerk, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, uitstaller, kantoorkassier, buiteverkoopsassistent, verkoopsassistent, winkelassistent, winkelspeurder of magasynman, na gelang van die geval;
- (c) met betrekking tot 'n versorger-bestellingnemer of handelsreisiger, 'n werknemer se totale dienstydperk of -tydperke in enige bedryf onderskeidelik as versorger-bestellingnemer of as handelsreisiger;
- (d) met betrekking tot 'n klerklike assistent, hyserbediener of winkelassistent, 'n werknemer se totale dienstydperk of -tydperke in enige bedryf as 'n klerklike assistent, hyserbediener of winkelassistent: Met dien verstande dat 'n werknemer se dienstydperk of -tydperke van hoogstens twee jaar as 'n klerklike assistent of winkelassistent gereken word as diens as 'n klerk, demonstrateur, demonstrateur-verkoopsman, versendingsklerk, kantoorkassier, buiteverkoopsassistent, verkoopsassistent of winkelspeurder, na gelang van die geval;

en omvat dit ook in die geval van 'n werknemer in enigen van die klasse in (a) tot (d) genoem, wat as 'n werkgewer die werk van sodanige klas verrig het, die totale tydperk of tydperke wartydens sodanige werknemer as werkgewer die werk van sodanige klas verrig het en in die geval van 'n bestuurder en 'n leerlingbestuurder die totale tydperk wat hy of sy onderskeidelik as bestuurder of leerlingbestuurder in diens was: Met dien verstande dat met die toepassing van hierdie woordskrywing die uitdrukking "diens" geag word enige tydperk in te sluit ten opsigte waarvan 'n werkgewer, ingevolge klousule 13, 'n werknemer betaal het in plaas van kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer afwesig was—

- (i) met verlof ingevolge klousule 6;
- (ii) met siekteverlof ingevolge klousule 7 of as gevolg van 'n ongeskiktheid ingevolge klousule 7(5)(a) of (b);
- (iii) op las of versoek van sy of haar werkgewer;
- (iv) met die toestemming of kondonering van sy of haar werkgewer;
- (v) terwyl hy of sy militêre opleiding of diens ondergaan;
- (vi) met deernisverlof ingevolge klousule 8;
- (vii) om enige ander rede wat nie 'n verbreking van die dienskontrak meebring nie;

en wat in enige tydperk van 12 maande altesaam hoogstens 15 weke ten opsigte van items (i), (ii), (iii), (iv) en (vi) beloop, of waar siekteverlof ingevolge klousule 7(3) opgeloopt het, dit in 'n tydperk van 12 maande altesaam hoogstens 15 weke beloop plus die tydperk van opgeloopte siekteverlof, tot 'n maksimum van sewe weke, verskuldig of geneem kragtens daardie klousule, plus hoogstens vier maande militêre opleiding of diens wat gedurende daardie tydperk van 12 maande ondergaan is; (24)

- (50) "oortyd" gedeelte van enige tydperk wat 'n werknemer in enige week of op enige dag werk, wat langer is as sy of haar weeklikse of daaglikse gewone werkure, na gelang van die geval, maar omvat dit nie 'n tydperk nie waarin 'n werknemer op 'n betaalde vakansiedag of sy of haar weeklikse vry dag of, in die geval van werknemers uitgesonderd 'n werknemer wat ooreenkomstig die bepalings van klousule 5(1)(d)(ii) werk, op 'n Sondag vir sy of haar werkgewer werk; (52)
- (51) "pakhuisassistent" 'n werknemer wat in 'n bedryfsinrigting waartoe klante normaalweg nie toegang het nie onder die toesig van en behoudens die nagaan daarvan deur 'n magasynman, versendingsklerk of klerklike assistent voorraad aanvul en merk of goedere byeenbring of versend, en wat goedere vir versending of aflewering kan verpak of massameet of pakkette kan merk of adresseer of goedere kan ontvang wat by die bedryfsinrigting afgelewer word, en by die toepassing van hierdie woordskrywing beteken die uitdrukking "goedere versamel" om goedere ooreenkomstig 'n skriftelike bestelling, lys of opdrag byeen te bring en kan dit die gee van mondelinge bevele aan algemene assistente insluit; (70)
- (52) "plaaslike owerheid" 'n plaaslike regering soos bedoel in artikel 174 van die Grondwet van die Republiek van Suid-Afrika, 1993, of in enige ander Wet van die Parlement; (38)
- (53) "rekenaaroperateur" 'n werknemer wat 'n elektroniese dataprocesseerder, met inbegrip van 'n stelsel wat

- (58) "*Region A*" means the Magisterial Districts of Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Mitchells Plain, Pinetown, Pretoria, Roodepoort, Simons Town, Springs, The Cape, Wonderboom and Wynberg and the municipal areas of Brakenfell, Despatch, Krugersdorp, Kuils River, Meyerton, Nigel, Paarl, Port Elizabeth, Randburg, Randfontein, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark and Vereeniging;
- (59) "*Region B*" means the municipal areas of Beacon Bay, Bloemfontein, Carletonville, East London (excluding the village of Berlin), Klerksdorp, Odendaalsrus, Orkney, Pietermaritzburg, Potchefstroom, Somerset West, Stellenbosch, Stilfontein, Strand, Virginia, Wellington, Welkom, Westonaria and Witbank;
- (60) "*Region C*" means the municipal areas of Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Gordon's Bay, Heidelberg (Gauteng), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Eastern Transvaal), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Rustenburg, Upington and Worcester and the village management board area of Allanridge;
- (61) "*Region D*" means the municipal areas of Aliwal North, Beaufort West, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Grahamstown, Harrismith, Howick, King William's Town, Margate, Parys, Phalaborwa, Potgietersrus, Port Shepstone, Queenstown, Scottburgh, Standerton, Stanger, Tzaneen, Verulam, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid, Warmbaths and White River;
- (62) "*Region E*" means the municipal areas of Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (Eastern Cape), Montagu, Nylstroom, Piet Retief, Riversdale, Robertson, Schweizer-Reneke, Senekal, Somerset East, Swellendam, Thabazimbi, Wolmaransstad and Zeerust;
- (63) "*sales assistant*" means an employee who, in the course of selling or promoting the sale of goods, is engaged in any one or more of the following duties:
- (a) Ascertaining from the customer the nature of the goods required and, where appropriate, within what price range;
  - (b) demonstrating, advising on or discussing the quality, style, feature, characteristic or property for goods which may satisfy the customer's requirements to enable him or her to reach a decision concerning their purchase;
  - (c) selecting goods in accordance with the customer's description or requirements and, where necessary, calculating the price thereof;
  - (d) supervising shop assistants or general assistants;
- and who may determine quantities of goods required in his or her department and order such goods from outside suppliers with whom the purchase of goods has been negotiated by a buyer, and for this purpose the expression "*buyer*" includes an employer who performs the functions of a buyer;
- (64) "*security officer, Grade A*" means an employee other than a store detective or a security officer, Grade B who is engaged in any one or more of the following duties:
- (a) Searching persons and if necessary restraining them;
  - (b) supervising or controlling security officers, grade B;
  - (c) controlling, recording or reporting on the movement of persons or vehicles through check-points or gates;
- and who may guard money during transit and who may be required to perform any or all of the duties of a security officer, Grade B;
- (65) "*security officer, Grade B*" means a employee other than a security officer, Grade A or a store detective who is engaged in one or more of the following duties:
- (a) Guarding, protecting or patrolling premises, buildings, structures, property or goods;
  - (b) handling or controlling dogs in the performance of any or all of the duties referred to in (a);
- (66) "*semi-trailer*" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor;



uit 'n aantal sulke masjiene bestaan, bedien of met die bediening daarvan behulpsaam is, maar omvat dit nie die bediening van 'n kontantkas of 'n kasregister nie; (11)

- (54) "*sekuriteitsbeampte, graad A*", 'n werknemer wat een of meer van die volgende pligte uitvoer:
- (a) Die gang van persone of voertuie deur kontrolepunte of hekke kontroleer of daarvoor verslag doen;
  - (b) goedere, voertuie of persone deursoek;
  - (c) oor sekuriteitsbeamptes, graad B, toesig hou of hulle beheer;
- en wat geld gedurende transito mag bewaak en van wie daar vereis kan word om enige van of al die pligte van 'n sekuriteitsbeampte, graad B, uit te voer; (64)
- (55) "*sekuriteitsbeampte, graad B*", 'n werknemer, uitgesonderd 'n sekuriteitsbeampte, graad A, wat een of meer van die volgende pligte uitvoer:
- (a) Geboue, persele, strukture of ander vaste of roerende eiendom bewaak, beskerm of patrolleer;
  - (b) honde hanteer of beheer in die uitvoering van een of meer van die pligte in (a) bedoel; (65)
- (56) "*senior verkoopsassistent*" 'n verkoopsassistent wat enige van die pligte van 'n verkoopsassistent nakom, en daarbenewens toesighoudende beheer oor minstens twee maar hoogstens vyf verkoopsassistenten uitoefen en wat ook toesig oor winkel- en algemene assistente mag uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend nakom; (67)
- (57) "*sleepwa*" 'n voertuig wat nie selfaangedrewe is nie maar wat ontwerp of aangepas is om deur 'n motorvoertuig gesleep te word, en dit sluit 'n drastel in; (75)
- (58) "*Streek A*" die landdrostdistrikte Alberton, Bellville, Benoni, Boksburg, Brakpan, Chatsworth, Die Kaap, Durban, Germiston, Goodwood, Johannesburg, Kempton Park, Mitchells Plain, Pinetown, Pretoria, Roodepoort, Simonstad, Springs, Wonderboom en Wynberg en die munisipale gebiede van Brackenfell, Despatch, Krugersdorp, Kuilsrivier, Meyerton, Nigel, Paarl, Port Elizabeth, Randburg, Randfontein, Sasolburg, Uitenhage, Umhlanga, Vanderbijlpark en Vereeniging; (58)
- (59) "*Streek B*" die munisipale gebiede Beaconbaai, Bloemfontein, Carletonville, Klerksdorp, Odendaalsrus, Oos-Londen (uitgesonderd die dorp Berlin), Orkney, Pietermaritzburg, Potchefstroom, Somerset-Wes, Stellenbosch, Stilfontein, Strand, Virginia, Wellington, Welkom, Westonaria en Witbank; (59)
- (60) "*Streek C*" die munisipale gebiede Bethlehem, Brits, Ermelo, Estcourt, Evander, George, Gordonsbaai, Heidelberg (Gauteng), Hermanus, Knysna, Kroonstad, Ladysmith, Lichtenburg, Malmesbury, Middelburg (Oos-Transvaal), Mosselbaai, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Rustenburg, Uppington en Worcester en die dorpsbestuursraadsgebied van Allanridge; (60)
- (61) "*Streek D*" die munisipale gebied Aliwal-Noord, Beaufort-Wes, Bethal, Bronkhorstspuit, Caledon, Ceres, Cradock, De Aar, Delmas, Dundee, Empangeni, Fochville, Gonubie, Graaff-Reinet, Grahamstad, Harrismith, Howick, King William's Town, Margate, Parys, Phalaborwa, Potgietersrus, Port Shepstone, Queenstown, Scottburgh, Standerton, Stanger, Tzaneen, Verulam, Volksrust, Vredenburg-Saldanha, Vryburg, Vryheid, Warmbad en Witrivier; (61)
- (62) "*Streek E*" die munisipale gebiede Barberton, Burgersdorp, Christiana, Ficksburg, Glencoe, Groblersdal, Heilbron, Kokstad, Kuruman, Ladybrand, Louis Trichardt, Lydenburg, Middelburg (Oos-Kaap), Montagu, Nylstroom, Piet Retief, Riversdal, Robertson, Schweizer-Reneke, Senekal, Somerset-Oos, Swellendam, Thabazimbi, Wolmaransstad en Zeerust; (62)
- (63) "*stukwerk*" 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid werk wat verrig is; (56)
- (64) "*swaar motorvoertuig (gelede)*" 'n motorvoertuig (gelede) waarvan die bruto kombinasie-massa meer as 9 000 kg is maar nie meer as 16 000 kg is nie; (32)
- (65) "*swaar motorvoertuig (nie-gelede)*" 'n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa meer as 9 000 kg is maar nie meer as 16 000 kg is nie; (33)
- (66) "*toesighouer*" 'n werknemer wat toesighoudende beheer oor minstens 10 werknemers uitoefen en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik nakom; (73)
- (67) "*trekker*" 'n motorvoertuig wat ontwerp of aangepas is om hoofsaaklik ander voertuie te trek en nie om vrag te dra nie; (74)



- (67) "*senior sales assistant*" means a sales assistant who, in addition to performing any of the duties of a sales assistant, is in supervisory control of not less than two but not more than five sales assistants, and who may also supervise shop assistants or general assistants, and who is responsible for the efficient performance of the duties of all such employees;
- (68) "*service supply salesman*" means an employee who oils, greases, cleans or adjusts implements, machinery, equipment or appliances belonging to his or her employer's customers, and who may also—
- (a) take orders for the supply of any such implements, machinery, equipment or appliances or accessories or material for use in connection with such implements, machinery, equipment or appliances; or
  - (b) repair any such implements, machinery, equipment or appliances on the customer's premises; and
  - (c) collect money;
- (69) "*shop assistant*" means an employee who, under the general supervision of a sales assistant, senior sales assistant, supervisor, manager or employer in an establishment to which customers normally have access, perform any one or more of the following duties:
- (a) Attending to a customer by—
    - (i) indicating where goods for sale are to be found; or
    - (ii) assembling goods in accordance with the customer's order; or
    - (iii) accepting payment for goods sold; or
    - (iv) accounting for payments by operating a till or writing out cash sales slips or entry docket;
  - (b) arranging for display goods intended for sale on display counters to be placed on gondolas, racks, rails or shelves or in display cabinets;
  - (c) maintaining, by in-store requisitioning, adequate supplies of goods for sale on counters, gondolas, racks, rails or shelves or in cabinets;
  - (d) assembling goods by bringing together goods in accordance with a written order, list or instruction;
  - (e) mass-measuring, except as provided in item (ap) of the definition "*general assistant*";
  - (f) writing out display tickets or price tickets;
- and who may in relation to any of these duties or activities give verbal instructions to general assistants;
- (70) "*store assistant*" means an employee who, in an establishment to which customers normally have no access, under the supervision of and subject to checking by a storeman, despatch clerk or a clerical assistant replenishes and marks goods or assembles or despatches goods, and who may pack or mass-measure goods for despatch or delivery or mark or address packages or receive goods on delivery to the establishment, and for the purposes of this definition the expression "*assembles goods*" means the bringing together of goods in accordance with a written order, list or instruction and who may give verbal instructions to general assistants;
- (71) "*store detective*" means an employee who is engaged in one or more of the following duties:
- (a) Keeping an eye on goods within an establishment to prevent pilfering;
  - (b) following the movements of suspected persons;
  - (c) detaining or interrogating suspected persons;
  - (d) investigating the circumstances where pilfering is suspected or proven;
  - (e) supervising security officers, Grade A, or security officers, Grade B;
- (72) "*storeman*" means an employee who is in charge of stores and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store, warehouse or open stockyard and for delivering goods from a store, warehouse or open stockyard to departments or for despatch, and who may supervise or control the duties of a store assistant, clerical assistant, despatch clerk, shop assistant or general assistant;
- (73) "*supervisor*" means an employee who is in supervisory control of not less than 20 employees, and who is responsible for the efficient performance of their duties;
- (74) "*tractor*" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load;

- (68) "uitstaller" 'n werknemer wat aanplakbiljette, plakkate, agtergrond, dekorstukke, venster- of binne- of buite-uitstallings teken, verf, maak of voorberei; (17)
- (69) "uitstaller se assistent" 'n werknemer wat, onder die leiding en ooreenkomstig die spesifiek gedetailleerde opdragte van 'n uitstaller, een of meer van die volgende take verrig:
- (a) Grondlaag verf, volgens buitelyne of ander afgebakende perke wat 'n uitstaller op aanplakbiljette, plakkate of ander uitstallings aangedui het;
  - (b) die uitsny of aanmeekaarsit van aanplakbiljette, plakkate of ander stof wat dekorstukke omvat of ander uitstallings uitmaak wat deur die uitstaller ontwerp is; (18)
- (70) "ultra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 25 000 kg is; (78)
- (71) "uniform" 'n kledingstuk of kledingstukke van 'n spesifieke kleur of ontwerp; (79)
- (72) "uurloon", behalwe ten opsigte van 'n los werknemer, 'n werknemer se weekloon gedeel deur sy of haar gewone weeklikse werkure, en ten opsigte van 'n los werknemer beteken dit, onderhewig aan die voorbehoudsbepaling van klousule 3(1)(c), die loon aan hom of haar betaalbaar vir die dag waarop hy of sy werk, gedeel deur sy of haar gewone werkure vir daardie dag; (34)
- (73) "verkoopsassistent" 'n werknemer wat, terwyl hy of sy goedere verkoop of die verkoop van goedere bevorder, een of meer van die volgende take verrig:
- (a) Van die klant die aard vasstel van die goedere wat die klant nodig het en, waar toepaslik, die prys wat hy of sy bereid is om te betaal;
  - (b) die gehalte, styl, eienskappe, kenmerke of hoedanighede van die goedere wat ooreenkom met die klant se vereistes, demonstreer, daaroor raadgee of dit bespreek ten einde die klant in staat te stel om 'n besluit te neem oor die aankoop al dan nie daarvan;
  - (c) goedere uitsoek volgens die klant se beskrywing en, waar nodig, die prys daarvan bereken;
  - (d) toesig hou oor winklassistente of algemene assistente;
- en wat die hoeveelheid goedere wat in sy of haar afdeling nodig is, kan vasstel en sodanige goedere en buiteleweransiers met wie die aankoper ooreenkomste aangegaan het, bestel, en vir die doeleindes hiervan sluit die uitdrukking "aankoper" 'n werkgever wat die funksies van 'n aankoper uitoefen, in; (63)
- (63) "versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvangs van goedere vir versending in of vanuit 'n magasyn, pakhuis of oop voorraadwerf of van afdelings, of vir die versending van goedere vanuit 'n magasyn, pakhuis of oop voorraadwerf, en wat toesig en kontrole kan uitoefen oor die pligte van 'n klerklike assistent, 'n pakhuisassistent of 'n algemene assistent; (16)
- (75) "versorger-bestellingnemer" 'n werknemer wat implemente, masjinerie, uitrusting of toestelle van sy of haar werkgever se klante olie, smeer, skoonmaak of stel en wat daarbenewens—
- (a) bestellings kan neem vir die verskaffing van enige sodanige implemente, masjinerie, uitrusting of toestelle of bybehore of materiaal wat gebruik word in verband met sodanige implemente, masjinerie, uitrusting of toestelle;
  - (b) sodanige implemente, masjinerie, uitrusting of toestelle op die klant se perseel kan heelmaak; of
  - (c) geld kan invorder; (68)
- (76) "versteller" 'n werknemer wat enige kledingstuk, met inbegrip van hoede, uitgesonderd gebruikte kledingstukke, verstel of heelmaak as deel van die verkoop daarvan; (1)
- (77) "voerspanmotor" 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en om geen ander las as 'n leunwa of ballas wat daarop rus, te dra nie; (77)
- (78) "week", ten opsigte van 'n werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val; (81)
- (79) "weekloon" 'n werknemer se maandloon gedeel deur vier en 'n derde; (82)
- (80) "wet" ook die gemene reg; (35)
- (81) "winklassistent" 'n werknemer wat, onder die algemene toesig van 'n verkoopsassistent, senior verkoopsassistent, toesighouer, bestuurder of werkgever in 'n bedryfsinrigting waartoe klante gewoonlik toegang het, of in enige gedeelte van so 'n bedryfsinrigting, een of meer van die volgende pligte uitvoer:

- (75) "*trailer*" means a vehicle which is not self-propelled but designed or adapted to be drawn by a motor vehicle and includes a dolly;
- (76) "*trainee manager*" means an employee employed in an establishment for the purpose of receiving training as a manager;
- (77) "*truck-tractor*" means a motor vehicle designed or adapted to draw other vehicles and not to carry and load other than that imposed by a semi-trailer or ballast;
- (78) "*ultra heavy motor vehicle*" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 25 000 kg;
- (79) "*uniform*" means any article or articles of wearing apparel of a specified colour or design;
- (80) "*wage*" means the amount of money payable to an employee in terms of clause 3(1) in respect of his or her ordinary hours of work: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 3(1), it means such higher amount, but this proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 10 receives over and above the amount which he or she would have received had he or she not been employed on such a basis;
- (81) "*week*" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls;
- (82) "*weekly wage*" means an employee's monthly wage divided by four and one third.

### 3. REMUNERATION

- (1) **Minimum wages:** (a) The minimum wages which an employer shall pay to his or her employees shall be as specified in paragraphs (b), (c) and (d).
- (b) An employer shall pay to each member of the undermentioned classes of his or her employees, other than casual employees and part-time employees, the minimum wages specified hereunder:

Provided that in the case of an employer referred to in clause 1(4), who has been engaged in this Trade for longer than 12 months but not more than 24 months in the aggregate, such wages may be reduced by not more than 10 percent during that period, whereafter the minimum wages specified hereunder and in paragraphs (c) and (d) shall become payable and be paid:

- (a) Klante bedien deur—
  - (i) te wys waar goedere vir verkoop geplaas is; of
  - (ii) goedere volgens die klant se bestelling byeen te bring; of
  - (iii) betaling te ontvang vir goedere wat verkoop is; of
  - (iv) betalings te verantwoord deur die geld in die kontantkas te stort of kontantverkoopstrookies of inskrywingstrookies uit te skryf;
- (b) reël dat goedere wat vir verkoop bedoel is, op uitstaltoonbanke, eilandrakke ("gondolas") of rakke of aan relings of in vertoonkabinette vir vertoning gerangskik word;
- (c) deur voorrade vanuit die winkel se magasyn aan te vra, sorg dat daar voldoende voorrade goedere vir verkoop op die toonbanke, eilandrakke of rakke, aan die relings of in die kabinette is;
- (d) goedere versamel deur die goedere ooreenkomstig 'n skriftelike bestelling, lys of opdrag byeen te bring;
- (e) massameet, uitgesonderd item (ap) van die woordskrywing "algemene assistent";
- (f) vertoon- of pryskaartjies uitskryf;

en wat met betrekking tot enige van hierdie pligte of werksaamhede mondelinge bevel aan algemene assistente kan gee; (69)

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

- (a) 'n Oog hou oor goedere binne 'n bedryfsinrigting om stelery te voorkom;
- (b) die bewegings van verdagte persone volg;
- (c) verdagte persone aanhou of ondervra;
- (d) die omstandighede van bewese of vermoede diefstal ondersoek;
- (e) toesig hou oor sekuriteitsbeamptes, graad A, of sekuriteitsbeamptes, graad B. (71)

### 3. BESOLDIGING

- (1) **Minimum lone:** (a) Die minimum lone wat 'n werkgever aan sy of haar werknemers moet betaal, is soos voorgeskryf by paragrawe (b), (c) en (d).
- (b) 'n Werkgever moet aan elke lid van ondergenoemde klasse van sy of haar werknemers, uitgesonderd los werknemers en deeltydse werknemers, die minimum lone hieronder voorgeskryf, betaal: Met dien verstande dat in die geval van 'n werkgever in klousule 1(4) bedoel wat reeds altesaam langer as 12 maande maar hoogstens 24 maande by hierdie Bedryf betrokke is, sodanige loon gedurende daardie tydperk met hoogstens 10 persent verminder mag word, waarna die minimum lone hieronder en by paragrawe (c) en (d) voorgeskryf, betaalbaar word en betaal moet word.



