

**RESEARCH, LEGISLATION & LABOUR
STANDARDS DIVISION**

**DISTRIBUTIVE
TRADES**

REMUNERATION ORDER

REGULATIONS 2004



THE INDUSTRIAL RELATIONS ACT

REGULATIONS MADE BY THE MINISTER UNDER SECTION 96 OF THE INDUSTRIAL RELATIONS ACT.

GN No. 172 of 2004 Effective as from 01.10.2004

(GN No. 132 of 1983 - 01.12.1982 - 197/83, 134/90, 216/91, 177/97, 123/98, 112/99, 151/2000, 118/01, 167/02, 156/03, 143/04)

Previous: [GN No 92 of 1963, 98/64, 87/66, Reprint 4/75, 102/75, 134/75, 161/75, 152/76, 240/77, 56/79, 148/81, 261/81]

1. These regulations may be cited as the **Distributive Trades (Remuneration Order) Regulations 2004.**

2. In these regulations -

"accounts clerk" means an employee who performs one or more of the following duties -

- (a) receiving cash, cheques and credit-card payments and checking them against sales documents;
- (b) effecting bank deposits and withdrawals;
- (c) making entries in accounting and book-keeping records;
- (d) preparing wage packets and wage sheets;
- (e) preparing, checking and reconciling accounts;
- (f) preparing and monitoring budgets and estimates;
- (g) assisting in the annual and periodic stock-taking;

"attendant" means an employee who performs work involving physical effort but no particular skill, including cleaning, but excluding the duties assigned to a vehicle assistant;

"cashier" means an employee who performs one or more of the following duties -

- (a) operating a cash register;
- (b) receiving and verifying cash, cheques and credit-card payments;
- (c) issuing receipts;
- (d) holding cash or any other medium of payment;
- (e) keeping records and reconciling accounts;

"check-out operator" means a cashier employed in a supermarket;

"cleaner" means an employee employed in a filling station for the purpose of cleaning, washing and polishing motor vehicles and cleaning the premises of the station or performing any other similar work;

"clerk" means an employee who performs one or more of the following duties -

- (a) maintaining and updating records and accounts;
- (b) making entries for data processing;
- (c) filing documents;
- (d) undertaking other routine administrative works; and
- (e) does not include an employee who performs the duties of a receptionist/telephonist, a correspondence clerk or a word processing operator;

"cold room" means a room designed mainly for the storage of foodstuffs at a temperature not higher than -15°C;

"cold room attendant" means an employee who is required to work inside a cold room and who is wholly or mainly engaged in the handling, loading, unloading, storing, packing and weighing of foodstuffs;

"commercial traveller" means an employee who personally calls upon customers for the following purposes -

- (a) opening accounts;
- (b) providing information about products;
- (c) selling goods and providing related services; and
- (d) collecting payments;

"continuous employment" means the employment of an employee under an agreement or under more than one agreement where the interval between one agreement and the next does not exceed 28 days;

"correspondence clerk" means an employee engaged mainly in writing correspondence and performing any other work in connection therewith;

"customs clerk" means an employee who -

- (a) has a general knowledge of customs procedure; and
- (b) gives assistance to a marine broker in the supervision of the removal of goods from Customs to the employer's warehouse, in attending surveys and making reports to the employer, and in any other work in connection therewith;

"distributive trades" includes wholesale or retail trading in grocery, fruits, vegetables, meat, provisions, slaughtering, milk distribution, bread and flour confectionery, drapery, outfitting, footwear, bespoke and ready-made tailoring, furnishing and allied trades, bookselling, stationery, pharmacy, electrical and electronic goods, appliances, components and spare parts, software, motor vehicles or bicycles and their spare parts, jewellery, fertilizers, gunny bags, leather and leather goods, empty bottles, scrap metal, soft drinks, alcoholic drinks, oil for lighting purposes and denatured spirits, tobacco, petroleum products, gas, motor oil and spirit, timber, hardware, Shipchandling;

"driver grade I" means a driver, other than a tanker driver, who drives a vehicle of 10 tons or more;

"driver grade II" means a driver, other than a tanker driver, who drives a vehicle of 5 tons or more but less than 10 tons;

"driver grade III" means a driver who drives a vehicle of less than 5 tons;

"earnings" includes -

- (a) basic wages;
- (b) wages for work done in excess of a normal day's work or on a public holiday;
- (c) remuneration paid under paragraphs 4, 8(1), 9 and 10(1)(a), (2) and (4) of the Second Schedule; and
- (d) any productivity payment;

