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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 69.]

[13 Januarie 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

KOMMERSIELE DISTRIBUSIEBEDRYF.
KIMBERLEY.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kommersiële Distribusiebedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms uitgesonderd dié vervat in klousules 1, 2, 4 (2) (b) (vi), 15 en 18, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Kimberley; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 (2) (b) (vi), 12, 15 en 18, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied van Kimberley *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
 Minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 69.]

[13 January 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

COMMERCIAL DISTRIBUTIVE TRADE,
KIMBERLEY.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Commercial Distributive Trade, shall be binding from the second Monday after the date of publication of this notice and from the period ending five years from the said second Monday upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1, 2, 4 (2) (b) (vi), 15 and 18, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Municipal Area of Kimberley; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Municipal Area of Kimberley and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday the provisions of the Agreement, excluding those contained in clauses 1, 2, 4 (2) (b) (vi), 12, 15 and 18, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
 Minister of Labour.

BYLAE.

**NYWERHEIDSRAAD VIR DIE KOMMERSIËLE
DISTRIBUSIEBEDRYF, KIMBERLEY.**

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Kimberley Commercial Employers' Association

(hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Kimberley Shop Assistants', Warehousemen's and Clerks'
Association

(hieronder die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Kommersiële Distribusiebedryf, Kimberley.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Kimberley nagekom word deur alle werkgewers en werknemers in die Kommersiële Distribusiebedryf, wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir vyf jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; waar daar melding van 'n wet of 'n ordonnansie gemaak word, word ook alle wysigings van sodanige wet of ordonnansie bedoel en, tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; en voorts, tensy onbestaanbaar met die sinsverband, beteken—

"volwassene" 'n persoon wat 18 jaar oud en ouer is;

"monteur" 'n werknemer, uitgesonderd 'n fietsmonteur of 'n assistent-fietsmonteur, wat werktuigkundige of elektriese toestelle of apparaat of samestellende dele daarvan geheel en al of gedeeltelik uit reeds gemaakte dele inmeekaarsit vir verkoopdoeleindes;

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

- Kinderwaentjies, stootkarretjies, skopfiets, trekwaentjies, trapkarretjies of soortgelyke wielvoertuigies of speelgoed wat met die hand of die voet aangedryf word, inmeekaarsit waar sodanige inmeekaarsitwerk nie meebring dat presisielaars, kettings of opgeboude wiele gestel of speke gestel of aangetrek moet word nie; of
- onder algemene toesig, die pligte van 'n fietsmonteur uitvoer, uitgesonderd die sporing van fietswiele, die finale stel van 'n gemonteerde fiets, die stel van presisielaars, kettings of opgeboude wiele of die stel en aantrek van speke;

"Wet" die Wet op Nywerheidsversoening, 1956;

"verstelwerker" 'n werknemer wat kledingstukke en/of handelsware verstel of vernieu;

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

- Fietse of samestellende dele daarvan in hul geheel of gedeeltelik uit reeds gemaakte dele inmeekaarsit;
- fietswiele spoor of finale stelwerk aan 'n gemonteerde fiets verrig;
- presisielaars, kettings of opgeboude wiele stel of speke stel en aantrek;

en vir die doel van hierdie omskrywing en dié van "assistent-fietsmonteur" beteken die woord "fiets", sonder om die gewone betekenis daarvan enigerwyse te beperk, ook 'n drie-wiel en 'n afleweringskar met drie wiele en ook 'n kinderwaentjie, stootkarretjie, skopfiets, trekwaentjie, trapkarretjie en enige ander soortgelyke wielvoertuig of speelgoed wat met die hand of die voet aangedryf word;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en ook 'n kassier en 'n telefonis;

"Raad" die Nywerheidsraad vir die Kommersiële Distribusiebedryf, Kimberley;

"Kommersiële Distribusiebedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om 'n winkel te dryf, met inbegrip van die klerklike, administratiewe, aflewerings- en alle ander werksaamhede wat in verband staan met of voortvloei uit sodanige bedryf en wat deur sodanige werkgewers en hul werknemers verrig word;

SCHEDULE.

**COMMERCIAL DISTRIBUTIVE TRADE INDUSTRIAL
COUNCIL, KIMBERLEY.**

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Kimberley Commercial Employers' Association

(hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

Kimberley Shop Assistants', Warehousemen's and Clerks'
Association

(hereinafter referred to as "the employees" or the "trade union"), of the other part,

being the parties to the Commercial Distributive Trade Industrial Council, Kimberley.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Kimberley by all employers and employees in the Commercial Distributive Trade who are members of the employers' organisation and the trade union respectively.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such a date as may be specified by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for five years or for such period as may be determined by him.

3. DEFINITIONS.

Any expression used in this Agreement, which is defined in the Act, shall have the same meaning as in that Act; any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance and, unless the contrary intention appears, words importing the masculine gender shall include females, and further, unless inconsistent with the context—

"adult" means a person of the age of 18 years and over;

"assembler" means an employee, other than a bicycle assembler or an assistant bicycle assembler, who is engaged in assembling mechanical or electrical devices or appliances or any component parts thereof in whole or in part from ready made parts for the purpose of sale;

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

- Assembling perambulators, go-carts, scooters, express wagons, pedal cars or any similar wheeled vehicle or toy propelled by hand or foot, where such assembling does not involve the adjustment of precision bearings, chains or built up wheels or the setting or tightening of spokes; or
- performing under general supervision, any of the duties of a bicycle assembler, other than the truing of bicycle wheels, the final adjustment of an assembled bicycle, the adjustment of precision bearings, chains or built up wheels or the setting and tightening of spokes;

"Act" means the Industrial Conciliation Act, 1956;

"alteration hand" means an employee who is engaged in altering or renovating any article of wearing apparel and/or merchandise;

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

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

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

"clerical employee" means an employee who is engaged in writing, typing, filing or any other form of clerical work and includes a cashier and a telephone operator;

"Council" means the Commercial Distributive Trade Industrial Council, Kimberley;

"Commercial Distributive Trade" means the trade in which employers and employees are associated for the purpose of conducting the business of a shop, including clerical, administrative, delivery and all other operations incidental thereto or consequent thereon carried on by such employers and their employees;

"aptekershulp" 'n werknemer wat werksaam is ooreenkomstig 'n vakleerlingkontrak wat aangegaan en geregistreer is ooreenkomstig die reëls wat kragtigens artikel vier-en-negentig (2) (i) van Wet No. 13 van 1928 opgestel is en wat van tyd tot tyd van krag is, of 'n werknemer wat ingevolge daardie Wet as 'n apteker of 'n drogis geregistreer is;

"kleremaker" 'n werknemer wat kledingstukke vir vrouens of kinders maak;

"versendingsklerk" 'n werknemer wat goedere in of van 'n voorraadkamer of pakhuis of van afdelings ontvang en/of nagaan vir versending;

"bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en vir die doel van hierdie woordomskrywing omvat "n motorvoertuig bestuur" ook alle tydperke wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die motorvoertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly en gereed te wees om te bestuur;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee werksaamhede in die Kommersiële Distribusiebedryf verrig word;

"ondervinding"—

(a) in verband met 'n winklassistent, die totale tydperk of tydperke diens wat 'n werknemer as 'n winklassistent gehad het;

(b) in verband met 'n klerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk gehad het;

(c) in verband met 'n bestellingopmaker, die totale tydperk of tydperke diens wat 'n werknemer as 'n bestellingopmaker gehad het;

"uurloon" die weekloon gedeel, in die geval van werknemers vir wie lone in klousule 4 (a), (b), (c), (d) en (e) van die Ooreenkoms voorgeskryf word, deur 45, en in die geval van werknemers vir wie lone in klousule 4 (f), (g) en (h) voorgeskryf word, deur 46, en vir die doel van hierdie omskrywing beteken "weekloon" in verband met 'n werknemer in 'n beroep waarvoor 'n maandloon in die Ooreenkoms voorgeskryf word, sodanige maandloon gedeel deur vier en een-derde;

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

Posseëls op briewe, pakkette of ander artikels plak met die doel om dit te pos, of 'n handfrankeermasjien gebruik;

gedrukte of reeds geadresseerde etikette op bottels, bale, dose of ander pakke aanbring;

dose of dergelike houers van riffel- of veselbord met die hand inmeekaarsit of uitmeekaarhaal;

hulp op afleweringvoertuie verleen;

afvalmetaal opbreek;

goedere dra, beweeg, opstapel of uitpak;

wiele omruil of lekplekke in bande herstel;

persele of voertuie, diere, meubels, gerei, masjinerie, implemente, gereedskap of ander artikels op sy werkgewer se perseel skoonmaak;

vis skoonmaak, skraap, sny of in mote verdeel;

pluimvee skoonmaak of pluk;

kontant in die geval van K.B.A.-verkope invorder of skriftelike bestelling aanneem;

in verband met goedere wat in die bedryfsinrigting verkoop word, papier, monsters, linoleum, gordynstange, ogiesdraad, draad of ander artikels of handelsware met die hand sny;

briewe, boodskappe of goedere te voet of deur middel van 'n fiets, driewieler of ander hand- of voetaangedrewe voertuig aflewer;

bottels of ander houers met voorrade vul;

diere-voer;

posstukke vou of in koeverte plaas;

eiers volgens grootte gradeer;

voertuie op- of afflaai;

vure maak of in stand hou of afval of as verwyder;

tee of soortgelyke drankte berei vir of opdis aan werknemers of sy werkgewer en gaste;

bale, dose of ander pakke met die hand merk of sjabloneer;

afvallood smelt;

sakke of sakkies met die hand herstel;

bestanddele van diere- of pluimveevoer wat vooraf geweeë of waarvan die hoeveelhede vooraf op 'n ander manier bepaal is, met die hand meng;

voertuie, uitgesonderd motorvoertuie, olie en smeer;

deure of vensters of bale, dose of ander pakke oop- of toemaak;

