



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE



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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 43

14 Januarie 1972

WET OP NYWERHEIDSVERSOENING, 1956

KOMMERSIËLE 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, met ingang van 23 Januarie 1972 en vir die tydperk wat op 22 Januarie 1977 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, met ingang van 23 Januarie 1972 en vir die tydperk wat op 22 Januarie 1977 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 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, met ingang van 23 Januarie 1972 en vir die tydperk wat op 22 Januarie 1977 eindig, in die munisipale gebied 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.

A—71812

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 43

14 January 1972

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 with effect from 23 January 1972 and for the period ending 22 January 1977 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 with effect from 23 January 1972 and for the period ending 22 January 1977 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, with effect from 23 January 1972 and for the period ending 22 January 1977, 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.

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BYLAE

NYWERHEIDSRAAD VIR DIE KOMMERSIËLE
DISTRIBUSIEBEDRYF, KIMBERLEY

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, aangegaan deur en tussen die

Kimberley Commercial Employers' Association
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem),
aan die een kant, en die

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

(hierna 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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die
Minister kragtens artikel 48 van die Wet vasstel en bly van krag
vir vyf jaar of vir sodanige tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS

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" iemand wat 18 jaar oud of ouer is;

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

"Wet" die Wet op Nywerheidsversoenig, 1956;

"verstelwerker" 'n werknemer wat kledingstukke en/of handels-
ware verstel of herstel;

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

(a) Fietse of komponente daarvan in hul geheel of gedeeltelik
uit reeds vervaardigde dele inmeekaarsit;

(b) fietswiele spoor of finale stelwerk aan 'n gemonteerde fiets
verrig;

(c) presisielaers, kettings of opgeboude wiele stel of speke stel
en aandraai;

en vir die doel van hierdie omskrywing beteken die woord "fiets",
sonder om die gewone betekenis daarvan enigerwyse te beperk,
ook 'n driewiel en 'n afleweringskar met drie wiele en ook 'n
kinderwaentjie, stootkarretjie, bromponie, trekwaentjie, trapkarre-
tjie en enige ander soortgelyke wielvoertuig of speelgoed wat met
die hand of die voet werk;

"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 Distribusie-
bedryf, Kimberley;

"Kommersiële Distribusiebedryf" die bedryf waarin werkgewers
en werknemers 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;

"aptekersassistent" 'n werknemer werksaam ingevolge 'n vak-
leerlingkontrak wat aangegaan en geregistreer is ooreenkomstig
die reëls wat kragtens artikel 94 (2) (i) van Wet 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 vroue of
kinders maak;

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

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 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 48 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 assem-
bler, 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;

"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:

(a) Assembling bicycles or any component parts thereof in
whole or in part from ready made parts;

(b) trueing bicycle wheels or making final adjustments to
an assembled bicycle;

(c) adjusting precision bearings, chains or built up wheels or
setting and tightening spokes;

and for the purpose of this definition, 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, administra-
tive, delivery and all other operations incidental thereto or con-
sequent thereon carried on by such employers and their employees;

"chemist's assistant" means an employee employed under a
contract of apprenticeship entered into and registered in accord-
ance with rules framed under section 94 (2) (i) of Act 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;

"bestuurder van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig bestuur, en vir die doel van hierdie woordomsywing 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 enige werksaamhede in die Kommersiële Distribusiebedryf verrig word; "ondervinding"—

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

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

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

(d) met betrekking tot 'n handelsreisiger/verkoopman, die totale tydperk of tydperke diens wat 'n werknemer as 'n handelsreisiger/verkoopman gehad het;

"uurloon" die weekloon gedeel, in die geval van werknemers vir wie lone in klousule 4 (1) (a), (b), (c), (d) en (e) van hierdie Ooreenkoms voorgeskryf word, deur 45, en in die geval van werknemers vir wie lone in klousule 4 (1) (f), (g) en (h) voorgeskryf word, deur 46, en vir die doel van hierdie omsywing beteken "weekloon" in verband met 'n werknemer in 'n beroep waarvoor 'n maandloon in hierdie Ooreenkoms voorgeskryf word, sodanige maandloon gedeel deur vier en een-derde;