"employé de rayon" means an employee in a supermarket who –

- (a) moves goods from the storage area to the the sales area;
- (b) places goods on display and maintains their set arrangement on the shelves;
- (c) cleans and fills shelves;
- (d) affixes price labels; and
- (e) attends to customers' queries;

"employee" -

- (a) means any person employed under a contract of service of any duration in the distributive trades; and
- (b) does not include any person
 - (i) governed by any other Remuneration Order; or
 - (ii) employed by any parastatal body or local authority;

"filling station assistant" means an employee in a filling station who is required to perform a combination of the duties of cleaner, lubricator and pump attendant, or any 2 of them;

"lubricator" means an employee who is employed in a filling station for lubricating motor vehicles and performing other work in connection therewith;

"meat / fish packer" means an employee in a supermarket who is required to sell meat or fish or both and to perform one or more of the following duties -

- (a) placing and displaying fresh meat or fish or both on stalls or display compartments;
- (b) cutting, weighing and packing fresh meat or fish, or both, and sticking price labels thereon;
- (c) cleaning of worktables and shelves; and
- (d) does not include a cold room attendant;

"pesticide" has the same meaning as in the Pesticides Control Act and includes herbicide, insecticide and fungicide;

"pesticides handler" -

- (a) means an employee who is engaged wholly or mainly in the weighing, bottling and packing of pesticides; and
- (b) does not include an employee who is exclusively engaged in the delivery of packed or bottled pesticides;

"pharmacy technician" means a pharmacy technician employee registered under the Pharmacy Act who dispenses pharmaceutical products or assists a pharmacist or an assistant pharmacist in the dispensing of pharmaceutical products;

“productivity payment”-

- (a) means all sums of money, by whatever name called, paid to any employee in respect of any work performed by him, in addition to the basic wages agreed upon between him and his employer, and related to productivity;
- (b) does not include payment of attendance bonus equivalent to a maximum of 10% of the employee's basic wages, commission, meal allowance, transport allowance or any other allowance or payment not related to productivity;

"pump attendant" means an employee employed in a filling station for the purpose of selling or serving petroleum products, gas, gas cylinders and parking coupons, and performing any other work in connection therewith;

"receptionist / telephonist" means an employee who performs one or more of the following duties -

- (a) operating a telephone switchboard;
- (b) dealing with telephone enquiries;
- (c) receiving and passing on telephone messages;
- (d) greeting callers or customers and attending to their queries;
- (e) supplying information to callers and directing them to persons called upon;
- (f) keeping records of callers and messages;
- (g) performing minor clerical and word processing duties;

"salesperson" means an employee who personally visits customers for the purpose of selling goods;

“sales demonstrator” means a person who performs the following duties on the shop's premises -

- (a) directing and assisting customers;
- (b) providing information about the functions, characteristics and mode of use of products on sale;
- (c) demonstrating the functioning and operation of products; and
- (d) processing sales invoices and arranging for delivery of products;

"shop" means any premises where any wholesale or retail trade or business is carried out;

"shop assistant" means an employee who is wholly or mainly employed in serving customers, receiving of orders, dispatching of goods and in attending to work in connection therewith on the shop's premises;

"short term contract" means a contract of employment of less than 12 months;

"storekeeper" means an employee who is responsible for the procurement, receipt, custody, issue, and keeping records of goods in a store;

"supermarket" means a large self-service shop of an area of at least 400 m²;

"tanker driver" means an employee who drives lorry-tankers specially designed for transporting bulk petroleum products or gas or both;

"tanker driver's assistant" means an employee who accompanies a tanker driver for the purpose of performing one or more of the following duties -

- (a) loading and unloading of petroleum products or gas or both onto or from the lorry-tanker;
- (b) carrying out minor tasks related to the maintenance and good running of the lorry-tanker;
- (c) assisting the tanker driver in manoeuvring the lorry tanker;

"vehicle assistant" means an employee who is wholly or mainly engaged in accompanying the driver of a vehicle and who performs one or more of the following duties -

- (a) loading and unloading materials carried in the vehicle;
- (b) ensuring the safety of any cargo carried by the vehicle;
- (c) carrying out minor tasks related to the maintenance and good running of the vehicle;
- (d) assisting the driver in manoeuvring the vehicle;

"watchman" means an employee who -

- (a) is wholly or mainly engaged in keeping watch over premises and property;
- (b) makes such periodic inspection tours and records such entries as may be required; and
- (c) performs such duties as may be incidental to his main duty;

"word processing operator" means an employee who performs one or more of the following duties -

- (a) typing and collating letters, memoranda and other scripts according to given instructions;
- (b) doing word processing and simple data processing tasks;
- (c) operating fax and e-mail services.