'n goederchysbak of -hyser bedien;

goedere wat eenders in grootte en getal is, in houers verpak wat spesiaal ontwerp is om sodanige artikels te bevat, of artikels of gespesifiseerde groepe artikels verpak in houers wat spesiaal ontwerp is om sodanige artikels of groepe artikels te bevat, of artikels in oop houers verpak vir plaaslike aflewering;

artikels vir verkoop of uitstalling pers of stryk;

leë sakke, bottels of houers sorteer;

pakke of pakkette sorteer of pakkette toedraai;

diere versorg, inspan of uitspan;

"chemist assistant" means an employee employed under a contract of apprenticeship entered into and registered in accordance with rules framed under section ninety-four (2) (i) of Act No. 13 of 1928, and in force from time to time, or an employee who is registered as a chemist or druggist under that Act;

"dressmaker" means an employee who is engaged in making any article of women's or children's wearing apparel;

"despatch clerk" means an employee who receives and/or checks goods into or from a store or warehouse or from departments for despatch;

"driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"establishment" means any premises in or in connection with which any functions are conducted in the Commercial Distributive Trade;

"experience" means—

(a) in relation to a shop assistant the total period or periods of employment which an employee has had as a shop assistant;

(b) in relation to a clerical employee, the total period or periods of employment which an employee has had as a clerical employee;

(c) in relation to an ordermaker, the total period or periods of employment which an employee has had as an ordermaker;

"hourly wage" means the weekly wage in respect of the employees for whom wages are prescribed under clause 4 (a), (b), (c), (d) and (e) of the Agreement divided by 45, and in respect of the employees for whom wages are prescribed under clause 4 (f), (g) and (h) divided by 46, and for the purpose of this definition weekly wage in relation to an employee employed in an occupation for which a monthly wage is laid down in the Agreement means such monthly wage divided by four and one-third;

"labourer" means an employee who is engaged in any one or more of the following operations:—

Affixing postage stamps on letters, parcels or other articles for posting or using a manually operated franking machine;

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

assembling or dismantling by hand, corrugated or fibre board boxes or similar containers;

assisting on delivery vehicles;

breaking up scrap metal;

carrying, moving, stacking or unpacking goods;

changing wheels or repairing punctures;

cleaning premises or vehicles, animals, furniture, utensils, machinery, implements, tools or other articles on his employer's premises;

cleaning or plucking poultry;

cleaning, scaling, cutting or slicing fish;

collecting cash in the case of C.O.D. sales or accepting written orders;

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

delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand- or foot-propelled vehicle;

feeding animals;

filling bottles or other containers for stock;

folding or enveloping mail;

grading eggs according to size;

loading or unloading vehicles;

making or maintaining fires or removing refuse or ashes;

making tea or similar beverages for, or serving tea or similar beverages to employees or his employer and guests;

marking or stencilling bales, boxes or other packages by hand;

melting scrap lead;

mending bags or sacks by hand;

mixing previously weighed or otherwise determined ingredients of animal or poultry foods by hand;

oiling or greasing vehicles, other than motor vehicles;

opening or closing doors or windows or bales, boxes or other packages;

operating a goods lift or hoist;

packing articles of uniform size and number into containers specially designed to contain such articles, or packing articles or specified groups of articles into containers specially designed to contain such articles or groups of articles, or packing articles into open containers for local delivery;

pressing or ironing articles for sale or display;

sorting empty bags, bottles or containers;

sorting packages or parcels or wrapping up parcels; tending, harnessing or unharnessing animals;

rubber- of ander stempels gebruik wat geen oordeel verg nie;
 oorpakke, uniforms of beskermende klere was en/of herstel;
 goedere weeg op 'n skaal wat vooraf vir 'n bepaalde hoeveelheid gestel is;
 "hyserbediende" 'n werknemer wat 'n passasiershysbak bedien;
 "minderjarige" 'n persoon onder die leeftyd van 18 jaar;
 "bestuurder of bestuurderes" 'n werknemer wat toesig oor die werk van 'n winkel hou of dit beheer;
 "hoedemaker" 'n werknemer wat hoede maak, versier, verander of vernieu;
 "motorvoertuig" 'n kragaangedrewe voertuig wat vir die vervoer van persone of goedere gebruik word en ook 'n voorhaker, maar nie ook 'n mobiele hyser nie;
 "bestelman" 'n werknemer wat uitsluitlik of hoofsaaklik kleinhandelbestellings vir goedere of koopware buite die bedryfsinrigting van sy werkgever versamel of vra;
 "bestellingopmaker" 'n werknemer wat goedere bymekaarmaak in 'n gedeelte van 'n bedryfsinrigting waartoe klante geen toegang het nie en wic se pligte geen oordeel vereis by die keuse van goedere volgens gehalte of 'n klant se beskrywing nie; met dien verstande dat sodanige werknemer goedere mag weeg wanneer hy dit aldus bymekaarmaak en ook goedere mag verpak vir vervoer of aflewering vanuit 'n winkel en etikette, koeverte en pakke mag merk of adresseer. Vir die doel van hierdie omskrywing beteken die uitdrukking "goedere bymekaarmaak" die byeenbring van goedere volgens 'n skriftelike bestelling, opdrag of lys en ook die gee van skriftelike bevels aan 'n arbeider om sodanige goedere te gaan haal, te dra of op te stapel;
 "verpakker" 'n werknemer wat goedere verpak vir vervoer of aflewering vanuit 'n winkel, uitgesonderd die pakwerk soos bedoel in die omskrywing van "arbeider", en wat daarbenewens koeverte, etikette en pakke mag adresseer;
 "gekwalifiseerde manlike winkelassistent of klerk" 'n manlike winkelassistent of klerk met minstens vyf jaar ondervinding onderskeidelik as 'n winkelassistent of 'n klerk;
 "ongekwalifiseerde manlike winkelassistent of klerk" 'n manlike winkelassistent of klerk met minder as vyf jaar ondervinding onderskeidelik as 'n winkelassistent of 'n klerk;
 "gekwalifiseerde vroulike winkelassistent of klerk" 'n vroulike winkelassistent of klerk met minstens vyf jaar ondervinding onderskeidelik as 'n winkelassistent of 'n klerk;
 "ongekwalifiseerde vroulike winkelassistent of klerk" 'n vroulike winkelassistent of klerk met minder as vyf jaar ondervinding onderskeidelik as 'n winkelassistent of 'n klerk;
 "gekwalifiseerde bestellingopmaker" 'n bestellingopmaker met minstens twee jaar ondervinding as 'n bestellingopmaker;
 "ongekwalifiseerde bestellingopmaker" 'n bestellingopmaker met minder as twee jaar ondervinding as 'n bestellingopmaker;
 "salaris" die totale loon wat aan 'n werknemer betaal word;
 "winkel"—

- (a) 'n perseel of gedeelte van 'n perseel waartoe die publiek uitgenooi word met die doel om die goedere wat daarin of daarop vir verkoop uitgestal word, of goedere van die tipe wat aldus vir verkoop aangebied of uitgestal word, te koop;
- (b) 'n perseel of 'n gedeelte daarvan waarin of waaruit die goedere soos bedoel in paragraaf (a), gehou, uitgepak of verpak, afgelewer of versend word aan persone, soos bedoel in paragraaf (a), wat sodanige goedere koop;
- (c) 'n perseel waarin goedere in voorraad gehou of waaruit groothandelbestellings uitgevoer word vir die verskaffing van sodanige goedere aan klante vir herverkoop; of
- (d) 'n perseel waarin goedere in voorraad gehou word en waaruit kleinhandelbestellings vir die lewering van sodanige goedere uitgevoer word;

maar uitgesonderd 'n perseel of 'n gedeelte daarvan in die groothandel- of kleinhandelverleisbedryf, suiwelbedryf, vloei-bare olie- of brandstofbedryf, of 'n perseel of 'n gedeelte daarvan wat uitsluitlik gebruik word vir die verkoop van petrol, motorolie, buitebande van motors, motorvoertuie of bybehorens en/of -onderdele (hetsy nuut of gebruik) wat daarmee in verband staan, afgesien daarvan of sodanige verkoop geskied vanuit 'n perseel wat verbonde is aan 'n deel van 'n bedryfsinrigting waarin motorvoertuie inmeekaargesit of herstel word; of 'n perseel of 'n gedeelte daarvan waar goedere vervaardig word; of daardie gedeelte van 'n perseel wat uitsluitlik vir die bereiding en/of verbruik van kos en drank gebruik word; of 'n perseel of 'n gedeelte daarvan waarin of waaruit sterk drank verkoop, gehou of versend word;