|                                                                           | Region A                                        |          |                                                                |          |            |          | Region B                                        |          |                                                                |          |            |          | Region C                                        |          |                                                                |          |          |    |
|---------------------------------------------------------------------------|-------------------------------------------------|----------|----------------------------------------------------------------|----------|------------|----------|-------------------------------------------------|----------|----------------------------------------------------------------|----------|------------|----------|-------------------------------------------------|----------|----------------------------------------------------------------|----------|----------|----|
|                                                                           | During the period<br>ending 30 November<br>1995 |          | During the period<br>1 December 1995<br>to 30 November<br>1996 |          | Thereafter |          | During the period<br>ending 30 November<br>1995 |          | During the period<br>1 December 1995<br>to 30 November<br>1996 |          | Thereafter |          | During the period<br>ending 30 November<br>1995 |          | During the period<br>1 December 1995<br>to 30 November<br>1996 |          | Thereaft |    |
|                                                                           | R p.w.                                          | R p.m.   | R p.w.                                                         | R p.m.   | R p.w.     | R p.m.   | R p.w.                                          | R p.m.   | R p.w.                                                         | R p.m.   | R p.w.     | R p.m.   | R p.w.                                          | R p.m.   | R p.w.                                                         | R p.m.   | R p.w.   | R  |
| Alteration hand —                                                         |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| during the first year of experience .....                                 | 193,70                                          | 839,00   | 211,10                                                         | 915,00   | 228,00     | 988,00   | 170,90                                          | 741,00   | 186,30                                                         | 807,00   | 201,20     | 872,00   | 154,80                                          | 671,00   | 168,70                                                         | 731,00   | 182,20   | 7  |
| during the second year of experience .....                                | 201,20                                          | 872,00   | 219,30                                                         | 950,00   | 236,80     | 1 026,00 | 179,00                                          | 776,00   | 195,10                                                         | 845,00   | 210,70     | 913,00   | 161,30                                          | 699,00   | 175,80                                                         | 762,00   | 189,90   | 8  |
| during the third year of experience .....                                 | 208,70                                          | 904,00   | 227,50                                                         | 986,00   | 245,70     | 1 065,00 | 187,00                                          | 810,00   | 203,80                                                         | 883,00   | 220,10     | 954,00   | 167,80                                          | 727,00   | 182,90                                                         | 793,00   | 197,50   | 8  |
| thereafter as qualified .....                                             | 216,10                                          | 936,00   | 235,50                                                         | 1 020,00 | 254,30     | 1 102,00 | 195,00                                          | 845,00   | 212,60                                                         | 921,00   | 229,60     | 995,00   | 174,20                                          | 755,00   | 189,90                                                         | 823,00   | 205,10   | 8  |
| Assembler .....                                                           | 184,80                                          | 801,00   | 201,40                                                         | 873,00   | 217,50     | 942,00   | 163,30                                          | 708,00   | 178,00                                                         | 771,00   | 192,20     | 833,00   | 146,20                                          | 633,00   | 159,40                                                         | 691,00   | 172,20   |    |
| Buyer .....                                                               | As for a commercial traveller                   |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| Chauffeur .....                                                           | 199,10                                          | 863,00   | 215,00                                                         | 932,00   | 230,10     | 997,00   | 175,90                                          | 762,00   | 190,00                                                         | 823,00   | 203,30     | 881,00   | 158,00                                          | 685,00   | 170,60                                                         | 739,00   | 182,50   | 7  |
| Clerical assistant .....                                                  | 218,70                                          | 948,00   | 236,20                                                         | 1 023,00 | 252,70     | 1 095,00 | 193,70                                          | 839,00   | 209,20                                                         | 906,00   | 223,80     | 970,00   | 173,50                                          | 752,00   | 187,40                                                         | 812,00   | 200,50   | 8  |
| Clerk —                                                                   |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| during the first year of experience .....                                 | 218,70                                          | 948,00   | 236,20                                                         | 1 023,00 | 252,70     | 1 095,00 | 193,70                                          | 839,00   | 209,20                                                         | 906,00   | 223,80     | 970,00   | 173,50                                          | 752,00   | 187,40                                                         | 812,00   | 200,50   | 8  |
| during the second year of experience .....                                | 238,10                                          | 1 032,00 | 257,10                                                         | 1 114,00 | 275,10     | 1 192,00 | 212,60                                          | 921,00   | 229,60                                                         | 995,00   | 245,70     | 1 065,00 | 190,40                                          | 825,00   | 205,60                                                         | 891,00   | 220,00   | 9  |
| during the third year of experience .....                                 | 257,60                                          | 1 116,00 | 278,20                                                         | 1 205,00 | 297,70     | 1 290,00 | 231,50                                          | 1 003,00 | 250,00                                                         | 1 083,00 | 267,50     | 1 159,00 | 207,20                                          | 898,00   | 223,80                                                         | 970,00   | 239,50   | 10 |
| during the fourth year of experience .....                                | 277,00                                          | 1 200,00 | 299,20                                                         | 1 296,00 | 320,10     | 1 387,00 | 250,30                                          | 1 085,00 | 270,30                                                         | 1 171,00 | 289,20     | 1 253,00 | 224,10                                          | 971,00   | 242,00                                                         | 1 049,00 | 258,90   | 11 |
| thereafter as qualified .....                                             | 296,50                                          | 1 285,00 | 320,20                                                         | 1 387,00 | 342,60     | 1 484,00 | 269,20                                          | 1 166,00 | 290,70                                                         | 1 260,00 | 311,00     | 1 348,00 | 240,90                                          | 1 044,00 | 260,20                                                         | 1 127,00 | 278,40   | 12 |
| Commercial traveller —                                                    |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| during the first year of experience .....                                 | 293,50                                          | 1 272,00 | 317,00                                                         | 1 374,00 | 339,20     | 1 470,00 | 260,80                                          | 1 130,00 | 281,70                                                         | 1 221,00 | 301,40     | 1 306,00 | 235,80                                          | 1 022,00 | 254,70                                                         | 1 104,00 | 272,50   | 11 |
| during the second year of experience .....                                | 318,10                                          | 1 378,00 | 343,50                                                         | 1 488,00 | 367,50     | 1 592,00 | 282,60                                          | 1 225,00 | 305,20                                                         | 1 322,00 | 326,60     | 1 415,00 | 254,50                                          | 1 103,00 | 274,90                                                         | 1 191,00 | 294,10   | 12 |
| during the third year of experience .....                                 | 342,70                                          | 1 485,00 | 370,10                                                         | 1 604,00 | 396,00     | 1 716,00 | 304,40                                          | 1 319,00 | 328,80                                                         | 1 425,00 | 351,80     | 1 524,00 | 273,10                                          | 1 183,00 | 294,90                                                         | 1 278,00 | 315,50   | 13 |
| thereafter as qualified .....                                             | 367,20                                          | 1 591,00 | 396,60                                                         | 1 718,00 | 424,40     | 1 839,00 | 326,10                                          | 1 413,00 | 352,20                                                         | 1 526,00 | 376,90     | 1 633,00 | 291,80                                          | 1 264,00 | 315,10                                                         | 1 365,00 | 337,20   | 14 |
| Commercial traveller's assistant .....                                    | 199,10                                          | 863,00   | 215,00                                                         | 932,00   | 230,10     | 997,00   | 175,90                                          | 762,00   | 190,00                                                         | 823,00   | 203,30     | 881,00   | 158,00                                          | 685,00   | 170,60                                                         | 739,00   | 182,50   | 7  |
| Computer operator —                                                       |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| during the first year of experience .....                                 | 231,50                                          | 1 003,00 | 250,00                                                         | 1 083,00 | 267,50     | 1 159,00 | 205,20                                          | 889,00   | 221,60                                                         | 960,00   | 237,10     | 1 027,00 | 184,00                                          | 797,00   | 198,70                                                         | 861,00   | 212,60   | 9  |
| thereafter as qualified .....                                             | 319,70                                          | 1 385,00 | 345,30                                                         | 1 496,00 | 369,50     | 1 601,00 | 283,00                                          | 1 226,00 | 305,60                                                         | 1 324,00 | 327,00     | 1 417,00 | 253,70                                          | 1 099,00 | 274,00                                                         | 1 187,00 | 293,20   | 12 |
| Demonstrator .....                                                        | As for a clerk                                  |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| Demonstrator-salesman —                                                   |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| during the first year of experience .....                                 | 231,10                                          | 1 001,00 | 249,60                                                         | 1 082,00 | 267,10     | 1 157,00 | 205,90                                          | 892,00   | 222,40                                                         | 964,00   | 238,00     | 1 031,00 | 185,00                                          | 802,00   | 199,80                                                         | 866,00   | 213,80   | 9  |
| during the second year of experience .....                                | 253,60                                          | 1 099,00 | 273,90                                                         | 1 187,00 | 293,10     | 1 270,00 | 225,70                                          | 978,00   | 243,80                                                         | 1 056,00 | 260,90     | 1 130,00 | 203,40                                          | 881,00   | 219,70                                                         | 952,00   | 235,10   | 10 |
| during the third year of experience .....                                 | 276,10                                          | 1 196,00 | 298,20                                                         | 1 292,00 | 319,10     | 1 383,00 | 245,50                                          | 1 064,00 | 265,10                                                         | 1 149,00 | 283,70     | 1 229,00 | 221,90                                          | 961,00   | 239,70                                                         | 1 039,00 | 256,50   | 11 |
| during the fourth year of experience .....                                | 298,60                                          | 1 294,00 | 322,50                                                         | 1 397,00 | 345,10     | 1 495,00 | 265,30                                          | 1 150,00 | 286,50                                                         | 1 241,00 | 306,60     | 1 328,00 | 240,30                                          | 1 041,00 | 259,50                                                         | 1 124,00 | 277,70   | 12 |
| thereafter as qualified .....                                             | 321,10                                          | 1 391,00 | 346,80                                                         | 1 503,00 | 371,10     | 1 608,00 | 285,00                                          | 1 235,00 | 307,80                                                         | 1 334,00 | 329,30     | 1 427,00 | 258,80                                          | 1 121,00 | 279,50                                                         | 1 211,00 | 299,10   | 12 |
| Despatch clerk .....                                                      | As for a clerk                                  |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| Displayer —                                                               |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| during the first year of experience .....                                 | 223,40                                          | 968,00   | 241,30                                                         | 1 046,00 | 258,20     | 1 119,00 | 199,10                                          | 863,00   | 215,00                                                         | 932,00   | 230,10     | 997,00   | 180,30                                          | 781,00   | 194,70                                                         | 844,00   | 208,30   | 9  |
| during the second year of experience .....                                | 244,40                                          | 1 059,00 | 264,00                                                         | 1 144,00 | 282,50     | 1 224,00 | 217,60                                          | 943,00   | 235,00                                                         | 1 018,00 | 251,50     | 1 090,00 | 196,90                                          | 853,00   | 212,70                                                         | 922,00   | 227,60   | 9  |
| during the third year of experience .....                                 | 265,50                                          | 1 150,00 | 286,70                                                         | 1 242,00 | 306,80     | 1 329,00 | 236,20                                          | 1 023,00 | 255,10                                                         | 1 105,00 | 273,00     | 1 183,00 | 213,60                                          | 926,00   | 230,70                                                         | 1 000,00 | 246,80   | 10 |
| during the fourth year of experience .....                                | 286,50                                          | 1 241,00 | 309,40                                                         | 1 341,00 | 331,10     | 1 435,00 | 254,70                                          | 1 104,00 | 275,10                                                         | 1 192,00 | 294,40     | 1 276,00 | 230,30                                          | 998,00   | 248,70                                                         | 1 078,00 | 266,10   | 11 |
| thereafter as qualified .....                                             | 307,60                                          | 1 333,00 | 332,20                                                         | 1 439,00 | 355,50     | 1 540,00 | 273,20                                          | 1 184,00 | 295,10                                                         | 1 279,00 | 315,80     | 1 368,00 | 247,00                                          | 1 070,00 | 266,80                                                         | 1 156,00 | 285,50   | 12 |
| Displayer's assistant .....                                               | 218,70                                          | 948,00   | 236,20                                                         | 1 023,00 | 252,70     | 1 095,00 | 193,70                                          | 839,00   | 209,20                                                         | 906,00   | 223,80     | 970,00   | 173,50                                          | 752,00   | 187,40                                                         | 812,00   | 200,50   | 8  |
| Driver of —                                                               |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| a light motor vehicle .....                                               | 199,10                                          | 863,00   | 215,00                                                         | 932,00   | 230,10     | 997,00   | 175,90                                          | 762,00   | 190,00                                                         | 823,00   | 203,30     | 881,00   | 158,00                                          | 685,00   | 170,60                                                         | 739,00   | 182,50   | 7  |
| a medium motor vehicle (articulated) .....                                | 249,00                                          | 1 079,00 | 268,90                                                         | 1 165,00 | 287,70     | 1 247,00 | 221,40                                          | 959,00   | 239,10                                                         | 1 036,00 | 255,80     | 1 108,00 | 198,10                                          | 858,00   | 213,90                                                         | 927,00   | 228,90   | 9  |
| a medium motor vehicle (rigid) .....                                      | 241,60                                          | 1 047,00 | 260,90                                                         | 1 130,00 | 279,20     | 1 210,00 | 215,00                                          | 932,00   | 232,20                                                         | 1 006,00 | 248,50     | 1 077,00 | 192,40                                          | 834,00   | 207,80                                                         | 900,00   | 222,30   | 9  |
| a heavy motor vehicle (articulated) .....                                 | 272,60                                          | 1 181,00 | 294,40                                                         | 1 276,00 | 315,00     | 1 365,00 | 242,20                                          | 1 049,00 | 261,60                                                         | 1 134,00 | 279,90     | 1 213,00 | 217,00                                          | 940,00   | 234,40                                                         | 1 016,00 | 250,80   | 10 |
| a heavy motor vehicle (rigid) .....                                       | 264,10                                          | 1 144,00 | 285,20                                                         | 1 236,00 | 305,20     | 1 322,00 | 236,30                                          | 1 024,00 | 255,20                                                         | 1 106,00 | 273,10     | 1 183,00 | 210,20                                          | 911,00   | 227,00                                                         | 984,00   | 242,90   | 10 |
| an extra heavy motor vehicle (articulated) .....                          | 302,20                                          | 1 309,00 | 326,40                                                         | 1 414,00 | 349,20     | 1 513,00 | 268,90                                          | 1 165,00 | 290,40                                                         | 1 258,00 | 310,70     | 1 346,00 | 242,00                                          | 1 049,00 | 261,40                                                         | 1 133,00 | 279,70   | 11 |
| an extra heavy motor vehicle (rigid) .....                                | 292,50                                          | 1 267,00 | 315,90                                                         | 1 369,00 | 338,00     | 1 465,00 | 260,10                                          | 1 127,00 | 280,90                                                         | 1 217,00 | 300,60     | 1 302,00 | 232,80                                          | 1 009,00 | 251,40                                                         | 1 089,00 | 269,00   | 11 |
| an ultra heavy motor vehicle .....                                        | 312,70                                          | 1 355,00 | 337,70                                                         | 1 463,00 | 361,30     | 1 566,00 | 278,00                                          | 1 205,00 | 300,20                                                         | 1 301,00 | 321,20     | 1 392,00 | 248,70                                          | 1 078,00 | 268,60                                                         | 1 164,00 | 287,40   | 12 |
| Driver salesman of —                                                      |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| a light motor vehicle .....                                               | 226,40                                          | 981,00   | 244,50                                                         | 1 059,00 | 261,60     | 1 134,00 | 201,50                                          | 873,00   | 217,60                                                         | 943,00   | 232,80     | 1 009,00 | 180,30                                          | 781,00   | 194,70                                                         | 844,00   | 208,30   | 9  |
| a medium motor vehicle (articulated) .....                                | 278,60                                          | 1 207,00 | 300,90                                                         | 1 304,00 | 322,00     | 1 395,00 | 245,80                                          | 1 065,00 | 265,50                                                         | 1 150,00 | 284,10     | 1 231,00 | 221,40                                          | 959,00   | 239,10                                                         | 1 036,00 | 255,80   | 10 |
| a medium motor vehicle (rigid) .....                                      | 269,90                                          | 1 169,00 | 291,50                                                         | 1 263,00 | 311,90     | 1 351,00 | 239,90                                          | 1 039,00 | 259,10                                                         | 1 123,00 | 277,20     | 1 201,00 | 214,60                                          | 930,00   | 231,80                                                         | 1 004,00 | 248,00   | 11 |
| a heavy motor vehicle (articulated) .....                                 | 308,30                                          | 1 336,00 | 333,00                                                         | 1 443,00 | 356,30     | 1 544,00 | 274,30                                          | 1 189,00 | 296,20                                                         | 1 283,00 | 316,90     | 1 373,00 | 245,30                                          | 1 063,00 | 264,90                                                         | 1 148,00 | 283,40   | 12 |
| a heavy motor vehicle (rigid) .....                                       | 298,20                                          | 1 292,00 | 322,10                                                         | 1 396,00 | 344,60     | 1 493,00 | 265,20                                          | 1 149,00 | 286,40                                                         | 1 241,00 | 306,40     | 1 328,00 | 237,20                                          | 1 028,00 | 256,20                                                         | 1 110,00 | 274,10   | 13 |
| an extra heavy motor vehicle (articulated) .....                          | 342,30                                          | 1 483,00 | 369,70                                                         | 1 602,00 | 395,60     | 1 714,00 | 303,90                                          | 1 317,00 | 328,20                                                         | 1 422,00 | 351,20     | 1 522,00 | 272,20                                          | 1 179,00 | 294,00                                                         | 1 274,00 | 314,60   | 14 |
| an extra heavy motor vehicle (rigid) .....                                | 330,50                                          | 1 432,00 | 356,90                                                         | 1 546,00 | 381,90     | 1 655,00 | 293,50                                          | 1 272,00 | 317,00                                                         | 1 374,00 | 339,20     | 1 470,00 | 262,80                                          | 1 139,00 | 283,80                                                         | 1 230,00 | 303,70   | 15 |
| an ultra heavy motor vehicle .....                                        | 354,80                                          | 1 537,00 | 383,20                                                         | 1 660,00 | 410,00     | 1 777,00 | 314,70                                          | 1 364,00 | 339,90                                                         | 1 473,00 | 363,70     | 1 576,00 | 282,00                                          | 1 222,00 | 304,60                                                         | 1 320,00 | 325,90   | 16 |
| General assistant —                                                       |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| during the first six months of employment<br>with the same employer ..... | 151,70                                          | 657,00   | 165,40                                                         | 717,00   | 178,60     | 774,00   | 133,70                                          | 579,00   | 145,70                                                         | 631,00   | 157,40     | 682,00   | 120,00                                          | 520,00   | 130,80                                                         | 567,00   | 141,30   | 61 |
| thereafter .....                                                          | 168,60                                          | 731,00   | 183,80                                                         | 796,00   | 198,50     | 860,00   | 148,50                                          | 643,00   | 161,90                                                         | 702,00   | 174,90     | 758,00   | 133,30                                          | 578,00   | 145,30                                                         | 630,00   | 156,90   | 68 |
| Handyman .....                                                            | 237,90                                          | 1 031,00 | 256,90                                                         | 1 113,00 | 274,90     | 1 191,00 | 220,00                                          | 953,00   | 237,60                                                         | 1 030,00 | 254,20     | 1 101,00 | 194,40                                          | 842,00   | 210,00                                                         | 910,00   | 224,70   | 97 |
| Lift attendant —                                                          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |          |    |
| during the first year of experience .....                                 | 180,80                                          | 783,00   | 197,10                                                         | 854,00   | 212,90     | 922,00   | 158,70                                          | 688,00   | 173,00                                                         | 750,00   | 186,80     | 809,00   | 146,20                                          | 633,00   | 159,40                                                         | 691,00   | 172,20   | 7  |

|                                             | Streek A                                          |          |                                                            |          |        |          | Streek B                                          |          |                                                            |          |        |          | Streek C                                          |          |                                                            |          |        |          |
|---------------------------------------------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|
|                                             | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          |
|                                             | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   |
| nkoper.....                                 | Soos vir 'n handelsreisiger                       |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| emene assistent —                           |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| edurende die eerste ses maande diens by     |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| ieselfde werkgever.....                     | 151,70                                            | 657,00   | 165,40                                                     | 717,00   | 178,60 | 774,00   | 133,70                                            | 579,00   | 145,70                                                     | 631,00   | 157,40 | 682,00   | 120,00                                            | 520,00   | 130,80                                                     | 567,00   | 141,30 | 612,00   |
| aarna.....                                  | 168,60                                            | 731,00   | 183,80                                                     | 796,00   | 198,50 | 860,00   | 148,50                                            | 643,00   | 161,90                                                     | 702,00   | 174,90 | 758,00   | 133,30                                            | 578,00   | 145,30                                                     | 630,00   | 156,90 | 680,00   |
| liener van 'n mobiele hysmasjien .....      | 184,80                                            | 801,00   | 201,40                                                     | 873,00   | 217,50 | 942,00   | 163,30                                            | 708,00   | 178,00                                                     | 771,00   | 192,20 | 833,00   | 146,20                                            | 633,00   | 159,40                                                     | 691,00   | 172,20 | 746,00   |
| tuurder .....                               | 414,10                                            | 1 794,00 | 447,20                                                     | 1 938,00 | 478,50 | 2 073,00 | 368,30                                            | 1 596,00 | 397,80                                                     | 1 724,00 | 425,60 | 1 844,00 | 331,20                                            | 1 435,00 | 357,70                                                     | 1 550,00 | 382,70 | 1 658,00 |
| teverkoopsassistent.....                    | Soos vir 'n uitstaller                            |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| uffeur.....                                 | 199,10                                            | 863,00   | 215,00                                                     | 932,00   | 230,10 | 997,00   | 175,90                                            | 762,00   | 190,00                                                     | 823,00   | 203,30 | 881,00   | 158,00                                            | 685,00   | 170,60                                                     | 739,00   | 182,50 | 791,00   |
| nonstrateur.....                            | Soos vir 'n klerk                                 |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| nonstrateur-verkoopsman —                   |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| edurende die eerste jaar ondervinding ..... | 231,10                                            | 1 001,00 | 249,60                                                     | 1 082,00 | 267,10 | 1 157,00 | 205,90                                            | 892,00   | 222,40                                                     | 964,00   | 238,00 | 1 031,00 | 185,00                                            | 802,00   | 199,80                                                     | 866,00   | 213,80 | 926,00   |
| edurende die tweede jaar ondervinding.....  | 253,60                                            | 1 099,00 | 273,90                                                     | 1 187,00 | 293,10 | 1 270,00 | 225,70                                            | 978,00   | 243,80                                                     | 1 056,00 | 260,90 | 1 130,00 | 203,40                                            | 881,00   | 219,90                                                     | 952,00   | 235,10 | 1 019,00 |
| edurende die derde jaar ondervinding.....   | 276,10                                            | 1 196,00 | 298,20                                                     | 1 292,00 | 319,10 | 1 383,00 | 245,50                                            | 1 064,00 | 265,10                                                     | 1 149,00 | 283,70 | 1 229,00 | 221,90                                            | 961,00   | 239,70                                                     | 1 039,00 | 256,50 | 1 111,00 |
| edurende die vier jaar ondervinding .....   | 298,60                                            | 1 294,00 | 322,50                                                     | 1 397,00 | 345,10 | 1 495,00 | 265,30                                            | 1 150,00 | 286,50                                                     | 1 241,00 | 306,60 | 1 328,00 | 240,30                                            | 1 041,00 | 259,50                                                     | 1 124,00 | 277,70 | 1 203,00 |
| aarna as gekwalifiseerd.....                | 321,10                                            | 1 391,00 | 346,80                                                     | 1 503,00 | 371,10 | 1 608,00 | 285,00                                            | 1 235,00 | 307,80                                                     | 1 334,00 | 329,30 | 1 427,00 | 258,80                                            | 1 121,00 | 279,50                                                     | 1 211,00 | 299,10 | 1 296,00 |
| wer van 'n —                                |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gte motorvoertuig.....                      | 199,10                                            | 863,00   | 215,00                                                     | 932,00   | 230,10 | 997,00   | 175,90                                            | 762,00   | 190,00                                                     | 823,00   | 203,30 | 881,00   | 158,00                                            | 685,00   | 170,60                                                     | 739,00   | 182,50 | 791,00   |
| edium motorvoertuig (gelede).....           | 249,00                                            | 1 079,00 | 268,90                                                     | 1 165,00 | 287,70 | 1 247,00 | 221,40                                            | 959,00   | 239,10                                                     | 1 036,00 | 255,80 | 1 108,00 | 198,10                                            | 858,00   | 213,90                                                     | 927,00   | 228,90 | 992,00   |
| edium motorvoertuig (nie-gelede).....       | 241,60                                            | 1 047,00 | 260,90                                                     | 1 130,00 | 279,20 | 1 210,00 | 215,00                                            | 932,00   | 232,20                                                     | 1 006,00 | 248,50 | 1 077,00 | 192,40                                            | 834,00   | 207,80                                                     | 900,00   | 222,30 | 963,00   |
| vaar motorvoertuig (gelede).....            | 272,60                                            | 1 181,00 | 294,40                                                     | 1 276,00 | 315,00 | 1 365,00 | 242,20                                            | 1 049,00 | 261,60                                                     | 1 134,00 | 279,90 | 1 213,00 | 217,00                                            | 940,00   | 234,40                                                     | 1 016,00 | 250,80 | 1 087,00 |
| vaar motorvoertuig (nie-gelede).....        | 264,10                                            | 1 144,00 | 285,20                                                     | 1 236,00 | 305,20 | 1 322,00 | 236,30                                            | 1 024,00 | 255,20                                                     | 1 106,00 | 273,10 | 1 183,00 | 210,20                                            | 911,00   | 227,00                                                     | 984,00   | 242,90 | 1 052,00 |
| stra swaar motorvoertuig (gelede).....      | 302,20                                            | 1 309,00 | 326,40                                                     | 1 414,00 | 349,20 | 1 513,00 | 268,90                                            | 1 165,00 | 290,40                                                     | 1 258,00 | 310,70 | 1 346,00 | 242,00                                            | 1 049,00 | 261,40                                                     | 1 133,00 | 279,70 | 1 212,00 |
| stra swaar motorvoertuig (nie-gelede).....  | 292,50                                            | 1 267,00 | 315,90                                                     | 1 369,00 | 338,00 | 1 465,00 | 260,10                                            | 1 127,00 | 280,90                                                     | 1 217,00 | 300,60 | 1 302,00 | 232,80                                            | 1 009,00 | 251,40                                                     | 1 089,00 | 269,00 | 1 166,00 |
| tra swaar motorvoertuig.....                | 312,70                                            | 1 355,00 | 337,70                                                     | 1 463,00 | 361,30 | 1 566,00 | 278,00                                            | 1 205,00 | 300,20                                                     | 1 301,00 | 321,20 | 1 392,00 | 248,70                                            | 1 078,00 | 268,60                                                     | 1 164,00 | 287,40 | 1 245,00 |
| wer-verkoopsman van 'n —                    |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gte motorvoertuig.....                      | 226,40                                            | 981,00   | 244,50                                                     | 1 059,00 | 261,60 | 1 134,00 | 201,50                                            | 873,00   | 217,60                                                     | 943,00   | 232,80 | 1 009,00 | 180,30                                            | 781,00   | 194,70                                                     | 844,00   | 208,30 | 930,00   |
| edium motorvoertuig (gelede).....           | 278,60                                            | 1 207,00 | 300,90                                                     | 1 304,00 | 322,00 | 1 395,00 | 245,80                                            | 1 065,00 | 265,50                                                     | 1 150,00 | 284,10 | 1 231,00 | 221,40                                            | 959,00   | 239,10                                                     | 1 036,00 | 255,80 | 1 108,00 |
| edium motorvoertuig (nie-gelede).....       | 269,90                                            | 1 169,00 | 291,50                                                     | 1 263,00 | 311,90 | 1 351,00 | 239,90                                            | 1 039,00 | 259,10                                                     | 1 123,00 | 277,20 | 1 201,00 | 214,60                                            | 930,00   | 231,80                                                     | 1 004,00 | 248,00 | 1 075,00 |
| vaar motorvoertuig (gelede).....            | 308,30                                            | 1 336,00 | 333,00                                                     | 1 443,00 | 356,30 | 1 544,00 | 274,30                                            | 1 189,00 | 296,20                                                     | 1 283,00 | 316,90 | 1 373,00 | 245,30                                            | 1 063,00 | 264,90                                                     | 1 148,00 | 283,40 | 1 228,00 |
| vaar motorvoertuig (nie-gelede).....        | 298,20                                            | 1 292,00 | 322,10                                                     | 1 396,00 | 344,60 | 1 493,00 | 265,20                                            | 1 149,00 | 286,40                                                     | 1 241,00 | 306,40 | 1 328,00 | 237,20                                            | 1 028,00 | 256,20                                                     | 1 110,00 | 274,10 | 1 188,00 |
| stra swaar motorvoertuig (gelede).....      | 342,30                                            | 1 483,00 | 369,70                                                     | 1 602,00 | 395,60 | 1 714,00 | 303,90                                            | 1 317,00 | 328,20                                                     | 1 422,00 | 351,20 | 1 522,00 | 272,20                                            | 1 179,00 | 294,00                                                     | 1 274,00 | 314,60 | 1 363,00 |
| stra swaar motorvoertuig (nie-gelede).....  | 330,50                                            | 1 432,00 | 356,90                                                     | 1 546,00 | 381,90 | 1 665,00 | 293,50                                            | 1 272,00 | 317,00                                                     | 1 374,00 | 339,20 | 1 470,00 | 262,80                                            | 1 139,00 | 283,80                                                     | 1 230,00 | 303,70 | 1 316,00 |
| tra swaar motorvoertuig.....                | 354,80                                            | 1 537,00 | 383,20                                                     | 1 660,00 | 410,00 | 1 777,00 | 314,70                                            | 1 364,00 | 339,90                                                     | 1 473,00 | 363,70 | 1 576,00 | 282,00                                            | 1 222,00 | 304,60                                                     | 1 320,00 | 325,90 | 1 412,00 |
| totum.....                                  | 237,90                                            | 1 031,00 | 256,90                                                     | 1 113,00 | 274,90 | 1 191,00 | 220,00                                            | 953,00   | 237,60                                                     | 1 030,00 | 254,20 | 1 101,00 | 194,40                                            | 842,00   | 210,00                                                     | 910,00   | 224,70 | 974,00   |
| delsreisiger —                              |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| edurende die eerste jaar ondervinding ..... | 293,50                                            | 1 272,00 | 317,00                                                     | 1 374,00 | 339,20 | 1 470,00 | 260,80                                            | 1 130,00 | 281,70                                                     | 1 221,00 | 301,40 | 1 306,00 | 235,80                                            | 1 022,00 | 254,70                                                     | 1 104,00 | 272,50 | 1 181,00 |
| edurende die tweede jaar ondervinding.....  | 318,10                                            | 1 378,00 | 343,50                                                     | 1 488,00 | 367,50 | 1 592,00 | 282,60                                            | 1 225,00 | 305,20                                                     | 1 322,00 | 326,60 | 1 415,00 | 254,50                                            | 1 103,00 | 274,90                                                     | 1 191,00 | 294,10 | 1 274,00 |
| edurende die derde jaar ondervinding.....   | 342,70                                            | 1 485,00 | 370,10                                                     | 1 604,00 | 396,00 | 1 716,00 | 304,40                                            | 1 319,00 | 328,80                                                     | 1 425,00 | 351,80 | 1 524,00 | 273,10                                            | 1 183,00 | 294,90                                                     | 1 278,00 | 315,50 | 1 367,00 |
| aarna as gekwalifiseerd.....                | 367,20                                            | 1 591,00 | 396,60                                                     | 1 718,00 | 424,40 | 1 839,00 | 326,10                                            | 1 413,00 | 352,20                                                     | 1 526,00 | 376,90 | 1 633,00 | 291,80                                            | 1 264,00 | 315,10                                                     | 1 365,00 | 337,20 | 1 461,00 |
| delsreisiger se assistent.....              | 199,10                                            | 863,00   | 215,00                                                     | 932,00   | 230,10 | 997,00   | 175,90                                            | 762,00   | 190,00                                                     | 823,00   | 203,30 | 881,00   | 158,00                                            | 685,00   | 170,60                                                     | 739,00   | 182,50 | 791,00   |
| erbediener —                                |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| edurende die eerste jaar ondervinding.....  | 180,80                                            | 783,00   | 197,10                                                     | 854,00   | 212,90 | 922,00   | 158,70                                            | 688,00   | 173,00                                                     | 750,00   | 186,80 | 809,00   | 146,20                                            | 633,00   | 159,40                                                     | 691,00   | 172,20 | 746,00   |
| aarna as gekwalifiseerd.....                | 206,90                                            | 896,00   | 225,50                                                     | 977,00   | 243,50 | 1 055,00 | 182,50                                            | 791,00   | 198,90                                                     | 862,00   | 214,80 | 931,00   | 166,30                                            | 721,00   | 181,30                                                     | 786,00   | 195,80 | 848,00   |
| toetskassier .....                          | Soos vir 'n klerk                                 |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| k —                                         |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| edurende die eerste jaar ondervinding ..... | 218,70                                            | 948,00   | 236,20                                                     | 1 023,00 | 252,70 | 1 095,00 | 193,70                                            | 839,00   | 209,20                                                     | 906,00   | 223,80 | 970,00   | 173,50                                            | 752,00   | 187,40                                                     | 812,00   | 200,50 | 869,00   |
| edurende die tweede jaar ondervinding.....  | 238,10                                            | 1 032,00 | 257,10                                                     | 1 114,00 | 275,10 | 1 192,00 | 212,60                                            | 921,00   | 229,60                                                     | 995,00   | 245,70 | 1 065,00 | 190,40                                            | 825,00   | 205,60                                                     | 891,00   | 220,00 | 953,00   |
| edurende die derde jaar ondervinding.....   | 257,60                                            | 1 116,00 | 278,20                                                     | 1 205,00 | 297,70 | 1 290,00 | 231,50                                            | 1 003,00 | 250,00                                                     | 1 083,00 | 267,50 | 1 159,00 | 207,20                                            | 898,00   | 223,80                                                     | 970,00   | 239,50 | 1 038,00 |
| edurende die vier jaar ondervinding .....   | 277,00                                            | 1 200,00 | 299,20                                                     | 1 296,00 | 320,10 | 1 387,00 | 250,30                                            | 1 085,00 | 270,30                                                     | 1 171,00 | 289,20 | 1 253,00 | 244,10                                            | 971,00   | 242,00                                                     | 1 049,00 | 258,90 | 1 122,00 |
| aarna as gekwalifiseerd.....                | 296,50                                            | 1 285,00 | 320,20                                                     | 1 387,00 | 342,60 | 1 484,00 | 269,20                                            | 1 166,00 | 290,70                                                     | 1 260,00 | 311,00 | 1 348,00 | 240,90                                            | 1 044,00 | 260,20                                                     | 1 127,00 | 278,40 | 1 206,00 |
| klike assistent.....                        | 218,70                                            | 948,00   | 236,20                                                     | 1 023,00 | 252,70 | 1 095,00 | 193,70                                            | 839,00   | 209,20                                                     | 906,00   | 223,80 | 970,00   | 173,50                                            | 752,00   | 187,40                                                     | 812,00   | 200,50 | 869,00   |
| lingbestuurder.....                         | 346,70                                            | 1 502,00 | 374,40                                                     | 1 622,00 | 400,60 | 1 736,00 | 307,60                                            | 1 333,00 | 332,20                                                     | 1 439,00 | 355,50 | 1 540,00 | 276,90                                            | 1 200,00 | 299,10                                                     | 1 296,00 | 320,00 | 1 387,00 |
| asynman.....                                | 312,30                                            | 1 353,00 | 337,30                                                     | 1 462,00 | 360,90 | 1 564,00 | 284,40                                            | 1 232,00 | 307,20                                                     | 1 331,00 | 328,70 | 1 424,00 | 254,40                                            | 1 102,00 | 274,80                                                     | 1 191,00 | 294,00 | 1 274,00 |
| teur.....                                   | 184,80                                            | 801,00   | 201,40                                                     | 873,00   | 217,50 | 942,00   | 163,30                                            | 708,00   | 178,00                                                     | 771,00   | 192,20 | 833,00   | 146,20                                            | 633,00   | 159,40                                                     | 691,00   | 172,20 | 746,00   |
| uisassistent.....                           | 193,70                                            | 839,00   | 211,10                                                     | 915,00   | 228,00 | 988,00   | 170,90                                            | 741,00   | 186,30                                                     | 807,00   | 201,20 | 872,00   | 154,80                                            | 671,00   | 168,70                                                     | 731,00   | 182,20 | 789,00   |
| naaroperateur —                             |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| edurende die eerste jaar ondervinding ..... | 231,50                                            | 1 003,00 | 250,00                                                     | 1 083,00 | 267,50 | 1 159,00 | 205,20                                            | 889,00   | 221,60                                                     | 960,00   | 237,10 | 1 027,00 | 184,00                                            | 797,00   | 198,70                                                     | 861,00   | 212,60 | 921,00   |
| aarna as gekwalifiseerd.....                | 319,70                                            | 1 385,00 | 345,30                                                     | 1 496,00 | 369,50 | 1 601,00 | 283,00                                            | 1 226,00 | 305,60                                                     | 1 324,00 | 327,00 | 1 417,00 | 253,70                                            | 1 099,00 | 274,00                                                     | 1 187,00 | 293,20 | 1 270,00 |
| riteitsbeampte, Graad A                     |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| lien die gewone werkure nie 48 in 'n week   |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| rskry nie .....                             | 204,50                                            | 886,00   | 220,90                                                     | 957,00   | 236,40 | 1 024,00 | 180,60                                            | 783,00   | 195,00                                                     | 845,00   | 208,70 | 904,00   | 162,10                                            | 70</     |                                                            |          |        |          |