- 3 (1) Subject to this regulation and to regulation 5, an employee shall be -
 - (a) remunerated at the rates specified in the First Schedule; and
 - (b) governed by the conditions of employment specified in the Second Schedule.
 - (2) The rates specified in the First Schedule include the additional remuneration payable under the Additional Remuneration Act.
 - (3) Where a scale of wages applies to an employee, he shall be entitled to -
 - (a) the initial wages prescribed in the scale which applies to him; and
 - (b) one increment in respect of every period of 12 consecutive months of service he reckons with his employer in the category in which he is employed.
 - (4) Where an employee is called upon to replace an employee drawing a higher remuneration, he shall be paid the remuneration applicable to that other employee.
 - (5) (a) Where, during his hours of work, a watchman is also required to perform the duties of a pump attendant, he shall be paid an allowance of 35 rupees per day.
(b) Where, during his hours of work, a pump attendant is also required to perform the duties of a watchman, he shall be paid an allowance of 35 rupees per day.
4. An agreement by an employee to relinquish any of his rights under these regulations shall be void.
 5. Nothing in these regulations shall -
 - (a) prevent an employer from paying an employee remuneration at a rate higher than that specified in the First Schedule or from providing him with conditions of employment more favourable than those specified in the Second Schedule;
 - (b) authorise an employer to reduce an employee's remuneration or to alter his conditions of employment so as to make them less favourable.
 6. These regulations shall be deemed to have come into operation on 1 October 2004.
 7. The Distributive Trades (Remuneration Order) Regulations 1983 are revoked.

Made by the Minister on 09 October 2004.

SECOND SCHEDULE

(regulation 3)

1. Normal working hours

- (1) The normal working week for every employee, other than a watchman, shall consist of 45 hours of work.
- (2) A normal working day shall, excluding time allowed for meal and tea breaks, consist of 8 hours on any 5 days of the week and 5 hours on one other day of the week.
- (3) Every employee, other than a watchman, shall be entitled on every working day, to -
 - (a) a meal break of one hour to be taken not earlier than 3 hours and not later than 5 hours after the starting time; and
 - (b) 2 tea breaks of 15 minutes each, the first to be taken not earlier than 2 hours before the meal break and the second not later than 2 hours after the meal break.
- (3A) Except where his services are required in special circumstances, every employee, other than a watchman, shall be entitled to a rest day in each working week, and the rest day shall at least twice a month be a Sunday.
- (3B) No employee, other than a watchman, shall be required to work for more than 12 hours per day.
- (4)
 - (a) A normal working day for a watchman shall consist of 12 hours.
 - (b) Where a watchman is required to work on every day of a month he shall be entitled to 3 days' leave without pay during the month, one of the days being a Sunday.

2. Extra work

- (1) Subject to paragraph 4, where an employee, other than a watchman -
 - (a) works on a public holiday or on a weekly rest day, he shall be remunerated -
 - (i) for the first 8 hours, at twice the basic rate; and
 - (ii) thereafter at three times the basic rate;
 - (b) performs more than a normal day's work on any other day, he shall be remunerated at one and a half times the basic rate.
- (2) Subject to paragraph 4, where a watchman -
 - (a) works on a public holiday, he shall be remunerated.-
 - (i) for the first 12 hours, at twice the basic rate;
 - (ii) thereafter, at three times the basic rate;
 - (b) performs more than a normal day's work on any other day, he shall be remunerated at one and a half times the basic rate.
- (3)
 - (a) Subject to sub subparagraph (b), where an employee is required to perform extra work immediately after a normal day's work, he shall be granted a rest-period of

15 minutes after the normal day's work at a time to be agreed between the employer and the employee;

- (b) The rest period under sub subparagraph (a) shall not be deemed as falling within working hours.

3. Notional calculation of basic rate

For the purpose of determining remuneration due for extra work or for any other reason -

- (a) a month shall be deemed to consist of 26 days;
- (b) a day shall be deemed to consist of -
 - (i) 12 hours in the case of a watchman;
 - (ii) 8 hours in every other case.