"monsterjong" 'n werknemer wat 'n handelsreisiger op sy rondes vergesel en hom help om sy monsters in of uit te pak of uit te stal;
 "winkel- of vloeropsigter" 'n werknemer wat spesifiek belas is met die verantwoordelikheid om toesig te hou oor verkope, die veilige bewaring van voorrade en die dryf van besigheid met die publiek binne 'n afgebakende afdeling of afdelings van 'n bedryfsinrigting;
 "voorraadman en/of pakhuisman" 'n werknemer wat hoofsaaklik goedere in 'n pakhuis of voorraadskuur bymekaarmaak, opberg, inpak of uitpak en goedere uit 'n pakhuis of voorraadskuur aan departemente lewer vir versending;

using rubber or other stamps involving no discretion; washing and/or mending of overalls, uniforms or protective clothing; weighing to a set scale;

"lift attendant" means an employee who is engaged in operating a passenger lift;
 "minor" means a person under the age of 18 years;
 "manager or manageress" means an employee who supervises or controls the work of a shop;
 "milliner" means an employee who is engaged in the making, trimming, altering or renovating of hats;
 "motor vehicle" means any power-driven vehicle used for conveying persons or goods and includes a mechanical horse but does not include a mobile hoist;
 "orderman" means an employee who is wholly or substantially engaged in collecting or soliciting retail orders for goods or merchandise outside the establishment of his employer;
 "ordermaker" means an employee who is engaged in assembling goods in a portion of an establishment to which customers have no access and whose duties do not involve any discretion in the selection of goods according to quality or a customer's description; provided that such employee may weigh goods in connection with such assembling and may also pack goods for transport or delivery from a shop and mark or address labels, envelopes and packages. For the purpose of this definition, the expression "assembling goods" means the bringing together of goods in accordance with a written order, instruction or list and may include the giving of verbal orders to a labourer to fetch, carry or stack such goods;
 "packer" means an employee who is engaged in packing goods for transport or delivery from a shop, other than the packing referred to in the definition of labourer, and who may in addition thereto address envelopes, labels and packages;
 "qualified male shop assistant or clerical employee" means a male shop assistant or clerical employee who has had not less than five years' experience as a shop assistant or clerical employee respectively;
 "unqualified male shop assistant or clerical employee" means a male shop assistant or clerical employee who has had less than five years' experience as a shop assistant or clerical employee respectively;
 "qualified female shop assistant or clerical employee" means a female shop assistant or clerical employee who has had not less than five years' experience as a shop assistant or clerical employee respectively;
 "unqualified female shop assistant or clerical employee" means a female shop assistant or clerical employee who has had less than five years' experience as a shop assistant or clerical employee respectively;
 "qualified ordermaker" means an ordermaker, who has had not less than two years' experience as an ordermaker;
 "unqualified ordermaker" means an ordermaker who has had less than two years' experience as an ordermaker;
 "salary" means the total wage paid to an employee;
 "shop" means—

- (a) any premises or portion of any premises to which the public is invited for the purpose of purchasing the goods displayed therein or thereon for sale, or goods of the type so offered or displayed for sale;
- (b) any premises, or portion thereof, in which or from which the goods referred to in paragraph (a) are stored, unpacked or packed, delivered or despatched to persons referred to in paragraph (a) purchasing such goods;
- (c) any premises, in which goods are stocked and from which wholesale orders are executed for the supply of such goods to customers for resale; or
- (d) any premises in which goods are stocked and from which retail orders for the supply of such goods are executed;

but does not include premises or portion thereof in the wholesale or retail meat trade, dairy trade, liquid oil and fuel trade; or premises or portion thereof used solely for the sale of petrol, motor oils, motor tyres, motor vehicles or accessories and/or spare parts (whether new or used) pertaining thereto whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles; or any premises or portion thereof where goods are manufactured; or that portion of any premises used solely for the preparation and/or consumption of eatables and beverages; or any premises or portion thereof in which liquor is sold, stored or despatched;

"sample boy" means an employee who accompanies a traveller on his rounds and assists him in packing, unpacking or displaying his samples;
 "shop or floor walker" means an employee who is specifically charged with supervising responsibility for the conduct of sales, the safe custody of stock and the conduct of business with the public within any demarcated section or sections of an establishment;
 "storeman and/or warehouseman" means an employee who is mainly engaged in assembling, storing, packing or unpacking goods in a store or warehouse and in delivering goods from a store or warehouse to departments for despatch;

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

- (a) Klante in 'n bedryfsinrigting bedien;
- (b) goedere of handelsware verkoop;
- (c) voorrade versorg;
- (d) goedere gereedmaak vir uitstalling;
- (e) bestellings bymekaarmaak;

en ook 'n versendingsklerk, aptekershulp, bestelman, pak-huisman en/of voorraadman, kleremaker, verstelwerker, hoedemaker, etiketskrywer, vensteruitstaller of uitstall-kunstenaar en winkel- of vloeropsigter; en vir die doel van hierdie omskrywing beteken die uitdrukking "bestellings bymekaarmaak" die byeenbring van goedere—

- (i) deur 'n werknemer wat klante se bestellings uitvoer in 'n gedeelte van 'n bedryfsinrigting waartoe klante gewoonlik toegang het; of
- (ii) elders as in 'n gedeelte van 'n bedryfsinrigting soos in (i) bedoel, waar hierdie werksaamheid oordeel vereis in die keuse van die goedere volgens gehalte of die beskrywing van die klant;

"etiketskrywer" 'n werknemer wat prysetikette en vertoon-kaarte ontwerp en/of letters daarop aanbring;

"tydelike werknemer" 'n persoon wat deur dieselfde werk-gewer vir slegs een aaneenlopende tydperk in diens geneem word, naamlik 'n tydperk van hoogstens 26 werkdag gedurende enige tydperk van drie agtereenvolgende maande gereken vanaf die datum van indiensneming;

"handelsreisiger/verkoopman" 'n werknemer, uitgesonderd 'n bestelman, wat as die reisende verteenwoordiger van 'n handelsinrigting namens sodanige inrigting bestellings van behoorlik gelisensieerde handelaars en/of ander persone vra of werk vir die verkoop en/of lewering aan hulle van goedere vir herverkoop en/of vir die gebruik of verbruik daarvan deur sodanige handelaars of ander persone;

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegeven op 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat regtens bevoeg is om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, bromponie of outofiets of fiets uitgerus met 'n hulpmotor met 'n kapasiteit van meer as 50 c.c., die onbelaste gewig geag moet word hoogstens 1,000 lb. te wees;

"vensteruitstaller of uitstallkunstenaar" 'n werknemer wat goedere gereedmaak vir vertoning in 'n winkelvenster;

"wag" 'n werknemer wat persele bewaak.

4. LONE.

(1) Geen lone wat laer as die volgende is, mag deur 'n werk-gewer betaal en deur 'n werknemer aangeneem word nie:—

	Per maand. R c
(a) Mans—	
Bestuurder	168 00
Winkelassistent en klerke—	
Met hoogstens een jaar ondervinding	44 00
Met meer as een maar hoogstens twee jaar onder- vinding	57 00
Met meer as twee maar hoogstens drie jaar onder- vinding	68 00
Met meer as drie maar hoogstens vier jaar onder- vinding	83 00
Met meer as vier maar hoogstens vyf jaar onder- vinding	94 00
Met meer as vyf maar hoogstens ses jaar onder- vinding	114 00
Daarna	126 00
(b) Vrouens—	
Bestuurderes	120 00
Winkelassistent en klerke—	
Met hoogstens een jaar ondervinding	41 00
Met meer as een maar hoogstens twee jaar onder- vinding	50 00
Met meer as twee maar hoogstens drie jaar onder- vinding	55 00
Met meer as drie maar hoogstens vier jaar onder- vinding	65 00
Met meer as vier maar hoogstens vyf jaar onder- vinding	74 00
Met meer as vyf maar hoogstens ses jaar onder- vinding	82 00
Daarna	86 00
(c) Handelsreisiger/verkoopman (manspersoon)—	
Gedurende eerste jaar ondervinding	110 00
Gedurende tweede jaar ondervinding	121 00
Gedurende derde jaar ondervinding	138 00
Gedurende vierde jaar ondervinding	150 00
Daarna	168 00

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

- (a) attending to customers in an establishment;
- (b) selling goods or merchandise;
- (c) attending to stock;
- (d) dressing out for display of goods;
- (e) assembling orders;

and includes a despatch clerk, chemist's assistant, orderman, storeman and/or warehouseman, dressmaker, alteration hand, milliner, ticket writer, window dresser or display artist and shop or floor walker; and for the purpose of this definition the expression "assembling orders" means the bringing together of goods—

- (i) by an employee engaged in executing customers' orders in any portion of an establishment to which customers normally have access; or
- (ii) elsewhere than in any portion of an establishment referred to in (i), where this involves a discretion in the selection of the goods according to quality or the customer's description;

"ticket writer" means an employee who is engaged in the designing and/or lettering of price-tickets and show cards;

"temporary employee" means a person who is employed by the same employer for one continuous period only which shall not exceed 26 working days during any period of three consecutive months calculated from the date of employment;

"traveller/salesman" means an employee other than an orderman, who, as the travelling representative of a trading establishment, on behalf of such establishment, invites, canvasses or solicits orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods for resale and/or for the use or consumption by such traders or other persons;

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor cycle motor scooter or autocycle or cycle fitted with an auxiliary engine with an engine capacity exceeding 50 c.c. the unladen weight shall be deemed not to exceed 1,000 lb.;