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

Possêls 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 riefel- of veselbord met die hand inmeekaarsit of uitmekaar haal;

hulp op aflewingsvoertuie 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;

pluimvee skoonmaak of pluk;

vis skoonmaak, skraap, opnsy of in mote sny;

kontant in die geval van K.B.A.-verkope invorder of skriftelike bestellings 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 voetvoertuig aflewer;

diere voer;

bottels of ander houers met voorrade vul;

posstukke vou of in koevert plaas;

eiers volgens grootte gradeer;

voertuie laai of aflaai;

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 geweeg of waarvan die hoeveelheid 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;

rubber- of ander stempels gebruik wat geen oordeel verg nie; oorpakke, uniforms of beskermende kler was en/of herstel;

goedere weeg op 'n skaal wat vooraf vir 'n bepaalde hoeveelheid gestel is;

"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;

(d) in relation to a traveller/salesman, the total period or periods of employment which an employee has had as a traveller/salesman.

"hourly wage" means the weekly wage in respect of the employees for whom wages are prescribed under clause 4 (1) (a), (b), (c), (d) and (e) of this Agreement divided by 45, and in respect of the employees for whom wages are prescribed under clause 4 (1) (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 this 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;

oil 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;

using rubber or other stamps involving no discretion;

"hyserbediener" '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 kragvoertuig wat vir die vervoer van persone of goedere gebruik word en omvat dit 'n voorhaker, maar nie '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 wie 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, koevertes en pakke mag merk of adresseer. Vir die doel van hierdie omskrywing beteken die uitdrukking "goedere bymekaarmaak" die byeenbring van goedere volgens 'n mondelinge 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 koevertes, etikette en pakke mag adresseer;

"deeltydse werknemer" 'n klerk, man of vrou, of 'n winkelassistent, man of vrou, wat minstens 16 jaar oud moet wees en wat as sodanig vir hoogstens 24 gewone werkure in enige week in diens geneem word;

"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) enige 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) enige perseel of 'n gedeelte daarvan waarin of waaruit die goedere soos gemeld in paragraaf (a), gehou, uitgedruk of verpak, afgelewer of versend word aan persone, soos gemeld in paragraaf (a), wat sodanige goedere koop;

(c) enige perseel waarin goedere in voorraad gehou of waaruit groothandelbestellings uitgevoer word vir die verskaffing van sodanige goedere aan klante vir herverkoop; of

(d) enige perseel waarin goedere in voorraad gehou word en waaruit kleinhandelbestellings vir die lewering van sodanige goedere uitgevoer word;

maar uitgesonderd die saak van 'n marskramer of venter soos gedryf deur persone van wie vereis word om 'n lisensie te besit kragtens onderskeidelik items 12 en 19 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962 (Wet 44 van 1962), en uitgesonderd 'n perseel of 'n gedeelte daarvan in die groothandel- of kleinhandelbedryf, suiwelbedryf, vloeibare olie- en brandstofbedryf; of 'n perseel of 'n gedeelte daarvan wat uitsluitlik gebruik word vir die verkoop van petrol, motorolie, buitelandse van motors, motorvoertuie of -bybehore 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;

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;

"part-time employee" means a clerk, male or female, shop assistant, male or female, who may not be under the age of 16 years, who is employed as such for not more than 24 ordinary hours of work in any week;

"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 any portion of any premises to which persons are invited or admitted for the purpose of purchasing, otherwise than by public auction, the goods displayed or offered therein or thereon for sale, or goods of the type so displayed or offered 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 whether for re-sale or otherwise;

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

but it does not include the business of a hawker or pedlar as carried on by persons who are required to hold a licence in terms of items 12 and 19, respectively, of Part 1 of the Second Schedule to the Licences Act, 1962 (Act 44 of 1962); and 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 dispatched;

"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;

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

- Klante in 'n bedryfsinrigting bedien;
- goedere of handelsware verkoop;
- voorrade versorg;
- goedere gereedmaak vir uitstalling;
- bestellings bymeekaarmaak;

en ook 'n versendingsklerk, aptekersassistent, bestelman, pakhuisman en/of voorraadman, kleremaker, verstelwerker, hoedemaker, etiketskrywer, vensteruitstaller of uitstaltunstenaar en winkel- of vloeropsigter; en vir die doel van hierdie omskrywing beteken die uitdrukking "bestellings bymeekaarmaak" 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) gemeld, waar hierdie werksaamheid oordeel vereis in die keuse van die goedere volgens gehalte of die beskrywing van die klant;