|                                                                          | Region A                                        |          |                                                                |          |            |          | Region B                                        |          |                                                                |          |            |          | Region C                                        |          |                                                                |          |            |      |
|--------------------------------------------------------------------------|-------------------------------------------------|----------|----------------------------------------------------------------|----------|------------|----------|-------------------------------------------------|----------|----------------------------------------------------------------|----------|------------|----------|-------------------------------------------------|----------|----------------------------------------------------------------|----------|------------|------|
|                                                                          | During the period<br>ending 30 November<br>1995 |          | During the period<br>1 December 1995<br>to 30 November<br>1996 |          | Thereafter |          | During the period<br>ending 30 November<br>1995 |          | During the period<br>1 December 1995<br>to 30 November<br>1996 |          | Thereafter |          | During the period<br>ending 30 November<br>1995 |          | During the period<br>1 December 1995<br>to 30 November<br>1996 |          | Thereafter |      |
|                                                                          | R p.w.                                          | R p.m.   | R p.w.                                                         | R p.m.   | R p.w.     | R p.m.   | R p.w.                                          | R p.m.   | R p.w.                                                         | R p.m.   | R p.w.     | R p.m.   | R p.w.                                          | R p.m.   | R p.w.                                                         | R p.m.   | R p.w.     | R p. |
| thereafter as qualified .....                                            | 206,90                                          | 896,00   | 225,50                                                         | 977,00   | 243,50     | 1 055,00 | 182,50                                          | 791,00   | 198,90                                                         | 862,00   | 214,80     | 931,00   | 166,30                                          | 721,00   | 181,30                                                         | 786,00   | 195,80     | 84   |
| Manager .....                                                            | 414,10                                          | 1 794,00 | 447,20                                                         | 1 938,00 | 478,50     | 2 073,00 | 368,30                                          | 1 596,00 | 397,80                                                         | 1 724,00 | 425,60     | 1 844,00 | 331,20                                          | 1 435,00 | 357,70                                                         | 1 550,00 | 382,70     | 1 65 |
| Mobile hoist operator .....                                              | 184,80                                          | 801,00   | 201,40                                                         | 873,00   | 217,50     | 942,00   | 163,30                                          | 708,00   | 178,00                                                         | 771,00   | 192,20     | 833,00   | 146,20                                          | 633,00   | 159,40                                                         | 691,00   | 172,20     | 74   |
| Office cashier .....                                                     | As for a clerk                                  |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| Outside sales assistant .....                                            | As for a displayer                              |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| Sales assistant operating a till —                                       |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| during the first year of experience .....                                | 238,10                                          | 1 032,00 | 257,10                                                         | 1 114,00 | 275,10     | 1 192,00 | 212,60                                          | 921,00   | 229,60                                                         | 995,00   | 245,70     | 1 065,00 | 190,40                                          | 825,00   | 205,60                                                         | 891,00   | 220,00     | 95   |
| during the second year of experience .....                               | 257,60                                          | 1 116,00 | 278,20                                                         | 1 205,00 | 297,70     | 1 290,00 | 231,50                                          | 1 003,00 | 250,00                                                         | 1 083,00 | 267,50     | 1 159,00 | 207,20                                          | 898,00   | 223,80                                                         | 970,00   | 239,50     | 1 03 |
| during the third year of experience .....                                | 277,00                                          | 1 200,00 | 299,20                                                         | 1 296,00 | 320,10     | 1 387,00 | 250,30                                          | 1 085,00 | 270,30                                                         | 1 171,00 | 289,20     | 1 253,00 | 224,10                                          | 971,00   | 242,00                                                         | 1 049,00 | 258,90     | 1 12 |
| thereafter as qualified .....                                            | 296,50                                          | 1 285,00 | 320,20                                                         | 1 387,00 | 342,60     | 1 484,00 | 269,20                                          | 1 166,00 | 290,70                                                         | 1 260,00 | 311,00     | 1 348,00 | 240,90                                          | 1 044,00 | 260,20                                                         | 1 127,00 | 278,40     | 1 20 |
| Sales assistant who does not operate a till —                            |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| during the first year of experience .....                                | 218,70                                          | 948,00   | 236,20                                                         | 1 023,00 | 252,70     | 1 095,00 | 193,70                                          | 839,00   | 209,20                                                         | 906,00   | 223,80     | 970,00   | 173,50                                          | 752,00   | 187,40                                                         | 812,00   | 200,50     | 86   |
| during the second year of experience .....                               | 238,10                                          | 1 032,00 | 257,10                                                         | 1 114,00 | 275,10     | 1 192,00 | 212,60                                          | 921,00   | 229,60                                                         | 995,00   | 245,70     | 1 065,00 | 190,40                                          | 825,00   | 205,60                                                         | 891,00   | 220,00     | 95   |
| during the third year of experience .....                                | 257,60                                          | 1 116,00 | 278,20                                                         | 1 205,00 | 297,70     | 1 290,00 | 231,50                                          | 1 003,00 | 250,00                                                         | 1 083,00 | 267,50     | 1 159,00 | 207,20                                          | 898,00   | 223,80                                                         | 970,00   | 239,50     | 1 03 |
| during the fourth year of experience .....                               | 277,00                                          | 1 200,00 | 299,20                                                         | 1 296,00 | 320,10     | 1 387,00 | 250,30                                          | 1 085,00 | 270,30                                                         | 1 171,00 | 289,20     | 1 253,00 | 224,10                                          | 971,00   | 242,00                                                         | 1 049,00 | 258,90     | 1 12 |
| thereafter as qualified .....                                            | 296,50                                          | 1 285,00 | 320,20                                                         | 1 387,00 | 342,60     | 1 484,00 | 269,20                                          | 1 166,00 | 290,70                                                         | 1 260,00 | 311,00     | 1 348,00 | 240,90                                          | 1 044,00 | 260,20                                                         | 1 127,00 | 278,40     | 1 20 |
| Security officer, Grade A                                                |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| if ordinary hours of work do not exceed 48 in                            |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| a week .....                                                             | 204,50                                          | 886,00   | 220,90                                                         | 957,00   | 236,40     | 1 024,00 | 180,60                                          | 783,00   | 195,00                                                         | 845,00   | 208,70     | 904,00   | 162,10                                          | 702,00   | 175,10                                                         | 759,00   | 187,40     | 81   |
| if ordinary hours of work exceed 48 in a week .....                      | 255,60                                          | 1 108,00 | 276,00                                                         | 1 196,00 | 295,30     | 1 280,00 | 225,80                                          | 978,00   | 243,90                                                         | 1 057,00 | 261,00     | 1 131,00 | 202,60                                          | 878,00   | 218,80                                                         | 948,00   | 234,10     | 1 01 |
| Security officer, Grade B                                                |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| if ordinary hours of work do not exceed 48 in                            |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| a week .....                                                             | 184,80                                          | 801,00   | 201,40                                                         | 873,00   | 217,50     | 942,00   | 163,30                                          | 708,00   | 178,00                                                         | 771,00   | 192,20     | 833,00   | 146,20                                          | 633,00   | 159,40                                                         | 691,00   | 172,20     | 74   |
| if ordinary hours of work exceed 48 in a week .....                      | 231,00                                          | 1 001,00 | 251,80                                                         | 1 091,00 | 271,90     | 1 178,00 | 204,10                                          | 884,00   | 222,50                                                         | 964,00   | 240,30     | 1 041,00 | 182,80                                          | 792,00   | 199,30                                                         | 864,00   | 215,20     | 93   |
| Senior sales assistant .....                                             | 307,60                                          | 1 333,00 | 332,20                                                         | 1 439,00 | 355,50     | 1 540,00 | 273,20                                          | 1 184,00 | 295,10                                                         | 1 279,00 | 315,80     | 1 368,00 | 247,00                                          | 1 070,00 | 266,80                                                         | 1 156,00 | 285,50     | 1 23 |
| Service supply salesman —                                                |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| during the first year of experience .....                                | 261,50                                          | 1 133,00 | 282,40                                                         | 1 224,00 | 302,20     | 1 309,00 | 232,50                                          | 1 007,00 | 251,10                                                         | 1 088,00 | 268,70     | 1 164,00 | 210,20                                          | 911,00   | 227,00                                                         | 984,00   | 242,90     | 1 05 |
| during the second year of experience .....                               | 284,50                                          | 1 233,00 | 307,30                                                         | 1 332,00 | 328,80     | 1 425,00 | 252,80                                          | 1 095,00 | 273,00                                                         | 1 183,00 | 292,10     | 1 266,00 | 229,10                                          | 993,00   | 247,40                                                         | 1 072,00 | 264,70     | 1 14 |
| during the third year of experience .....                                | 307,50                                          | 1 332,00 | 332,10                                                         | 1 439,00 | 355,30     | 1 540,00 | 273,10                                          | 1 183,00 | 294,90                                                         | 1 278,00 | 315,50     | 1 367,00 | 248,00                                          | 1 075,00 | 267,80                                                         | 1 160,00 | 286,50     | 1 24 |
| thereafter as qualified .....                                            | 330,50                                          | 1 432,00 | 356,90                                                         | 1 546,00 | 381,90     | 1 655,00 | 293,50                                          | 1 272,00 | 317,00                                                         | 1 374,00 | 339,20     | 1 470,00 | 266,80                                          | 1 156,00 | 288,10                                                         | 1 248,00 | 308,30     | 1 33 |
| Shop assistant operating a till —                                        |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| during the first year of experience .....                                | 213,00                                          | 923,00   | 230,00                                                         | 997,00   | 246,10     | 1 066,00 | 190,90                                          | 827,00   | 206,20                                                         | 893,00   | 220,60     | 956,00   | 171,30                                          | 742,00   | 185,00                                                         | 802,00   | 198,00     | 85   |
| thereafter as qualified .....                                            | 220,70                                          | 956,00   | 238,40                                                         | 1 033,00 | 255,10     | 1 105,00 | 199,10                                          | 863,00   | 215,00                                                         | 932,00   | 230,10     | 997,00   | 177,90                                          | 771,00   | 192,10                                                         | 832,00   | 205,50     | 89   |
| Shop assistant who does not operate a till —                             |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| during the first year of experience .....                                | 193,70                                          | 839,00   | 211,10                                                         | 915,00   | 228,00     | 988,00   | 170,90                                          | 741,00   | 186,30                                                         | 807,00   | 201,20     | 872,00   | 154,80                                          | 671,00   | 168,70                                                         | 731,00   | 182,20     | 78   |
| during the second year of experience .....                               | 201,20                                          | 872,00   | 219,30                                                         | 950,00   | 236,80     | 1 026,00 | 179,00                                          | 776,00   | 195,10                                                         | 845,00   | 210,70     | 913,00   | 161,30                                          | 699,00   | 175,80                                                         | 762,00   | 189,90     | 82   |
| during the third year of experience .....                                | 208,70                                          | 904,00   | 227,50                                                         | 986,00   | 245,70     | 1 065,00 | 187,00                                          | 810,00   | 203,80                                                         | 883,00   | 220,10     | 954,00   | 167,80                                          | 727,00   | 182,90                                                         | 793,00   | 197,50     | 85   |
| thereafter as qualified .....                                            | 216,10                                          | 936,00   | 235,50                                                         | 1 020,00 | 254,30     | 1 102,00 | 195,00                                          | 845,00   | 212,60                                                         | 921,00   | 229,60     | 995,00   | 174,20                                          | 755,00   | 189,90                                                         | 823,00   | 205,10     | 88   |
| Store assistant .....                                                    | 193,70                                          | 839,00   | 211,10                                                         | 915,00   | 228,00     | 988,00   | 170,90                                          | 741,00   | 186,30                                                         | 807,00   | 201,20     | 872,00   | 154,80                                          | 671,00   | 168,70                                                         | 731,00   | 182,20     | 78   |
| Store detective .....                                                    | As for a clerk                                  |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |          |                                                 |          |                                                                |          |            |      |
| Storeman .....                                                           | 312,30                                          | 1 353,00 | 337,30                                                         | 1 462,00 | 360,90     | 1 564,00 | 284,40                                          | 1 232,00 | 307,20                                                         | 1 331,00 | 328,70     | 1 424,00 | 254,40                                          | 1 102,00 | 274,80                                                         | 1 191,00 | 294,00     | 1 27 |
| Supervisor .....                                                         | 321,10                                          | 1 391,00 | 346,80                                                         | 1 503,00 | 371,10     | 1 608,00 | 285,00                                          | 1 235,00 | 307,80                                                         | 1 334,00 | 329,30     | 1 427,00 | 258,80                                          | 1 121,00 | 279,50                                                         | 1 211,00 | 299,10     | 1 29 |
| Trainee manager .....                                                    | 346,70                                          | 1 502,00 | 374,40                                                         | 1 622,00 | 400,60     | 1 736,00 | 307,60                                          | 1 333,00 | 332,20                                                         | 1 439,00 | 355,50     | 1 540,00 | 276,90                                          | 1 200,00 | 299,10                                                         | 1 296,00 | 320,00     | 1 38 |
| Employee not elsewhere specifically mentioned<br>in this paragraph ..... | 184,80                                          | 801,00   | 201,40                                                         | 873,00   | 217,50     | 942,00   | 163,30                                          | 708,00   | 178,00                                                         | 771,00   | 192,20     | 833,00   | 146,20                                          | 633,00   | 159,40                                                         | 691,00   | 172,20     | 74   |



|                                                                 | Streek A                                          |          |                                                            |          |        |          | Streek B                                          |          |                                                            |          |        |          | Streek C                                          |          |                                                            |          |        |          |
|-----------------------------------------------------------------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|
|                                                                 | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          |
|                                                                 | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   |
| kuriteitsbeampte, Graad B                                       |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| indien die gewone werkure nie 48 in 'n week oorskry nie         | 184,80                                            | 801,00   | 201,40                                                     | 873,00   | 217,50 | 942,00   | 163,30                                            | 708,00   | 178,00                                                     | 771,00   | 192,20 | 833,00   | 146,20                                            | 633,00   | 159,40                                                     | 691,00   | 172,20 | 746,00   |
| indien die gewone werkure 48 in 'n week oorskry                 | 231,00                                            | 1 001,00 | 251,80                                                     | 1 091,00 | 271,90 | 1 178,00 | 204,10                                            | 884,00   | 222,50                                                     | 964,00   | 240,30 | 1 041,00 | 182,80                                            | 792,00   | 199,30                                                     | 864,00   | 215,20 | 932,00   |
| nior verkoopsassistent                                          | 307,60                                            | 1 333,00 | 332,20                                                     | 1 439,00 | 355,50 | 1 540,00 | 273,20                                            | 1 184,00 | 295,10                                                     | 1 279,00 | 315,80 | 1 368,00 | 247,00                                            | 1 070,00 | 266,80                                                     | 1 156,00 | 285,50 | 1 237,00 |
| esighouer                                                       | 321,10                                            | 1 391,00 | 346,80                                                     | 1 503,00 | 371,10 | 1 608,00 | 285,00                                            | 1 235,00 | 307,80                                                     | 1 334,00 | 329,30 | 1 427,00 | 258,80                                            | 1 121,00 | 279,50                                                     | 1 211,00 | 299,10 | 1 296,00 |
| tstaller —                                                      |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding                          | 223,40                                            | 968,00   | 241,30                                                     | 1 046,00 | 258,20 | 1 119,00 | 199,10                                            | 863,00   | 215,00                                                     | 932,00   | 230,10 | 997,00   | 180,30                                            | 781,00   | 194,70                                                     | 844,00   | 208,30 | 903,00   |
| gedurende die tweede jaar ondervinding                          | 244,40                                            | 1 059,00 | 264,00                                                     | 1 144,00 | 282,50 | 1 224,00 | 217,60                                            | 943,00   | 235,00                                                     | 1 018,00 | 251,50 | 1 090,00 | 196,90                                            | 853,00   | 212,70                                                     | 922,00   | 227,60 | 986,00   |
| gedurende die derde jaar ondervinding                           | 265,50                                            | 1 150,00 | 286,70                                                     | 1 242,00 | 306,80 | 1 329,00 | 236,20                                            | 1 023,00 | 255,10                                                     | 1 105,00 | 273,00 | 1 183,00 | 213,60                                            | 926,00   | 230,70                                                     | 1 000,00 | 246,80 | 1 069,00 |
| gedurende die vier jaar ondervinding                            | 286,50                                            | 1 241,00 | 309,40                                                     | 1 341,00 | 331,10 | 1 435,00 | 254,70                                            | 1 104,00 | 275,10                                                     | 1 192,00 | 294,40 | 1 276,00 | 230,30                                            | 998,00   | 248,70                                                     | 1 078,00 | 266,10 | 1 153,00 |
| daarna as gekwalifiseerd                                        | 307,60                                            | 1 333,00 | 332,20                                                     | 1 439,00 | 355,50 | 1 540,00 | 273,20                                            | 1 184,00 | 295,10                                                     | 1 279,00 | 315,80 | 1 368,00 | 247,00                                            | 1 070,00 | 266,80                                                     | 1 156,00 | 285,50 | 1 237,00 |
| tstaller se assistent                                           | 218,70                                            | 948,00   | 236,20                                                     | 1 023,00 | 252,70 | 1 095,00 | 193,70                                            | 839,00   | 209,20                                                     | 906,00   | 223,80 | 970,00   | 173,50                                            | 752,00   | 187,40                                                     | 812,00   | 200,50 | 869,00   |
| rkoopsassistent wat 'n kontantkas bedien —                      |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding                          | 238,10                                            | 1 032,00 | 257,10                                                     | 1 114,00 | 275,10 | 1 192,00 | 212,60                                            | 921,00   | 229,60                                                     | 995,00   | 245,70 | 1 065,00 | 190,40                                            | 825,00   | 205,60                                                     | 891,00   | 220,00 | 953,00   |
| gedurende die tweede jaar ondervinding                          | 257,60                                            | 1 116,00 | 278,20                                                     | 1 205,00 | 297,70 | 1 290,00 | 231,50                                            | 1 003,00 | 250,00                                                     | 1 083,00 | 267,50 | 1 159,00 | 207,20                                            | 898,00   | 223,80                                                     | 970,00   | 239,50 | 1 038,00 |
| gedurende die derde jaar ondervinding                           | 277,00                                            | 1 200,00 | 299,20                                                     | 1 296,00 | 320,10 | 1 387,00 | 250,30                                            | 1 085,00 | 270,30                                                     | 1 171,00 | 289,20 | 1 253,00 | 224,10                                            | 971,00   | 242,00                                                     | 1 049,00 | 258,90 | 1 122,00 |
| daarna as gekwalifiseerd                                        | 296,50                                            | 1 285,00 | 320,20                                                     | 1 387,00 | 342,60 | 1 484,00 | 269,20                                            | 1 166,00 | 290,70                                                     | 1 260,00 | 311,00 | 1 348,00 | 240,90                                            | 1 044,00 | 260,20                                                     | 1 127,00 | 278,40 | 1 206,00 |
| rkoopsassistent wat nie 'n kontantkas bedien nie —              |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding                          | 218,70                                            | 948,00   | 236,20                                                     | 1 023,00 | 252,70 | 1 095,00 | 193,70                                            | 839,00   | 209,20                                                     | 906,00   | 223,80 | 970,00   | 173,50                                            | 752,00   | 187,40                                                     | 812,00   | 200,50 | 869,00   |
| gedurende die tweede jaar ondervinding                          | 238,10                                            | 1 032,00 | 257,10                                                     | 1 114,00 | 275,10 | 1 192,00 | 212,60                                            | 921,00   | 229,60                                                     | 995,00   | 245,70 | 1 065,00 | 190,40                                            | 825,00   | 205,60                                                     | 891,00   | 220,00 | 953,00   |
| gedurende die derde jaar ondervinding                           | 257,60                                            | 1 116,00 | 278,20                                                     | 1 205,00 | 297,70 | 1 290,00 | 231,50                                            | 1 003,00 | 250,00                                                     | 1 083,00 | 267,50 | 1 159,00 | 207,20                                            | 898,00   | 223,80                                                     | 970,00   | 239,50 | 1 038,00 |
| gedurende die vierde jaar ondervinding                          | 277,00                                            | 1 200,00 | 299,20                                                     | 1 296,00 | 320,10 | 1 387,00 | 250,30                                            | 1 085,00 | 270,30                                                     | 1 171,00 | 289,20 | 1 253,00 | 224,10                                            | 971,00   | 242,00                                                     | 1 049,00 | 258,90 | 1 122,00 |
| daarna as gekwalifiseerd                                        | 296,50                                            | 1 285,00 | 320,20                                                     | 1 387,00 | 342,60 | 1 484,00 | 269,20                                            | 1 166,00 | 290,70                                                     | 1 260,00 | 311,00 | 1 348,00 | 240,90                                            | 1 044,00 | 260,20                                                     | 1 127,00 | 278,40 | 1 206,00 |
| rsendingsklerk                                                  | Soos vir 'n klerk                                 |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| rsorgerbestellingnemer —                                        |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding                          | 261,50                                            | 1 133,00 | 282,40                                                     | 1 224,00 | 302,20 | 1 309,00 | 232,50                                            | 1 007,00 | 251,10                                                     | 1 088,00 | 268,70 | 1 164,00 | 210,20                                            | 911,00   | 227,00                                                     | 984,00   | 242,90 | 1 052,00 |
| gedurende die tweede jaar ondervinding                          | 284,50                                            | 1 233,00 | 307,30                                                     | 1 322,00 | 328,80 | 1 425,00 | 252,80                                            | 1 095,00 | 273,00                                                     | 1 183,00 | 292,10 | 1 266,00 | 229,10                                            | 993,00   | 247,40                                                     | 1 072,00 | 264,70 | 1 147,00 |
| gedurende die derde jaar ondervinding                           | 307,50                                            | 1 332,00 | 332,10                                                     | 1 439,00 | 355,30 | 1 540,00 | 273,10                                            | 1 183,00 | 294,90                                                     | 1 278,00 | 315,50 | 1 367,00 | 248,00                                            | 1 075,00 | 267,80                                                     | 1 160,00 | 286,50 | 1 241,00 |
| daarna as gekwalifiseerd                                        | 330,50                                            | 1 432,00 | 356,90                                                     | 1 546,00 | 381,90 | 1 655,00 | 293,50                                            | 1 272,00 | 317,00                                                     | 1 374,00 | 339,20 | 1 470,00 | 266,80                                            | 1 156,00 | 288,10                                                     | 1 248,00 | 308,30 | 1 336,00 |
| rsteller —                                                      |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding                          | 193,70                                            | 839,00   | 211,10                                                     | 915,00   | 228,00 | 988,00   | 170,90                                            | 741,00   | 186,30                                                     | 807,00   | 201,20 | 872,00   | 154,80                                            | 671,00   | 168,70                                                     | 731,00   | 182,20 | 789,00   |
| gedurende die tweede jaar ondervinding                          | 201,20                                            | 872,00   | 219,30                                                     | 950,00   | 236,80 | 1 026,00 | 179,00                                            | 776,00   | 195,10                                                     | 845,00   | 210,70 | 913,00   | 161,30                                            | 699,00   | 175,80                                                     | 762,00   | 189,90 | 823,00   |
| gedurende die derde jaar ondervinding                           | 208,70                                            | 904,00   | 227,50                                                     | 986,00   | 245,70 | 1 065,00 | 187,00                                            | 810,00   | 203,80                                                     | 883,00   | 220,10 | 954,00   | 167,80                                            | 727,00   | 182,90                                                     | 793,00   | 197,50 | 856,00   |
| daarna as gekwalifiseerd                                        | 216,10                                            | 936,00   | 235,50                                                     | 1 020,00 | 254,30 | 1 102,00 | 195,00                                            | 845,00   | 212,60                                                     | 921,00   | 229,60 | 995,00   | 174,20                                            | 755,00   | 189,90                                                     | 823,00   | 205,10 | 889,00   |
| inklassistent wat 'n kontantkas bedien —                        |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding                          | 213,00                                            | 923,00   | 230,00                                                     | 997,00   | 246,10 | 1 066,00 | 190,90                                            | 827,00   | 206,20                                                     | 893,00   | 220,60 | 956,00   | 171,30                                            | 742,00   | 185,00                                                     | 802,00   | 198,00 | 858,00   |
| daarna as gekwalifiseerd                                        | 220,70                                            | 956,00   | 238,40                                                     | 1 033,00 | 255,10 | 1 105,00 | 199,10                                            | 863,00   | 215,00                                                     | 932,00   | 230,10 | 997,00   | 177,90                                            | 771,00   | 192,10                                                     | 832,00   | 205,50 | 890,00   |
| inklassistent wat nie 'n kontantkas bedien nie —                |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding                          | 193,70                                            | 839,00   | 211,10                                                     | 915,00   | 228,00 | 988,00   | 170,90                                            | 741,00   | 186,30                                                     | 807,00   | 201,20 | 872,00   | 154,80                                            | 671,00   | 168,70                                                     | 731,00   | 182,20 | 789,00   |
| gedurende die tweede jaar ondervinding                          | 201,20                                            | 872,00   | 219,30                                                     | 950,00   | 236,80 | 1 026,00 | 179,00                                            | 776,00   | 195,10                                                     | 845,00   | 210,70 | 913,00   | 161,30                                            | 699,00   | 175,80                                                     | 762,00   | 189,90 | 823,00   |
| gedurende die derde jaar ondervinding                           | 208,70                                            | 904,00   | 227,50                                                     | 986,00   | 245,70 | 1 065,00 | 187,00                                            | 810,00   | 203,80                                                     | 883,00   | 220,10 | 954,00   | 167,80                                            | 727,00   | 182,90                                                     | 793,00   | 197,50 | 856,00   |
| daarna as gekwalifiseerd                                        | 216,10                                            | 936,00   | 235,50                                                     | 1 020,00 | 254,30 | 1 102,00 | 195,00                                            | 845,00   | 212,60                                                     | 921,00   | 229,60 | 995,00   | 174,20                                            | 755,00   | 189,90                                                     | 823,00   | 205,10 | 889,00   |
| inklspuurder                                                    | Soos vir 'n klerk                                 |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| erknemer nie elders in hierdie paragraaf uitdruklik vermeld nie | 184,80                                            | 801,00   | 201,40                                                     | 873,00   | 217,50 | 942,00   | 163,30                                            | 708,00   | 178,00                                                     | 771,00   | 192,20 | 833,00   | 146,20                                            | 633,00   | 159,40                                                     | 691,00   | 172,20 | 746,00   |



|                                                                        | Region D                                  |          |                                                       |          |            |          | Region E                                  |          |                                                       |          |            |          |
|------------------------------------------------------------------------|-------------------------------------------|----------|-------------------------------------------------------|----------|------------|----------|-------------------------------------------|----------|-------------------------------------------------------|----------|------------|----------|
|                                                                        | During the period ending 30 November 1995 |          | During the period 1 December 1995 to 30 November 1996 |          | Thereafter |          | During the period ending 30 November 1995 |          | During the period 1 December 1995 to 30 November 1996 |          | Thereafter |          |
|                                                                        | R p.w.                                    | R p.m.   | R p.w.                                                | R p.m.   | R p.w.     | R p.m.   | R p.w.                                    | R p.m.   | R p.w.                                                | R p.m.   | R p.w.     | R p.m.   |
|                                                                        |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| Alteration hand —                                                      |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                              | 147,50                                    | 639,00   | 160,80                                                | 697,00   | 173,70     | 753,00   | 143,50                                    | 622,00   | 156,40                                                | 678,00   | 168,90     | 732,00   |
| during the second year of experience .....                             | 153,50                                    | 665,00   | 167,30                                                | 725,00   | 180,70     | 783,00   | 148,20                                    | 642,00   | 161,50                                                | 700,00   | 174,40     | 756,00   |
| during the third year of experience .....                              | 159,40                                    | 691,00   | 173,70                                                | 753,00   | 187,60     | 813,00   | 152,80                                    | 662,00   | 166,60                                                | 722,00   | 179,90     | 780,00   |
| thereafter as qualified .....                                          | 165,30                                    | 716,00   | 180,20                                                | 781,00   | 194,60     | 843,00   | 157,40                                    | 682,00   | 171,60                                                | 744,00   | 185,30     | 803,00   |
| Assembler .....                                                        | 137,00                                    | 594,00   | 149,30                                                | 647,00   | 161,20     | 698,00   | 121,10                                    | 525,00   | 132,00                                                | 572,00   | 142,60     | 618,00   |
| Buyer .....                                                            | As for a commercial traveller             |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| Chauffeur .....                                                        | 146,90                                    | 637,00   | 158,70                                                | 688,00   | 169,80     | 736,00   | 135,10                                    | 585,00   | 145,90                                                | 632,00   | 156,10     | 676,00   |
| Clerical assistant .....                                               | 165,10                                    | 715,00   | 178,30                                                | 773,00   | 190,80     | 827,00   | 158,00                                    | 685,00   | 170,60                                                | 739,00   | 182,50     | 791,00   |
| Clerk —                                                                |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                              | 165,10                                    | 715,00   | 178,30                                                | 773,00   | 190,80     | 827,00   | 158,00                                    | 685,00   | 170,60                                                | 739,00   | 182,50     | 791,00   |
| during the second year of experience .....                             | 181,40                                    | 786,00   | 195,90                                                | 849,00   | 209,60     | 908,00   | 173,20                                    | 750,00   | 187,10                                                | 811,00   | 200,20     | 867,00   |
| during the third year of experience .....                              | 197,60                                    | 856,00   | 213,40                                                | 925,00   | 228,30     | 989,00   | 188,40                                    | 816,00   | 203,50                                                | 882,00   | 217,70     | 943,00   |
| during the fourth year of experience .....                             | 213,90                                    | 927,00   | 231,00                                                | 1 001,00 | 247,20     | 1 071,00 | 203,50                                    | 882,00   | 219,80                                                | 952,00   | 235,20     | 1 019,00 |
| thereafter as qualified .....                                          | 230,10                                    | 997,00   | 248,50                                                | 1 077,00 | 265,90     | 1 152,00 | 218,70                                    | 948,00   | 236,20                                                | 1 023,00 | 252,70     | 1 095,00 |
| Commercial traveller —                                                 |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                              | 225,10                                    | 975,00   | 243,10                                                | 1 053,00 | 260,10     | 1 127,00 | 216,00                                    | 936,00   | 233,30                                                | 1 011,00 | 249,60     | 1 082,00 |
| during the second year of experience .....                             | 243,00                                    | 1 053,00 | 262,40                                                | 1 137,00 | 280,80     | 1 217,00 | 233,40                                    | 1 011,00 | 252,10                                                | 1 092,00 | 269,70     | 1 169,00 |
| during the third year of experience .....                              | 261,00                                    | 1 131,00 | 281,90                                                | 1 221,00 | 301,60     | 1 307,00 | 250,80                                    | 1 087,00 | 270,90                                                | 1 174,00 | 289,90     | 1 256,00 |
| thereafter as qualified .....                                          | 279,00                                    | 1 209,00 | 301,30                                                | 1 306,00 | 322,40     | 1 397,00 | 268,20                                    | 1 162,00 | 289,70                                                | 1 255,00 | 310,00     | 1 343,00 |
| Commercial traveller's assistant .....                                 | 146,90                                    | 637,00   | 158,70                                                | 688,00   | 169,80     | 736,00   | 135,10                                    | 585,00   | 145,90                                                | 632,00   | 156,10     | 676,00   |
| Computer operator —                                                    |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                              | 172,50                                    | 747,00   | 186,30                                                | 807,00   | 199,30     | 864,00   | 156,30                                    | 677,00   | 168,80                                                | 731,00   | 180,60     | 783,00   |
| thereafter as qualified .....                                          | 237,50                                    | 1 029,00 | 256,50                                                | 1 111,00 | 274,50     | 1 189,00 | 213,90                                    | 927,00   | 231,00                                                | 1 001,00 | 247,20     | 1 071,00 |
| Demonstrator .....                                                     | As for a clerk                            |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| Demonstrator-salesman —                                                |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                              | 176,20                                    | 763,00   | 190,30                                                | 825,00   | 203,60     | 882,00   | 169,50                                    | 734,00   | 183,10                                                | 793,00   | 195,90     | 849,00   |
| during the second year of experience .....                             | 193,60                                    | 839,00   | 209,10                                                | 906,00   | 223,70     | 969,00   | 186,10                                    | 806,00   | 201,00                                                | 871,00   | 215,10     | 932,00   |
| during the third year of experience .....                              | 211,10                                    | 915,00   | 228,00                                                | 988,00   | 244,00     | 1 057,00 | 202,70                                    | 878,00   | 218,90                                                | 948,00   | 234,20     | 1 015,00 |
| during the fourth year of experience .....                             | 228,50                                    | 990,00   | 246,80                                                | 1 069,00 | 264,10     | 1 144,00 | 219,30                                    | 950,00   | 236,80                                                | 1 026,00 | 253,40     | 1 098,00 |
| thereafter as qualified .....                                          | 246,00                                    | 1 066,00 | 265,70                                                | 1 151,00 | 284,30     | 1 232,00 | 235,80                                    | 1 022,00 | 254,70                                                | 1 104,00 | 272,50     | 1 181,00 |
| Despatch clerk .....                                                   | As for a clerk                            |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| Displayer —                                                            |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                              | 170,80                                    | 740,00   | 184,50                                                | 799,00   | 197,40     | 855,00   | 164,10                                    | 711,00   | 177,20                                                | 768,00   | 189,60     | 822,00   |
| during the second year of experience .....                             | 187,30                                    | 812,00   | 202,30                                                | 877,00   | 216,50     | 938,00   | 180,20                                    | 781,00   | 194,60                                                | 843,00   | 208,20     | 902,00   |
| during the third year of experience .....                              | 203,80                                    | 883,00   | 220,10                                                | 954,00   | 235,50     | 1 020,00 | 196,30                                    | 851,00   | 212,00                                                | 919,00   | 226,80     | 983,00   |
| during the fourth year of experience .....                             | 220,40                                    | 955,00   | 238,00                                                | 1 031,00 | 254,70     | 1 104,00 | 212,30                                    | 920,00   | 229,30                                                | 994,00   | 245,40     | 1 063,00 |
| thereafter as qualified .....                                          | 236,90                                    | 1 026,00 | 255,90                                                | 1 109,00 | 273,80     | 1 186,00 | 228,40                                    | 990,00   | 246,70                                                | 1 069,00 | 264,00     | 1 144,00 |
| Displayer's assistant .....                                            | 165,10                                    | 715,00   | 178,30                                                | 773,00   | 190,80     | 827,00   | 158,00                                    | 685,00   | 170,60                                                | 739,00   | 182,50     | 791,00   |
| Driver of —                                                            |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| a light motor vehicle .....                                            | 146,90                                    | 637,00   | 158,70                                                | 688,00   | 169,80     | 736,00   | 135,10                                    | 585,00   | 145,90                                                | 632,00   | 156,10     | 676,00   |
| a medium motor vehicle (articulated) .....                             | 186,00                                    | 806,00   | 200,90                                                | 870,00   | 215,00     | 932,00   | 169,80                                    | 736,00   | 183,40                                                | 795,00   | 196,20     | 850,00   |
| a medium motor vehicle (rigid) .....                                   | 180,60                                    | 783,00   | 195,00                                                | 845,00   | 208,70     | 904,00   | 165,10                                    | 715,00   | 178,30                                                | 773,00   | 190,80     | 827,00   |
| a heavy motor vehicle (articulated) .....                              | 203,20                                    | 880,00   | 219,50                                                | 951,00   | 234,90     | 1 018,00 | 185,60                                    | 804,00   | 200,40                                                | 868,00   | 214,40     | 929,00   |
| a heavy motor vehicle (rigid) .....                                    | 197,10                                    | 854,00   | 212,90                                                | 922,00   | 227,80     | 987,00   | 180,30                                    | 781,00   | 194,70                                                | 844,00   | 208,30     | 903,00   |
| an extra heavy motor vehicle (articulated) .....                       | 225,70                                    | 978,00   | 243,80                                                | 1 056,00 | 260,90     | 1 130,00 | 205,20                                    | 889,00   | 221,60                                                | 960,00   | 237,10     | 1 027,00 |
| an extra heavy motor vehicle (rigid) .....                             | 218,30                                    | 946,00   | 235,80                                                | 1 022,00 | 252,30     | 1 093,00 | 198,80                                    | 861,00   | 214,70                                                | 930,00   | 229,70     | 995,00   |
| an ultra heavy motor vehicle .....                                     | 234,90                                    | 1 018,00 | 253,70                                                | 1 099,00 | 271,50     | 1 176,00 | 211,90                                    | 918,00   | 228,90                                                | 992,00   | 244,90     | 1 061,00 |
| Driver salesman of —                                                   |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| a light motor vehicle .....                                            | 169,50                                    | 734,00   | 183,10                                                | 793,00   | 195,90     | 849,00   | 156,70                                    | 679,00   | 169,20                                                | 733,00   | 181,00     | 784,00   |
| a medium motor vehicle (articulated) .....                             | 207,90                                    | 901,00   | 224,50                                                | 973,00   | 240,20     | 1 041,00 | 189,70                                    | 822,00   | 204,90                                                | 888,00   | 219,20     | 950,00   |
| a medium motor vehicle (rigid) .....                                   | 201,50                                    | 873,00   | 217,60                                                | 943,00   | 232,80     | 1 009,00 | 184,00                                    | 797,00   | 198,70                                                | 861,00   | 212,60     | 921,00   |
| a heavy motor vehicle (articulated) .....                              | 229,80                                    | 996,00   | 248,20                                                | 1 075,00 | 265,60     | 1 151,00 | 209,20                                    | 906,00   | 225,90                                                | 979,00   | 241,70     | 1 047,00 |
| a heavy motor vehicle (rigid) .....                                    | 222,40                                    | 964,00   | 240,20                                                | 1 041,00 | 257,00     | 1 114,00 | 202,50                                    | 877,00   | 218,70                                                | 948,00   | 234,00     | 1 014,00 |
| an extra heavy motor vehicle (articulated) .....                       | 254,70                                    | 1 104,00 | 275,10                                                | 1 192,00 | 294,40     | 1 276,00 | 231,10                                    | 1 001,00 | 249,60                                                | 1 082,00 | 267,10     | 1 157,00 |
| an extra heavy motor vehicle (rigid) .....                             | 246,00                                    | 1 066,00 | 265,70                                                | 1 151,00 | 284,30     | 1 232,00 | 223,40                                    | 968,00   | 241,30                                                | 1 046,00 | 258,20     | 1 119,00 |
| an ultra heavy motor vehicle .....                                     | 263,80                                    | 1 143,00 | 284,90                                                | 1 234,00 | 304,80     | 1 321,00 | 239,20                                    | 1 036,00 | 258,30                                                | 1 119,00 | 276,40     | 1 198,00 |
| General assistant —                                                    |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first six months of employment with the same employer ..... | 112,00                                    | 485,00   | 122,10                                                | 529,00   | 131,90     | 572,00   | 99,50                                     | 431,00   | 108,50                                                | 470,00   | 117,20     | 508,00   |
| thereafter .....                                                       | 124,40                                    | 539,00   | 135,60                                                | 588,00   | 146,40     | 634,00   | 110,60                                    | 479,00   | 120,60                                                | 523,00   | 130,20     | 564,00   |
| Handyman .....                                                         | 184,60                                    | 800,00   | 199,40                                                | 864,00   | 213,40     | 925,00   | 175,20                                    | 759,00   | 189,20                                                | 820,00   | 202,40     | 877,00   |
| Lift attendant —                                                       |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                              | 137,00                                    | 594,00   | 149,30                                                | 647,00   | 161,20     | 698,00   | 127,10                                    | 551,00   | 138,50                                                | 600,00   | 149,60     | 648,00   |
| thereafter as qualified .....                                          | 158,70                                    | 688,00   | 173,00                                                | 750,00   | 186,80     | 809,00   | 150,20                                    | 651,00   | 163,70                                                | 709,00   | 176,80     | 766,00   |