"window dresser or display artist" means an employee who is engaged in dressing out goods for display in a shop window;

"watchman" means an employee who is engaged in guarding premises.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages lower than the following:—

	Per Month. R c
(a) Males—	
Manager	168 00
Shop assistants and clerical employees—	
With up to one year's experience	44 00
With more than one and up to two years' experience	57 00
With more than two and up to three years' experience	68 00
With more than three and up to four years' experience	83 00
With more than four and up to five years' experience	94 00
With more than five and up to six years' experience	114 00
Thereafter	126 00
(b) Females—	
Manageress	120 00
Shop assistants and clerical employees—	
With up to one year's experience	41 00
With more than one and up to two years' experience	50 00
With more than two and up to three years' experience	55 00
With more than three and up to four years' experience	65 00
With more than four and up to five years' experience	74 00
With more than five and up to six years' experience	82 00
Thereafter	86 00
(c) Traveller/salesman, male—	
During first year of experience	110 00
During second year of experience	121 00
During third year of experience	138 00
During fourth year of experience	150 00
Thereafter	168 00

Per
maand.
R c

(d) Handelsreisiger/verkoopsman (vrouspersoon)—	
Gedurende eerste jaar ondervinding	77 00
Gedurende tweede jaar ondervinding	88 00
Gedurende derde jaar ondervinding	104 00
Gedurende vierde jaar ondervinding	115 00
Daarna	132 00

(e) Tydelike werknemers—

'n Tydelike werknemer moet minstens die loon betaal word wat hierin voorgeskryf word vir 'n werknemer van dieselfde geslag en met dieselfde ondervinding.

Per
week.
R c

(f) (i) Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
Hoogstens 200 lb. is	8 25
Meer as 200 lb. maar hoogstens 1,000 lb. is	9 90
Meer as 1,000 lb. maar hoogstens 6,000 lb. is	14 20
Meer as 6,000 lb. maar hoogstens 10,000 lb. is	17 45
Meer as 10,000 lb. is	22 90
(ii) Verpakker	8 50
(iii) Drywer van 'n diervoertuig	8 30
(iv) Wag	8 50
(v) Monsterjong	8 50
(vi) Monteur	8 50
(vii) Assistent-fietsmonteur	8 50
(viii) Fietsmonteur	9 15
(ix) Hyserbediener	9 35

(g) Arbeiders—

(i) Volwassenes	7 50
(ii) Minderjariges	5 75

(h) Bestellingopmaker—

Met hoogstens een jaar ondervinding	9 90
Met meer as een maar hoogstens twee jaar ondervinding	12 10
Daarna	14 30

(2) *Betaling van lone.*—(a) (i) Lone moet maandeliks of wekeliks, soos voorgeskryf, of by beëindiging van die dienskontrak as dit voor die gewone betaalag van die werknemer plaasvind, in kontant betaal word.

(ii) Geen werknemer, uitgesonderd 'n tydelike werknemer, van wie sy werkgewer vereis of wat deur sy werkgewer toegelaat word om minder ure as die getal ure voorgeskryf in klousule 6 van hierdie Ooreenkoms, te werk, mag minder betaal word nie as die week- of maandloon wat in subklousule (1) van hierdie klousule voorgeskryf word vir die klas werk wat hy verrig.

(b) Geen boetes of bedrae van enige aard, uitgesonderd die volgende, mag van die loon van 'n werknemer afgetrek word nie:—

- Behoudens die bepalings van klousule 7 (5), wanneer 'n werknemer van sy werk afwesig is sonder die toedoen van of sonder om reëlins te tref met sy werkgewer, 'n *pro rata* bedrag van sy loon vir die tydperk van sodanige afwesigheid;
- heffings ingevolge klousule 14 van hierdie Ooreenkoms;
- enige bedrag wat 'n werkgewer ingevolge of kragtens 'n wet, ordonnansie of regsproses namens 'n werknemer moes betaal of toegelaat is om te betaal;
- met die skriftelike toestemming van 'n werknemer, bedrae vir mediese-, versekerings-, voorsorgs- en/of pensioenfondse;
- met die skriftelike toestemming van 'n werknemer, 'n bedrag wat aan 'n werkgewer verskuldig is vir goedere wat sy werknemer van hom aangekoop het;
- ledegelde van die vakvereniging, ingevolge klousule 18 van hierdie Ooreenkoms.

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

(4) *Differensiële loon.*—Waar 'n werknemer op 'n bepaalde dag vir twee of meer klasse werk gebruik word waarvoor verskillende lone voorgeskryf word, moet hy vir die hele sodanige dag betaal word teen die hoër of die hoogste loon wat voorgeskryf word vir die werk wat hy verrig het.

(5) *Lewenskostoelae.*—Die lone voorgeskryf in klousule 4 (1) hiervan, sluit die lewenskostoelae in soos voorgeskryf in Oorlogsmaatreef No. 43 van 1942, soos gewysig. As die lewenskostoelae wat ingevolge Oorlogsmaatreef No. 43 van 1942, soos gewysig, of enige vervangende of plaasvervangende wetgewing betaalbaar is, verhoog word, moet die lone wat hierin voorgeskryf word dienooreenkomstig verhoog word; met dien verstande dat die verskil tussen die lone wat hierin voorgeskryf word en die desbetreffende lone soos voorgeskryf in subklousule 4 (1) van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. 1525 van 13 September 1963, vir die toepassing van genoemde Oorlogsmaatreef of enige vervangende of plaasvervangende wetgewing, as lewenskostoelae moet tel by die berekening van die betrokke aanpassings.

Per
month.
R c

(d) Traveller/salesman, female—	
During first year of experience	77 00
During second year of experience	88 00
During third year of experience	104 00
During fourth year of experience	115 00
Thereafter	132 00

(e) Temporary employees—

A temporary employee shall be paid not less than the wages herein prescribed for an employee of the same sex and length of experience.

Per
Week.
R c

(f) (i) Driver of a motor vehicle of which the unladen weight together with the unladen weight of any trailer or trailers drawn by such vehicles—	
Does not exceed 200 lb.	8 25
Exceeds 200 lb. but not 1,000 lb.	9 90
Exceeds 1,000 lb. but not 6,000 lb.	14 20
Exceeds 6,000 lb. but not 10,000 lb.	17 45
Exceeds 10,000 lb.	22 90
(ii) Packer	8 50
(iii) Driver of animal drawn vehicle	8 30
(iv) Watchman	8 50
(v) Sample Boy	8 50
(vi) Assembler	8 50
(vii) Assistant bicycle assembler	8 50
(viii) Bicycle assembler	9 15
(ix) Lift Attendant	9 35

(g) Labourers—

(i) Adult	7 50
(ii) Minor	5 75

(h) Ordermaker—

With up to one year's experience	9 90
With more than one and up to two years' experience	12 10
Thereafter	14 30

(2) *Payment of Wages.*—(a) (i) Wages shall be paid monthly or weekly as prescribed in cash or on termination of the contract of service if this takes place before the ordinary pay day of the employee.

(ii) No employee, other than a temporary employee, who is required or permitted by his employer to work less than the hours prescribed in clause 6 of this Agreement shall be paid less than the weekly or monthly wage prescribed in sub-clause (1) of this clause for the class of work on which he is employed.

(b) No fines or deductions of any kind shall be made from an employee's wages or rates other than the following:—

- Subject to the provisions of clause 7 (5) when an employee is absent from work, through no fault of or arrangement with the employer, a *pro rata* amount of his wages for the period of such absence;
- levies in terms of clause 14 of this Agreement;
- any amount paid by an employer compelled or permitted by any law, ordinance or legal process to make payment on behalf of an employee;
- with the written consent of an employee deductions for medical, insurance, provident and/or pension funds;
- with the written consent of an employee an amount due to an employer for goods purchased from him by his employee;
- trade union subscriptions in terms of clause 18 of this agreement;

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

(4) *Differential Rates.*—Where an employee is on any day employed on two or more classes of work, for which different rates are prescribed he shall for the whole of such day be paid at the higher or highest rate laid down for the work on which he was employed.

(5) *Cost of Living Allowance.*—The wages prescribed in clause 4 (1) hereof shall include cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowances in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased, the wages prescribed herein shall be increased accordingly; provided that the difference between the rates of wages herein prescribed and the corresponding rates prescribed in clause 4 (1) of the Agreement, published under Government Notice No. 1525 of the 13th September, 1963, shall for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowances in the determination of the relevant adjustments.