"voorraadman en/of pakhuisman" 'n werknemer wat hoofsaaklik goedere in 'n pakhuis of voorraadskuur bymeekaarmaak, opberg, inpak of uitpak en goedere uit 'n pakhuis of voorraadskuur aan departemente lewer vir versending;

"etiketskrywer" 'n werknemer wat prysetikette en vertoonkaarte ontwerp en/of letters daarop aanbring;

"tydelike werknemer" 'n persoon wat deur dieselfde werkgever 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/verkoopsman" '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, werf of soek 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;

"handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger op sy rondes vergesel en hom help om sy monsters in te pak, uit te pak of ten toon te stel;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangeteken 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 massa geag moet word hoogstens 500 kg te wees;

"vensteruitstaller of uitstaltunstenaar" '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 werkgever betaal en deur 'n werknemer aangeneem word nie:

	Per maand R
(a) Mans—	
Bestuurder.....	210,00
Winkelassistent en klerke—	
met hoogstens een jaar ondervinding.....	67,00
met meer as een maar hoogstens twee jaar ondervinding.....	73,00
met meer as twee maar hoogstens drie jaar ondervinding.....	85,00
met meer as drie maar hoogstens vier jaar ondervinding.....	104,00
met meer as vier maar hoogstens vyf jaar ondervinding.....	118,00
met meer as vyf maar hoogstens ses jaar ondervinding.....	142,00
daarna.....	157,00

"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;

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

- Attending to customers in an establishment;
- selling goods or merchandise;
- attending to stock;
- dressing out for display of goods;
- 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;

"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;

"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 licenced 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;

"traveller's assistant" means an employee who accompanies a traveller on his rounds and assists him in packing, unpacking or displaying his samples;

"unladen mass" means the mass 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 mass shall be deemed not to exceed 500 kg;

"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
(a) Males:	
Manager.....	210,00
Shop assistants and clerical employees—	
with up to one year's experience.....	67,00
with more than one and up to two years' experience.....	73,00
with more than two and up to three years' experience.....	85,00
with more than three and up to four years' experience.....	104,00
with more than four and up to five years' experience.....	118,00
with more than five and up to six years' experience.....	142,00
thereafter.....	157,00

	Per maand R
(b) Vroue—	
Bestuurderes.....	150,00
Winkelassistente en klerke—	
met hoogstens een jaar ondervinding.....	55,00
Met meer as een maar hoogstens twee jaar onder- vinding.....	60,00
met meer as twee maar hoogstens drie jaar onder- vinding.....	66,00
met meer as drie maar hoogstens vier jaar onder- vinding.....	78,00
met meer as vier maar hoogstens vyf jaar onder- vinding.....	87,00
met meer as vyf maar hoogstens ses jaar onder- vinding.....	95,00
daarna.....	100,00
(c) Handelsreisiger/verkoopsman (man)—	
gedurende eerste jaar ondervinding.....	132,00
gedurende tweede jaar ondervinding.....	145,00
gedurende derde jaar ondervinding.....	166,00
gedurende vierde jaar ondervinding.....	180,00
daarna.....	200,00
(d) Handelsreisiger/verkoopsman (vrou)—	
gedurende eerste jaar ondervinding.....	92,00
gedurende tweede jaar ondervinding.....	106,00
gedurende derde jaar ondervinding.....	125,00
gedurende vierde jaar ondervinding.....	138,00
daarna.....	158,00

(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 en mag nie jonger as 16 jaar wees nie.

	Per week R
(f) (i) Bestuurder van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
hoogstens 100 kg is.....	9,50
meer as 100 kg maar hoogstens 500 kg is....	11,40
meer as 500 kg maar hoogstens 3 000 kg is	16,35
meer as 3 000 kg maar hoogstens 5 000 kg is..	20,10
meer as 5 000 kg is.....	26,35
(ii) Verpakker.....	10,65
(iii) Drywer van 'n diervoertuig.....	9,95
(iv) Wag.....	10,20
(v) Handelsreisiger se assistent.....	10,20
(vi) Monteur.....	10,20
(vii) Fietsmonteur.....	11,00
(viii) Hyserbediener.....	11,00
(g) Arbeiders—	
(i) Volwassenes.....	9,00
(ii) Minderjariges.....	7,00
(h) Bestellingopmaker—	
met hoogstens een jaar ondervinding.....	11,85
met meer as een maar hoogstens twee jaar onder- vinding daarna.....	13,50
	17,15