|                                                                                                 | Streek D                                          |          |                                                            |          |        |          | Streek E                                          |          |                                                            |          |        |          |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|
|                                                                                                 | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          |
|                                                                                                 | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   |
|                                                                                                 |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| Aankoper .....                                                                                  | Soos vir 'n handelsreisiger                       |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| Algemene assistent —<br>gedurende die eerste ses maande diens by dieselfde<br>werkgever .....   | 112,00                                            | 485,00   | 112,10                                                     | 529,00   | 131,90 | 572,00   | 99,50                                             | 431,00   | 108,50                                                     | 470,00   | 117,20 | 508,00   |
| daarna .....                                                                                    | 124,40                                            | 539,00   | 135,60                                                     | 588,00   | 146,40 | 634,00   | 110,60                                            | 479,00   | 120,60                                                     | 523,00   | 130,20 | 564,00   |
| Bediener van 'n mobiele hysmasjien .....                                                        | 137,00                                            | 594,00   | 149,30                                                     | 647,00   | 161,20 | 698,00   | 121,10                                            | 525,00   | 132,00                                                     | 572,00   | 142,60 | 618,00   |
| Bestuurder .....                                                                                | 316,40                                            | 1 371,00 | 341,70                                                     | 1 481,00 | 365,60 | 1 584,00 | 303,20                                            | 1 314,00 | 327,50                                                     | 1 419,00 | 350,40 | 1 518,00 |
| Buiteverkoopassistent .....                                                                     | Soos vir 'n uitstaller                            |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| Chauffeur .....                                                                                 | 146,90                                            | 637,00   | 158,70                                                     | 688,00   | 169,80 | 736,00   | 135,10                                            | 585,00   | 145,90                                                     | 632,00   | 156,10 | 676,00   |
| Demonstrateur .....                                                                             | Soos vir 'n klerk                                 |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| Demonstrateur-verkoopman —<br>gedurende die eerste jaar ondervinding .....                      | 176,20                                            | 763,00   | 190,30                                                     | 825,00   | 203,60 | 882,00   | 169,50                                            | 734,00   | 183,10                                                     | 793,00   | 195,90 | 849,00   |
| gedurende die tweede jaar ondervinding .....                                                    | 193,60                                            | 839,00   | 209,10                                                     | 906,00   | 223,70 | 969,00   | 186,10                                            | 806,00   | 201,00                                                     | 871,00   | 215,10 | 932,00   |
| gedurende die derde jaar ondervinding .....                                                     | 211,10                                            | 915,00   | 228,00                                                     | 988,00   | 244,00 | 1 057,00 | 202,70                                            | 878,00   | 218,90                                                     | 948,00   | 234,20 | 1 015,00 |
| gedurende die vierde jaar ondervinding .....                                                    | 228,50                                            | 990,00   | 246,80                                                     | 1 069,00 | 264,10 | 1 144,00 | 219,30                                            | 950,00   | 236,80                                                     | 1 026,00 | 253,40 | 1 098,00 |
| daarna as gekwalifiseerd .....                                                                  | 246,00                                            | 1 066,00 | 265,70                                                     | 1 151,00 | 284,30 | 1 232,00 | 235,80                                            | 1 022,00 | 254,70                                                     | 1 104,00 | 272,50 | 1 181,00 |
| Drywer van 'n —<br>ligte motorvoertuig .....                                                    | 146,90                                            | 637,00   | 158,70                                                     | 688,00   | 169,80 | 736,00   | 135,10                                            | 585,00   | 145,90                                                     | 632,00   | 156,10 | 676,00   |
| medium motorvoertuig (gelede) .....                                                             | 186,00                                            | 806,00   | 200,90                                                     | 870,00   | 215,00 | 932,00   | 169,80                                            | 736,00   | 183,40                                                     | 795,00   | 196,20 | 850,00   |
| medium motorvoertuig (nie-gelede) .....                                                         | 180,60                                            | 783,00   | 195,00                                                     | 845,00   | 208,70 | 904,00   | 165,10                                            | 715,00   | 178,30                                                     | 773,00   | 190,80 | 827,00   |
| swaar motorvoertuig (gelede) .....                                                              | 203,20                                            | 880,00   | 219,50                                                     | 951,00   | 234,90 | 1 018,00 | 185,60                                            | 804,00   | 200,40                                                     | 868,00   | 214,40 | 929,00   |
| swaar motorvoertuig (nie-gelede) .....                                                          | 197,10                                            | 854,00   | 212,90                                                     | 922,00   | 227,80 | 987,00   | 180,30                                            | 781,00   | 194,70                                                     | 844,00   | 208,30 | 903,00   |
| ekstra swaar motorvoertuig (gelede) .....                                                       | 225,70                                            | 978,00   | 243,80                                                     | 1 056,00 | 260,90 | 1 130,00 | 205,20                                            | 889,00   | 221,60                                                     | 960,00   | 237,10 | 1 027,00 |
| ekstra swaar motorvoertuig (nie-gelede) .....                                                   | 218,30                                            | 946,00   | 235,80                                                     | 1 022,00 | 252,30 | 1 093,00 | 198,80                                            | 861,00   | 214,70                                                     | 930,00   | 229,70 | 995,00   |
| ultra swaar motorvoertuig .....                                                                 | 234,90                                            | 1 018,00 | 253,70                                                     | 1 099,00 | 271,50 | 1 176,00 | 211,90                                            | 918,00   | 228,90                                                     | 992,00   | 244,90 | 1 061,00 |
| Drywer-verkoopman van 'n —<br>ligte motorvoertuig .....                                         | 169,50                                            | 734,00   | 183,10                                                     | 793,00   | 195,90 | 849,00   | 156,70                                            | 679,00   | 169,20                                                     | 733,00   | 181,00 | 784,00   |
| medium motorvoertuig (gelede) .....                                                             | 207,90                                            | 901,00   | 224,50                                                     | 973,00   | 240,20 | 1 041,00 | 189,70                                            | 822,00   | 204,90                                                     | 888,00   | 219,20 | 950,00   |
| medium motorvoertuig (nie-gelede) .....                                                         | 201,50                                            | 873,00   | 217,60                                                     | 943,00   | 232,80 | 1 009,00 | 184,00                                            | 797,00   | 198,70                                                     | 861,00   | 212,60 | 921,00   |
| swaar motorvoertuig (gelede) .....                                                              | 229,80                                            | 996,00   | 248,20                                                     | 1 075,00 | 265,60 | 1 151,00 | 209,20                                            | 906,00   | 225,90                                                     | 979,00   | 241,70 | 1 047,00 |
| swaar motorvoertuig (nie-gelede) .....                                                          | 222,40                                            | 964,00   | 240,20                                                     | 1 041,00 | 257,00 | 1 114,00 | 202,50                                            | 877,00   | 218,70                                                     | 948,00   | 234,00 | 1 014,00 |
| ekstra swaar motorvoertuig (gelede) .....                                                       | 254,70                                            | 1 104,00 | 275,10                                                     | 1 192,00 | 294,40 | 1 276,00 | 231,10                                            | 1 001,00 | 249,60                                                     | 1 082,00 | 267,10 | 1 157,00 |
| ekstra swaar motorvoertuig (nie-gelede) .....                                                   | 246,00                                            | 1 066,00 | 265,70                                                     | 1 151,00 | 284,30 | 1 232,00 | 223,40                                            | 968,00   | 241,30                                                     | 1 046,00 | 258,20 | 1 119,00 |
| ultra swaar motorvoertuig .....                                                                 | 263,80                                            | 1 143,00 | 284,90                                                     | 1 234,00 | 304,80 | 1 321,00 | 239,20                                            | 1 036,00 | 258,30                                                     | 1 119,00 | 276,40 | 1 198,00 |
| Faktotum .....                                                                                  | 184,60                                            | 800,00   | 199,40                                                     | 864,00   | 213,40 | 925,00   | 175,20                                            | 759,00   | 189,20                                                     | 820,00   | 202,40 | 877,00   |
| Handelsreisiger —<br>gedurende die eerste jaar ondervinding .....                               | 225,10                                            | 975,00   | 243,10                                                     | 1 053,00 | 260,10 | 1 127,00 | 216,00                                            | 936,00   | 233,30                                                     | 1 011,00 | 249,60 | 1 082,00 |
| gedurende die tweede jaar ondervinding .....                                                    | 243,00                                            | 1 053,00 | 262,40                                                     | 1 137,00 | 280,80 | 1 217,00 | 233,40                                            | 1 011,00 | 252,10                                                     | 1 092,00 | 269,70 | 1 169,00 |
| gedurende die derde jaar ondervinding .....                                                     | 261,00                                            | 1 131,00 | 281,90                                                     | 1 221,00 | 301,60 | 1 307,00 | 250,80                                            | 1 087,00 | 270,90                                                     | 1 174,00 | 289,90 | 1 256,00 |
| daarna as gekwalifiseerd .....                                                                  | 279,00                                            | 1 209,00 | 301,30                                                     | 1 306,00 | 322,40 | 1 397,00 | 268,20                                            | 1 162,00 | 289,70                                                     | 1 255,00 | 310,00 | 1 343,00 |
| Handelsreisiger se assistent .....                                                              | 146,90                                            | 637,00   | 158,70                                                     | 688,00   | 169,80 | 736,00   | 135,10                                            | 585,00   | 145,90                                                     | 632,00   | 156,10 | 676,00   |
| Hyserbediener —<br>gedurende die eerste jaar ondervinding .....                                 | 137,00                                            | 594,00   | 149,30                                                     | 647,00   | 161,20 | 698,00   | 127,10                                            | 551,00   | 138,50                                                     | 600,00   | 149,60 | 648,00   |
| daarna as gekwalifiseerd .....                                                                  | 158,70                                            | 688,00   | 173,00                                                     | 750,00   | 186,80 | 809,00   | 150,20                                            | 651,00   | 163,70                                                     | 709,00   | 176,80 | 766,00   |
| Kantoorassistent .....                                                                          | Soos vir 'n klerk                                 |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| Klerk —<br>gedurende die eerste jaar ondervinding .....                                         | 165,10                                            | 715,00   | 178,30                                                     | 773,00   | 190,80 | 827,00   | 158,00                                            | 685,00   | 170,60                                                     | 739,00   | 182,50 | 791,00   |
| gedurende die tweede jaar ondervinding .....                                                    | 181,40                                            | 786,00   | 195,90                                                     | 849,00   | 209,60 | 908,00   | 173,20                                            | 750,00   | 187,10                                                     | 811,00   | 200,20 | 867,00   |
| gedurende die derde jaar ondervinding .....                                                     | 197,60                                            | 856,00   | 213,40                                                     | 925,00   | 228,30 | 989,00   | 188,40                                            | 816,00   | 203,50                                                     | 882,00   | 217,70 | 943,00   |
| gedurende die vierde jaar ondervinding .....                                                    | 213,90                                            | 927,00   | 231,00                                                     | 1 001,00 | 247,20 | 1 071,00 | 203,50                                            | 882,00   | 219,80                                                     | 952,00   | 235,20 | 1 019,00 |
| daarna as gekwalifiseerd .....                                                                  | 230,10                                            | 997,00   | 248,50                                                     | 1 077,00 | 265,90 | 1 152,00 | 218,70                                            | 948,00   | 236,20                                                     | 1 023,00 | 252,70 | 1 095,00 |
| Klerklike assistent .....                                                                       | 165,10                                            | 715,00   | 178,30                                                     | 773,00   | 190,80 | 827,00   | 158,00                                            | 685,00   | 170,60                                                     | 739,00   | 182,50 | 791,00   |
| Leerlingbestuurder .....                                                                        | 264,80                                            | 1 147,00 | 286,00                                                     | 1 239,00 | 306,00 | 1 326,00 | 254,40                                            | 1 102,00 | 274,80                                                     | 1 191,00 | 294,00 | 1 274,00 |
| Magasynman .....                                                                                | 243,30                                            | 1 054,00 | 262,80                                                     | 1 139,00 | 281,20 | 1 218,00 | 230,80                                            | 1 000,00 | 249,30                                                     | 1 080,00 | 266,80 | 1 156,00 |
| Monteur .....                                                                                   | 137,00                                            | 594,00   | 149,30                                                     | 647,00   | 161,20 | 698,00   | 121,10                                            | 525,00   | 132,00                                                     | 572,00   | 142,60 | 618,00   |
| Pakhuisassistent .....                                                                          | 147,50                                            | 639,00   | 160,80                                                     | 697,00   | 173,70 | 753,00   | 143,50                                            | 622,00   | 156,40                                                     | 678,00   | 168,90 | 732,00   |
| Rekenaaroperateur —<br>gedurende die eerste jaar ondervinding .....                             | 172,50                                            | 747,00   | 186,30                                                     | 807,00   | 199,30 | 864,00   | 156,30                                            | 677,00   | 168,80                                                     | 731,00   | 180,60 | 783,00   |
| daarna as gekwalifiseerd .....                                                                  | 237,50                                            | 1 029,00 | 256,50                                                     | 1 111,00 | 274,50 | 1 189,00 | 213,90                                            | 927,00   | 231,00                                                     | 1 001,00 | 247,20 | 1 071,00 |
| Sekuriteitsbeampte. Graad A<br>indien die gewone werkure nie 48 in 'n week<br>oorskry nie ..... | 150,60                                            | 653,00   | 162,60                                                     | 705,00   | 174,00 | 754,00   | 138,50                                            | 600,00   | 149,60                                                     | 648,00   | 160,10 | 694,00   |
| indien die gewone werkure 48 in 'n week oorskry .....                                           | 188,30                                            | 816,00   | 203,40                                                     | 881,00   | 217,60 | 943,00   | 173,10                                            | 750,00   | 186,90                                                     | 810,00   | 200,00 | 867,00   |

|                                                                       | Region D                                  |          |                                                       |          |            |          | Region E                                  |          |                                                       |          |            |          |
|-----------------------------------------------------------------------|-------------------------------------------|----------|-------------------------------------------------------|----------|------------|----------|-------------------------------------------|----------|-------------------------------------------------------|----------|------------|----------|
|                                                                       | During the period ending 30 November 1995 |          | During the period 1 December 1995 to 30 November 1996 |          | Thereafter |          | During the period ending 30 November 1995 |          | During the period 1 December 1995 to 30 November 1996 |          | Thereafter |          |
|                                                                       | R p.w.                                    | R p.m.   | R p.w.                                                | R p.m.   | R p.w.     | R p.m.   | R p.w.                                    | R p.m.   | R p.w.                                                | R p.m.   | R p.w.     | R p.m.   |
|                                                                       |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| Manager .....                                                         | 316,40                                    | 1 371,00 | 341,70                                                | 1 481,00 | 365,60     | 1 584,00 | 303,20                                    | 1 314,00 | 327,50                                                | 1 419,00 | 350,40     | 1 518,00 |
| Mobile hoist operator .....                                           | 137,00                                    | 594,00   | 149,30                                                | 647,00   | 161,20     | 698,00   | 121,10                                    | 525,00   | 132,00                                                | 572,00   | 142,60     | 618,00   |
| Office cashier .....                                                  | As for a clerk                            |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| Outside sales assistant .....                                         | As for a dispenser                        |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| Sales assistant operating a till —                                    |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                             | 181,40                                    | 786,00   | 195,90                                                | 849,00   | 209,60     | 908,00   | 173,20                                    | 750,00   | 187,10                                                | 811,00   | 200,20     | 867,00   |
| during the second year of experience .....                            | 197,60                                    | 856,00   | 213,40                                                | 925,00   | 228,30     | 989,00   | 188,40                                    | 816,00   | 203,50                                                | 882,00   | 217,70     | 943,00   |
| during the third year of experience .....                             | 213,90                                    | 927,00   | 231,00                                                | 1 001,00 | 247,20     | 1 071,00 | 203,50                                    | 882,00   | 219,80                                                | 952,00   | 235,20     | 1 019,00 |
| thereafter as qualified .....                                         | 230,10                                    | 997,00   | 248,50                                                | 1 077,00 | 265,90     | 1 152,00 | 218,70                                    | 948,00   | 236,20                                                | 1 023,00 | 252,70     | 1 095,00 |
| Sales assistant who does not operate a till —                         |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                             | 165,10                                    | 715,00   | 178,30                                                | 773,00   | 190,80     | 827,00   | 158,00                                    | 685,00   | 170,60                                                | 739,00   | 182,50     | 791,00   |
| during the second year of experience .....                            | 181,40                                    | 786,00   | 195,90                                                | 849,00   | 209,60     | 908,00   | 173,20                                    | 750,00   | 187,10                                                | 811,00   | 200,20     | 867,00   |
| during the third year of experience .....                             | 197,60                                    | 856,00   | 213,40                                                | 925,00   | 228,30     | 989,00   | 188,40                                    | 816,00   | 203,50                                                | 882,00   | 217,70     | 943,00   |
| during the fourth year of experience .....                            | 213,90                                    | 927,00   | 231,00                                                | 1 001,00 | 247,20     | 1 071,00 | 203,50                                    | 882,00   | 219,80                                                | 952,00   | 235,20     | 1 019,00 |
| thereafter as qualified .....                                         | 230,10                                    | 997,00   | 248,50                                                | 1 077,00 | 265,90     | 1 152,00 | 218,70                                    | 948,00   | 236,20                                                | 1 023,00 | 252,70     | 1 095,00 |
| Security officer, Grade A                                             |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| if ordinary hours of work do not exceed 48 in a week .....            | 150,60                                    | 653,00   | 162,60                                                | 705,00   | 174,00     | 754,00   | 138,50                                    | 600,00   | 149,60                                                | 648,00   | 160,10     | 694,00   |
| if ordinary hours of work exceed 48 in a week .....                   | 188,30                                    | 816,00   | 203,40                                                | 881,00   | 217,60     | 943,00   | 173,10                                    | 750,00   | 186,90                                                | 810,00   | 200,00     | 867,00   |
| Security officer, Grade B                                             |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| if ordinary hours of work do not exceed 48 in a week .....            | 137,00                                    | 594,00   | 149,30                                                | 647,00   | 161,20     | 698,00   | 121,10                                    | 525,00   | 132,00                                                | 572,00   | 142,60     | 618,00   |
| if ordinary hours of work exceed 48 in a week .....                   | 171,30                                    | 742,00   | 186,70                                                | 809,00   | 201,60     | 874,00   | 151,40                                    | 656,00   | 165,00                                                | 715,00   | 178,20     | 772,00   |
| Senior sales assistant .....                                          | 236,90                                    | 1 026,00 | 255,90                                                | 1 109,00 | 273,80     | 1 186,00 | 228,40                                    | 990,00   | 246,70                                                | 1 069,00 | 264,00     | 1 144,00 |
| Service supply salesman —                                             |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                             | 200,80                                    | 870,00   | 216,90                                                | 940,00   | 232,10     | 1 006,00 | 191,70                                    | 831,00   | 207,00                                                | 897,00   | 221,50     | 960,00   |
| during the second year of experience .....                            | 218,70                                    | 948,00   | 236,20                                                | 1 023,00 | 252,70     | 1 095,00 | 209,10                                    | 906,00   | 225,80                                                | 978,00   | 241,60     | 1 047,00 |
| during the third year of experience .....                             | 236,50                                    | 1 025,00 | 255,40                                                | 1 107,00 | 273,30     | 1 184,00 | 226,50                                    | 981,00   | 244,60                                                | 1 060,00 | 261,70     | 1 134,00 |
| thereafter as qualified .....                                         | 254,40                                    | 1 102,00 | 274,80                                                | 1 191,00 | 294,00     | 1 274,00 | 243,90                                    | 1 057,00 | 263,40                                                | 1 141,00 | 281,80     | 1 221,00 |
| Shop assistant operating a till —                                     |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                             | 162,70                                    | 705,00   | 175,70                                                | 761,00   | 188,00     | 815,00   | 156,00                                    | 676,00   | 168,50                                                | 730,00   | 180,30     | 781,00   |
| thereafter as qualified .....                                         | 168,80                                    | 731,00   | 182,30                                                | 790,00   | 195,10     | 845,00   | 160,70                                    | 696,00   | 173,60                                                | 752,00   | 185,80     | 805,00   |
| Shop assistant who does not operate a till —                          |                                           |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| during the first year of experience .....                             | 147,50                                    | 639,00   | 160,80                                                | 697,00   | 173,70     | 753,00   | 143,50                                    | 622,00   | 156,40                                                | 678,00   | 168,90     | 732,00   |
| during the second year of experience .....                            | 153,50                                    | 665,00   | 167,30                                                | 725,00   | 180,70     | 783,00   | 148,20                                    | 642,00   | 161,50                                                | 700,00   | 174,40     | 756,00   |
| during the third year of experience .....                             | 159,40                                    | 691,00   | 173,70                                                | 753,00   | 187,60     | 813,00   | 152,80                                    | 662,00   | 166,60                                                | 722,00   | 179,90     | 780,00   |
| thereafter as qualified .....                                         | 165,30                                    | 716,00   | 180,20                                                | 781,00   | 194,60     | 843,00   | 157,40                                    | 682,00   | 171,60                                                | 744,00   | 185,30     | 803,00   |
| Store assistant .....                                                 | 147,50                                    | 639,00   | 160,80                                                | 697,00   | 173,70     | 753,00   | 143,50                                    | 622,00   | 156,40                                                | 678,00   | 168,90     | 732,00   |
| Store detective .....                                                 | As for a clerk                            |          |                                                       |          |            |          |                                           |          |                                                       |          |            |          |
| Storeman .....                                                        | 243,30                                    | 1 054,00 | 262,80                                                | 1 139,00 | 281,20     | 1 218,00 | 230,80                                    | 1 000,00 | 249,30                                                | 1 080,00 | 266,80     | 1 156,00 |
| Supervisor .....                                                      | 246,00                                    | 1 066,00 | 265,70                                                | 1 151,00 | 284,30     | 1 232,00 | 235,80                                    | 1 022,00 | 254,70                                                | 1 104,00 | 272,50     | 1 181,00 |
| Trainee manager .....                                                 | 264,80                                    | 1 147,00 | 286,00                                                | 1 239,00 | 306,00     | 1 326,00 | 254,40                                    | 1 102,00 | 274,80                                                | 1 191,00 | 294,00     | 1 274,00 |
| Employee not elsewhere specifically mentioned in this paragraph ..... | 137,00                                    | 594,00   | 149,30                                                | 647,00   | 161,20     | 698,00   | 121,10                                    | 525,00   | 132,00                                                | 572,00   | 142,60     | 618,00   |