4. Extra remuneration for public holidays

- (1) Where an employee, other than a monthly paid employee has remained in continuous employment with the same employer for 12 consecutive months, he shall be entitled, in every following period of 12 months, to a normal day's wages in respect of every public holiday, other than a Sunday, on which he is not required to work, that occurs while he remains in the continuous employment of the employer.
- (2) Where an employee specified in subparagraph (1) is called upon to work on a public holiday, other than a Sunday, he shall be paid at the end of the next pay period, in addition to the normal day's pay provided under subparagraph (1) any remuneration due under paragraph 2.
- (3) Where a monthly paid employee is called upon to work on a public holiday, other than a Sunday, he shall be paid at the end of the next pay period, in addition to his normal wage, any remuneration due under paragraph 2.

5. Meal allowance

- (1) Where, after a normal day's work, an employee is required to perform extra work -
 - (i) up to at least 19.00 hours; or
 - (ii) for a period of at least 2 hours and extending to at least 18.00 hours,
he shall, in addition to any remuneration due under paragraph 2, be provided with an adequate free meal or a meal allowance of **Rs 35** per day.
- (2) Where a meal allowance is provided under subparagraph (1), it shall be paid to the employee at such a time on the day he is required to perform the extra work as to allow him to purchase and consume the meal before completing the said extra work.

6. Payment of remuneration

- (1) Every employee shall be paid his wages during working hours -
 - (a) in the case of a monthly paid employee, not later than the second working day in the following month;
 - (b) in any other case, not later than the last working day of the week.
- (2) Every employer shall, at the time of paying the wages of an employee, issue to him a payslip stating -
 - (a) the employee's name, National Identity Card number, category, grade and rates of pay;
 - (b) the total number of days on which he was present at work;
 - (c) the number of hours of extra work performed by him and the corresponding extra payment;
 - (d) each item of allowance including any productivity payment;
 - (e) his total wages; and
 - (f) every deduction made and the reason thereof.

7. Joint liability

Where an employer employs a job contractor, both shall be jointly and severally liable for the remuneration and conditions of employment, including the safety, health and welfare of their employees.

8. Annual leave

- (1) Subject to subparagraph (2), where an employee has remained in continuous employment with the same employer for 12 consecutive months, he shall, for each subsequent period of 12 months while he remains in the continuous employment of the employer, be entitled to 17 working days' leave on full pay.
- (2)
 - (a) Subject to sub subparagraph (b), 8 days of the leave may be taken consecutively provided the employee has given reasonable notice to his employer;
 - (b) the remaining days' leave shall be taken at such time as the employer and the employee may agree or, in default of agreement, at such time as the employer shall determine.
- (3)
 - (a) Subject to sub subparagraph (b), where an employee, other than an employee referred to at subparagraph (1), has completed an aggregate period of employment of not less than 12 months over a period of not more than 2 years with the same employer, he shall be entitled to one day's annual leave for each subsequent month of service during the next 12 months, so long as the lapse of time between any 2 consecutive contracts does not exceed 1 year;

- (b) the leave shall be taken at such time as the employer and the employee may agree or, in default of agreement, at such time as the employer shall determine.
- (4) The employer shall not ,without reasonable cause, withhold the granting of leave under subparagraph (2)(a) and subparagraph (3)(a).
- (5) Subject to subparagraph (6), where an employee has not taken or been granted all the leave to which he is entitled under subparagraphs (1) or (3) he shall be paid a normal day's pay in respect of each day's annual leave still due at the end of the periods specified in those subparagraphs.
- (6) Subparagraph (5) shall not apply where an employee is dismissed for misconduct.

9. Sick leave

- (1) Subject to subparagraph (3), where an employee has remained in continuous employment with the same employer for 12 consecutive months, he shall, during each subsequent period of 12 months while he remains in the continuous employment of the employer be entitled to -
 - (a) 21 days' sick leave on full pay; and
 - (b) a further period of 15 days on half pay in respect of any time which is -
 - (i) wholly spent in a hospital or clinic; or
 - (ii) certified by a medical practitioner of a hospital or clinic as necessary for the convalescence of the employee after having been discharge from the hospital or clinic.
- (2) Where an employee, other than an employee referred to at subparagraph (1), has completed an aggregate period of employment of not less than 12 months over a period of not more than 2 years with the same employer, he shall be entitled to one day's sick leave for each subsequent month of service during the next 12 months, so long as the lapse of time between any 2 consecutive contracts does not exceed 1 year;
- (3) (a) Where an employee absents himself on grounds of illness, he shall notify his employer on the first day of such absence unless he is genuinely unable to do so, in which case, he shall do so not later than on the second day of such absence.
(b) Where an employee is ill for more than four consecutive days, he shall, in addition to any notification required under sub subparagraph (a), send to his employer a medical certificate -
 - (i) where the employee was admitted to a hospital or clinic, within 3 days following his discharge;
 - (ii) in every other case, not later than on the fifth day of absence.
- (4) An employer may at his own expense and with the employee's consent, cause a medical practitioner to examine an employee who is absent owing to illness.