	Per oggend/ middag R
(i) Deeltydse werknemers—	
Winkelassistente/Klerke (vroue)—	
vir 'n oggend van vyf uur of deel daarvan.....	2,70
vir 'n middag van vier uur of deel daarvan..	2,15
Winkelassistente/Klerke (mans)—	
vir 'n oggend van vyf uur of deel daarvan...	4,35
vir 'n middag van vier uur of deel daarvan..	3,50

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

(ii) Geen werknemer, uitgesonderd 'n tydelike of deeltydse werknemer, van wie sy werkgever vereis of wat deur sy werkgever toegelaat word om minder ure te werk as die getal ure voorgeskryf in klousule 6 van hierdie Ooreenkoms, mag minder

	Per month R
(b) Females:	
Manageress.....	150,00
Shop assistants and clerical employees—	
with up to one year's experience.....	55,00
with more than one and up to two years' experience.....	60,00
with more than two and up to three year's experience.....	66,00
with more than three and up to four year's experience.....	78,00
with more than four and up to five year's experience.....	87,00
with more than five and up to six years' experience.....	95,00
thereafter.....	100,00
(c) Traveller/salesman, male—	
during first year of experience.....	132,00
during second year of experience.....	145,00
during third year of experience.....	166,00
during fourth year of experience.....	180,00
thereafter.....	200,00
(d) Traveller/salesman, female—	
during first year of experience.....	92,00
during second year of experience.....	106,00
during third year of experience.....	125,00
during fourth year of experience.....	138,00
thereafter.....	158,00

(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, and shall not be under the age of sixteen years.

	Per week R
(f) (i) Driver of a motor vehicle of which the unladen mass together with the unladen mass of any trailer or trailers drawn by such vehicles—	
does not exceed 100 kg.....	9,50
exceeds 100 kg but not 500 kg.....	11,40
exceeds 500 kg but not 3 000 kg.....	16,35
exceeds 3 000 kg but not 5 000 kg.....	20,10
exceeds 5 000 kg.....	26,35
(ii) Packer.....	10,65
(iii) Driver of animal drawn vehicle.....	9,95
(iv) Watchman.....	10,20
(v) Traveller's assistant.....	10,20
(vi) Assembler.....	10,20
(vii) Bicycle assembler.....	11,00
(viii) Lift attendant.....	11,00
(g) Labourers—	
(i) adult.....	9,00
(ii) minor.....	7,00
(h) Ordermaker—	
With up to one year's experience.....	11,85
With more than one and up to two years' experience	13,50
Thereafter.....	17,15

	Per morning/ afternoon R
(i) Part-time employees—	
Shop assistant/Clerks, female—	
for a morning of five hours or part thereof..	2,70
for an afternoon of four hours or part thereof..	2,15
Shop assistants/Clerks, male—	
for a morning of five hours or part thereof..	4,35
for an afternoon of four hours or part thereof..	3,50

(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 or part-time employee, who is required or permitted by his employer to work less than the hours prescribed in clause 6 of this Agreement shall

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:

(i) Behoudens klousule 7 (5), wanneer 'n werknemer van sy werk afwesig is sonder die toedoen van of sonder om reëlins te tref met sy werkgever, 'n pro rata bedrag van sy loon vir die tydperk van sodanige afwesigheid;

(ii) heffings ingevolge klousule 14 van hierdie Ooreenkoms;

(iii) enige bedrag wat 'n werkgever ingevolge of kragtens 'n wet, ordonnansie of regsproses namens 'n werknemer moes betaal of toegelaat is om te betaal;

(iv) met die skriftelike toestemming van 'n werknemer, bedrae vir mediese, versekerings-, voorsorg- en/of pensioenfondse;

(v) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat aan 'n werkgever verskuldig is vir goedere wat sy werknemer van hom aangekoop het;

(vi) ledegeld van die vakvereniging, ingevolge klousule 18 van hierdie Ooreenkoms;

(vii) bydraes tot die pensioenskema soos voorgeskryf in klousule 19 van hierdie Ooreenkoms.