|                                                                       | Streek D                                          |          |                                                            |          |        |          | Streek E                                          |          |                                                            |          |        |          |
|-----------------------------------------------------------------------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|---------------------------------------------------|----------|------------------------------------------------------------|----------|--------|----------|
|                                                                       | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          | Gedurende die tydperk eindigende 30 November 1995 |          | Gedurende die tydperk 1 Desember 1995 tot 30 November 1996 |          | Daarna |          |
|                                                                       | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   | R p.w.                                            | R p.m.   | R p.w.                                                     | R p.m.   | R p.w. | R p.m.   |
|                                                                       |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| Sekuriteitsbeampte, Graad B                                           |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| indien die gewone werkure nie 48 in 'n week oorskry nie.....          | 137,00                                            | 594,00   | 149,30                                                     | 647,00   | 161,20 | 698,00   | 121,10                                            | 525,00   | 132,00                                                     | 572,00   | 142,60 | 618,00   |
| indien die gewone werkure 48 in 'n week oorskry.....                  | 171,30                                            | 742,00   | 186,70                                                     | 809,00   | 201,60 | 874,00   | 151,40                                            | 656,00   | 165,00                                                     | 715,00   | 178,20 | 772,00   |
| Senior verkoopassistent .....                                         | 236,90                                            | 1 026,00 | 255,90                                                     | 1 109,00 | 273,80 | 1 186,00 | 228,40                                            | 990,00   | 246,70                                                     | 1 069,00 | 264,00 | 1 144,00 |
| Toesighouer .....                                                     | 246,00                                            | 1 066,00 | 265,70                                                     | 1 151,00 | 284,30 | 1 232,00 | 235,80                                            | 1 022,00 | 254,70                                                     | 1 104,00 | 272,50 | 1 181,00 |
| Uitstaller —                                                          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding .....                          | 170,80                                            | 740,00   | 184,50                                                     | 799,00   | 197,40 | 855,00   | 164,10                                            | 711,00   | 177,20                                                     | 768,00   | 189,60 | 822,00   |
| gedurende die tweede jaar ondervinding .....                          | 187,30                                            | 812,00   | 202,30                                                     | 877,00   | 216,50 | 938,00   | 180,20                                            | 781,00   | 194,60                                                     | 843,00   | 208,20 | 902,00   |
| gedurende die derde jaar ondervinding .....                           | 203,80                                            | 883,00   | 220,10                                                     | 954,00   | 235,50 | 1 020,00 | 196,30                                            | 851,00   | 212,00                                                     | 919,00   | 226,80 | 983,00   |
| gedurende die vierde jaar ondervinding .....                          | 220,40                                            | 955,00   | 238,00                                                     | 1 031,00 | 254,70 | 1 104,00 | 212,30                                            | 920,00   | 229,30                                                     | 994,00   | 245,40 | 1 063,00 |
| daarna as gekwalifiseerd .....                                        | 236,90                                            | 1 026,00 | 255,90                                                     | 1 109,00 | 273,80 | 1 186,00 | 228,40                                            | 990,00   | 246,70                                                     | 1 069,00 | 264,00 | 1 144,00 |
| Uitstaller se assistent .....                                         | 165,10                                            | 715,00   | 178,30                                                     | 773,00   | 190,80 | 827,00   | 158,00                                            | 685,00   | 170,60                                                     | 739,00   | 182,50 | 791,00   |
| Verkoopassistent wat 'n kontantkas bedien —                           |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding .....                          | 181,40                                            | 786,00   | 195,90                                                     | 849,00   | 209,60 | 908,00   | 173,20                                            | 750,00   | 187,10                                                     | 811,00   | 200,20 | 867,00   |
| gedurende die tweede jaar ondervinding .....                          | 197,60                                            | 856,00   | 213,40                                                     | 925,00   | 228,30 | 989,00   | 188,40                                            | 816,00   | 203,50                                                     | 882,00   | 217,70 | 943,00   |
| gedurende die derde jaar ondervinding .....                           | 213,90                                            | 927,00   | 231,00                                                     | 1 001,00 | 247,20 | 1 071,00 | 203,50                                            | 882,00   | 219,80                                                     | 952,00   | 235,20 | 1 019,00 |
| daarna as gekwalifiseerd .....                                        | 230,10                                            | 997,00   | 248,50                                                     | 1 077,00 | 265,90 | 1 152,00 | 218,70                                            | 948,00   | 236,20                                                     | 1 023,00 | 252,70 | 1 095,00 |
| Verkoopassistent wat nie 'n kontantkas bedien nie —                   |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding .....                          | 165,10                                            | 715,00   | 178,30                                                     | 773,00   | 190,80 | 827,00   | 158,00                                            | 685,00   | 170,60                                                     | 739,00   | 182,50 | 791,00   |
| gedurende die tweede jaar ondervinding .....                          | 181,40                                            | 786,00   | 195,90                                                     | 849,00   | 209,60 | 908,00   | 173,20                                            | 750,00   | 187,10                                                     | 811,00   | 200,20 | 867,00   |
| gedurende die derde jaar ondervinding .....                           | 197,60                                            | 856,00   | 213,40                                                     | 925,00   | 228,30 | 989,00   | 188,40                                            | 816,00   | 203,50                                                     | 882,00   | 217,70 | 943,00   |
| gedurende die vierde jaar ondervinding .....                          | 213,90                                            | 927,00   | 231,00                                                     | 1 001,00 | 247,20 | 1 071,00 | 203,50                                            | 882,00   | 219,80                                                     | 952,00   | 235,20 | 1 019,00 |
| daarna as gekwalifiseerd .....                                        | 230,10                                            | 997,00   | 248,50                                                     | 1 077,00 | 265,90 | 1 152,00 | 218,70                                            | 948,00   | 236,20                                                     | 1 023,00 | 252,70 | 1 095,00 |
| Versendingsklerk .....                                                | Soos vir 'n klerk                                 |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| Versorger-bestellingsnemer —                                          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding .....                          | 200,80                                            | 870,00   | 216,90                                                     | 940,00   | 232,10 | 1 006,00 | 191,70                                            | 831,00   | 207,00                                                     | 897,00   | 221,50 | 960,00   |
| gedurende die tweede jaar ondervinding .....                          | 218,70                                            | 948,00   | 236,20                                                     | 1 023,00 | 252,70 | 1 095,00 | 209,10                                            | 906,00   | 225,80                                                     | 978,00   | 241,60 | 1 047,00 |
| gedurende die derde jaar ondervinding .....                           | 236,50                                            | 1 025,00 | 255,40                                                     | 1 107,00 | 273,30 | 1 184,00 | 226,50                                            | 981,00   | 244,60                                                     | 1 060,00 | 261,70 | 1 134,00 |
| daarna as gekwalifiseerd .....                                        | 254,40                                            | 1 102,00 | 274,80                                                     | 1 191,00 | 294,00 | 1 274,00 | 243,90                                            | 1 057,00 | 263,40                                                     | 1 141,00 | 281,80 | 1 221,00 |
| Versteller —                                                          |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding .....                          | 147,50                                            | 639,00   | 160,80                                                     | 697,00   | 173,70 | 753,00   | 143,50                                            | 622,00   | 156,40                                                     | 678,00   | 168,90 | 732,00   |
| gedurende die tweede jaar ondervinding .....                          | 153,50                                            | 665,00   | 167,30                                                     | 725,00   | 180,70 | 783,00   | 148,20                                            | 642,00   | 161,50                                                     | 700,00   | 174,40 | 756,00   |
| gedurende die derde jaar ondervinding .....                           | 159,40                                            | 691,00   | 173,70                                                     | 753,00   | 187,60 | 813,00   | 152,80                                            | 662,00   | 166,60                                                     | 722,00   | 179,90 | 780,00   |
| daarna as gekwalifiseerd .....                                        | 165,30                                            | 716,00   | 180,20                                                     | 781,00   | 194,60 | 843,00   | 157,40                                            | 682,00   | 171,60                                                     | 744,00   | 185,30 | 803,00   |
| Winkelassistent wat 'n kontantkas bedien —                            |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding .....                          | 162,70                                            | 705,00   | 175,70                                                     | 761,00   | 188,00 | 815,00   | 156,00                                            | 676,00   | 168,50                                                     | 730,00   | 180,30 | 781,00   |
| daarna as gekwalifiseerd .....                                        | 168,80                                            | 731,00   | 182,30                                                     | 790,00   | 195,10 | 845,00   | 160,70                                            | 696,00   | 173,60                                                     | 752,00   | 185,80 | 805,00   |
| Winkelassistent wat nie 'n kontantkas bedien nie —                    |                                                   |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| gedurende die eerste jaar ondervinding .....                          | 147,50                                            | 639,00   | 160,80                                                     | 697,00   | 173,70 | 753,00   | 143,50                                            | 622,00   | 156,40                                                     | 678,00   | 168,90 | 732,00   |
| gedurende die tweede jaar ondervinding .....                          | 153,50                                            | 665,00   | 167,30                                                     | 725,00   | 180,70 | 783,00   | 148,20                                            | 642,00   | 161,50                                                     | 700,00   | 174,40 | 756,00   |
| gedurende die derde jaar ondervinding .....                           | 159,40                                            | 691,00   | 173,70                                                     | 753,00   | 187,60 | 813,00   | 152,80                                            | 662,00   | 166,60                                                     | 722,00   | 179,90 | 780,00   |
| daarna as gekwalifiseerd .....                                        | 165,30                                            | 716,00   | 180,20                                                     | 781,00   | 194,60 | 843,00   | 157,40                                            | 682,00   | 171,60                                                     | 744,00   | 185,30 | 803,00   |
| Winkelspeurder .....                                                  | Soos vir 'n klerk                                 |          |                                                            |          |        |          |                                                   |          |                                                            |          |        |          |
| Werknemer nie elders in hierdie paragraaf uitdruklik vermeld nie..... | 137,00                                            | 594,00   | 149,30                                                     | 647,00   | 161,20 | 698,00   | 121,10                                            | 525,00   | 132,00                                                     | 572,00   | 142,60 | 618,00   |



- (c) **Casual employees:** Subject to the proviso to paragraph (a), an employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him or her on any day other than a paid holiday or a Sunday, not less than the hourly wage prescribed in paragraph (b), read with subclause (4), for an ordinary employee who in the same area performs the same class of work as the casual employee is required to, or not less than the hourly wage or hourly equivalent of the wage actually being paid to the ordinary employee, whichever is the greater amount, plus 33 $\frac{1}{3}$  percent: Provided that—
- (i) for the purposes of this paragraph the expression “*the ordinary employee*” means the employee who performs the particular class of work in the employer’s full-time employ and who is being paid the lowest wage for that class of work;
  - (ii) where the employer requires the casual employee—
    - (aa) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression “*hourly wage*” shall mean the hourly wage prescribed for a qualified employee of that class;
    - (ab) to work for a period of less than four hours on any day, the employee shall be deemed to have worked for four hours.
- (d) **Part-time employees:** Subject to the proviso to paragraph (a), a part-time employee shall be paid not less than two-thirds of the weekly wage prescribed for an employee in the same area of the same class and with the same experience, having due regard to the definition “*experience*”.
- (2) **Basis of contract:** For the purposes of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 4(6), he or she shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), as read with the definition of “*wage*” in clause 2 and with subclause (3), for an employee of his or her class in the area in which he or she works, whether he or she has in that week worked the minimum number of ordinary hours of work applicable to him or her, or less.
- (3) **Differential wage:** (a) An employer who requires or permits a general assistant to perform for any period during a meal interval prescribed in clause 5(2), either in addition to his her own work or in substitution therefor, the work of a shop assistant, shall, in respect of that day, pay such general assistant not less than the daily wage prescribed for a shop assistant, calculated on the notch on the rising scale of wages immediately above the wage which such general assistant was receiving for his or her ordinary work.
- (b) Subject to paragraph (a), an employer who requires or permits a member of one class of his or her employees to perform for longer than one hour in the aggregate on any day, either in addition to his or her own work or in substitution therefor, work of another class for which—
- (i) a wage higher than that of his or her own class is prescribed in subclause (1), shall pay to such employee in respect of that day, not less than the daily wage calculated at the higher rate; or
  - (ii) a rising scale of wages terminating in a wage higher than that of his or her own class is prescribed in subclause (1), shall pay to such employee in respect of that day not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his or her ordinary work:
- Provided that—
- (i) this paragraph shall not apply where the difference between classes in terms of subclause (1) is based on experience;
  - (ii) this paragraph shall not apply to a sales assistant who does the work of a displayer;
  - (iii) if a part-time employee is required so to do the work of such other class, he or she shall be entitled to not less than two-thirds of the remuneration of a full-time employee of such other class;
  - (iv) unless expressly otherwise provided in a written contract between an employer and an employee, nothing in this determination shall be so construed as to preclude an employer from requiring the employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.
- (4) **Calculation of wages:** The hourly wage, daily wage, weekly wage and monthly wage of an employee shall be calculated as indicated in the definitions of these expressions in clause 2.

(c) **Los werknemers:** Behoudens die voorbehoudsbepaling by paragraaf (a), moet 'n werkgever 'n los werknemer ten opsigte van elke uur of gedeelte van 'n uur (uitgesonderd oortyd) wat hy of sy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon by paragraaf (b), gelees met subklousule (4), voorgeskryf vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word, of minstens die uurloon of uurlikse ekwivalent van die loon wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is, plus  $33\frac{1}{3}$  persent betaal: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking “die gewone werknemer” die werknemer beteken wat die betrokke klas werk in die werkgever se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

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

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

(ab) om vir 'n tydperk van minder as vier uur op enige dag te werk, die werknemer geag word vier uur lank te gewerk het.

(d) **Deeltydse werknemers:** Behoudens die voorbehoudsbepaling by paragraaf (a), moet 'n deeltydse werknemer minstens twee derdes van die weekloon voorgeskryf vir 'n werknemer in dieselfde gebied, van dieselfde klas en met dieselfde ondervinding betaal word, met behoorlike inagneming van die omskrywing van “ondervinding”.

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

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

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

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

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

Met dien verstande dat—

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

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

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

(iv) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en 'n werknemer uitdruklik anders bepaal word, niks in hierdie vasstelling só uitgelê mag word dat dit 'n werkgever belet om van

- (5) **Transport expenses and allowances:** In addition to paying any other remuneration due to an employee—
- (a) who uses his or her employer's motor transport or who is required to travel by train or by means of a conveyance other than his or her own, an employer shall reimburse him or her all the reasonable expenses incurred by him or her in connection with such transport in the performance of his or her duties, and for the purposes of this subclause the cost of overnight garaging of a motor vehicle shall be deemed to be a transport expense;
  - (b) who is required to provide motor transport for the performance of his or her duties, an employer shall pay his or her employee for each kilometre travelled in the performance of his or her duties, a transport allowance of not less than—
    - (i) 66 cents if the engine capacity of the vehicle concerned does not exceed 1 300 cm<sup>3</sup>;
    - (ii) 75 cents if the engine capacity of such vehicle exceeds 1 300 cm<sup>3</sup> but not 1 800 cm<sup>3</sup>;
    - (iii) 84 cents if the engine capacity of such vehicle exceeds 1 800 cm<sup>3</sup> but not 2 500 cm<sup>3</sup>;
    - (iv) R1,00 if the engine capacity of such vehicle exceeds 2 500 cm<sup>3</sup>.
- (6) **Subsistence expenses and allowances:** (a) In addition to the payment of any other remuneration due to an employee who, in the performance of his or her duties, is absent from his or her place of residence and the employer's establishment, the employer shall reimburse him or her all reasonable expenses for—
- (i) meals, tea, coffee or similar beverages where such absence exceeds six consecutive hours but does not extend over a night; or
  - (ii) accommodation as well as meals, tea, coffee or similar beverages, or pay a subsistence allowance of not less than R45 per night, whichever is the greater amount, where such absence extends over one or more nights.
- (b) For the purposes of this subclause the expression "night" means the period from 23:00 to 04:00.
- (7) **Payment of expenses and allowances:** (a) Any allowances and expenses payable to an employee in terms of subclauses (5) and (6) shall be paid by an employer within seven days after the employee's written claim therefor: Provided that an employee shall submit any such claims within one month of entitlement but shall not submit more than one claim in any one week.
- (b) An employer may require an employee to frame any claim so that it shall reflect—
- (i) in respect of any claim in terms of subclause (5)(a), the mode of travel employed and the transport expenses incurred or the nature of any other expense for which reimbursement is claimed;
  - (ii) in respect of any claim in terms of subclause (5)(b), the distance travelled each day, the points of call and, except in municipal areas, the route followed;
  - (iii) in respect of any claim in terms of subclause (6), the times of commencement and ending of each period of absence;
- and to enable him or her to comply with such a requirement, the employer shall, before any such journey is undertaken by such employee, provide him or her with a suitable book or forms in or on which to maintain suitable records: Provided that if an employee is unable to read and write, his or her employer shall cause the employee to be assisted in the framing of his or her claim.
- (8) **Bicycle allowance:** An employer who requires or permits an employee to use his or her own bicycle in the performance of his or her duties shall pay him or her, in addition to any other remuneration due to him or her, an allowance of not less than R6,00 per week, or, if the employee is a casual employee, not less than R1,20 per day.
- (9) **Night-work allowance:** An employer who requires or permits an employee to perform night work shall pay such employee, in addition to his or her wage, an allowance at a rate of not less than 10 percent of his or her hourly wage for each hour or part of an hour worked by such employee on night work: Provided that this subclause shall not apply to a manager, trainee manager, security officer, Grade A, security officer, Grade B or an employee who is excluded from the hours of work provisions by virtue of clause 5(9)(a).
- (10) **Incremental date:** If an employee becomes entitled in terms of subclause (1) to an increment on or before the 15th day of the month, such increment shall be deemed to accrue on the first day of that month, but



die werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

- (4) **Loonberekening:** Die uurloon, dagloon, weekloon en maandloon van 'n werknemer word bereken volgens die omskrywings van hierdie uitdrukkings in klousule 2.
- (5) **Vervoertoelaes en -uitgawes:** Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer—
- (a) wat van sy of haar werkgever se motorvervoer gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy of haar eie te reis, moet 'n werkgever hom of haar vir alle redelike uitgawes vergoed wat hy of sy in die uitvoering van sy of haar pligte in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag geag 'n vervoeruitgawe te wees;
  - (b) van wie vereis word om 'n motorvoertuig vir die uitvoering van sy of haar pligte te verskaf, moet 'n werkgever sy of haar werknemer vir elke kilometer wat hy of sy in die uitvoering van sy of haar pligte afgelê het, 'n vervoertoelae betaal van minstens—
    - (i) 66 sent waar die enjinkapasiteit van die betrokke voertuig hoogstens 1 300 cm<sup>3</sup> is;
    - (ii) 75 sent waar die enjinkapasiteit van sodanige voertuig meer as 1 300 cm<sup>3</sup> maar hoogstens 1 800 cm<sup>3</sup> is;
    - (iii) 84 sent waar die enjinkapasiteit van sodanige voertuig meer as 1 800 cm<sup>3</sup> maar hoogstens 2 500 cm<sup>3</sup> is;
    - (iv) R1,00 waar die enjinkapasiteit van sodanige voertuig meer as 2 500 cm<sup>3</sup> is.
- (6) **Onderhoudstoelae en uitgawes:** (a) Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat in die uitvoering van sy of haar pligte van sy of haar woonplek en die werkgever se bedryfsinrigting afwesig is, moet die werkgever hom of haar vergoed vir alle redelike uitgawes vir—
- (i) etes, tee, koffie of soortgelyke drankke, waar sodanige afwesigheid ses agtereenvolgende ure oorskry maar nie oor 'n nag strek nie; of
  - (ii) verblyf, sowel as etes, tee, koffie of soortgelyke drankke, of aan hom of haar 'n onderhoudstoelae van ten minste R45 per nag betaal, watter bedrag ook al die grootste is, waar sodanige afwesigheid oor een of meer nagte strek;
- (b) By die toepassing van die subklousule beteken "nag" die tydperk tussen 23:00 en 04:00.
- (7) **Betaling van uitgawes en toelaes:** (a) 'n Werkgever moet alle toelaes en uitgawes wat ingevolge subklousules (5) en (6) aan 'n werknemer betaalbaar is, binne sewe dae nadat die werknemer dit skriftelik geëis het, aan hom of haar betaal: Met dien verstande dat 'n werknemer elke sodanige eis binne een maand vanaf die tydstop waarop hy of sy daarop geregtig geword het, moet indien maar dat hy of sy nie meer as een eis in 'n week mag indien nie.
- (b) 'n Werkgever kan van 'n werknemer vereis om elke eis so op te stel dat dit weergee—
- (i) in die geval van 'n eis ingevolge subklousule (5)(a), die soort vervoer en die vervoerkoste aangegaan of die aard van alle ander uitgawes waarvoor hy of sy vergoeding eis;
  - (ii) in die geval van 'n eis ingevolge subklousule (5)(b), die afstand wat hy of sy elke dag afgelê het, die plekke wat besoek is en, uitgesonderd in munisipale gebiede, die roete wat gevolg is;
  - (iii) in die geval van 'n eis ingevolge subklousule (6), die tyd waarop elke tydperk van afwesigheid begin en geëindig het;
- en ten einde hom of haar in staat te stel om aan so 'n vereiste te kan voldoen, moet 'n werkgever, voordat sodanige reis deur sodanige werknemer onderneem word, aan hom of haar 'n geskikte boek of vorms verskaf waarin of waarop gepaste aantekeninge gehou kan word: Met dien verstande dat indien 'n werknemer nie kan lees of skryf nie, sy of haar werkgever moet toesien dat hy of sy gehelp word om sy of haar eis op te stel.
- (8) **Fietstoelae:** 'n Werkgever wat van 'n werknemer vereis of hom of haar toelaat om in die uitvoering van sy of haar pligte sy of haar eie fiets te gebruik, moet hom of haar benewens enige ander besoldiging aan hom of haar verskuldig, 'n toelae van minstens R6,00 per week of, as die werknemer 'n los werknemer is, minstens R1,20 per dag betaal.



if such entitlement arises after the 15th day of the month, the increment shall be deemed to accrue on the first day of the next succeeding month: Provided that in any establishment in which staggered pay-days are observed, any increment falling due within 15 days immediately following a designated pay-day shall be deemed to accrue on such designated pay-day, and any increment falling due after such 15 days shall be deemed to accrue on the next succeeding pay-day.

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

#### 4. PAYMENT OF REMUNERATION

- (1) **Employees, other than casual employees:** Save as provided in clauses 3(7) and 6(5), any amount due to an employee, other than a casual employee, shall be paid weekly, fortnightly or monthly in cash, or with the consent of the employee by cheque or by transfer into the employee's account at a financial institution, during his or her ordinary hours of work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or number on the pay-roll and his or her class;
- (c) the period in respect of which payment is made;
- (d) the number of ordinary hours of work worked by the employee;
- (e) the number of overtime hours worked by the employee;
- (f) the number of hours worked by the employee on a Sunday, his or her day off or a paid holiday;
- (g) the number of night-work hours worked by the employee;
- (h) details of any allowances paid in terms of clause 3(5), (6) or (8);
- (i) the employee's wage;
- (j) details of any other remuneration arising out of the employee's employment;
- (k) details of any deductions made; and
- (l) the net amount paid to the employee;

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

- (i) at the employee's written request the amount due to him or her may be paid into his or her building society, bank or other account by his or her employer who shall however hand to the employee the aforementioned statement;
  - (ii) the information relating to paragraphs (d), (e), (f) and (g) need not be furnished in respect of an employee who is excluded from the hours of work provisions by virtue of clause 5(9)(a).
- (2) **Casual employees:** An employer shall pay the remuneration due to a casual employee in cash on the termination of his or her employment, but at least once a week.
- (3) **Premiums:** Subject to any law no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee.
- (4) **Purchase of goods:** An employer shall not require an employee to purchase any goods from him or her or from any shop, place or person nominated by him or her.

- (9) **Nagskoftoelae:** 'n Werkgewer wat van 'n werknemer vereis of hom of haar toelaat om nagwerk te doen, moet hom of haar benewens enige ander besoldiging aan hom of haar verskuldig, 'n toelae betaal van minstens 10 persent van sy of haar uurloon vir elke uur of gedeelte van 'n uur wat sodanige werknemer in die nag werk: Met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n bestuurder, leerlingbestuurder, sekuriteitsbeampte, graad A, sekuriteitsbeampte, graad B, of werknemer wat ingevolge klousule 5(9)(a) van die werkurebepalings uitgesluit is.
- (10) **Verhogingsdatum:** Indien 'n werknemer ingevolge subklousule (1) voor of op die 15de dag van die maand op 'n verhoging geregtig word, word daar geag dat sodanige verhoging hom of haar op die eerste dag van daardie maand toeval, maar as hy of sy na die 15de dag van die maand op die verhoging geregtig word, word daar geag dat dit hom of haar op die eerste dag van die eersvolgende maand toeval: Met dien verstande dat in enige bedryfsinrigting waarin verspreide betaalde nagekom word, enige verhoging wat betaalbaar is binne 15 dae onmiddellik na 'n aangewese betaaldag, geag word toegeval te wees op sodanige aangewese betaaldag en enige verhoging wat betaalbaar is na sodanige 15 dae, geag word toegeval te wees op die eersvolgende betaaldag.
- (11) **Bewys van ondervinding:** 'n Werknemer wat as 'n ongekwalifiseerde werknemer in diens geneem word vir enige klas werk waarvoor lone voorgeskryf word volgens 'n stygende skaal wat volgens ondervinding bereken word, en wat versuim om binne drie maande na die datum waarop hy of sy diens aanvaar het aan sy of haar werkgewer bewys te lewer van enige tydperk diens wat hy of sy in daardie klas by 'n ander werkgewer gelewer het, word geag nie sodanige tydperk diens in daardie klas by die ander werkgewer te gelewer het nie, en die uitdrukking "*daardie klas*" omvat enige klas waarin diens gereken word as ondervinding in die klas waarin hy of sy in diens is: Met dien verstande dat, indien 'n werknemer te eniger tyd na die verstryking van genoemde tydperk van drie maande aan sy of haar werkgewer sodanige bewys lewer, die tydperk diens by die ander werkgewer as ondervinding gereken moet word, maar slegs met ingang van die datum waarop sodanige bewys aan sy of haar werkgewer gelewer word.

#### 4. BETALING VAN BESOLDIGING

- (1) **Werknemers, uitgesonderd los werknemers:** Behoudens klousules 3(7) en 6(5), moet elke bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks, tweeweekliks of maandeliks in kontant of, as die werknemer daartoe instem, per tjek betaal word gedurende sy of haar gewone werkure op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n verseelde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, gemeld word—

- (a) die werkgewer se naam;
- (b) die werknemer se naam of nommer op die betaalstaat en sy of haar klas;
- (c) die tydperk waarvoor die betaling geskied;
- (d) die getal gewone werkure wat deur die werknemer gewerk is;
- (e) die getal ure wat die werknemer oortyd gewerk het;
- (f) die getal ure wat die werknemer op 'n Sondag, sy of haar vry dag of 'n betaalde vakansiedag gewerk het;
- (g) die getal nagskofure wat deur die werknemer gewerk is;
- (h) besonderhede van enige toelaes ingevolge klousule 3(5), (6) of (8) betaal;
- (i) die werknemer se loon;
- (j) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (k) besonderhede van enige bedrag wat afgetrek is; en
- (l) die werklike bedrag wat aan die werknemer betaal word;

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

- (i) op die skriftelike versoek van die werknemer, die werkgewer die bedrag aan hom of haar verskuldig op sy of haar bouvereniging-, bank- of ander rekening kan stort, maar egter die voornoemde staat aan die werknemer moet oorhandig;
- (ii) die inligting betreffende paragrawe (d), (e), (f) en (g) nie verstrekkend hoeft te word nie aan 'n werknemer wat ingevolge klousule 5(9)(a) van die werkurebepalings uitgesluit is.

- (5) **Accommodation, meals and rations:** Subject to any law an employer shall not require an employee to accept accommodation, meals or rations from him or her or from any person or at any place nominated by him or her.
- (6) **Deductions:** An employer shall not levy any fines against an employee nor shall an employer make any deductions from an employee's remuneration other than the following:
- (a) With the written consent of an employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund, in respect of subscriptions to a trade union as defined in the Labour Relations Act, 1956, or to a welfare organisation registered or deemed to be registered in terms of the National Welfare Act, 1978, or for contributions to a staff social club or presentation fund;
  - (b) except where otherwise provided in this determination, whenever an employee is absent from work, other than at the instance of his or her employer, a deduction proportionate to the period of his or her absence and calculated on the basis of the wage which such employee was receiving in respect of his or her ordinary hours of work at the time of such absence;
  - (c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
  - (d) whenever an employee is required by law or agrees to accept accommodation, meals or rations from an employer, a deduction agreed to, in writing, by the employer and his or her employee: Provided that such deduction may not exceed 17 percent of the employee's wage in respect of meals or rations, and eight percent of the employee's wage in respect of accommodation;
  - (e) with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to—
    - (i) any banking institution, building society, insurance business, registered financial institution, local government or the State in respect of a payment on a loan granted to such employee to acquire a dwelling;
    - (ii) any organisation or body in respect of the rent of a dwelling or accommodation in a hostel occupied by such employee if such dwelling or hostel is provided through the instrumentality of such organisation or body wholly or partly from funds advanced for that purpose by the State or a body referred to in subparagraph (i);
  - (f) with the written consent of the employee, a deduction of any amount loaned or advanced to him or her by the employer: Provided that any deduction for the repayment of any such loan or advance shall not exceed one third of the total remuneration due to the employee on the pay-day concerned and provided further that this limitation shall not apply in respect of an employee who has given his or her employer notice of his or her intention to terminate the contract of employment or whose services are terminated in any other manner.

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

- (1) **Ordinary hours of work:** An employer shall not require or permit an employee to work more ordinary hours of work than, in the case of—
- (a) *a casual employee*, eight on any day;
  - (b) *a part-time employee*—
    - (i) 25 in any week from Monday to Saturday, inclusive; and
    - (ii) subject to (i), eight on any day;
  - (c) *a security officer, Grade A and a security officer, Grade B*—
    - (i) 60 in any week from Monday to Saturday, inclusive; and
    - (ii) subject to subparagraph (i), in the case of an employee who normally works on—
      - (aa) not more than five days in a week, 12 on any day;
      - (ab) more than five days in a week, 10 on any day;
  - (d) *any other employees*, either—

- (2) **Los werknemers:** 'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy of haar diens, maar minstens een maal per week, in kontant aan hom of haar betaal.
- (3) **Premies:** Behoudens enige wet mag 'n werkgewer geen betaling deur of namens 'n werknemer ten opsigte van die indiensneming of opleiding van daardie werknemer, regstreeks of onregstreeks aanneem nie.
- (4) **Koop van goedere:** 'n Werkgewer mag nie van 'n werknemer vereis om goedere van hom of haar of van enige winkel, plek of persoon deur hom of haar aangewys, te koop nie.
- (5) **Huisvesting, etes en rantsoene:** Behoudens enige wet mag 'n werkgewer nie van 'n werknemer vereis om huisvesting, etes of rantsoene van hom of haar of van enigiemand anders of op 'n plek deur hom of haar aangewys, aan te neem nie.
- (6) **Aftrekkings:** 'n Werkgewer mag 'n werknemer geen boetes oplê of geen ander bedrae van 'n werknemer se besoldiging aftrek as die volgende nie:
  - (a) Met die skriftelike toestemming van 'n werknemer, 'n bedrag vir 'n vakansie-, siekte-, mediese, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir ledegeld van 'n vakvereniging soos omskryf in die Wet op Arbeidsverhoudinge, 1956, of van 'n welsynsorganisasie geregistreer ingevolge die Nasionale Welsynswet, 1978, of vir bydraes aan 'n sosiale klub vir personeel of aan 'n presentasiefonds;
  - (b) behoudens andersluidende bepalings in hierdie vasstelling, telkens wanneer 'n werknemer om 'n ander rede as op las of versoek van sy of haar werkgewer van sy of haar werk afwesig is, 'n bedrag eweredig aan die tydperk van sy of haar afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy of haar gewone werkure ontvang het;
  - (c) enige bedrag wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek;
  - (d) wanneer 'n werknemer by wet verplig word of daartoe instem om huisvesting, etes of rantsoene van 'n werkgewer aan te neem, 'n bedrag waarvoor skriftelik tussen die werkgewer en sy of haar werknemer ooreengekom is: Met dien verstande dat die bedrag ten opsigte van etes en rantsoene hoogstens 17 persent van die werknemer se loon mag wees en ten opsigte van huisvesting hoogstens agt persent van die werknemer se loon;
  - (e) met die skriftelike toestemming van die werknemer, enige bedrag wat die werkgewer betaal het of onderneem het om te betaal aan—
    - (i) 'n bankinstelling, bougenootskap, versekeringsonderneming, geregistreerde finansiële instelling, plaaslike owerheid of die Staat ten opsigte van 'n betaling vir 'n lening wat aan sodanige werknemer toegestaan is om 'n woning aan te skaf;
    - (ii) enige organisasie of liggaam ten opsigte van die huur van 'n woning of huisvesting in 'n tehuis wat deur sodanige werknemer beset word indien sodanige woning of tehuis deur sodanige ander organisasie verskaf word uitsluitlik of gedeeltelik uit fondse wat vir daardie doel deur die Staat of 'n liggaam in subparagraaf (i) genoem voorgeskiet is;
  - (f) met die skriftelike toestemming van 'n werknemer, enige bedrag deur die werkgewer aan hom of haar geleen of voorgeskiet: Met dien verstande dat enige aftrekking vir die terugbetaling van sodanige lening of voorskot nie een derde van die totale besoldiging aan 'n werknemer op die betrokke betaaldag verskuldig, te bowe mag gaan nie: Met dien verstande voorts dat hierdie beperking nie geld nie ten opsigte van 'n werknemer wat sy of haar werkgewer kennis gegee het van sy of haar voorneme om die dienskontrak te beëindig, of wie se diens op enige ander wyse beëindig word.