(6) *Reis- en verblyftoelae*.—Benewens die lone voorgeskryf in subklousule (1) (c) en (d) van hierdie klousule, moet 'n werkgewer—

- (i) of sy handelsreisiger/verkoopsman vergoed vir alle uitgawes wat hy redelikerwys vir maaltye en huisvesting vir homself aangegaan het in die loop van 'n reis wat hy in die uitvoering van sy pligte onderneem het of hom 'n verblyftoelae van R2.50 betaal ten opsigte van elke nag wat hy in die verrigting van sodanige dienste van sy hoofstaansplaas afwesig was; en hom—
- (ii) (a) alle redelike vervoerkoste betaal wat hy in die verrigting van sy dienste aangegaan het; of
(b) wanneer sy werkgewer dit van hom vereis of hom toelaat om sy eie motorkar in die verrigting van sy dienste te gebruik, 'n toelae betaal van minstens sewe sent per myl vir elke myl wat hy in verband met sodanige dienste in sodanige motorkar gereis het;
- (iii) wanneer hy van 'n ander klas werknemer vereis of hom toelaat om sy eie motorkar vir die verrigting van sy dienste te gebruik, sodanige werknemer 'n toelae van minstens sewe sent per myl betaal vir elke myl in sodanige kar gereis in verband met sodanige dienste;
- (iv) 'n monstertjong wat, terwyl hy 'n handelsreisiger/verkoopsman vergesel op 'n reis wat die handelsreisiger/verkoopsman in die uitvoering van sy pligte onderneem, afwesig is vir 'n tydperk wat langer as ses agtereenvolgende ure duur—
(a) vergoed vir alle uitgawes wat hy redelikerwys vir maaltye en tee vir homself aangegaan het gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie;
(b) 'n verblyftoelae van minstens R0.80 vir elke nag betaal wanneer sodanige afwesigheid oor een of meer nagte strek;

Met dien verstande dat, vir die toepassing van hierdie subklousule, die uitdrukking "nag" 'n tydperk tussen 11-uur nm. en 4-uur vm. beteken.

(7) *Dienstetoelae*.—'n Klerk of 'n winklassistent wat vyf jaar ononderbroke diens by dieselfde werkgewer gehad het, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms, moet benewens die loon wat vir sodanige werknemer in subklousule (1) van hierdie klousule voorgeskryf word, deur die werkgewer 'n dienstetoelae betaal word wat bereken is met inagneming van alle verdere ononderbroke diens by sodanige werkgewer, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms; en sodanige dienstetoelae moet minstens die volgende wees:—

- (i) in die geval van 'n vroulike werknemer, R1 per maand gedurende die eerste tydperk van twaalf maande van sodanige verdere diens; R2 per maand gedurende die tweede sodanige tydperk en R3 per maand daarna;
 - (ii) in die geval van 'n manlike werknemer, R2.50 per maand gedurende die eerste tydperk van twaalf maande van sodanige verdere diens; R5 per maand gedurende die tweede sodanige tydperk en R7.50 per maand daarna.
- (8) *Verhogingsdatum*.—'n Verhoging wat ingevolge subklousule (1) (a), (b), (c), (d) en (h) van hierdie klousule aan 'n werknemer verskuldig is, is soos volg betaalbaar:—
- (a) Ten opsigte van 'n werknemer wat tussen die eerste en die vyftiende dag van 'n maand begin werk, een jaar daarna, gereken vanaf die eerste dag van sodanige maand; en
 - (b) ten opsigte van 'n werknemer wat tussen die sestiende en die laaste dag van 'n maand begin werk, een jaar daarna, gereken vanaf die laaste dag van sodanige maand.
- (9) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag nie.

5. GETALVERHOUDING VAN WERKNEMERS.

(1) Geen ongekwalifiseerde manlike winklassistent of klerk mag in diens geneem word nie tensy 'n gekwalifiseerde manlike winklassistent of klerk eers in diens geneem is, en vir elke gekwalifiseerde manlike winklassistent of klerk mag daar hoogstens een ongekwalifiseerde manlike winklassistent of klerk in diens geneem word.

(2) Geen ongekwalifiseerde vroulike winklassistent of klerk mag in diens geneem word nie tensy 'n gekwalifiseerde vroulike winklassistent of klerk eers in diens geneem is, en vir elke gekwalifiseerde vroulike winklassistent of klerk mag daar hoogstens twee ongekwalifiseerde vroulike winklassistente of klerke in diens geneem word; met dien verstande dat die lone van sodanige twee ongekwalifiseerde werknemers altesaam minstens R106 per maand moet bedra.

(3) Geen ongekwalifiseerde bestellingopmaker mag in diens geneem word nie tensy 'n gekwalifiseerde bestellingopmaker eers in diens geneem is, en vir elke gekwalifiseerde bestellingopmaker mag daar hoogstens een ongekwalifiseerde bestellingopmaker in diens geneem word.

(4) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n winklassistent, klerk of bestellingopmaker in sy eie winkel verrig, mag geag word 'n gekwalifiseerde werknemer te wees; met dien verstande dat, waar 'n werkgewer in meer as een winkel sake doen, elke sodanige winkel vir doeleindes van getalverhouding geag moet word 'n afsonderlike winkel te wees, en die werkgewer mag nie ten opsigte van meer as een sodanige winkel geag word 'n gekwalifiseerde werknemer te wees nie.

(6) *Travelling and Subsistence Allowance*.—In addition to the wages prescribed in sub-clause (1) (c) and (d) of this clause, an employer shall—

- (i) either reimburse his traveller/salesman for all expenses reasonably incurred by him for meals and accommodation for himself during the course of any journey undertaken in the course of his duties or pay him a subsistence allowance of R2.50 in respect of each night spent away from his headquarters in the performance of such duties; and pay—
- (ii) (a) all reasonable transport expenses incurred by him in the performance of his duties; or
(b) when his employer requires or permits him to use his own car in performance of his duties, an allowance of not less than seven cents per mile for every mile travelled in such car in connection with such duties.
- (iii) When an employer requires or permits any other class of employee to use his own car in the performance of his duties he shall pay such employee an allowance of not less than seven cents per mile for every mile travelled in such car in connection with such duties.
- (iv) A sample boy who, accompanying a traveller/salesman on any journey undertaken by the traveller/salesman in the performance of his duties, is absent from the place of his residence and his employer's establishment for any period in excess of six consecutive hours his employer shall—
(a) reimburse him all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;
(b) pay him a subsistence allowance of not less than R0.80 for each night where such absence extends over one or more nights;

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

(7) *Service Allowance*.—A clerical employee or shop assistant who has had five years' continuous employment as such with the same employer whether before or after the coming into operation of this Agreement shall be paid by that employer, in addition to the wage prescribed for such employee in sub-clause (1) of this clause, a service allowance calculated by reference to all further continuous employment with such employer, whether before or after the coming into operation of this Agreement, of not less than—

- (i) in the case of a female employee, R1 per month during the first period of twelve months of such further employment; R2 per month during the second such period and R3 per month thereafter;
- (ii) in the case of a male employee R2.50 per month during the first period of twelve months of such further employment, R5 per month during the second such period and R7.50 per month thereafter.

(8) *Incremental Date*.—Any increment due to an employee in terms of sub-clause (1) (a), (b), (c), (d) and (h) of this clause shall be payable as follows:—

- (a) In respect of an employee who commences work between the first and the fifteenth day of a month, one year thereafter reckoned as from the first day of such month; and
- (b) in respect of an employee who commences work between the sixteenth and last day of a month, one year thereafter reckoned as from the last day of such month.

(9) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee at any time prior to or at the date of commencement of this Agreement.

5. PROPORTION OF RATIO OF EMPLOYEES.

(1) No unqualified male shop assistant or clerical employee shall be employed unless a qualified male shop assistant or clerical employee is first employed and for each qualified male shop assistant or clerical employee there may be employed not more than one unqualified male shop assistant or clerical employee.

(2) No unqualified female shop assistant or clerical employee shall be employed unless a qualified female shop assistant or clerical employee is first employed, and for each qualified female shop assistant or clerical employee there may be employed not more than two unqualified female shop assistants or clerical employees, provided that the combined wages of such two unqualified employees shall not be less than R106 per month.

(3) No unqualified ordermaker shall be employed unless a qualified ordermaker is first employed and for each qualified ordermaker there may be employed not more than one unqualified ordermaker.

(4) An employer who is wholly or substantially engaged in doing work of a shop assistant, clerical employee or ordermaker in his own shop may be deemed to be a qualified employee, provided that where an employer carries on business in one or more shops, each such shop shall for ratio purposes be regarded as a separate shop, and the employer shall not be deemed to be a qualified employee in respect of more than one such shop.

(5) In die geval van 'n vennootskap of 'n maatskappy met beperkte aanspreeklikheid, word slegs een persoon vir die toepassing van hierdie klousule geag 'n werkgewer te wees.

6. WERKURE.

(1) Behoudens die bepalinge van subklousules (2) en (4) van hierdie klousule, mag daar nie van 'n werknemer wat werksaam is in 'n beroep soos bedoel in paragraaf (a) en (b) van subklousule (1) van klousule 4, vereis word om meer as 45 uur per week, wat soos volg ingedeel is, te werk nie:—

- (a) Vir meer as agt uur op Maandag, Dinsdag, Woensdag, Donderdag en Vrydag, en 'n werkgewer mag ook nie toelaat dat werk voor 6 vm. begin of na 6 nm. op sodanige dae eindig nie;
- (b) vir meer as vyf uur op Saterdag, en 'n werkgewer mag ook nie toelaat dat werk op sodanige dag voor 6 vm. begin of na 1 nm. eindig nie;

met dien verstande dat 'n werkgewer van 'n werknemer mag vereis of hom mag toelaat om, benewens die ure hierin voorgeskryf, vir 'n totale tydperk van hoogstens een uur in 'n bepaalde week te werk met die doel om klante te bedien na die voltooiing van die gewone werkure.

(2) 'n Werkgewer mag, vir die doel van voorraadopname of ander spesiale werk, van 'n werknemer vereis of hom toelaat om langer te werk as die ure voorgeskryf in subklousules (1) (a), (b) en (5) van hierdie klousule; met dien verstande dat—

- (a) die goedkeuring van die Voorsitter of Sekretaris van die Raad vooraf verkry moet word;
- (b) sodanige langer werkure nie meer as twee op 'n bepaalde dag of ses in 'n bepaalde week of dertig in 'n bepaalde jaar mag wees nie;
- (c) dit onwettig is om sodanige ure tot op 'n Sondag of 'n openbare vakansiedag te verleng.