(3) *Koop van goedere.*—'n Werkgever 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) *Reis- en verblyftoelae.*—Benewens die lone voorgeskryf in subklousule (1) (c) en (d) van hierdie klousule, moet 'n werkgever—

(a) of sy handelsreisiger/verkoopman vergoed vir alle uitgawes wat hy redelikerwys vir maaltye en huisvesting vir homself aangegaan het gedurende 'n reis wat hy in die uitvoering van sy pligte onderneem het of hom 'n verblyftoelae van R4,50 betaal vir elke nag wat hy in die verrigting van sodanige pligte van sy hoofstaanplaas afwesig was; en hom—

(b) (i) alle redelike vervoerkoste betaal wat hy in die verrigting van sy pligte aangegaan het; of

(ii) wanneer sy werkgever van hom vereis of hom toelaat om sy eie motorkar in die verrigting van sy pligte te gebruik, 'n toelae betaal van minstens sewe sent per myl vir elke myl wat hy in verband met sodanige pligte in sodanige motorkar gereis het;

(c) wanneer hy van 'n ander klas werknemer vereis of hom toelaat om sy eie motorkar vir die verrigting van sy pligte te gebruik, sodanige werknemer 'n toelae van minstens sewe sent per myl betaal vir elke myl in sodanige kar gereis in verband met sodanige pligte;

(d) 'n handelsreisiger se assistent wat, terwyl hy 'n handelsreisiger/verkoopman vergesel op 'n reis wat die handelsreisiger/verkoopman in die uitvoering van sy pligte onderneem, van sy verblyfplek of sy werkgever se bedryfsinrigting afwesig is vir 'n tydperk wat langer as ses agtereenvolgende ure duur—

(i) 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;

(ii) 'n verblyftoelae van minstens R1,50 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" die tydperk tussen 11-uur nm. en 4-uur vm. beteken.

(6) *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 15de 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 16de en die laaste dag van 'n maand begin werk, een jaar daarna, gereken vanaf die laaste dag van sodanige maand.

(7) Niks in hierdie Ooreenkoms mag die loon wat te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag nie.

5. GETALSVIRHOUDING VAN WERKNEMERS

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

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:

(i) 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;

(ii) levies in terms of clause 14 of this Agreement;

(iii) any amount paid by an employer compelled or permitted by any law, ordinance or legal process to make payment on behalf of an employee;

(iv) with the written consent of an employee, deductions for medical, insurance, provident and/or pension funds, membership of which is not compulsory in terms of any agreement of the Council;

(v) with the written consent of an employee, an amount due to an employer for goods purchased from him by his employee;

(vi) trade union subscriptions in terms of clause 18 of this Agreement;

(vii) contributions to the Pension Scheme as prescribed in clause 19 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) *Travelling and subsistence allowance.*—In addition to the wages prescribed in subclause (1) (c) and (d) of this clause, an employer shall—

(a) 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 R4,50 in respect of each night spent away from his headquarters in the performance of such duties;

(b) (i) pay all reasonable transport expenses incurred by the traveller/salesman in the performance of his duties; or

(ii) when requiring or permitting a traveller/salesman to use his own car in the performance of his duties, pay an allowance of not less than 10 cents per mile for every mile travelled in such car in connection with such duties;

(c) when requiring or permitting any other class of employee to use his own car in the performance of his duties, pay such employee an allowance of not less than 10 cents per mile for every mile travelled in such car in connection with such duties;

(d) in the case of a traveller's assistant who, when accompanying a traveller/salesman on any journey undertaken by the traveller/salesman in the performance of his duties, is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours—

(i) reimburse him for all expenses reasonably incurred by him for any meals and teas for himself during each such period of absence not extending over a night;

(ii) pay him a subsistence allowance of not less than R1,50 for each night where such absence extends over one or more nights:

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

(6) *Incremental date.*—Any increment due to an employee in terms of subclause (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 15th 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 16th and last day of a month, one year thereafter reckoned as from the last day of such month.

(7) 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) Geen ongekwalifiseerde vroulike winkelassistent of klerk mag in diens geneem word nie tensy 'n gekwalifiseerde vroulike winkelassistent of klerk eers in diens geneem is, en vir elke gekwalifiseerde vroulike winkelassistent of klerk mag daar hoogstens twee ongekwalifiseerde vroulike winkelassistentes of klerke in diens geneem word.

(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 winkelassistent, 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 getalsverhouding 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.