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

- (1) **Gewone werkure:** 'n Werkgewer mag nie van 'n werknemer vereis of hom of haar toelaat om meer gewone werkure te werk nie as, in die geval van—
  - (a) 'n los werknemer, agt op enige dag;
  - (b) 'n deeltydse werknemer—
    - (i) 25 in 'n week van Maandag tot en met Saterdag; en
    - (ii) behoudens (i), agt op enige dag;



- (i) 45 in any week from Monday to Saturday, inclusive, and nine on any day, in the case of an employee who normally works on not more than five days in a week; and, in the case of an employee who works on more than five days in a week, eight hours on five days in a week and five hours on one day in such week; or
- (ii) with the written consent of the employee, 40 hours in any week from Monday to Sunday, inclusive, on not more than five days in a week and eight hours on any day: Provided that the employee shall not be required or permitted to work on more than three Sundays during any one month:

Provided further that—

- (i) where an employee is required to attend to a customer after the completion of the ordinary hours of work referred to in paragraphs (a), (b) or (d), the said ordinary hours of work may be exceeded by not more than 15 minutes on any day and not more than one hour in any week;
  - (ii) where a late closing day is permitted by law, the ordinary hours of work prescribed in paragraph (d) may be extended by one and a half hours on one such day in any week if the weekly limitations prescribed in the said paragraph will not be exceeded by such extension.
- (2) **Meal intervals:** An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of at least one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—
- (a) such interval may be reduced to not less than half an hour by written mutual agreement between an employer and his or her employee;
  - (b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (g) applies, shall be deemed to be continuous;
  - (c) in the case of a chauffeur or a lift attendant, if such interval be longer than two hours, any period in excess of two hours shall be deemed to be ordinary hours of work or overtime;
  - (d) in the case of an employee who is wholly or mainly engaged in cleaning premises or opening or closing shops, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work or overtime;
  - (e) if such interval be longer than one hour, except when proviso (c) or (d) applies, any period in excess of one and a half hours shall be deemed to be time worked;
  - (f) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
  - (g) if on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to half an hour;
  - (h) a driver or part-time driver who during such interval does not work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.
- (3) **Rest intervals:** An employer shall grant to each of his or her employees a rest interval of not less than 15 minutes as nearly as practicable in the middle of each morning and afternoon work period or of each first and second work period of the day, as the case may be, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee: Provided that an employer may by written mutual agreement with his or her employee extend the morning rest interval to not more than half an hour.
- (4) **Hours of work to be consecutive:** Save as provided in subclause (2), all hours of work of an employee on any day shall be consecutive.
- (5) **Limitation of overtime:** An employer shall not require or permit an employee to work overtime other than in accordance with an agreement concluded with the employee and such overtime shall not exceed, in the case of—
- (a) an employee wholly or mainly engaged in the delivery of goods, 10 hours in any week: Provided that during the period 1 December to 24 December, inclusive, this limitation may be exceeded by not more than six hours in any week;

(c) 'n sekuriteitsbeampte, graad A, en 'n sekuriteitsbeampte, graad B—

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

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

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

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

(d) alle ander werknemers—

(i) óf 45 in 'n week van Maandag tot en met Saterdag, en nege op enige dag in die geval van 'n werknemer wat gewoonlik nie meer as vyf dae per week werk nie, en in die geval van 'n werknemer wat meer as vyf dae in 'n week werk, agt ure op vyf dae in die week en vyf op een dag van die week; óf

(ii) met die skriftelike toestemming van die werknemer, 40 uur in 'n week van Maandag tot en met Sondag, op nie meer as vyf dae in 'n week en agt uur op enige dag nie: Met dien verstande dat daar nie van die werknemer vereis, of hy of sy nie toegelaat mag word, om meer as drie Sondae gedurende enige een maand te werk nie:

Met dien verstande voorts dat—

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

(ii) wanneer die wet toelaat dat daar op 'n dag laat gesluit mag word, die gewone werkure voorgeskryf by paragraaf (d) op een sodanige dag in 'n week met een en 'n half uur verleng mag word, indien sodanige verlenging nie die weeklikse beperking voorgeskryf by die genoemde paragraaf oorskry nie.

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

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

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

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

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

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

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

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

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

(3) **Ruspouses:** 'n Werkgewer moet, so na doenlik aan die middel van elke werktydperk in die voor- en namiddag of van elke eerste en tweede werktydperk van die dag, na gelang van die geval, aan elkeen van sy of haar werknemers 'n ruspouse van minstens 15 minute toestaan waarin daar nie van sodanige werknemer vereis of hy of sy nie toegelaat mag word om werk te verrig nie, en so 'n pouse word geag deel

- (b) an employee engaged in stocktaking or in work directly related to the moving of counters or gondolas, four hours on any day on not more than two days in any week: Provided that—
  - (i) for the purposes of this paragraph, overtime worked shall not be reckoned as part of the limitations prescribed in paragraph (e);
  - (ii) this paragraph shall apply not more than four times during 12 months' employment with the employer;
- (c) a part-time employee—
  - (i) three hours on any day;
  - (ii) 15 hours in any week;
- (d) a security officer, Grade A or a security officer, Grade B, 12 hours in any week;
- (e) any other employee, three hours on any day and 10 hours in any week:

Provided that—

- (i) this limitation shall not apply to the driver of or an employee providing assistance on or accompanying a motor vehicle being driven over a distance of more than 480 km in one direction from the point of departure to the destination, when the ordinary hours of work of such driver or other member of the vehicle staff together with any overtime worked, shall not exceed 14 hours on any day;
  - (ii) during the period 8 December to 31 December, inclusive, in respect of a business carried on under the off-consumption privileges of a hotel liquor licence or holding a liquor store licence, and during the period 1 December to 24 December, inclusive, in respect of all other employers, the limitation of overtime prescribed in this paragraph may be exceeded by not more than a total of 15 hours but so that any prescribed daily limitations are not exceeded.
- (6) **Weekly days off:** (a) An employer shall grant to every employee who works in accordance with the hours of work laid down in subclause (1)(d)(ii), two full days off during every seven consecutive days.
- (b) An employer shall not require or permit an employee referred to in paragraph (a) to work on any one or more of his or her days off otherwise than in terms of an agreement concluded by him or her with the employee.
- (c) An employer shall pay an employee who works on any one or more of his or her days off at a rate of not less than—
- (i) one and a half times his or her hourly wage in respect of the total period not exceeding four hours so worked;
  - (ii) double his or her hourly rate in respect of the total period in excess of four hours so worked:

Provided further that notwithstanding anything to the contrary in subclause (1)(d)(ii) any time worked on such days shall not be reckoned as part of the ordinary hours of work prescribed in the said subclause.

- (7) **Conditions of overtime:** If any overtime is to exceed one hour's duration the employer shall, before such work is due to commence, pay his or her employee an amount of not less than R6,00 in sufficient time to enable the employee to obtain and have a meal, or provide the employee with a meal to the value of at least R6,00 in sufficient time for him or her to have the meal, which amount or meal provided shall be in addition to the payment due in terms of subclause (8).
- (8) **Payment for overtime:** (a) An employer shall pay an employee, other than a casual employee, who works overtime at a rate of not less than—
- (i) one and a third times his or her hourly wage in respect of the total period not exceeding 10 hours in any week so worked by such employee;
  - (ii) one and a half times his or her hourly wage in respect of the hours in excess of 10 hours in any week so worked by such employee.
- (b) An employer shall pay a casual employee who works overtime at a rate of not less than one and a third times his or her hourly wage in respect of the period so worked on any day.
- (9) **Savings:** (a) This clause shall not apply to—

van die gewone werkure van so 'n werknemer uit te maak: Met dien verstande dat 'n werkgever skriftelik met sy of haar werknemer mag ooreenkom om die oggendruspouse na hoogstens 'n halfuur te verleng.

- (4) **Werkure moet agtereenvolgend wees:** Behoudens subklousule (2), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.
- (5) **Beperking van oortyd:** 'n Werkgever mag nie van 'n werknemer vereis of hom of haar toelaat om oortyd te werk nie behalwe in ooreenstemming met 'n ooreenkoms met die werknemer aangegaan, en sodanige oortyd mag nie meer wees nie as, in die geval van—
- (a) 'n werknemer wat uitsluitlik of hoofsaaklik goedere aflewer, 10 uur in 'n week: Met dien verstande dat gedurende die tydperk 1 Desember tot en met 24 Desember hierdie beperking met hoogstens ses uur oorskry mag word;
  - (b) 'n werknemer wat besig is met voorraadopname of werk wat regstreeks betrekking het op die verskuiwing van toonbanke of eilandrakke ("gondolas"), vier uur op 'n dag of hoogstens twee dae in 'n week: Met dien verstande dat—
    - (i) vir die toepassing van hierdie paragraaf, oortyd werk verrig nie gereken moet word as deel van die beperkings voorgeskryf by paragraaf (e) nie;
    - (ii) hierdie paragraaf hoogstens vier keer gedurende 12 maande diens by die werkgever van toepassing is;
  - (c) 'n deeltydse werknemer—
    - (i) drie uur op 'n dag;
    - (ii) 15 uur in 'n week;
  - (d) 'n sekuriteitsbeampte, graad A, of 'n sekuriteitsbeampte, graad B, 12 uur in enige week;
  - (e) alle ander werknemers, drie uur op 'n dag en 10 uur in 'n week:

Met dien verstande dat—

- (i) hierdie beperking nie van toepassing is nie op 'n drywer of 'n werknemer wat ondersteuning verskaf of wat 'n motorvoertuig vergesel wat 'n afstand van meer as 480 km in een rigting vanaf die vertrekpunt tot by die bestemming aflê, as die gewone werkure van sodanige drywer of ander lid van die voertuigpersoneel, tesame met enige oortyd, nie 14 ure op enige dag oorskry nie;
  - (ii) gedurende die tydperk 8 Desember tot en met 31 Desember, ten opsigte van 'n besigheid wat gedryf word kragtens die buiteverbruikvoorregte van 'n hoteldranklisensie of wat 'n drankwinkellisensie hou, en gedurende die tydperk 1 Desember tot en met 24 Desember, ten opsigte van alle ander werkgevers, die beperking van oortyd in hierdie paragraaf voorgeskryf, met 'n totaal van hoogstens 15 uur oorskry kan word, maar op so 'n wyse dat die daaglikse beperkings wat voorgeskryf is, nie oorskry word nie.
- (6) **Weeklikse vry dae:** (a) 'n Werkgever moet aan elke werknemer wat werk ooreenkomstig die werkure voorgeskryf by subklousule 1(d)(ii), twee volle vry dae gedurende elke sewe opeenvolgende dae verleen.
- (b) 'n Werkgever mag nie van 'n werknemer bedoel in paragraaf (a) vereis of hom of haar toelaat om op een of meer van sy of haar vry dae te werk nie behalwe ingevolge 'n ooreenkoms met die werknemer aangegaan.
- (c) 'n Werkgever moet 'n werknemer wat op enige van sy of haar vry dae werk, betaal teen minstens—
- (i) een en 'n halwe maal sy of haar uurloon ten opsigte van die totale tydperk wat nie vier uur te bowe gaan nie;
  - (ii) dubbel sy of haar uurloon ten opsigte van die totale tydperk wat vier uur te bowe gaan:
- Met dien verstande voorts dat, ondanks strydige bepalings in subklousule 1(d)(ii), enige tydperk op sodanige dag gewerk as deel van die gewone werkure in die subklousule voorgeskryf, geag word.
- (7) **Voorwaardes van oortyd:** Indien enige oortydwerk langer as een uur sal duur, moet die werkgever aan sy of haar werknemer, voordat sodanige werk begin en vroeg genoeg sodat die werknemer 'n ete kan koop en geniet, minstens R6,00 betaal of, vroeg genoeg sodat die werknemer dit kan geniet, aan hom of haar 'n ete van minstens R6,00 verskaf, welke betaling of ete bykomend is by die besoldiging wat verskuldig is vir die oortydwerk ingevolge subklousule (8).



- (i) any class of employee who is in receipt of a regular annual wage of not less than the remuneration stipulated in a current exemption published in terms of section 34(1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983), for the area in which he or she is employed;
- (ii) an outside sales assistant, a commercial traveller, a commercial traveller's assistant, a service supply salesman or to a general assistant who accompanies a service supply salesman if and for so long as such general assistant is in receipt of a regular wage of not less than that prescribed for a commercial traveller's assistant.
- (b) Subclauses (2), (3), (4) and (5) shall not apply to an employee while he or she is engaged on emergency work.
- (c) Subclauses (2), (3) and (4) shall not apply to an employee engaged in the installation, repair or demonstration of radios, television sets or apparatus, refrigerators, knitting or sewing machines, vacuum cleaners, floor polishers or other similar electrical appliances or non-electrical knitting or sewing machines.
- (d) Subclause (3) shall not apply to an employee engaged in delivering goods or in assisting on delivery vehicles.
- (e) Subclause (5) shall not apply to an employee engaged in tending, cleaning or feeding animals other than animals intended, displayed or offered for sale.
- (f) Subclauses (2) and (3) shall not apply to a security officer, Grade A or a security officer, Grade B.

## 6. ANNUAL LEAVE

- (1) Subject to subclause (3), an employer shall grant to an employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, leave as follows:
  - (a) *To a commercial traveller and a commercial traveller's assistant* who in the performance of his or her duties has been absent from his or her place of residence and the employer's establishment for—
    - (i) *at least* three nights per month, on average, and who normally works on—
      - (aa) not more than five days a week, 20 consecutive work-days;
      - (ab) more than five days in a week, 24 consecutive work-days;
    - (ii) *less than* three nights per month, on average, and who normally works on—
      - (aa) not more than five days in a week, 15 consecutive work-days;
      - (ab) more than five days in a week, 18 consecutive work-days;
  - (b) *to a security officer, Grade A and a security officer, Grade B, whose ordinary hours of work—*
    - (i) *exceed* 48 in a week and who normally works on—
      - (aa) not more than five days in a week, 20 consecutive work-days;
      - (ab) more than five days in a week, 24 consecutive work-days;
    - (ii) *do not exceed* 48 in a week and who normally works on—
      - (aa) not more than five days in a week, 15 consecutive work-days;
      - (ab) more than five days in a week, 18 consecutive work-days;
  - (c) *to any other employee* who normally works on—
    - (i) not more than five days in a week, 15 consecutive work-days;
    - (ii) more than five days in a week, 18 consecutive work-days;
- (2) (a) The employer shall pay his or her employee in respect of the leave prescribed in subclause (1), in the case of an employee referred to in—
  - (i) subclause (1)(a)(i) or (1)(b)(i), an amount of not less than four times, and
  - (ii) subclause (1)(a)(ii), (1)(b)(ii) or (1)(c), an amount of not less than three times,

- (8) **Betaling vir oortydwerk:** (a) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n los werknemer, wat oortyd werk, betaal teen minstens—
- (i) een en 'n derde maal sy of haar uurloon ten opsigte van die totale tydperk wat nie 10 uur oorskry nie, aldus deur sodanige werknemer in 'n week gewerk;
  - (ii) een en 'n halwe maal sy of haar uurloon ten opsigte van die ure wat 10 uur oorskry, aldus deur sodanige werknemer in 'n week gewerk.
- (b) 'n Werkgewer moet 'n los werknemer wat oortyd werk, een en 'n derde maal sy of haar gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk, betaal.
- (9) **Voorbehoudsbepalings:** (a) Hierdie klousule is nie van toepassing nie op—
- (i) enige werknemer indien en solank as wat sodanige werknemer 'n gereelde jaarlikse loon ontvang van minstens die besoldiging voorgeskryf by die jongste vrystelling gepubliseer ingevolge artikel 34(1) van die Wet op Basiese Diensvoorwaardes, 1983 (Wet No. 3 van 1983), vir die gebied waar hy of sy werksaam is;
  - (ii) 'n buiteverkoopsassistent, 'n handelsreisiger, 'n handelsreisiger se assistent, 'n versorger-bestellingnemer of 'n algemene assistent wat 'n versorger-bestellingnemer vergesel, indien en solank as wat sodanige algemene assistent 'n gereelde loon ontvang van minstens dié wat vir 'n handelsreisiger se assistent voorgeskryf is.
- (b) Subklousules (2), (3), (4) en (5) is nie op 'n werknemer van toepassing terwyl hy of sy noodwerk verrig nie.
- (c) Subklousules (2), (3) en (4) is nie van toepassing nie op 'n werknemer wat radio's, televisiestelle of -apparaat, koelkaste, brei- of naaimasjiene, stofsuiers, poleerders of enige ander soortgelyke elektriese toestelle installeer, herstel of demonstreer.
- (e) Subklousule (5) is nie van toepassing nie op 'n werknemer wat diere wat nie vir verkoop bedoel, vertoon of aangebied word nie, versorg, skoonmaak of voer.
- (f) Subklousules (2) en (3) is nie op 'n sekuriteitsbeampte, graad A, of 'n sekuriteitsbeampte, graad B, van toepassing nie.

## 6. JAARLIKSE VERLOF

- (1) Behoudens subklousule (3), moet 'n werkgewer aan 'n werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by die werkgewer verlof verleen en moet die werknemer verlof neem, soos volg:
- (a) 'n Handelsreisiger en 'n handelsreisiger se assistent wat in die uitvoering van sy of haar take van sy of haar woonplek en werkgewer se bedryfsinrigting afwesig is vir—
- (i) gemiddeld *minstens* drie nagte per maand en wat normaalweg—
    - (aa) hoogstens vyf dae per week werk, 20 agtereenvolgende werkdade;
    - (ab) meer as vyf dae per week werk, 24 agtereenvolgende werkdade;
  - (ii) gemiddeld *minder as* drie nagte per maand en wat normaalweg—
    - (aa) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;
    - (ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdade;
- (b) 'n sekuriteitsbeampte, graad A, en 'n sekuriteitsbeampte, graad B, wie se gewone weeklikse werkure—
- (i) 48 oorskry en wat normaalweg—
    - (aa) hoogstens vyf dae per week werk, 20 agtereenvolgende werkdade;
    - (ab) meer as vyf dae per week werk, 24 agtereenvolgende werkdade;
  - (ii) nie 48 oorskry nie en wat normaalweg—
    - (aa) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;
    - (ab) meer as vyf dae per week werk, 18 agtereenvolgende werkdade;

the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

- (b) An employee who before subclause (1)(a)(ii) and (b)(ii) became binding had become entitled to a longer period of annual leave than is therein prescribed, shall retain such leave entitlement while employed by the same employer.
- (3) The leave prescribed in subclause (1) shall be granted and be taken, as the case may be, at a time to be fixed by the employer: Provided that—
- (a) if such leave has not been granted and taken earlier, it shall, save as provided in subclause (4), be granted and be taken so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee and the employee shall take the leave from a date not later than two months after the expiration of the said period of four months;
  - (b) the period of leave shall not be concurrent with—
    - (i) sick leave in terms of clause 7 or with absence from work owing to incapacity in the circumstances set out in clause 7(5)(a) or (b) amounting in the aggregate in any period of 12 months to not more than 12 weeks, or, where sick leave has been accumulated in terms of clause 7(3), amounting in the aggregate in any period of 12 months to not more than 19 weeks;
    - (ii) any period during which the employee is under notice of termination of employment in terms of clause 13; or
    - (iii) any period during which the employee is doing military service;
  - (c) an employer may set off against such period of leave any days of occasional leave granted on full pay to an employee at such employee's written request during the period of 12 months of employment to which the period of leave relates;
  - (d) when an employer requires an employee to take leave before the expiration of the 12 months of employment to which such leave relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 3, shall pay such employee in respect of such leave an amount of not less than that which the employee would have been entitled to at the date on which the leave would normally have accrued: Provided that if an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of his or her employment, the difference between the amount paid to the employee in terms hereof and the amount to which he or she would have been entitled at the termination of his or her employment in terms of subclause (6), had the leave not been granted to him or her;
  - (e) an employer may, at the written request of a general assistant, permit such employee not more often than once in every 24 consecutive months to forego the leave prescribed for him or her in subclause (1), and in lieu thereof the employer shall pay to the employee in respect of such leave the amount prescribed for such employee in subclause (2).
- (4) (a) At the written request of his or her employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—
- (i) the request is made by such employee not later than three months after the expiration of the first period of 12 months of employment to which the leave relates; and
  - (ii) the date of the receipt of the request is endorsed on the request over his or her signature by the employer, who shall retain the request at least until after the expiration of the period of leave.
- (b) Subclause (3), except proviso (e) thereof, shall apply *mutatis mutandis* to leave referred to in this subclause.
- (5) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (4), shall be paid not later than the last work-day before the date of commencement of the leave or, at the written request of an employee, not later than such employee's first pay-day after the expiration of the leave.
- (6) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall, upon such

- (c) *enige ander werknemer* wat normaalweg—
  - (i) hoogstens vyf dae per week werk, 15 agtereenvolgende werkdade;
  - (ii) meer as vyf dae per week werk, 18 agtereenvolgende werkdade.
- (2) (a) Die werkgever moet sy of haar werknemer ten opsigte van die verlof voorgeskryf by subklousule (1) soos volg betaal: In die geval van 'n werknemer bedoel in—
  - (i) subklousule (1)(a)(i) of (1)(b)(i), 'n bedrag van minstens vier keer; en
  - (ii) subklousule (1)(a)(i), (1)(b)(i) of (1)(c), 'n bedrag van minstens drie keer,die weekloon wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof begin het.
- (b) 'n Werknemer wat, alvorens subklousule (1)(a)(ii) en (b)(ii) in werking getree het, op meer verlof geregtig was as daarby voorgeskryf, behou sodanige verlofgeregtigheid vir solank hy of sy by dieselfde werkgever in diens bly.
- (3) Die verlof by subklousule (1) voorgeskryf, moet verleen en geneem word, na gelang van die geval, op 'n tyd wat die werkgever bepaal: Met dien verstande dat—
  - (a) as sodanige verlof nie eerder verleen en geneem is nie, dit behouens subklousule (4), so verleen en geneem moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en sy of haar werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet verleen en die werknemer dit moet neem met ingang van 'n datum uiterlik twee maande na die verstryking van genoemde tydperk van vier maande;
  - (b) die verloftydperk nie saamval nie met—
    - (i) siekteverlof ingevolge klousule 7 of met afwesigheid van werk as gevolg van ongeskiktheid in die omstandighede in klousule 7(5)(a) of (b) uiteengesit, van altesaam hoogstens 12 weke in 'n tydperk van 12 maande, of, indien siekteverlof opgeloop het ingevolge klousule 7(3), van altesaam hoogstens 19 weke in 'n tydperk van 12 maande;
    - (ii) enige tydperk van kennisgewing van diensbeëindiging ingevolge klousule 13; of
    - (iii) enige tydperk waartydens die werknemer militêre diens verrig;
  - (c) 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van 'n werknemer met volle betaling aan 'n werknemer verleen is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek;
  - (d) wanneer 'n werkgever van 'n werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, die werkgever aan sodanige werknemer die volle verloftydperk oploopbaar vir 12 maande diens moet toestaan en, met behoorlik inagneming van die toeval van enige verhogings ingevolge klousule 3, sodanige werknemer ten opsigte van sodanige verlof 'n bedrag moet 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 voorts dat, indien 'n werknemer se diens eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgever die verskil tussen die bedrag aan die werknemer betaal ingevolge hiervan en die bedrag waarop hy of sy geregtig sou gewees het by diens beëindiging ingevolge subklousule (6) indien die verlof nie aan hom of haar toegestaan was nie, kan aftrek van die besoldiging wat aan die werknemer verskuldig is by diensbeëindiging;
  - (e) 'n werkgever op die skriftelike versoek van 'n algemene assistent sodanige werknemer kan toelaat om hoogstens een maal in elke 24 agtereenvolgende maande af te sien van die verlof wat by subklousule (1) vir hom of haar voorgeskryf is, en dat die werkgever in die plek daarvan aan die werknemer ten opsigte van sodanige verlof die bedrag betaal wat in subklousule (2) vir sodanige werknemer voorgeskryf is.
- (4) (a) Op die skriftelike versoek van sy of haar werknemer kan 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande dat—
  - (i) sodanige werknemer so 'n versoek rig binne drie maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en



termination and in addition to any other remuneration which may be due to him or her, be paid in respect of each completed month of such period of employment an amount of not less than—

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

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

- (i) if the contract of employment of an employee who has had not less than one month's employment during any such period of 12 months terminates during a month in which he or she has had more than two weeks but not a completed month of employment, such uncompleted month shall be deemed for the purposes of this subclause to be a completed month;
- (ii) an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of proviso (c) to subclause (3);
- (iii) an employee who leaves his or her employment without having given and served the period of notice prescribed in clause 13, shall be entitled to claim payment in terms of this subclause in respect of only such amount of accrued leave money as exceeds the amount he or she was required to pay his or her employer in lieu of notice, unless—

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

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

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

- (8) For the purposes of this clause—

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

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

- (i) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 13;

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

- (aa) on leave in terms of this clause;

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

- (ac) at the instance of his or her employer;

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

- (ae) on compassionate leave in terms of clause 8;

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

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

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

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

- (ii) die werkgewer die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek tot minstens na verstryking van die verloftydperk bewaar.
- (b) Subklousule (3), uitgesonderd voorbehoudsbepaling (e) daarvan, is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.
- (5) Die besoldiging ten opsigte van die verlof voorgeskryf by subklousule (1), gelees met subklousule (4), moet uiterlik op die laaste werkdag voor die aanvangsdatum van die verlof betaal word of, op die skriftelike versoek van 'n werknemer, uiterlik op die eerste betaaldag van sodanige werknemer na die verstryking van die verlof.
- (6) 'n Werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk by subklousule (1) voorgeskryf ten opsigte van so 'n termyn opgeloop het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom of haar verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—
  - (a) in die geval van 'n werknemer in subklousule (1)(a)(i) of (1)(b)(i) bedoel, een derde; en
  - (b) in die geval van 'n werknemer in subklousule (1)(a)(ii), (1)(b)(ii) of (1)(c) bedoel, een kwart;
 van die weekloon wat hy of sy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—
  - (i) as 'n werknemer wat minstens een maand diens gedurende enige sodanige tydperk van 12 maande gehad het, se dienskontrak eindig in die loop van 'n maand waartydens hy of sy meer as twee weke maar nie 'n voltooide maand nie diens gehad het, so 'n onvoltooide maand by die toepassing van hierdie subklousule geag word 'n voltooide maand te wees;
  - (ii) 'n werkgewer 'n eweredige bedrag kan aftrek ten opsigte van enige verloftydperk aan 'n werknemer toegestaan ingevolge voorbehoudsbepaling (c) van subklousule (3);
  - (iii) 'n werknemer wat diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by klousule 13 voorgeskryf word, geregtig is om betaling ingevolge hierdie subklousule te eis ten opsigte van slegs die bedrag opgelopeverlofgeld wat meer is as die bedrag wat hy of sy of haar werkgewer in plaas van kennisgewing moet betaal, tensy—
    - (aa) die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer by diensbeëindiging in die plek van kennisgewing betaal het; of
    - (ab) by versuim om sodanige kennis te gee hy of sy binne sy of haar regte gehandel het.
- (7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf by subklousule (1), gelees met subklousule (4), en wie se diens eindig voordat sodanige verlof verleen en geneem is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy of sy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom of haar verleen en deur hom of haar geneem was.
- (8) By die toepassing van hierdie klousule—
  - (a) is die weekloon van 'n werknemer wat stukwerk of kommissiewerk verrig, op enige datum sy of haar gemiddelde weeklikse besoldiging vir die vorige 13 weke of, indien 'n korter tydperk gewerk is, vir die getal voltooide weke aldus gewerk;
  - (b) word die uitdrukkings “diens” en “dienstermyn” geag die volgende te omvat—
    - (i) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer of 'n werknemer 'n werkgewer ingevolge klousule 13 betaal in plaas van kennis te gee;
    - (ii) enige tydperk wat 'n werknemer afwesig is—
      - (aa) met verlof ingevolge hierdie klousule;
      - (ab) met siekteverlof ingevolge klousule 7 of as gevolg van ongeskiktheid in die omstandighede uiteengesit in klousule 7(5)(a) of (b);
      - (ac) op las of versoek van sy of haar werkgewer;
      - (ad) met die toestemming of kondonering van sy of haar werkgewer;
      - (ae) met deernisverlof ingevolge klousule 8;

- (ab) in the case of an employee who was in employment before this determination became binding and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (ac) in the case of any other employee, on the date on which such employee entered his or her employer's service or on the date on which this determination became binding, whichever is the later;
- (c) the expression "*employer*" includes—
  - (i) in the case of the death of an employer, the executor of his or her estate; or
  - (ii) in the case of the insolvency of an employer or the liquidation of his or her estate or the transfer of his or her business, the trustee or liquidator or the new owner of the business, if such executor, trustee, liquidator or new owner continues to employ that employee.