(3) *Oortydwerk.*—Alle tyd wat daar langer gewerk word as die getal gewone werkure soos voorgeskryf in subklousules (1) en (5) van hierdie klousule, word geag oortydperk te wees.

(4) *Besoldiging vir oortydwerk.*—Elke werknemer moet minstens een en een-derde maal die uurloon waarmee hy werklik besoldig word, betaal word vir elke uur of deel van 'n uur oortyd gewerk van Maandag tot Vrydag, en moet teen dubbel sodanige uurloon betaal word vir elke uur of deel van 'n uur oortyd gewerk op Saterdag. Sodanige betaling moet geskied voor of op die eerste gewone betaaldag van die werknemer wat volg op die datum waarop daar aldus oortyd gewerk is.

(5) Behoudens die bepalinge van subklousule (2), mag die werkure van die werknemers soos bedoel in paragrafe (f), (g) en (h) van subklousule (1) van klousule 4, nie meer as 46 uur per week beloop nie.

(6) Die werkure van 'n tydelike werknemer is dié voorgeskryf vir die beroep waarin hy werksaam is.

(7) 'n Werkgewer mag nie 'n werknemer vir langer as vyf uur aaneen laat werk nie sonder 'n ononderbroke pouse van minstens een uur op 'n dag.

(8) Geen werkgewer mag van 'n werknemer wat jonger as 18 jaar is, vereis of hom toelaat om later as halfsewe in die namiddag te werk nie.

(9) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n handelsreisiger, 'n monsterjong en 'n werknemer wat goedere aflewer, 'n ruspouse van minstens tien minute so na aan die middel van werktidperk in die oggend en in die namiddag as doenlik verskaf, en sodanige pouse moet, vir die berekening van lone, geag word deel van die gewone werkure te wees.

(10) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om op 'n Sondag of 'n openbare vakansiedag te werk nie.

(11) *Voorbehoudsbepaling.*—Die bepalinge van hierdie klousule is nie op werknemers wat 'n minimum salaris van R2,400 per jaar ontvang of op handelsreisigers/verkoopsmanne, monsterjongens of wagte van toepassing nie; met dien verstande dat daar nie van 'n wag vereis mag word om meer as 6 dae in 'n bepaalde week te werk nie; en voorts met dien verstande dat, indien daar van 'n wag vereis word om op 'n sewende dag van 'n week te werk, hy teen dubbel sy dagloon betaal moet word vir sodanige tyd gewerk.

7. VERLOF EN SIEKTEVERLOF MET BESOLDIGING.

(1) Elke werknemer moet gedurende sy diens tyd vir alle openbare vakansiedae besoldig word.

(2) Jaarlikse verlof moet soos volg aan 'n werknemer verleen word:—

- (i) In die geval van 'n werknemer van die klasse genoem in paragrafe (a), (b), (c) en (d) van subklousule (1) van klousule 4, met twee jaar of minder diens in sodanige klasse by dieselfde werkgewer, 21 agtereenvolgende dae met volle besoldiging;
- (ii) in die geval van 'n werknemer van die klasse genoem in paragrafe (a), (b), (c) en (d) van subklousule (1) van klousule 4, met meer as twee agtereenvolgende jare en, tot en met nege agtereenvolgende jare diens in sodanige klasse by dieselfde werkgewer, 24 agtereenvolgende dae met volle besoldiging;

(5) In the case of a partnership or limited liability company one person only shall for the purpose of this clause be regarded as an employer.

6. HOURS OF WORK.

(1) Save as provided in sub-clauses (2) and (4) of this clause, an employee employed in any of the occupations referred to in paragraphs (a) and (b) of sub-clause (1) of clause 4 shall not be required to work in excess of 45 hours per week, arranged as follows:—

- (a) For more than eight hours on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, nor shall an employer permit work to commence before 6 a.m. or terminate after 6 p.m. on such days;
- (b) for more than five hours on Saturdays, nor shall an employer permit work to commence before 6 a.m. or terminate after 1 p.m. on such days;

provided that an employer may require or permit an employee to work, in addition to the hours herein prescribed, for a total period of not more than one hour in any one week, for the purpose of attending to customers after the completion of the ordinary working hours.

(2) An employer may, for the purpose of stock taking or other special work require or allow an employee to work in excess of the hours specified in sub-clauses (1) (a), (b) and (5) of this clause provided—

- (a) that the prior approval be obtained from the Chairman or Secretary of the Council;
- (b) that such excess working hours shall not exceed two hours in any one day or six hours in any one week or thirty hours in any one year;
- (c) that it shall be unlawful to extend such hours into a Sunday or public holiday.

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

(4) *Payment for Overtime.*—Each employee shall be paid not less than one and one-third times the hourly wage actually paid to him for each hour or part thereof of overtime worked from Monday to Friday and double such hourly wage for each hour or part thereof of overtime worked on Saturday. Such payment shall be made not later than the first ordinary pay day of the employee following the date of working of such overtime.

(5) Subject to the provisions of sub-clause (2) the hours of work of the employees referred to in paragraphs (f), (g) and (h) of sub-clause (1) of clause 4 shall not exceed 46 hours per week.

(6) The hours of work of a temporary employee shall be those prescribed for the occupation in which he is employed.

(7) An employer shall not employ an employee for more than five hours continuously without an uninterrupted interval of at least one hour on any day.

(8) No employer shall require or permit an employee who is under the age of 18 years to work later than half past six o'clock in the afternoon.

(9) *Rest Interval.*—An employer shall grant to each of his employees, other than a traveller, sample boy and an employee engaged in the delivery of goods, a rest interval of not less than ten minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be deemed to be part of the ordinary hours of work.

(10) No employer shall require or permit an employee to work on a Sunday or public holiday.

(11) *Savings.*—The provisions of this clause shall not apply to employees receiving a minimum salary of R2,400 per annum or to travellers/salesmen, sample boys or watchmen; provided that a watchman shall not be required to work for more than six days in any one week; and provided further that should a watchman be required to work on a seventh day of a week he shall be paid double a day's pay for such time worked.

7. PAID LEAVE AND SICK LEAVE.

(1) Each employee shall be paid for all public holidays during his period of service.

(2) An employee shall be granted annual leave as follows:—

- (i) In the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had up to two years' employment with the same employer, in such classes, 21 consecutive days on full pay;
- (ii) in the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had more than two consecutive years' employment and up to and including nine consecutive years' employment with the same employer, in such classes, 24 consecutive days on full pay;

- (iii) in die geval van 'n werknemer van die klasse genoem paragrawe (a), (b), (c) en (d) van subklousule (1) van klousule 4, met meer as nege agtereenvolgende jare diens in sodanige klasse by dieselfde werkgever, 28 agtereenvolgende dae met volle besoldiging;
- (iv) in die geval van 'n werknemer van die klasse genoem paragrawe (f), (g) en (h) van subklousule (1) van klousule 4, met een jaar of langer diens in sodanige klasse by die selfde werkgever, 21 agtereenvolgende dae met volle besoldiging;

met dien verstande dat—

- (a) indien die werkgever en die werknemer onderling daartoe ooreenkom, die werknemer sodanige verlof kan laat ooploop en dit na twee jaar ononderbroke diens in een ononderbroke tydperk mag neem;
- (b) die werkgever die verloftyd vir die verskillende werknemers mag bepaal met redelike inagneming van die vereistes van sy onderneming;
- (c) tensy die werkgever vroeër verlof aan sy werknemer verleen het, genoemde verlof so verleen moet word dat dit verstryk binne twee maande na die verstryking van een of twee jaar ononderbroke diens, na gelang van die geval;
- (d) jaarlikse verlof en siekteverlof nie mag saamval nie; ook mag jaarlikse verlof en siekteverlof nie saamval met 'n tydperk van kennisgewing van diensbeëindiging kragtens klousule 8 nie, of met 'n tydperk van militêre opleiding wat 'n werknemer kragtens die Verdedigingswet, 1957, moet ondergaan; en
- (e) as daar 'n openbare vakansiedag binne die tydperk van sodanige verlof sal, sodanige vakansiedag by genoemde tydperk gevoeg moet word as verdere tydperk van afwesigheidsverlof met volle besoldiging.