10. Maternity protection

- (1) Subject to subparagraph (3), where a female employee has remained in continuous employment with the same employer for 12 months immediately preceding her confinement, she shall, on production of a medical certificate, be entitled to -
 - (a) 12 weeks' leave on full pay to be taken –
 - (i) before and after confinement provided that at least 6 weeks' leave shall be taken immediately following the confinement; or
 - (ii) after confinement; and
 - (b) an allowance of **Rs. 2000** payable within 7 days of her confinement.
- (2) Where a female employee who has remained in continuous employment with the same employer for 12 months gives birth to a still-born child and the still-birth is duly certified by a medical practitioner, she shall be entitled, upon the advice of her medical practitioner, to opt for either 2 weeks' leave on full pay or 12 weeks' leave on full pay, the latter to be drawn from the 3 confinements provided for in subparagraph (3).
- (3) Where a female employee who has at any time had 3 confinements or reckons less than 12 months' continuous employment is pregnant, she shall not be entitled to the benefits specified in subparagraph (1)(b) but shall only be entitled to the leave specified in subparagraph (1)(a) or (2) as the case may be, without pay.
- (4) Where a female employee suffers a miscarriage which is duly certified by a medical practitioner, she shall be entitled to 2 weeks' leave on full pay, immediately after the miscarriage.
- (5) Every female employee who has entered the seventh month of pregnancy shall be offered, as far as is reasonably practicable and at her request, all appropriate facilities at work as recommended by her medical practitioner.
- (6) Subject to subparagraph (7), where a female employee is nursing her unweaned child, she may require her employer to allow her at such time as is convenient to her -
 - (a) a break of one hour daily or
 - (b) a break of half an hour twice daily, for the purpose of nursing her unweaned child.
- (7) The employer may require a break under subparagraph (6) to be taken immediately before or after a meal or tea break.
- (8) No break under subparagraph (6) shall be deducted from the number of hours of work of the employee.

11. End of year bonus

- (1) Every employee who has remained in continuous employment with the same employer for one year shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.
- (2) Every employee who -
 - (a) takes employment during the course of the year;
 - (b) is still in employment as at 31 December; and
 - (c) has performed a number of normal days' work equivalent to not less than 80 per cent of the working days during his employment in that year,shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.
- (3) Every employee who has been employed on one or more short term contracts during the course of the year, whether or not in employment as at 31 December, shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.
- (4) Seventy-five per cent of the expected bonus specified in subparagraphs (1), (2) and (3) shall be paid not later than 5 clear working days before 25 December and the balance not later than on the last working day of the same year.
- (5) For the purpose of this paragraph, a day on which an employee -
 - (a) was absent with his employer's authorisation;
 - (b) has reported for work but has not been offered work by his employer; or
 - (c) has absented himself on grounds of -
 - (i) illness after notification to his employer under paragraph 9(3);
 - (ii) injury arising out of and in the course of employment;shall be reckoned as a working day.

12. Transport benefits and facilities

- (1) Where the distance between an employee's residence and his place of work exceeds 3 kilometres, his employer shall either provide him with free transport to and from his place of work or pay to him the equivalent of the return bus fare.
- (2) Subject to subparagraph (3), where the distance between an employee's residence and his place of work exceeds 3 kilometres and where the employee attends work by his own means of transport, he shall be entitled to an allowance equivalent to the corresponding return bus fare.
- (3) Where an employee is required by his employer to attend or cease work at any time when no public bus service is available, the employer shall, irrespective of the distance between the place of residence and the place of work, provide appropriate free means of transport -
 - (a) from the employee's residence to his place of work or

- (b) from the employee's place of work to his residence, such transport being provided from, or up to, the nearest practicable place from the employee's residence.
- (4) Where an employer provides transport for his employees, it shall be properly fitted with well-secured seating and back-rest facilities.