## 7. SICK LEAVE

- (1) Subject to subclause (2), an employer shall grant to an employee, other than a casual employee, who is absent from work through incapacity, in the case of—
  - (a) an employee who normally works a five-day week, not less than 30 work-days; and
  - (b) any other employee, not less than 36 work-days,
 sick leave in the aggregate during each cycle of 36 consecutive months of employment with him or her, plus any sick leave accumulated in terms of subclause (3), and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he or she would have received had he or she worked during such period: Provided that—
  - (i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works on not more than five days in a week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;
  - (ii) if in the first 12 consecutive months of employment, an employee is absent owing to incapacity for longer than the number of days of paid sick leave he or she is entitled to at the time in terms of subparagraph (i), his or her employer shall not, at that stage, be required to affect any payment in respect of the excess sick leave taken. However, if the employee has not previously done so the employer shall at the end of the first cycle of 36 months of employment pay the employee an amount equal to not less than the difference between the sick leave payment made earlier and the employee's wage for the full period of his or her incapacity, up to a maximum of 30 work-days or 36 work-days, as the case may be. Such compensation shall be affected at the rate of the employee's wage at the commencement of his or her incapacity: Provided further that where the contract of employment terminates before the end of the said first cycle the employee shall be entitled to claim payment from his or her employer of an amount equal to the difference between the sick leave pay already received and the wage for the full period of his or her incapacity, but not exceeding payment at a rate of more than one work-day's wage for each completed period of five weeks of employment if the employee worked on not more than five days in a week, or more than one work-day's wage for each completed month of employment if he or she worked on more than five days in a week, and for the purposes of this proviso the expression "*wage*" shall mean the wage the employee was receiving at the commencement of his or her incapacity;
  - (iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
  - (iv) payment for any period of absence on sick leave in terms of this clause to an employee who is employed on piece-work or commission work shall be at the rate of the employee's average remuneration for the 13 weeks preceding the commencement of the sick leave or, if a lesser period has been worked, for the number of completed weeks so worked.
- (2) An employer may, as a condition precedent to the payment by him or her of any amount claimed in terms of this clause by an employee in respect of any absence from work—

- (af) om enige ander rede wat nie teenstrydig is met die dienskontrak nie, en wel tot 'n totaal, in enige jaar, van hoogstens 15 weke of, waar siekteverlof ingevolge klousule 7(3) opgehoop het, 'n totaal in enige tydperk van 12 maande van hoogstens 15 weke plus die tydperk van opgehoop siekteverlof wat ingevolge daardie klousule geneem of verskuldig is, tot 'n maksimum van sewe weke; en
- (iii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van een sodanige opleidingstydperk as diens te eis nie,
- en word diens geag te begin—
- (aa) in die geval van 'n werknemer wat, voordat hierdie vasstelling bindend geword het, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op sodanige verlof geregtig geword het;
- (ab) in die geval van 'n werknemer wat, voordat hierdie vasstelling bindend geword het, in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (ac) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy of haar werkgever in diens getree het of op die datum waarop hierdie vasstelling bindend geword het, en wel op die jongste van die twee datums;
- (c) sluit die uitdrukking "*werkgever*" in—
- (i) in die geval van die dood van 'n werkgever, die eksekuteur van sy of haar boedel; of
- (ii) in die geval van insolvensie van 'n werkgever of die likwidasië van sy of haar boedel of die oordrag van sy of haar besigheid, die trustee of likwidateur of die nuwe eienaar van die besigheid,
- indien sodanige eksekuteur, trustee, likwidateur of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

## 7. SIEKTEVERLOF

- (1) Behoudens subklousule (2), moet 'n werkgever aan 'n werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van—
- (a) in die geval van 'n werknemer wat normaalweg vyf dae per week werk, altesaam minstens 30 werkdade; en
- (b) in die geval van enige ander werknemer, altesaam minstens 36 werkdade,
- gedurende elke tydkring van 36 agtereenvolgende maande diens by hom of haar, asook enige opgehoop siekteverlof ingevolge subklousule (3), en moet die werkgever sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy of sy sou ontvang het as hy of sy gedurende sodanige tydperk gewerk het: Met dien verstande dat—
- (i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat hoogstens vyf dae per week werk, een werkdag ten opsigte van elke voltooid tydperk van vyf weke diens en, in die geval van enige ander werknemer, een werkdag ten opsigte van elke voltooid maand diens;
- (ii) waar 'n werknemer in die eerste 12 agtereenvolgende maande diens weens ongeskiktheid afwesig is vir 'n langer tydperk as die aantal dae betaalde siekteverlof waarop hy of sy op daardie tydperk ingevolge subparagraaf (i) geregtig is, daar op daardie stadium nie van sy of haar werkgever verwag word om enige betaling ten opsigte van die langer tydperk siekteverlof wat geneem is, te doen nie. Die werkgever moet egter indien hy of sy dit nog nie gedoen het nie, by verstryking van die eerste tydkring van 36 maande diens by hom of haar, aan die werknemer 'n bedrag betaal gelyk aan minstens die verskil tussen die siekteverlofbetaling wat vroeër gedoen is en die werknemer se loon vir die volle tydperk van sy of haar ongeskiktheid, tot 'n maksimum van 30 werkdade of 36 werkdade, na gelang van die geval. Sodanige vergoeding moet teen die loonskaal van die werknemer by die aanvang van sy of haar ongeskiktheid betaal word: Met dien verstande voorts dat wanneer die dienskontrak eindig voor die verstryking van genoemde eerste tydkring, die werknemer daarop



- (a) for more than two consecutive work-days; or
- (b) on the work-day immediately preceding or the work-day immediately succeeding a Sunday which is not an ordinary work-day for the employee, a paid holiday or a day off in terms of clause 5(6),

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

- (3) An employer shall permit an employee in his or her third cycle of 36 consecutive months' employment with the employer to take, in that cycle, in addition to the period of sick leave prescribed in subclause (1), one-third of any sick leave so prescribed but not taken in his or her second three-year employment cycle, and to carry forward into his or her fourth and every succeeding such cycle one third of the total of all sick leave so prescribed, but not taken, during all preceding cycles excepting the very first three-year employment cycle: Provided that the total period of sick leave available to an employee during any one such cycle shall not exceed 65 work-days in the case of an employee referred to in subclause (1)(a) and 78 work-days in the case of an employee referred to in subclause (1)(b): Provided further that sick leave shall in every such cycle be granted in the first place from the number of days due in terms of subclause (1) and only after all such days have been taken shall sick leave be granted from any available accumulated sick leave.
- (4) For the purposes of this clause the expression—
  - (a) "*employment*" shall be deemed to include—
    - (i) any period during which an employee is absent—
      - (aa) on leave in terms of clause 6;
      - (ab) at the instance of his or her employer;
      - (ac) on sick leave in terms of subclause (1) or owing to incapacity in the circumstances set out in paragraph (b);
      - (ad) with the consent or condonation of his or her employer;
      - (ae) on compassionate leave in terms of clause 8;
      - (af) for any other reason not being in breach of the contract of employment;amounting in the aggregate, in any one year, to not more than 15 weeks or, where sick leave has been accumulated in terms of subclause (3), amounting in the aggregate, in any one year, to not more than 15 weeks plus the period of accumulated sick leave, up to a maximum of seven weeks, due in terms of that subclause; and
    - (ii) any period during which an employee is absent on military service: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service;
    - (iii) any period of employment which an employee has had with the same employer immediately before the date on which this determination became binding and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this determination;
  - (b) "*incapacity*" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.
- (5) **Savings:** This clause shall not apply—
  - (a) to an employee at whose written request his or her 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 or her incapacity in the circumstances

geregtig is om te eis dat sy of haar werkgever hom of haar 'n bedrag betaal gelyk aan die verskil tussen die siekteverlofbetaling wat hy of sy reeds ontvang het en die loon vir die volle tydperk van sy of haar ongeskiktheid, maar nie meer nie as een werkdag se loon vir elke voltooide tydperk van vyf weke diens indien die werknemer hoogstens vyf dae per week gewerk het, of nie meer nie as een werkdag se loon vir elke voltooide maand diens indien hy of sy meer as vyf dae per week gewerk het, en, by die toepassing van hierdie voorbehoudsbepaling, die uitdrukking "loon" die loon beteken wat die werknemer by die aanvang van sy of haar ongeskiktheid ontvang het;

- (iii) waar 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
  - (iv) betaling vir enige tydperk van afwesigheid met siekteverlof ingevolge hierdie klousule aan 'n werknemer wat stukwerk of kommissiewerk verrig, geskied teen die skaal van die werknemer se gemiddelde besoldiging vir die 13 weke wat die aanvang van die siekteverlof voorafgegaan het of, indien 'n korter tydperk gewerk is, vir die aantal voltooide weke aldus gewerk.
- (2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling deur hom of haar van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy of haar werk—
- (a) van langer as twee agtereenvolgende werkdade; of
  - (b) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag wat nie 'n gewone werkdag vir die werknemer is nie, 'n betaalde vakansiedag of 'n vry dag ingevolge klousule 5(6),
- van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, indien 'n werknemer gedurende enige tydperk van agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, die werkgever gedurende die daaropvolgende agt weke van hom of haar kan vereis om so 'n sertifikaat ten opsigte van enige tydperk van afwesigheid voor te lê.
- (3) 'n Werkgever moet 'n werknemer insy of haar derde tydkring van 36 opeenvolgende maande diens by die werkgever toelaat om in daardie tydkring, benewens die siekteverloftydperk in subklousule (1) voorgeskryf, een derde van enige siekteverlof wat aldus voorgeskryf maar nie in sy of haar tweede tydkring van drie jaar diens geneem is nie, te neem en om een derde van die totaal van alle siekteverlof aldus voorgeskryf maar wat nie geneem is nie gedurende alle voorgaande tydkringe met uitsondering van die heel eerste tydkring van drie jaar diens, oor te dra na sy of haar vierde en elke daaropvolgende sodanige tydkring: Met dien verstande dat die totale tydperk siekteverlof beskikbaar aan 'n werknemer gedurende enige sodanige tydkring hoogstens 65 werkdade is in die geval van 'n werknemer in subklousule (1)(a) bedoel en 78 werkdade in die geval van 'n werknemer in subklousule (1)(b) bedoel: Met dien verstande voorts dat siekteverlof in elke sodanige tydkring toegestaan word in die eerste plek uit die getal dae verskuldig ingevolge subklousule (1), en siekteverlof uit beskikbare opgelope siekteverlof toegestaan word slegs nadat al sodanige dae geneem is.
- (4) By die toepassing van hierdie klousule—
- (a) word die uitdrukking "diens" geag te omvat—
    - (i) enige tydperk wat 'n werknemer afwesig is—
      - (aa) met verlof ingevolge klousule 6;
      - (ab) op las of versoek van sy of haar werkgever;
      - (ac) met siekteverlof ingevolge subklousule (1) of as gevolg van ongeskiktheid in die omstandighede uiteengesit in paragraaf (b);
      - (ad) met die toestemming of kondonering van sy of haar werkgever;
      - (ae) met deernisverlof ingevolge klousule 8;
      - (af) om enige ander rede wat nie teenstrydig is met die dienskontrak nie,
- en wat in enige jaar altesaam hoogstens 15 weke beloop, of, waar siekteverlof ingevolge subklousule (3) opgeloop het, 'n totaal in enige jaar van hoogstens 15 weke plus die tydperk van

set out in this clause, the payment to him or her of not less than in the aggregate the equivalent of his or her wage for any period of sick leave in terms of subclause (1);

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

## 8. COMPASSIONATE LEAVE

- (1) In the event of the death of a child, parent or spouse of an employee who has completed not less than six months of employment with his or her employer, the employee shall be entitled to leave of absence from work for a period not exceeding three days: Provided that an employee shall not be entitled to such leave for a period exceeding five days in any year of employment. The leave shall commence on the date of such death or on the working day immediately thereafter, as requested by the employee.
- (2) The employer shall pay an employee in respect of any leave taken in terms of subclause (1) an amount of not less than the wage the employee would have received had the leave not been taken.
- (3) An employer may, as a condition precedent to the payment of any amount claimed by an employee in terms of this clause, require the employee to produce written proof of the death of the person concerned, in the form of a death certificate or burial order or declaration by a member of the clergy or such other proof as may be acceptable to the employer.
- (4) An employer shall pay any amount due to an employee in terms of subclause (2) on the first pay-day following the production of the proof referred to in subclause (3) or, if the employer has waived such proof, on the first pay-day after the employee's return to work.
- (5) For the purposes of this clause the expression—
  - (a) “*child*” shall include an adopted child, a person duly placed under the guardianship of the employee or the latter's spouse, and a person who was raised by and was wholly dependent on the employee or the latter's spouse;
  - (b) “*parent*” shall include a foster-parent or guardian as contemplated in paragraph (a), and a person by whom the employee was raised and on whom the latter was wholly dependent;
  - (c) “*employment*” shall have the meaning assigned thereto in clause 6(8)(b).
- (6) **Savings:** (a) This clause shall not apply to an employee whose annual leave on full pay exceeds the period prescribed in clause 6(1) by at least one week.  
(b) For the purposes of this subclause “*week*” means five working days in the case of an employee who normally works on not more than five days in a week, and six working days in the case of an employee who normally works on more than five days in a week.

## 9. PAID HOLIDAYS AND SUNDAYS

- (1) **Compensation for work on a paid holiday:** (a) Whenever an employee does not work on a paid holiday and such day falls on a day which otherwise is an ordinary work-day for the employee, his or her employer shall pay him or her in respect of that day an amount equal to at least his or her daily wage.  
(b) Whenever an employee works on a paid holiday, his or her employer shall pay him or her in respect of that day an amount equal to at least his or her daily wage, plus—
  - (i) an amount calculated at a rate of not less than the employee's hourly wage in respect of the total period worked by him or her on such holiday, or an amount equal to at least his or her daily wage, whichever is the greater; or
  - (ii) an amount calculated at a rate of not less than one third of the employee's hourly wage in respect of the total period worked by him or her on that day, and grant to him or her within seven days of such day, one day's leave and pay him or her in respect of such leave an amount of not less than his or her daily wage.
- (c) Notwithstanding the definition of “*paid holiday*” in clause 2 an employee and his or her employer may agree to exchange any paid holiday for any other ordinary work-day: Provided that the work-day so exchanged shall for the purposes of this subclause and subclause (5) be deemed to be a paid holiday.
- (2) **Compensation for work on a Sunday:** (a) Whenever an employee, other than a casual employee or an



opgelope siekteverlof wat ingevolge daardie subklousule verskuldig is, tot 'n maksimum van sewe weke; en

- (ii) enige tydperk wat 'n werknemer afwesig is vir militêre diens: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van een sodanige diens- of opleidingstydperk as diens te eis nie;
- (iii) enige tydperk van diens deur 'n werknemer by dieselfde werkgever gelewer onmiddellik voor die datum waarop hierdie vasstelling bindend geword het, en alle siekteverlof wat met volle betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, word geag ingevolge hierdie vasstelling verleen te gewees het;

(b) beteken “ongeskiktheid” onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte ten opsigte waarvan vergoeding kragtens die Wet op Vergoeding vir Beroepsbeserings en -siekte, 1993 (Wet No. 130 van 1993), betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

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

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

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

## 8. DEERNISVERLOF

(1) In die geval van die dood van 'n kind, ouer of gade van 'n werknemer wat minstens ses maande diens by sy of haar werkgever voltooi het, is die werknemer geregtig op 'n tydperk van hoogstens drie dae verlof tot afwesigheid van sy of haar werk: Met dien verstande dat 'n werknemer in enige jaar diens nie op 'n tydperk van meer as vyf dae sodanige verlof geregtig is nie. Die verlof neem 'n aanvang op die datum van sodanige dood of op die werkdag onmiddellik daarna, soos deur die werknemer versoek.

(2) Die werkgever moet 'n werknemer ten opsigte van enige verlof ingevolge subklousule (1) geneem, 'n bedrag betaal van minstens die loon wat die werknemer sou ontvang het as die verlof nie geneem was nie.

(3) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis, van die werknemer vereis om van die dood van die betrokke persoon skriftelike bewys voor te lê in die vorm van 'n doodsertifikaat of 'n begrafnisorder of 'n verklaring van 'n lid van die geestelike of enige ander bewys wat vir die werkgever aanneemlik is.

(4) 'n Werkgever moet enige bedrag wat ingevolge subklousule (2) aan 'n werknemer verskuldig is, op die eerste betaaldag wat volg op die voorlegging van die bewys bedoel in subklousule (3) betaal of, indien die werkgever van sodanige bewys afgesien het, op die eerste betaaldag nadat die werknemer na sy of haar werk teruggekeer het.

(5) By die toepassing van hierdie klousule—

(a) omvat die uitdrukking “kind” 'n aangenome kind, 'n persoon wat behoorlik onder die voogdyskap van die werknemer of laasgenoemde se gade geplaas is, en 'n persoon wat grootgemaak is deur en volkome afhanklik was van die werknemer of laasgenoemde se gade;

(b) omvat die uitdrukking “ouer” 'n pleegouer of voog soos beoog in paragraaf (a), en 'n persoon deur wie die werknemer grootgemaak is en van wie laasgenoemde volkome afhanklik was;

(c) het die uitdrukking “diens” die betekenis wat in klousule 6(8)(b) daaraan toegewys is.

(6) **Voorbehoudsbepalings:** (a) Hierdie klousule is nie van toepassing nie op 'n werknemer wie se jaarlikse verlof met volle besoldiging die tydperk voorgeskryf by klousule 6(1) met minstens een week oorskry.

(b) By die toepassing van hierdie subklousule beteken “week” vyf werkdade in die geval van 'n werknemer wat gewoonlik op hoogstens vyf dae in 'n week werk, en ses werkdade in die geval van 'n werknemer wat gewoonlik op meer as vyf dae in 'n week werk.



- employee referred to in clause 5(1)(d)(ii), works on a Sunday and that day is also a paid holiday, his or her employer shall compensate him or her for such work on the basis set out in subclause (1)(b).
- (b) Whenever an employee, other than a casual employee or an employee referred to in clause 5(1)(d)(ii), works on a Sunday which is not also a paid holiday, his or her employer shall pay him or her—
- (i) if he or she so works for not more than four hours, an amount equal to at least his or her daily wage; or
  - (ii) if he or she so works for longer than four hours, an amount calculated at a rate of not less double his or her hourly wage in respect of the total period worked by him or her on such Sunday, or an amount of not less than double his or her daily wage, whichever is the greater, or
  - (iii) an amount calculated at a rate of not less than one and a third times his or her hourly wage in respect of the total period worked by him or her on such Sunday and grant to him or her, within seven days of such Sunday, one day's leave and pay him or her in respect of such leave an amount of not less than his or her daily wage.
- (3) Whenever an employee works for a period which falls—
- (a) partly on a paid holiday and partly on a Sunday; or
  - (b) partly on a paid holiday and partly on an ordinary work-day; or
  - (c) partly on a Sunday and partly on an ordinary work-day,
- such employee shall for the purposes of this clause be deemed to have worked the whole period on the day on which the major portion of such work period falls.
- (4) **Compensation to a casual employee for work on a Sunday:** Whenever a casual employee works on a Sunday, his or her employer shall pay him or her in respect of the total period worked by him or her on such day an amount calculated at a rate of not less than double the hourly wage prescribed for, or double the lowest hourly wage actually being paid to an employee in the same area who performs for him or her the same class of work as the casual employee is required to do, whichever is the greater amount: Provided that where the employer requires a casual employee—
- (a) to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "*hourly wage*" shall mean the hourly wage for a qualified employee of that class as calculated in terms of clause 3(4);
  - (b) to work for less than four hours on such day, the employee shall be deemed to have worked for four hours.
- (5) **Payment:** The remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to him or her not later than the pay-day immediately after the day in respect of which such remuneration is payable. A casual employee shall be remunerated as set out in clause 4(2).
- (6) **Savings:** This clause, except subclause (1), shall not apply to an employee referred to in clause 5(9)(a)(i).

## 10. PIECE-WORK AND COMMISSION WORK

- (1) **Piece-work:** (a) An employer may in accordance with an agreement concluded with his or her employee, introduce any piece-work system and, save as provided in clause 4(6), pay an employee who is employed on such piece-work system, remuneration at not less than the wage prescribed in clause 3(1) for an employee of his or her class and experience, plus the rates applicable under such system: Provided that, irrespective of the quantity of that work done, the employer shall pay in the case of a casual employee in respect of each day on which piece-work is performed, not less than the amount which the employer would have been required to pay such employee for that day had he or she been remunerated on the basis of time worked.
- (b) An employer shall keep posted up in a conspicuous place in his or her establishment a schedule reflecting the wage and rates referred to in paragraph (a) together with the conditions under which the piece-work system is operated, or he or she may in lieu thereof supply every employee engaged on piece-work with a letter setting out the said particulars.
- (c) An employer shall not require or permit an employee to undertake any work for him or her solely on the basis of the quantity of work done. Any amount payable to an employee for piece-work in

**9. BETAALDE VAKANSIEDAE EN SONDAE**

- (1) **Vergoeding vir werk op 'n betaalde vakansiedag:** (a) Wanneer 'n werknemer nie op 'n betaalde vakansiedag werk nie, en so 'n dag val op 'n dag wat andersins 'n gewone werkdag is, moet sy of haar werkgever hom of haar vir daardie dag 'n bedrag van minstens sy of haar dagloon betaal.
- (b) Wanneer 'n werknemer op 'n betaalde vakansiedag werk, moet sy of haar werkgever hom of haar ten opsigte van daardie dag 'n bedrag van minstens sy of haar dagloon betaal, plus—
- (i) 'n bedrag bereken teen minstens die werknemer se loon ten opsigte van die totale tydperk deur hom of haar op so 'n vakansiedag gewerk, of 'n bedrag van minstens sy of haar dagloon, en wel die bedrag wat die grootste is; of
- (ii) 'n bedrag bereken teen minstens een derde van die werknemer se uurloon vir die totale tydperk deur hom of haar op so 'n dag gewerk, en hom of haar binne sewe dae na so 'n dag een dag verlof verleen en hom of haar ten opsigte daarvan minstens sy of haar dagloon betaal.
- (c) Ondanks die woordskrywing van "*betaalde vakansiedag*" in klousule 2 mag 'n werknemer en sy of haar werkgever ooreenkom om enige betaalde vakansiedag uit te ruil vir enige ander gewone werkdag: Met dien verstande dat die werkdag aldus uitgeruil by die toepassing van hierdie subklousule en subklousule (5) geag word 'n betaalde vakansiedag te wees.
- (2) **Vergoeding vir werk op 'n Sondag:** (a) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer bedoel in klousule 5(1)(d)(ii), op 'n Sondag werk, en die dag is ook 'n betaalde vakansiedag, moet sy of haar werkgever hom of haar betaal soos uiteengesit in subklousule (1)(b).
- (b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer bedoel in klousule 5(1)(d)(ii), werk op 'n Sondag wat nie ook 'n betaalde vakansiedag is nie, moet sy of haar werkgever hom of haar—
- (i) indien hy of sy aldus vir 'n tydperk van hoogstens vier uur werk, minstens 'n bedrag gelyk aan sy of haar dagloon betaal;
- (ii) indien hy of sy aldus vir 'n tydperk van meer as vier uur werk, teen minstens dubbel sy of haar uurloon ten opsigte van die hele tydperk wat hy of sy op sodanige Sondag werk, of minstens dubbel sy of haar dagloon, betaal, en wel die bedrag wat die grootste is; óf
- (iii) teen minstens een en 'n derde maal sy of haar uurloon betaal ten opsigte van die hele tydperk wat hy of sy op sodanige Sondag werk, en hom of haar binne sewe dae na sodanige Sondag een dag verlof verleen en hom of haar ten opsigte daarvan minstens sy of haar dagloon betaal.
- (3) Wanneer 'n werknemer 'n tydperk werk wat—
- (a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of
- (b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val; of
- (c) gedeeltelik op 'n Sondag en gedeeltelik op 'n gewone werkdag val,
- word sodanige werknemer by die toepassing van hierdie klousule geag op die dag te gewerk het waarop die grootste gedeelte van sodanige werktidperk val.
- (4) **Vergoeding aan 'n los werknemer vir werk op 'n Sondag:** Wanneer 'n los werknemer op 'n Sondag werk, moet sy of haar werkgever hom of haar ten opsigte van die totale tydperk wat hy of sy op sodanige dag gewerk het, 'n bedrag betaal, bereken teen minstens dubbel die uurloon voorgeskryf vir, of dubbel die laagste uurloon wat werklik betaal word aan, 'n werknemer in dieselfde gebied wat dieselfde klas werk vir hom of haar verrig as wat van die los werknemer verwag word, watter ook al die grootste bedrag is: Met dien verstande dat indien die werkgever van 'n los werknemer verwag om—
- (a) werk te verrig van 'n klas werknemer vir wie lone op 'n glyskaal voorgeskryf is, die uitdrukking "*uurloon*" beteken die uurloon vir 'n gekwalifiseerde werknemer van daardie klas soos bereken ingevolge klousule 3(4);
- (b) minder as vier ure op sodanige dag te werk, die werknemer geag word vier ure te gewerk het.
- (5) **Betaling:** Die besoldiging ingevolge hierdie klousule betaalbaar aan 'n werknemer, uitgesonderd 'n los werknemer, moet nie later nie as die betaaldag onmiddellik na die dag ten opsigte waarvan sodanige besoldiging betaalbaar geword het, aan hom of haar betaal word. 'n Los werknemer moet soos uiteengesit in klousule 4(2) besoldig word.

terms of paragraph (a) shall be aside from and in addition to his or her wage, which shall not be less than the wage prescribed in clause 3(1) for an employee of his or her class and experience.

- (d) The agreement referred to in paragraph (a) shall stipulate the manner in which the piece-work system may be terminated or altered.
- (2) **Commission work:** (a) An employee who by agreement with his or her employer undertakes commission work on a regular basis shall be supplied by the employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include—
  - (i) the wage payable to the employee, which shall not be less than the wage prescribed in clause 3(1) for an employee of his or her class and experience, the rate of the commission and the conditions of entitlement thereto;
  - (ii) the day of the week or month on which commission earned is due and payable;
  - (iii) the type, description, number, quantity or value of sales or orders (individual, weekly, monthly or otherwise) which the employer is from time to time prepared to accept;
  - (iv) the day of payment of commission earned by the employee before termination of the contract of employment: Provided that such day of payment shall be not later than the last work-day of the month succeeding the month during which employment was terminated;
  - (v) where applicable, the area in which the employee is required or permitted to work; and
  - (vi) directions for the termination of the agreement by the employer or the employee and any alterations to the terms of the agreement.
- (b) Save as provided in clause 4(6), the employer shall pay an employee at not less than the wage and rate of commission agreed upon between them.
- (c) The employee's wage and commission shall be paid on the day stipulated in the agreement referred to in paragraph (a), and the provisions of clause 4(1) shall not apply in respect of such payment.
- (d) An employer shall not require or permit an employee to undertake any work for him or her on the basis of commission only. Any amount payable to an employee as commission under an agreement entered into terms of paragraph (a) shall be aside from and in addition to the wage therein stipulated.

## 11. RATIO

- (1) **Alteration hand:** An employer shall not employ an unqualified alteration hand unless he or she has in his or her employ a qualified alteration hand, and for each qualified alteration hand employed he or she shall not employ more than one unqualified alteration hand.
- (2) **Sales assistant:** An employer shall not employ an unqualified sales assistant unless he or she has in his or her employ a qualified sales assistant, and for each qualified sales assistant or supervisor employed, he or she shall not employ more than one unqualified sales assistant.
- (3) **Shop assistant:** An employer shall not employ a shop assistant with less than two years' experience unless he or she has in his or her employ a shop assistant with at least two years' experience or a sales assistant or a supervisor, and for each shop assistant with at least two years' experience or sales assistant or supervisor employed he or she shall not employ more than one shop assistant with less than two years' experience.
- (4) **Clerical assistant:** An employer shall not employ a clerical assistant unless he or she has in his or her employ a clerk, despatch clerk, office cashier or storeman and for each such employee employed, he or she shall not employ more than one clerical assistant.
- (5) **Part-time employee:** (a) An employer shall not employ a part-time employee as a sales assistant unless he or she has at least one full-time sales assistant in his or her employ, and for each three or part of three full-time sales assistants in his or her employ he or she shall not employ more than two part-time employees as sales assistants.
- (b) An employer shall not employ a part-time employee as a shop assistant unless he or she has at least two full-time shop assistants or at least one full-time sales assistant in his or her employ, and for each three or part of three full-time shop assistants or full-time sales assistants, additional to the first three in his or her employ, he or she shall not employ more than two part-time employees as shop assistants.

- (6) **Voorbehoudsbepaling:** Hierdie klousule, behalwe subklousule (1), is nie van toepassing nie op 'n werknemer in klousule 5(9)(a)(i) genoem.

## 10. STUKWERK EN KOMMISSIEWERK

- (1) **Stukwerk:** (a) 'n Werkgewer kan in ooreenstemming met 'n ooreenkoms aangegaan met sy of haar werknemer 'n stukwerkstelsel invoer, en sodanige werkgewer moet, behoudens klousule 4(6), sy of haar werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen minstens die loon in klousule 3(1) vir 'n werknemer van dieselfde klas en ondervinding voorgeskryf, plus die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die werknemer minstens die bedrag moet betaal wat hy of sy so 'n werknemer vir daardie dag sou moes betaal het as hy of sy hom of haar 'n tydloon betaal het.
- (b) 'n Werkgewer moet 'n lys van die besoldiging in paragraaf (a) bedoel tesame met die voorwaardes waaronder die stukwerkstelsel bedryf word, op 'n opvallende plek in sy of haar bedryfsinrigting opgeplak hou of hy of sy kan in plaas daarvan alle werknemers wat stukwerk verrig, voorsien van 'n brief waarin genoemde besonderhede uiteengesit word.
- (c) 'n Werkgewer mag nie 'n werknemer verplig of toelaat om werk vir hom of haar uitsluitlik op stukwerkgrondslag te verrig nie. Enige bedrag aan 'n werknemer vir stukwerk ingevolge paragraaf (a) betaalbaar, is apart van en bykomend by sy of haar loon, wat nie minder mag wees nie as die voorgeskrewe loon ingevolge klousule 3(1) vir 'n werknemer van sy of haar klas en ondervinding.
- (d) Die ooreenkoms bedoel in paragraaf (a) moet die wyse stipuleer waarop die stukwerkstelsel beëindig of gewysig mag word.
- (2) **Kommissiewerk:** (a) 'n Werknemer wat volgens 'n ooreenkoms met sy of haar werkgewer kommissiewerk op 'n gereelde grondslag onderneem, moet, voordat sodanige werk begin, deur sy of haar werkgewer voorsien word van 'n ware afskrif van die ooreenkoms of 'n verklaring waarin die bepalinge van die ooreenkoms uiteengesit word, wat die volgende moet insluit:
- (i) Die loon aan die werknemer betaalbaar, wat nie minder mag wees nie as die loon voorgeskryf by klousule 3(1) vir 'n werknemer van dieselfde klas en ondervinding, die kommissietarief en die voorwaardes waarop hy of sy die reg daarop verkry;
- (ii) die dag van die week of maand waarop die kommissie wat verdien is, verskuldig en betaalbaar is;
- (iii) die tipe, beskrywing, getal, hoeveelheid of waarde van verkope of bestellings (individueel, weekliks, maandeliks of hoe ook al) wat die werkgewer van tyd tot tyd bereid is om te aanvaar;
- (iv) die dag waarop die kommissie wat die werknemer voor die beëindiging van die dienskontrak verdien het, betaal moet word: Met dien verstande dat sodanige betaaldag uiterlik die laaste werkdag moet wees van die maand wat volg op die maand waarin die diens beëindig is;
- (v) waar van toepassing, die gebied waarin daar van die werknemer vereis word of hy of sy toegelaat word om te werk; en
- (vi) voorskrifte vir die beëindiging van die ooreenkoms deur die werkgewer of werknemer en enige wysigings aan die bepalinge van die ooreenkoms.
- (b) Behoudens klousule 4(6), moet die werkgewer 'n werknemer betaal teen minstens die loon en kommissietarief waaroor hulle ooreengekom het.
- (c) Die werknemer se loon en kommissie is betaalbaar op die dag voorgeskryf in die ooreenkoms in paragraaf (a) bedoel, en die bepalinge van klousule 4(1) is nie ten opsigte van sodanige betaling van toepassing nie.
- (d) 'n Werkgewer mag nie van 'n werknemer vereis of hom of haar toelaat om werk vir hom of haar uitsluitlik op 'n kommissiegrondslag te onderneem nie. Enige bedrag betaalbaar aan 'n werknemer as kommissie ingevolge 'n ooreenkoms aangegaan ingevolge paragraaf (a) is apart van en bykomend by die loon daarby voorgeskryf.



- (c) An employer shall not employ a part-time employee as an alteration hand unless he or she has at least one full-time alteration hand in his or her employ, and for each three or part of three full-time alteration hands additional to the first three in his or her employ, he or she shall not employ more than two part-time alteration hands.
- (6) Subclauses (2) and (3) shall apply *mutatis mutandis* to part-time employees but such part-time employees shall not be reckoned in computing the number of full-time unqualified sales assistants or unqualified shop assistants who may be employed.
- (7) **Casual employee:** An employer shall not employ a casual employee unless he or she has in his or her employ a full-time or a part-time employee performing the same class of work as the casual employee would be required to do and for each such full-time or part-time employee in his or her employ, he or she shall not employ more than two casual employees at any one time.
- (8) For the purposes of this clause—
  - (a) an employer or a manager who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee in such class: Provided that an employer or a manager may not be so deemed in more than one establishment;
  - (b) the expression “sales assistant” shall be deemed to include a clerk, despatch clerk, displayer, office cashier and a storeman, and these five classes of employees shall be interchangeable with one another;
  - (c) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his or her class may be deemed to be a qualified employee in that class.
- (9) This clause shall—
  - (a) apply separately to each establishment of an employer;
  - (b) not apply to an employee while he or she is engaged on emergency work.
- (10) During the period 1 December to 31 December, inclusive, subclauses (1), (2), (3), (4), (5) and (7) shall not apply in respect of scholars or university students employed as unqualified employees.