(3) Indien die diens van 'n werknemer gedurende die eerste jaar of in die loop van 'n daaropvolgende jaar diens beëindig word, moet die werkgever ten opsigte van enige tydperk waarvoor daar nie verlof aan die werknemer verleen is nie, by diensbeëindiging die werknemer soos volg betaal:—

- (i) In die geval van 'n werknemer van die klasse genoem in paragrawe (a), (b), (c) en (d) van subklousule (1) van klousule 4, wat tot en met twee jaar diens in sodanige klasse by dieselfde werkgever gehad het, een sewentiende van 'n week se loon teen die besoldiging wat die werknemer ten tyde van kennisgewing van diensbeëindiging ontvang het, vir elke voltooide week diens;
- (ii) in die geval van 'n werknemer van die klasse genoem in paragrawe (a), (b), (c) en (d) van subklousule (1) van klousule 4, wat meer as twee en tot en met nege agtereenvolgende jaar diens in dieselfde klasse by dieselfde werkgever gehad het, een vyftiende van 'n week se loon teen die besoldiging wat die werknemer ten tyde van kennisgewing van diensbeëindiging ontvang het, vir elke voltooide week diens;
- (iii) in die geval van 'n werknemer van die klasse genoem in paragrawe (a), (b), (c) en (d) van subklousule (1) van klousule 4, wat meer as nege agtereenvolgende jaar diens in sodanige klasse by dieselfde werkgever gehad het, een twaalfde van 'n week se loon teen die besoldiging wat die werknemer ten tyde van kennisgewing van diensbeëindiging ontvang het, vir elke voltooide week diens;
- (iv) in die geval van 'n werknemer van die klasse genoem in paragrawe (f), (g) en (h) van subklousule (1) van klousule 4, een sewentiende van 'n week se loon teen die besoldiging wat die werknemer ten tyde van kennisgewing van diensbeëindiging ontvang het, vir elke voltooide week diens;

met dien verstande dat geen betaling verskuldig is nie in gevalle waar sodanige dienstydsperk minder as een maand is.

(4) Vir die toepassing van hierdie klousule word elke jaar van 'n werknemer se diens ten opsigte waarvan hy op verlof geregtig is, geag elke tydperk van twaalf maande te wees, gereken vanaf die datum waarop hy by sy werkgever in diens getree het.

(5) 'n Werkgever moet aan sy werknemer, uitgesonderd 'n tydelike werknemer, wat van die werk afwesig is weens onvermoë om te werk, altesaam minstens 36 werkdae siekteverlof gedurende 'n tydperk van 36 agtereenvolgende maande diens by hom verleen en aan sodanige werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule 'n bedrag betaal wat nie minder is nie as die loon wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat—

- (i) gedurende die eerste twaalf agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle besoldiging geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (ii) 'n werkgever as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie subklousule eis ten opsigte van afwesigheid van werk, kan vereis—

- (a) dat 'n mediese sertifikaat wat die aard en duur van die werknemer se onvermoë meld, voorgelê word wanneer 'n werknemer vir meer as drie agtereenvolgende dae of op die werkdag onmiddellik voor of na 'n Sondag of openbare vakansiedag van sy werk afwesig was;

- (iii) in the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had more than nine consecutive years' employment with the same employer, in such classes, 28 consecutive days on full pay;
- (iv) in the case of an employee of the classes referred to in paragraphs (f), (g) and (h) of sub-clause (1) of clause 4 who has completed one or more years' employment with the same employer, in such classes, 21 consecutive days on full pay;

provided that—

- (a) by mutual agreement between the employer and the employee such leave may be accumulated by the employee and taken in a consecutive period after two years' continuous service;
- (b) the employer may fix the time of leave for the different employees with reasonable regard to the exigencies of his business;
- (c) unless the employer shall have granted to any employee his period of leave at an earlier date, the said leave shall be granted so as to expire within two months of the expiration of any one year or two years' continuous service, as the case may be;
- (d) annual leave and sick leave shall not run concurrently, nor shall annual leave or sick leave run concurrently with any period of notice of termination of employment in terms of clause 8, or any period of military training an employee is required to undergo in terms of the Defence Act, 1957; and
- (e) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of absence on full pay.

(3) Should the service of an employee be terminated during the first year, or during the currency of any subsequent year of service the employer shall pay the employee upon termination of employment in respect of any period for which the employee has not been given leave—

- (i) in the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had up to and including two years' employment with the same employer, in such classes, one seventeenth of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;
- (ii) in the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had more than two and up to and including nine consecutive years' employment with the same employer, in such classes, one-fifteenth of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;
- (iii) in the case of an employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had more than nine consecutive years' employment with the same employer, in such classes, one-twelfth of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;
- (iv) in the case of an employee of the classes referred to in paragraphs (f), (g) and (h) of sub-clause (1) of clause 4 one-seventeenth of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;

provided that for the purpose of this sub-clause no payment shall be due where such period of service is less than one month.

(4) For the purpose of this clause each year of an employee's service for which he shall be entitled to leave, shall be deemed to be each period of 12 months calculated from the date of entering his employer's service.

(5) An employer shall grant to his employee, other than a temporary employee, who is absent from work through incapacity, not less than 36 work days sick leave in the aggregate during any period of thirty-six consecutive months employment with him and shall pay to such employee in respect of the period of absence in terms of this sub-clause an amount of not less than the wage he would have received had he worked during such period; provided that—

- (i) in the first twelve consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this sub-clause by an employee in respect of any absence from work, require—

- (a) the production of a medical certificate showing the nature and duration of the employee's incapacity, when an employee has been absent from work for more than three consecutive days; or on the work day immediately preceding or succeeding a Sunday or public holiday;

(b) dat 'n skriftelike verklaring, onderteken deur 'n minderjarige werknemer se ouer of voog of deur 'n ander verantwoordelike persoon, voorgelê word wanneer die werknemer vir drie dae of minder afwesig was.

(6) 'n Werkgewer moet aan 'n werknemer aan wie verlof toegestaan is, sy loon vir die tydperk van verlof op of voor die laaste werkdag vóór die aanvang van genoemde tydperk betaal.

(7) By die toepassing van hierdie klousule—

(a) omvat "diens" enige tydperk wat 'n werknemer—

- (i) met verlof is ooreenkomstig die bepalings van subklousule (2) van hierdie klousule; of
- (ii) met siekteverlof is ooreenkomstig die bepalings van subklousule (5) van hierdie klousule; of
- (iii) van sy werk afwesig is op las of op versoek van sy werkgewer; of
- (iv) militêre opleiding ondergaan,

wat in enige jaar nie méér beloop nie as altesaam tien weke ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus hoogstens vier maande van enige tydperk van militêre opleiding wat in subparagraaf (iv) bedoel word en wat hy daardie jaar ondergaan het, en enige aanloopende diens wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum van inwerking-treding van hierdie Ooreenkoms, word by die toepassing van hierdie klousule geag diens te wees, en enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer verleen is, word by die toepassing van hierdie klousule geag verleen te gewees het ingevolge hierdie Ooreenkoms;

(b) beteken "onvermoë" onbekwaamheid om te werk weens siekte of 'n besering wat nie deur 'n werknemer se eie wangedrag veroorsaak is nie; met dien verstande dat sodanige onvermoë om te werk, wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet No. 30 van 1941), betaalbaar is, geag word onvermoë te wees slegs vir dié tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. DIENSBEÏNDIGING.

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

- (a) in die geval van 'n weekliks besoldigde werknemer, een week, en
- (b) in die geval van 'n maandeliks besoldigde werknemer, twee weke

skriftelik vooraf kennis van dié beëindiging van die kontrak gee; met dien verstande dat sodanige kennis op enige dag van die maand of week gegee mag word en voorts met dien verstande dat hierdie bepaling nie die reg van 'n werkgewer of 'n werknemer om die dienskontrak om 'n regsgeldige rede te beëindig, raak nie.

(2) 'n Werkgewer mag, in plaas van die voorgeskrewe kennis-termyn, 'n werknemer sy salaris vir daardie termyn betaal.

(3) Die bepalings van die voorafgaande subklousule is nie op tydelike werknemers van toepassing nie.

(4) Ingeval 'n werknemer versuim om kennis te gee soos in subklousule (1) hiervan bepaal, moet hy die volgende aan sy werkgewer verbeur:

- (i) in die geval van 'n weeklikse werknemer, 'n bedrag gelyk aan die loon van een week; en
- (ii) in die geval van 'n maandelikse besoldigde werknemer, 'n bedrag gelyk aan die loon van twee weke.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgewer die reg om, indien 'n bedrag wat hy aan 'n werknemer by wyse van loon verskuldig is, onvoldoende is om die volle bedrag van die verbeuring soos in subklousule (4) hiervan bedoel, te dek, dié bedrag terug te hou van ander voordele (as daar is) wat vir sodanige werknemer aan die oploop was ten tyde van die beëindiging van sy dienskontrak. Vir die toepassing van hierdie subklousule word enige betaling wat ingevolge subklousule (4) van klousule 6 en subklousules (3) en (5) van klousule 7 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook geag 'n voordeel te wees wat aan die oploop was.

(6) Die kennisgewingtermyn mag nie saamval nie met en daar mag ook nie kennis gegee word nie gedurende 'n werknemer se afwesigheid met siekteverlof, verlof met besoldiging of gedurende 'n tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan.

(b) a written statement, signed by a minor employee's parent or guardian or by some other responsible person when the employee has been absent for three days or less.

(6) An employer shall pay to an employee to whom leave is granted, his wage for the period of leave, not later than the last working day before the commencement of the said period.

(7) For the purpose of this clause—

(a) "employment" includes any period during which an employee—

- (i) is on leave in terms of sub-clause (2) of this clause; or
- (ii) is on sick leave in terms of sub-clause (5) of this clause; or
- (iii) is absent from work on the instructions or at the request of his employer; or
- (iv) is undergoing military training,

amounting in the aggregate in any year to not more than ten weeks in respect of the periods referred to in sub-paragraphs (i), (ii) and (iii) plus up to four months of any period of military training referred to in sub-paragraph (iv) undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date of commencement of this Agreement shall for the purposes of this clause be deemed to be employment, and any sick leave on full pay granted to such an employee during such period shall for the purposes of this clause be deemed to have been granted under this Agreement;

(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 for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

8. TERMINATION OF EMPLOYMENT.

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

- (a) in the case of a weekly paid employee, one week's notice, and
- (b) in the case of a monthly paid employee, two weeks' notice

of termination of contract in writing; provided that such notice may be given on any day of the month or week and provided further that this shall not effect the right of an employer or an employee to terminate the contract of employment for any good cause recognised by law as sufficient.