13. Uniforms and protective equipment

- (1) Subject to subparagraph (3) an employer shall in every year, not later than 31 May, provide -
 - (a) 2 sets of uniform, one raincoat and 2 pairs of boots or steel-capped shoes or both to every cleaner, filling station assistant, lubricator and pump attendant;
 - (b) 2 white overalls and one pair of shoes to every pharmacy technician and shop assistant working in the pharmaceutical trade;
 - (c) 2 sets of uniform and one pair of shoes to every other employee; and
 - (d) 2 pairs of woollen gloves, 2 pairs of woollen stockings and one pair of boots to every cold room attendant.
- (2)
 - (a) The employer shall provide the uniforms and protective equipment referred to in subparagraph (1) to the employee when the employee first assumes duty, and thereafter as specified in subparagraph (1);
 - (b) an employee shall be entitled to the re-issue to him of the uniforms and protective equipment on 31 May as specified in subparagraph (1) where he has assumed duty within a period of 6 months prior to that date.
- (3) An employer shall not cause an employee to enter a cold room unless the employer provides the employee, at the time he enters the cold room, with a padded overall and a padded hood specially designed to protect a human body from the cold.
- (4) The uniforms and protective equipment provided under subparagraph (1) shall remain the property of the employer.
- (5) Notwithstanding the provision of any uniform or protective equipment under subparagraph (1), the employer shall comply with the other provisions of the Occupational, Safety, Health and Welfare Act and the Pesticides Control Act.

14. Cold room

- (1) An employer shall not require an employee to remain inside a cold room for a continuous period exceeding 30 minutes.
- (2) Where an employee has remained in a cold room for a continuous period of 30 minutes, he shall not be required to enter a cold room within the next 30 minutes.

15. Overseas leave

- (1) Every employer shall grant to every employee, reckoning continuous employment with him for a period of at least 15 years, one overseas leave of at least two months to be spent wholly abroad.
- (2) At least one month of the leave specified in subparagraph (1) shall be with pay, such pay being effected in advance and at least 7 days before the employee proceeds abroad.
- (3) Such overseas leave shall be deemed to constitute attendance at work.

16. Compensation

Every employee shall be entitled to a compensation of one day's wage for each completed month of service where –

- (a) he has worked for the same employer for more than one month;
- (b) his service is terminated before the expiry of 12 months for any cause other than misconduct or his short term contract has come to an end; and
- (c) his attendance has averaged not less than 20 days per month during his employment.

17. Gratuity on retirement before 60 on medical grounds

- (1) Where an employee who has been in continuous employment with the same employer for not less than 10 years retires before the age of 60 on the ground of permanent incapacity to perform his work and such incapacity is duly certified by a Government Medical Practitioner, the employer shall pay a gratuity to him.
- (2) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and shall be calculated on the basis of 15 days' basic wages per year of service irrespective of any benefits the employee may be entitled to under the National Pensions Act.
- (3) For the purposes of subparagraph (2) –
 - (a) the employee's years of service shall be computed as from the first day of the period during which he has been in continuous employment with the same employer up to his last day of employment;
 - (b) "basic wages" means the employee's last drawn basic wages.

18. Death grant

- (1) Where an employee who has been in continuous employment with the same employer for not less than 12 consecutive months dies, the employer shall pay the sum of **Rs 3,500** to -
 - (a) his spouse; or
 - (b) if he leaves no spouse, the person who satisfies the employer that he has borne the funeral expenses.
- (2) For the purpose of subparagraph (1), "**spouse**" means the person with whom the deceased employee had contracted a civil or religious marriage and with whom he was living under a common roof at the time of his death.

19. Gratuity at death

- (1) Where an employee who has been in continuous employment with the same employer for not less than 10 years dies, his employer shall pay a gratuity in the manner specified in subparagraph (2).
- (2) The gratuity specified in subparagraph (1) shall be paid -
 - (a) in a lump sum and calculated on the basis of 15 days' basic wages per year of service;
 - (b) to the spouse of the deceased employee or, where he leaves no spouse, in equal proportions to his dependants; and
 - (c) irrespective of any benefits the spouse or dependants of the deceased employee may be entitled to under the National Pensions Act.
- (3) For the purpose of subparagraph (2) -
 - (a) the employee's years of service shall be computed as from the first day of the period during which he has been in continuous employment with the same employer up to his last day of employment;
 - (b) "basic wages" means the employee's last drawn basic wages;
 - (c) "**spouse**" means the person with whom the employee had contracted a civil or religious marriage and with whom he was living under a common roof at the time of his death; and
 - (d) "**dependant**" means any person who was living in the deceased employee's household and was wholly or partly dependent on his earnings at the time of his death.