## 12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

- (1) An employer shall supply free of charge and maintain in clean and good condition free of charge at least two overalls or washing coats per year to an employee who is directly engaged in the selling or handling of foodstuffs, confectionery or groceries not repacked in sealed containers.
- (2) An employer shall provide an employee who in the performance of his or her duties is regularly exposed to wet weather, free of charge with serviceable waterproof protection of 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 R3,20 per month.
- (3) An employer shall supply his or her commercial traveller's assistant free of charge with at least one serviceable dust coat per year.
- (4) An employer shall provide his or her general assistant, who scrubs or washes floors by hand, with serviceable kneepads free of charge.
- (5) An employer who requires an employee to wear any form of non-washable protective clothing such as waterproof capes, overalls or protective boots or aprons, shall supply and maintain such protective clothing in a clean and serviceable condition free of charge.
- (6) Save as provided in subclause (8), an employer who requires his or her employee to wear a uniform shall provide and launder or clean such uniform free of charge and maintain it in a proper condition, and such uniform shall remain the property of the employer.
- (7) Save as provided in subclause (8), an employer and an employee may agree that, in lieu of maintaining and laundering or cleaning any overall or washing coat referred to in subclause (1) or any uniform referred to in subclause (6), the employer shall pay to the employee, in addition to any other remuneration due to the employee, an allowance of not less than R1,80 per week per overall, washing coat or uniform for each week in respect of which he or she is required to wear the uniform in which event the employee shall be responsible for the maintenance, other than major repairs, and the laundering or cleaning of the overall, washing coat or uniform.

## 11. GETALSVIRHOUDING

- (1) **Versteller:** 'n Werkgewer mag nie 'n ongekwalifiseerde versteller in diens neem nie tensy hy of sy 'n gekwalifiseerde versteller in sy of haar diens het, en vir elke gekwalifiseerde versteller in sy of haar diens mag hy of sy hoogstens een ongekwalifiseerde versteller in diens neem.
- (2) **Verkoopsassistent:** 'n Werkgewer mag nie 'n ongekwalifiseerde verkoopsassistent in diens neem nie tensy hy of sy 'n gekwalifiseerde verkoopsassistent in sy of haar diens het en vir elke gekwalifiseerde verkoopsassistent of toesighouer in sy of haar diens mag hy of sy hoogstens een ongekwalifiseerde verkoopsassistent in diens neem.
- (3) **Winkelassistent:** 'n Werkgewer mag nie 'n winkelassistent met minder as twee jaar ondervinding in diens neem nie tensy hy of sy 'n winkelassistent met meer as twee jaar ondervinding of 'n verkoopsassistent of toesighouer in sy of haar diens het, en vir elke winkelassistent met meer as twee jaar ondervinding of verkoopsassistent of toesighouer in sy of haar diens mag hy of sy hoogstens een winkelassistent met minder as twee jaar ondervinding in diens neem.
- (4) **Klerklike assistent:** 'n Werkgewer mag nie 'n klerklike assistent in diens neem nie tensy hy of sy 'n klerk, versendingsklerk, kantoorkassier of magasynman in sy of haar diens het, en vir elke sodanige werknemer in sy of haar diens mag hy of sy hoogstens een klerklike assistent in diens neem.
- (5) **Deeltydse werknemer:** (a) 'n Werkgewer mag nie 'n deeltydse werknemer as verkoopsassistent in diens neem nie tensy hy of sy minstens een voltydse verkoopsassistent in sy of haar diens het, en vir elke drie of gedeelte van drie voltydse verkoopsassistenten in sy of haar diens mag hy of sy hoogstens twee deeltydse werknemers as verkoopsassistenten in diens neem.  
 (b) 'n Werkgewer mag nie 'n deeltydse werknemer as 'n winkelassistent in diens neem nie tensy hy of sy minstens twee voltydse winkelassistenten of minstens een voltydse verkoopsassistent in sy of haar diens het, en vir elke drie of gedeelte van drie voltydse winkelassistenten of voltydse verkoopsassistenten, benewens die eerste drie in sy of haar diens, mag hy of sy hoogstens twee deeltydse werknemers as winkelassistenten in diens neem.  
 (c) 'n Werkgewer mag nie 'n deeltydse werknemer as 'n versteller in diens neem nie tensy hy of sy minstens een voltydse versteller in sy of haar diens het, en vir elke drie of gedeelte van drie voltydse verstellers benewens die eerste drie in sy of haar diens mag hy of sy hoogstens twee deeltydse verstellers in diens neem.
- (6) Subklousules (2) en (3) is *mutatis mutandis* op deeltydse werknemers van toepassing, maar sodanige deeltydse werknemers word nie ingereken nie by die berekening van die getal voltydse ongekwalifiseerde verkoopsassistenten of ongekwalifiseerde winkelassistenten wat in diens geneem mag word.
- (7) **Los werknemer:** 'n Werkgewer mag nie 'n los werknemer in diens neem nie tensy hy of sy 'n voltydse of deeltydse werknemer in diens het wat dieselfde klas werk verrig as wat van die los werknemer vereis word, en vir elke sodanige voltydse of deeltydse werknemer mag hy of sy nie meer as twee los werknemers in diens neem nie.
- (8) By die toepassing van hierdie klousule—  
 (a) kan 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk van enige besondere klas werknemer verrig, as 'n gekwalifiseerde werknemer in so 'n klas geag word: Met dien verstande dat 'n werkgewer of 'n bestuurder nie in meer as een bedryfsinrigting aldus geag mag word nie;  
 (b) word die uitdrukking "verkoopsassistent" geag 'n klerk, versendingsklerk, uitstaller, kantoorkassier en magasynman in te sluit en kan hierdie vyf klasse werknemers onderling uitgeruil word;  
 (c) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon voorgeskryf vir 'n gekwalifiseerde werknemer van sy of haar klas, as 'n gekwalifiseerde werknemer in dié klas geag word.
- (9) Hierdie klousule is—  
 (a) afsonderlik op elke bedryfsinrigting van 'n werkgewer van toepassing;  
 (b) nie op 'n werknemer van toepassing terwyl hy of sy noodwerk verrig nie.
- (10) Gedurende die tydperk 1 Desember tot en met 31 Desember is subklousules (1), (2), (3), (4), (5) en (7) nie van toepassing nie op skoliere of universiteitstudente wat as ongekwalifiseerde werknemers in diens is.

- (8) (a) Subject to paragraph (b), an employer may offer to supply an employee with one or more specified outfits per annum on conditions not less favourable to the employee than the following:
- (i) The price to be paid by the employee for any such outfit shall not exceed the cost thereof to the employer;
  - (ii) the employer may require the employee to wear any such outfit at all times while on duty: Provided that if only one outfit has been supplied, this requirement shall not apply while the outfit is being cleaned or repaired;
  - (iii) the employer shall not prohibit the employee from wearing any such outfit when off duty;
  - (iv) the employer shall permit the employee to pay for each such outfit supplied by means of at least four equal monthly deductions from the employee's remuneration: Provided that the employer may, in the event of the termination of the contract of employment before the full amount due by the employee for any such outfit has been paid, deduct the balance due to him or her in one sum from any remuneration due to the employee at such termination.
- (b) The offer referred to in paragraph (a) shall be in writing and shall set out the conditions thereof, and unless the employee to whom it is made has accepted the offer in writing within seven days after receiving it, the employee shall be deemed to have rejected the offer.
- (c) After the written acceptance by an employee of an offer made in terms of paragraphs (a) and (b), any such outfit shall, on delivery thereof to the employee, become the property of the latter, who shall be responsible for the cleaning and maintenance in good order and proper condition of the outfit.
- (d) Subclauses (6) and (7) shall not apply in respect of any such outfits supplied.
- (9) For the purposes of subclause (8), "*specified outfit*" or "*outfit*" shall mean any outer garment or garments (excluding shoes, caps, hats, stockings, aprons, overalls and washing coats) of a specified colour, shade, design or style or any combination of specified colours, shades, designs or styles.

### 13. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) An employer or an employee, other than a casual employee, who desires to terminate the contract of employment, shall give—
- (a) during the first four weeks of employment, not less than one work-day's notice;
  - (b) in the case of a weekly paid employee, one week's notice after the first four weeks of employment;
  - (c) in the case of a monthly paid employee, two weeks' notice after the first four weeks of employment;
- of the termination of the contract, which shall be in writing except when given by an employee who is unable to write, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than, in the case of—
- (i) one work-day's notice, the daily wage the employee is receiving at the time of such termination;
  - (ii) one week's notice, the weekly wage the employee is receiving at the time of such termination;
  - (iii) two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

Provided further that payment in lieu of notice shall not be permitted during the absence of an employee—



**12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE**

- (1) 'n Werkgewer moet minstens twee oorpakke of wasbare jasse per jaar kosteloos verskaf aan 'n werknemer wat regstreeks gemoeid is met die verkoop of hantering van voedsel, lekkergoed of kruideniersware wat nie vooraf in verseëlde houers verpak is nie, en moet sodanige oorpakke of jasse kosteloos skoon en in 'n goeie toestand hou.
- (2) 'n Werkgewer moet 'n werknemer wat by die uitvoering van sy of haar pligte gereeld aan die weer blootgestel is, kosteloos voorsien van diensbare waterdigte beskerming vir die kop en bene en 'n waterdigte mantel, en sodanige artikels bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer, in plaas van sodanige artikels te voorsien, aan sodanige werknemer, benewens enige ander besoldiging aan sodanige werknemer verskuldig, 'n toelae van minstens R3,20 per maand kan betaal.
- (3) 'n Werkgewer moet sy of haar handelsreisiger se assistent kosteloos van minstens een diensbare stofjas per jaar voorsien.
- (4) 'n Werkgewer moet sy of haar algemene assistent wat vloere met die hand skrop of was, kosteloos van diensbare kniekussings voorsien.
- (5) 'n Werkgewer wat van sy of haar werknemer vereis om enige vorm van nie-wasbare beskermende klere soos bv. waterdigte mantels, oorpakke of beskermende stewels of voorskote te dra, moet sodanige beskermende klere kosteloos verskaf en in 'n skoon en diensbare toestand hou.
- (6) Behoudens subklousule (8), moet 'n werkgewer wat van 'n werknemer vereis om 'n uniform te dra, sodanige uniform kosteloos verskaf en was en stryk of skoonmaak en dit in 'n behoorlike toestand hou, en sodanige uniform bly die eiendom van die werkgewer.
- (7) Behoudens subklousule (8), kan 'n werkgewer en 'n werknemer ooreenkom dat, in plaas van die versorging en was en stryk of skoonmaak van 'n oorpak of wasbare jas in subklousule (1) bedoel of 'n uniform in subklousule (6) bedoel, die werkgewer aan die werknemer, benewens enige ander besoldiging aan die werknemer verskuldig, 'n toelae van minstens R1,80 per week moet betaal per oorpak, wasbare jas of uniform vir elke week ten opsigte waarvan hy of sy die uniform moet dra, in welke geval die werknemer verantwoordelik is vir die versorging, uitgesonderd groot herstelwerk, en die was en stryk of skoonmaak van die oorpak, wasbare jas of uniform.
- (8) (a) Behoudens paragraaf (b), kan 'n werkgewer aanbied om 'n werknemer van een of meer bepaalde uitrustings per jaar te voorsien op voorwaardes wat vir die werknemer nie minder gunstig is nie as die volgende:
  - (i) Die prys wat die werknemer vir so 'n uitrusting moet betaal, mag nie hoër as die koste daarvan vir die werkgewer wees nie;
  - (ii) die werkgewer kan van die werknemer vereis om te alle tye wat hy of sy op diens is, so 'n uitrusting te dra: Met dien verstande dat indien slegs een uitrusting verskaf is, hierdie vereiste nie geld nie terwyl die uitrusting skoongemaak of herstel word;
  - (iii) die werkgewer mag die werknemer nie belet om so 'n uitrusting te dra wanneer hy of sy van diens af is nie;
  - (iv) die werkgewer moet die werknemer toelaat om vir elke sodanige uitrusting wat verskaf word, te betaal by wyse van minstens vier gelyke maandelikse aftrekkings van die werknemer se besoldiging: Met dien verstande dat die werkgewer, vir die geval dat die dienskontrak beëindig word voordat die volle bedrag deur die werknemer vir so 'n uitrusting verskuldig, betaal is, die saldo aan die werkgewer verskuldig, in een bedrag kan aftrek van enige besoldiging wat by sodanige beëindiging aan die werknemer verskuldig is.
- (b) Die aanbod in paragraaf (a) bedoel, moet skriftelik gedoen word en moet die voorwaardes daarvan bevat, en tensy die werknemer aan wie die aanbod gedoen word, binne sewe dae na ontvangs daarvan die aanbod skriftelik aanvaar, word die werknemer geag die aanbod van die hand te gewys het.
- (c) Nadat 'n werknemer 'n aanbod skriftelik aanvaar het wat ooreenkomstig paragrawe (a) en (b) gedoen is, word so 'n uitrusting by aflewering daarvan aan die werknemer die eiendom van laasgenoemde wat verantwoordelik is vir die skoonmaak van die uitrusting, asook dat dit in 'n goeie en behoorlike toestand gehou word.
- (d) Subklousules (6) en (7) is nie van toepassing nie ten opsigte van enige sodanige uitrustings wat verskaf word.



- (i) on leave in terms of clause 6, or on sick leave in terms of clause 7, or on compassionate leave in terms of clause 8, or owing to incapacity in the circumstances set out in clause 7(5)(a) or (b) amounting in the aggregate in any one year not to more than 15 weeks or, where sick leave has been accumulated in terms of clause 7(3), amounting in the aggregate in any one year to not more than 15 weeks plus the period of accumulated sick leave up to a maximum of seven weeks, due in terms of the latter clause;
  - (ii) on military service, except where an employee otherwise requests and his or her employer agrees thereto in writing.
- (2) Where an employee, who is being paid in lieu of notice in terms of subclause (1), would have become entitled to an increment in terms of clause 3 had he or she been given notice of termination of employment, his or her employer shall pay him or her in addition to all other amounts due to him or her the amount which would have accrued to him or her in respect of such increment, had he or she been given such notice and any amount due to the employee in respect of leave in terms of clause 6(6) shall be calculated at the wage he or she would have received on termination of employment had he or she been given such notice.
- (3) Where there is an agreement in terms of proviso (ab) to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.
- (4) The notice prescribed in subclause (1) shall be given on any work-day: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence—
  - (i) on leave in terms of clause 6, or on sick leave in terms of clause 7, or on compassionate leave in terms of clause 8, or owing to incapacity in the circumstances set out in clause 7(5)(a) or (b) amounting in the aggregate in any one year to not more than 15 weeks or, where sick leave has been accumulated in terms of clause 7(3), amounting in the aggregate in any one year to not more than 15 weeks plus the period of accumulated sick leave up to a maximum of seven weeks, due in terms of the latter clause;
  - (ii) on military service, except where an employee otherwise requests and his or her employer agrees thereto in writing.
- (5) Notwithstanding anything to the contrary contained in this determination, where an employee terminated his or her contract of employment by leaving his or her employment without having given and served the required period of notice or without paying his or her employer in lieu of notice, the employer may appropriate to himself or herself, from any moneys which he or she owes to such employee by virtue of any provisions of this determination, an amount of not more than that which such employee would have had to pay him or her in lieu of notice: Provided that this subclause shall not apply where the employer had waived the required period of notice or if in failing to give and serve the notice the employee was acting within his or her legal rights.

#### 14. CERTIFICATE OF SERVICE

Except where an employee deserts or where the employee is a casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service substantially in the following form, showing the full names of employer and of the employee, the class of the employee, the date of commencement and the date of termination of the contract and the wage of the employee on the date of such termination.

- (9) By die toepassing van subklousule (8) beteken "*bepaalde uitrusting*" of "*uitrusting*" enige buitekleedingstuk of -kledingstukke (uitgesonderd skoene, pette of musse, hoede, kouse, voorskote, oorpakke en wasbare jasse) van 'n bepaalde kleur, skakering, ontwerp of styl of enige kombinasie van bepaalde kleure, skakerings, ontwerpe of style.

### 13. BEËINDIGING VAN DIENSKONTRAK

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

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) in die geval van 'n weekliks besoldigde werknemer, een week na die eerste vier weke diens;
- (c) in die geval van 'n maandeliks besoldigde werknemer, twee weke na die eerste vier weke diens;

kennis van die beëindiging van die kontrak gee, en wel skriftelik behalwe wanneer kennis gegee word deur 'n werknemer wat nie kan skryf nie, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van aldus kennis te gee, die werknemer of die werkgewer, na gelang van die geval, soos volg te betaal: In die geval van—

- (i) een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) twee weke kennisgewing, minstens twee maal die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

- (aa) die reg van 'n werkgewer of 'n werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig, nie hierdeur geraak word nie;
- (ab) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat by hierdie klousule voorgeskryf word, nie hierdeur geraak word nie;
- (ac) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros, nie hierdeur geraak word nie;

Met dien verstande voorts dat betaling in plaas van kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid—

- (i) met verlof ingevolge klousule 6 of met siekteverlof ingevolge klousule 7 of met deernisverlof ingevolge klousule 8 of weens ongeskiktheid in die omstandighede in klousule 7(5)(a) of (b) uiteengesit, van altesaam hoogstens 15 weke gemiddeld in 'n jaar of, indien siekteverlof ingevolge klousule 7(3) opgeloop het, van altesaam hoogstens 15 weke gemiddeld in 'n jaar plus die tydperk opgelope siekteverlof tot 'n maksimum van sewe weke verskuldig ingevolge laasgenoemde klousule;
  - (ii) met militêre diens, tensy die werknemer andersins versoek en die werkgewer skriftelik daartoe instem.
- (2) Wanneer 'n werknemer wat ingevolge subklousule (1) betaling in plaas van kennisgewing ontvang, op 'n loonverhoging ingevolge klousule 3 geregtig sou geword het indien kennis van diensbeëindiging aan hom of haar gegee was, moet sy of haar werkgewer hom of haar, benewens alle ander bedrae aan hom of haar verskuldig, die bedrag betaal wat hom of haar ten opsigte van sodanige verhoging sou toegekom het indien sodanige kennis aan hom of haar gegee was, en enige bedrag wat ingevolge klousule 6(6) ten opsigte van verlof aan die werknemer verskuldig is, moet bereken word teen die loon wat hy of sy by diensbeëindiging sou ontvang het indien sodanige kennis aan hom of haar gegee was.
- (3) Indien daar 'n ooreenkoms ingevolge voorbehoudsbepaling (ab) van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

**CERTIFICATE OF SERVICE**

I .....  
 carrying on trade in the Commercial Distributive Trade at .....  
 hereby certify that ..... Identity No .....  
 was employed by me from the ..... day of ..... 19.....  
 to the ..... day of ..... 19.....  
 as (\*) .....  
 At the termination of employment the employee's wage was R .....  
 .....  
 Signature of employer or authorised representative  
 Date .....

\* State class in which employee was wholly or mainly engaged, e.g. clerk, general assistant.

**15. PROHIBITION OF EMPLOYMENT**

An employer shall not—

- (1) employ any person under the age of 15 years;
- (2) require or permit any female employee to work during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement;
- (3) require or permit an employee to work elsewhere during working hours than at the employer's establishment or at a place related to it or to its functions.

**16. LOG-BOOK**

- (1) An employer shall provide his or her driver or driver-salesman with a log-book as nearly as practicable in the following form:

**LOG-BOOK**

Name of employer .....  
 Name of driver/driver-salesman .....  
 Date .....  
 Registration number of vehicle .....  
 Time of starting work ..... : .....  
 Time of finishing work ..... : .....  
 Number of hours worked .....  
 Meal intervals from ..... : ..... to ..... : .....  
 Particulars of any accident or delay .....  
 .....  
 Name(s) of employee(s) accompanying driver/driver-salesman .....  
 .....  
 Signature of driver/driver-salesman  
 Date .....

- (4) Die kennisgewing by subklousule (1) voorgeskryf, mag op enige werkdag gegee word: Met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid—
- (i) met verlof ingevolge klousule 6 of met siekteverlof ingevolge klousule 7 of met deernisverlof ingevolge klousule 8 of weens ongeskiktheid in die omstandighede in klousule 7(5)(a) of (b) uiteengesit, wat in een jaar nie meer as 15 weke gemiddeld bedra nie of, waar siekteverlof opgeloopt het, in een jaar altesaam nie meer as 15 weke gemiddeld plus die tydperk opgeloopte siekteverlof tot 'n maksimum van sewe weke, verskuldig ingevolge daardie klousule bedra nie;
  - (ii) met militêre diens, tensy die werknemer andersins versoek en sy of haar werkgever skriftelik daartoe instem.
- (5) Ondanks andersluidende bepalings in hierdie vasstelling kan 'n werkgever, in die geval waar 'n werknemer sy of haar dienskontrak beëindig deur sy of haar diens te verlaat sonder om die vereiste tydperk kennis te gee en sonder om die vereiste kennisgewingstermyn uit te dien of sonder om sy of haar werkgever te betaal in plaas van kennis te gee, uit enige geld wat hy of sy sodanige werknemer uit hoofde van enige bepalings van hierdie vasstelling skuld, homself of haarself 'n bedrag toe-eien van hoogstens dié wat sodanige werknemer hom of haar sou moes betaal het in plaas van kennis te gee: Met dien verstande dat hierdie subklousule nie van toepassing is nie waar die werkgever van die vereiste kennisgewingstermyn afgesien het of indien die werknemer, deur te versuim om aldus kennis te gee en uit te dien, binne sy of haar regte opgetree het.

#### 14. DIENSSERTIFIKAAT

Behalwe waar 'n werknemer dros of waar die werknemer 'n los werknemer is, moet die werkgever by beëindiging van 'n dienskontrak die werknemer van 'n dienssertifikaat voorsien wat wesenlik onderstaande vorm het en waarin die volle name van die werkgever en van die werknemer, die klas van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die loon van die werknemer op die datum van sodanige beëindiging vermeld word.

#### DIENSSERTIFIKAAT

Ek .....  
 wat in die *Kommersiële Distribusiebedryf* sake doen .....  
 sertifiseer hierby dat .....  
 identiteitsnommer ....., in my diens was van die ..... dag van ..... 19....  
 tot die ..... dag van ..... 19.... as (\*) .....  
 By die diensbeëindiging was hierdie werknemer se loon R .....  
 .....  
 Handtekening van werkgever of gemagtigde verteenwoordiger  
 Datum .....

\* Meld die klas waarin die werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, algemene assistent.

#### 15. VERBOD OP INDIENSNEMING

'n Werkgever mag nie—

- (1) iemand onder die leeftyd van 15 jaar in diens neem nie;
- (2) van 'n vroulike werknemer vereis of haar toelaat om gedurende die tydperk wat vier weke voor die verwagte datum van haar bevalling begin en agt weke na die datum van haar bevalling eindig, te werk nie;
- (3) van 'n werknemer vereis of hom of haar toelaat om gedurende werkure op 'n ander plek te werk nie as by die bedryfsinrigting van die werkgever of op 'n plek wat daarmee of met die werksaamhede daarvan in verband staan.



## ATTENDANCE REGISTER

..... Name of employee ..... Class of employee .....

| Date and day of the week |             | Entries to be made by employee |                    |    |     |    |                        |                 |    |                       |           | Remarks (if any) |                                                                                     |              |
|--------------------------|-------------|--------------------------------|--------------------|----|-----|----|------------------------|-----------------|----|-----------------------|-----------|------------------|-------------------------------------------------------------------------------------|--------------|
| Year .....               | Month ..... | Time of commencing work        | Intervals off work |    |     |    | Time of finishing work | Overtime worked |    | Total number of hours | Signature | By employee      | By employer, if employee was absent. Reasons for absence (to be signed by employer) | By Inspector |
| Date                     | Day of week |                                | Off                | On | Off | On |                        | Off             | On |                       |           |                  |                                                                                     |              |
| 1                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 2                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 3                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 4                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 5                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 6                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 7                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 8                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 9                        |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 10                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 11                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 12                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 13                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 14                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 15                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 16                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 17                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 18                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 19                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 20                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 21                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 22                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 23                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 24                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 25                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 26                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 27                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 28                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 29                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 30                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |
| 31                       |             |                                |                    |    |     |    |                        |                 |    |                       |           |                  |                                                                                     |              |

Note: Under heading "Off" and "On" in column referring to "Intervals off work" insert time when interval commences and time when work is resumed. An employee is deemed to be at work for any interval in his or her work if the employee is not permitted to leave the establishment for the whole of the interval.

BYWONINGSREGISTER

Naam van werknemer

Klas van werknemer

| Datum en dag van week |              | Inskrywing moet deur werknemer gemaak word |     |    |     |     |                     |     |    |     |     | Opmerkings (as daar is)       |               |    |                         |          |              |                |                                                                                                    |                 |
|-----------------------|--------------|--------------------------------------------|-----|----|-----|-----|---------------------|-----|----|-----|-----|-------------------------------|---------------|----|-------------------------|----------|--------------|----------------|----------------------------------------------------------------------------------------------------|-----------------|
| Jaar .....            | Maand .....  | Tyd waarop werk begin word                 |     |    |     |     | Pouses van diens af |     |    |     |     | Tyd waarop werk beëindig word | Oortyd gewerk |    | Totale getal ure gewerk |          | Handtekening | Deur werknemer | Deur werkgever as werknemer afwesig is. Rede vir afwesigheid (moet deur werkgever onderteken word) | Deur inspekteur |
| Datum                 | Dag van week | Af                                         | Aan | Af | Aan | Aan | Af                  | Aan | Af | Aan | Aan | Af                            | Aan           | Af | Aan                     | Elke dag | Elke week    |                |                                                                                                    |                 |
| 1                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 2                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 3                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 4                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 5                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 6                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 7                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 8                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 9                     |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 10                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 11                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 12                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 13                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 14                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 15                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 16                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 17                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 18                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 19                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 20                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 21                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 22                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 23                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 24                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 25                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 26                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 27                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 28                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 29                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 30                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |
| 31                    |              |                                            |     |    |     |     |                     |     |    |     |     |                               |               |    |                         |          |              |                |                                                                                                    |                 |

Nota: Onder opskrif "Aan" en "Af" in kolom: "Pouses van diens af", vul in tyd wanneer pouse begin en tyd wanneer werk hervat word. 'n Werknemer word geag by die werk te wees vir enige pouse in sy of haar werk indien dit die werknemer nie vrystaan om die bedryfsinrigting vir die hele pouse te verlaat nie.

- (2) An employer may, instead of an attendance register, provide an electronic or a semi-automatic time recorder together with the necessary cards of paper, which shall be as nearly as practicable in the following form, and supply to each employee such a card or paper indicating the name or number of the employee and the date of termination of the week in respect of which it is to be used:

|                       |    |                          |    |     |       |
|-----------------------|----|--------------------------|----|-----|-------|
| No. ....              |    | Name of employee.....    |    |     |       |
| His or her class..... |    | Week ended..... 19 ..... |    |     |       |
| Day                   | In | Out                      | In | Out | Total |
| Sunday .....          |    |                          |    |     |       |
| Monday.....           |    |                          |    |     |       |
| Tuesday .....         |    |                          |    |     |       |
| Wednesday.....        |    |                          |    |     |       |
| Thursday.....         |    |                          |    |     |       |
| Friday.....           |    |                          |    |     |       |
| Saturday .....        |    |                          |    |     |       |

- (3) Unless prevented from doing so by unavoidable cause, an employee shall in respect of each day worked by him or her and on that day—
- (a) record in ink or indelible pencil in the attendance register referred to in subclause (1):
- The day of the week;
  - the time he or she commenced work;
  - the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
  - the time of finishing work for the day;
  - the time of commencement and termination of overtime worked for the day;
  - the total number of hours worked for the day; and
  - his or her signature;
- (b) in an establishment where an electronic or a semi-automatic time recorder is provided, make an entry by means of such recorder on a card a paper supplied in terms of subclause (2) to show the following:
- The time he or she commenced work;
  - the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
  - the time of finishing work for the day.
- (4) An employer shall retain the attendance register referred to in subclause (1) or the cards or paper referred to subclause (2) as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.
- (5) This clause shall not apply to—
- an employee who is excluded from the hours of work provisions by virtue of clause 5(9)(a);
  - a driver, a driver-salesman and an employee accompanying such driver or driver-salesman.

(In terms of section 18 of the Wage Act, 1957, the Wage Determination in the above Schedule Supersedes Wage Determination 455 published under Government Notice R.2101 of 21 October 1988 as amended, by Government Notice R.892 of 26 April 1991 and R.1887 of 4 November 1994.)

- (2) 'n Werkgewer kan in plaas van 'n bywoningsregister 'n elektroniese of 'n halfoutomatiese tydregistreerder verskaf, tesame met die nodige kaarte of papier, wat so ver doenlik onderstaande vorm moet hê, en moet aan elke werknemer sodanige kaart of papier verskaf waarop die naam of nommer van die werknemer en die datum van die einde van die week ten opsigte waarvan die kaart of papier gebruik moet word, aangedui word.

|                       |                          |     |    |     |          |
|-----------------------|--------------------------|-----|----|-----|----------|
| No.....               | Naam van werknemer ..... |     |    |     |          |
| Sy of haar klas ..... | Week geëindig.....       |     |    |     | 19 ..... |
| Dag                   | In                       | Uit | In | Uit | Totaal   |
| Sondag .....          |                          |     |    |     |          |
| Maandag .....         |                          |     |    |     |          |
| Dinsdag .....         |                          |     |    |     |          |
| Woensdag .....        |                          |     |    |     |          |
| Donderdag .....       |                          |     |    |     |          |
| Vrydag .....          |                          |     |    |     |          |
| Saterdag .....        |                          |     |    |     |          |

- (3) Tensy hy of sy deur 'n onvermydelike oorsaak verhinder word om aldus te doen, moet 'n werknemer ten opsigte van elke dag wat hy of sy gewerk het en wel op daardie dag—

(a) in 'n bywoningsregister in subklousule (1) bedoel, met ink of inktlood die volgende aanteken:

- (i) Die dag van die week;
- (ii) die tyd waarop hy of sy begin werk het;
- (iii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het;
- (iv) die tyd waarop sy of haar werk vir die dag beëindig is;
- (v) die tyd waarop oortyd wat hy of sy op die dag gewerk het, begin het en beëindig is;
- (vi) die totale getal ure wat hy of sy op die dag gewerk het; en
- (vii) sy of haar handtekening;

(b) in 'n bedryfsinrigting waarin 'n elektroniese of 'n halfoutomatiese tydregistreerder verskaf word, inskrywings deur middel van sodanige registreerder maak op 'n kaart of papier wat ingevolge subklousule (2) verskaf word en wat die volgende moet toon:

- (i) Die tyd waarop hy of sy begin werk het;
- (ii) die tyd waarop alle etens- of ander pouses wat nie as gewone werkure gereken word nie, begin en geëindig het; en
- (iii) die tyd waarop sy of haar werk vir die dag beëindig is.

- (4) 'n Werkgewer moet die bywoningsregister in subklousule (1) bedoel, of die kaarte of papier in subklousule (2) bedoel, na gelang van die geval, bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

- (5) Hierdie klousule is nie van toepassing nie op—

- (a) 'n werknewer wat ingevolge klousule 5(9)(a) van die werkurebepalings uitgesluit is;
- (b) 'n drywer, 'n drywer-verkoopsman en 'n werknemer wat sodanige drywer of drywer-verkoopsman vergesel.

(Kragtens artikel 18 van die Loonwet, 1957, vervang die Loonvasstelling in die bostaande Bylae Loonvasstelling 455 gepubliseer by Goewermentskennisgewing R.2101 van 21 Oktober 1988, soos gewysig by Goewermentskennisgewing R.892 van 26 April 1991 en R.1887 van 4 November 1994.)