(2) An employer may pay to an employee salary for and in lieu of the prescribed period of notice.

(3) The provisions of the preceding sub-clause shall not apply to temporary employees.

(4) In the event of an employee failing to give notice as provided for in sub-clause (1) hereof, he shall forfeit to his employer—

- (i) in the case of a weekly paid employee, an amount equal to one week's wages; and
- (ii) in the case of a monthly paid employee, an amount equal to two weeks' wages.

(5) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages, be insufficient to meet the full amount of forfeiture referred to in sub-clause (4) hereof, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment. For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clause (4) of clause 6 and sub-clauses (3) and (5) of clause 7 of this Agreement, shall also be regarded as a benefit in the process of accrual.

(6) The period of notice shall not run concurrently with nor shall notice be given during an employee's absence on sick leave, paid leave or during any period of military training: an employee is required to undergo in pursuance of the Defence Act, 1957.

9. DIENSSERTIFIKAAT.

(1) 'n Werkgewer moet, wanneer 'n werknemer sy diens verlaat, aan sodanige werknemer 'n dienssertifikaat gratis uitreik.

Die sertifikaat moet die volgende meld: Die naam en adres van die werkgewer, en die naam en beroep van die werknemer en die loonskaal en die werklike loon wat die werknemer ten tyde van sy uitrede ontvang het, tesame met die datums waarop die werknemer by die werkgewer in diens getree en die diens van die werkgewer verlaat het. Die werkgewer moet al sodanige sertifikate agtereenvolgens laat nommer en moet 'n register laat hou van die besonderhede van elke sertifikaat wat hy uitgereik het.

(2) Geen werkgewer mag 'n werknemer wat minder as ses jaar ondervinding het in die beroepe genoem in klousule 4 (1) (a), (b), (c), (d) en (h) van hierdie Ooreenkoms, in diens neem nie tensy en totdat sodanige werknemer 'n dienssertifikaat van die Sekretaris van die Raad voorlê waarin die lengte van sodanige werknemer se vorige ondervinding gemeld word.

10. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag vir die leiding van die werkgewers en die werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

11. VRYSTELLINGSERTIFIKAAT.

(1) Die Raad mag, volgens eie besluit, om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleen.

(2) Die Raad moet, ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk vasstel waarin sodanige vrystelling van krag is; met dien verstande dat die Raad na sy goedvinde enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

Die besonderhede moet ingevul word op 'n vrystellingsertifikaat, wat deur die Voorsitter of 'n gemagtigde lid en die Sekretaris van die Raad onderteken en aan die vrygestelde persoon uitgereik moet word.

(3) 'n Kopie van elke sertifikaat wat uitgereik word, moet aan die Afdelingsinspekteur, Departement van Arbeid, Kimberley, en aan die sekretarisse van die werkgewersorganisasie en die vakvereniging gestuur word.

12. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD.

Werknemersverteenvoorgangers in die Raad moet deur hul werkgewers alle fasiliteite verleen word om hul pligte in verband met die werk van die Raad uit te voer.

13. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei landstale in sy winkel opklap en opgeklap hou op 'n opvallende plek waar dit vir sy werknemers gereedlik toeganklik is.

14. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer R0.10 per maand aftrek van die loon van elkeen van sy werknemers wat 'n loon van hoogstens R35 per maand ontvang en R0.13 per maand van die loon van elkeen van sy werknemers wat meer as R35 per maand ontvang, en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is; met dien verstande dat die bepalings van hierdie klousule nie ten opsigte van 'n werknemer wat vir minder as twaalf dae in 'n bepaalde maand vir dieselfde werkgewer gewerk het, van toepassing is nie.

(2) Die werkgewer moet alle bedrae wat ooreenkomstig die bepalings van subklousule (1) van hierdie klousule verskuldig is, saam met 'n staat wat die getal werknemers wat in diens is en hul beroep te meld, voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Posbus 356, Kimberley, stuur.

15. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent mag enige bedryfsinrigting betree en mag enige werkgewer of werknemer ondervra en die register van betaalde lone, tyd gewerk en betaling vir stukwerk en oortydwerk inspekteer met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

16. BUITEWERK.

Geen werknemer mag vir enigiemand anders as sy werkgewer bestellings vra of werk teen vergoeding of andersins in die kommersiële distribusiebedryf onderneem nie.

9. CERTIFICATE OF SERVICE.

(1) An employer shall, without any charge, give a certificate of service to each of his employees at the time when he leaves the employer's service.

The certificate shall show the employer's name and address together with the name, occupation, rate of pay and the actual salary received by the employee at the time of leaving, together with the dates of the employee's entering and leaving the service of the employer. The employer shall cause all such certificates to be numbered consecutively and shall cause a record to be kept containing the particulars of each certificate issued by him.

(2) No employer shall engage any employee who has had less than six years' experience in the occupations referred to in clause 4 (1) (a), (b), (c), (d) and (h) of this Agreement unless and until such employee produces a certificate of service from the Secretary of the Council indicating the length of previous experience of such employee.

10. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

11. LICENCE OF EXEMPTION.

(1) The Council may, on its own decision, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

The particulars shall be entered on a licence of exemption which shall be signed by the Chairman or authorized member and the Secretary of the Council and issued to the exempted person.

(3) Copies of each licence issued shall be forwarded to the Divisional Inspector, Department of Labour, Kimberley, and to the secretaries of the employers' organization and the trade union.

12. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

Employees' representatives on the Council shall be given every facility by their employers to attend to their duties in connection with the work of the Council.

13. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed a legible copy of this Agreement in both official languages in his shop in a conspicuous place where it is readily accessible to his employees.

14. EXPENSES OF THE COUNCIL.

(1) For the purposes of meeting the expenses of the Council each employer shall deduct R0.10 per month from the wages of each of his employees in receipt of a wage of up to R35 per month, and R0.13 per month from the wages of each of his employees in receipt of a wage in excess of R35 per month, and to the amount so deducted shall add an equal amount; provided that the provisions of this clause shall not apply in respect of any employee who has worked for the same employer for less than twelve days in any one month.

(2) All amounts due in accordance with the provisions of sub-clause (1) of this clause shall, together with a statement showing the number of employees employed and their trades, be forwarded by the employer to the Secretary of the Council, P.O. Box 356, Kimberley, on or before the seventh day of each month.

15. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

An agent may enter any establishment and may question any employer or employee and inspect the record of wages paid, time worked and payment made for piece-work and overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

16. OUTWORK.

No employee shall solicit or take orders for or undertake work for gain or otherwise, in the Commercial Distributive Trade, other than for his employer.

17. WERKENDE WERKGEWERS.

'n Werkgewer wat in sy eie bedryfsinrigting die werk verrig wat gewoonlik deur 'n winklassistent of 'n klerk gedoen word, mag nie ander ure werk nie as die ure voorgeskryf in klousule 6 (1) van hierdie Ooreenkoms.

18. INVORDERING VAN LEDEGELDE VAN VAKVERENIGING.

Alle werknemers moet, op versoek van die Vakvereniging, maandeliks van die lône van alle lede van die Vakvereniging die ledegelde aftrek wat deur hulle verskuldig is; met dien verstande dat die Vakvereniging die werkgewers moet voorsien van wettige aftrekorders wat onderteken is deur die werknemers van wie se lône sodanige bedrae afgetrek moet word.

Op hede die 4de dag van November 1966 namens die partye te Kimberley onderteken.

W. S. ADAMS, *Voorsitter.*
T. JONES, *Ondervoorsitter.*
G. W. BARNES, *Sekretaris.*

No. R. 70.]

[13 Januarie 1967.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942.

KOMMERSIËLE DISTRIBUSIEBEDRYF, KIMBERLEY.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmatreël No. 43 van 1942, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lône voorgeskryf word in die Ooreenkoms vir die Kommersiële Distribusiebedryf wat by Goewermentskennisgewing No. R. 69 van 13 Januarie 1967, gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

17. WORKING EMPLOYERS.

An employer who in his own establishment does the work usually performed by a shop assistant or clerical employee shall not work contrary to the hours prescribed in clause 6 (1) of this Agreement.

18. COLLECTION OF TRADE UNION SUBSCRIPTIONS.

All employers, at the request of the trade union, shall deduct monthly from the wages of all members of the trade union such subscriptions as are due by them; provided that the trade union shall supply to the employers, legal stop orders signed by the employees from whose wages such deductions are to be made.

Signed at Kimberley on behalf of the Council on the 4th November, 1966.

W. S. ADAMS, *Chairman.*
T. JONES, *Vice-Chairman.*
G. W. BARNES, *Secretary.*

No. R. 70.]

[13 January 1967.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

COMMERCIAL DISTRIBUTIVE TRADE, KIMBERLEY.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Commercial Distributive Trade published under Government Notice No. R. 69 of the 13th January, 1967.

M. VILJOEN,
Minister of Labour.

INHOUD.

No.

BLADSY

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