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

(a) Vir meer as agt uur op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae, en 'n werkgewer mag ook nie toelaat dat werk op sodanige dae voor 6 vm. begin of na 6 nm. eindig nie;

(b) vir meer as vyf uur op Saterdag, en 'n werkgewer mag ook nie toelaat dat werk op sodanige dae voor 6 vm. begin of na 1 nm. eindig nie.

Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis of hom kan 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 kan, 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) en (b) en (5) van hierdie klousule. Met dien verstande dat—

(a) die goedkeuring van die Voorsitter of Sekretaris van die Raad vooraf verkry word;

(b) sodanige langer werkure nie meer as twee op 'n bepaalde dag of ses in 'n bepaalde week of 30 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) *Oortyd*.—Alle tyd wat daar langer gewerk word as die getal gewone werkure voorgeskryf in subklousules (1) en (5) van hierdie klousule, word geag oortyd te wees.

(4) *Besoldiging vir oortyd*.—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 subklousule (2), mag die werkure van die werknemers genoem in klousule 4 (1) (f), (g) en (h), hoogstens 46 uur per week beloop.

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

(7) 'n Werkgewer mag nie 'n werknemer 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 handelsreisiger se assistent en 'n werknemer wat goedere aflewer, 'n ruspouse van minstens 10 minute so na as doenlik aan die middel van die werkdagperk in die oggend en in die namiddag toestaan, 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) *Voorbehoud*.—Hierdie klousule is nie op werknemers wat 'n minimum salaris van R3 000 per jaar ontvang of op handelsreisigers/verkoopsmanne, handelsreisigers se assistente of wagt van toepassing nie. Met dien verstande dat daar nie van 'n wag vereis mag word om meer as ses dae in 'n bepaalde week te

(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.

(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 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 subclauses (2) and (4) of this clause, an employee employed in any of the occupations referred to in clause 4 (1) (a) and (b) 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 stocktaking or other special work, require or allow an employee to work in excess of the hours specified in subclauses (1) (a) and (b) and (5) of this clause, provided—

(a) that 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 30 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 subclauses (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 subclause (2), the hours of work of the employees referred to in clause 4 (1) (f) (g) and (h) 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, traveller's assistant and an employee engaged in the delivery of goods, a rest interval of not less than 10 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 R3 000 per annum or to travellers/salesmen, traveller's assistants or watchmen: Provided that a watchman shall not be required to work for more than six

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 'n dubbele dagloon betaal moet word vir sodanige tyd gewerk.

7. VERLOF EN SIEKTEVERLOF MET BESOLDIGING

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

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

(a) In die geval van 'n werknemer van die klasse genoem in klousule 4 (1) (a), (b), (c) en (d), met twee jaar of minder diens in sodanige klasse by dieselfde werkgever, 21 agtereenvolgende dae met volle besoldiging;

(b) in die geval van 'n werknemer van die klasse genoem in klousule 4 (1) (a), (c) en (d) met meer as twee agtereenvolgende jare en tot en met nege agtereenvolgende jare diens in sodanige klasse by dieselfde werkgever, 24 agtereenvolgende dae met volle besoldiging;

(c) in die geval van 'n werknemer van die klasse genoem in klousule 4 (1) (a), (b), (c) en (d) met meer as nege agtereenvolgende jare diens in sodanige klasse by dieselfde werkgever, 28 agtereenvolgende dae met volle besoldiging;

(d) in die geval van 'n werknemer van die klasse genoem in klousule 4 (1) (f), (g) en (h), met een jaar of langer diens in sodanige klasse by dieselfde werkgever, 21 agtereenvolgende dae met volle besoldiging;

Met dien verstande dat—

(i) 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 neem;

(ii) die werkgever die verloftyd vir die verskillende werknemers kan bepaal met redelike inagneming van die vereistes van sy onderneming;

(iii) tensy die werkgever vroeër verlof aan sy werknemer toegestaan 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;

(iv) jaarlikse verlof en siekteverlof nie mag saamval nie en dat jaarlikse verlof en siekteverlof ook nie met diensopsegging ooreenkomstig klousule 8 of met 'n tydperk van militêre opleiding wat 'n werknemer kragtens die Verdedigingswet, 1957, moet ondergaan, mag saamval nie; en

(v) as 'n openbare vakansiedag binne sodanige verlof val, sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n 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 toegestaan is nie, by diensbeëindiging die werknemer soos volg besoldig:

(a) In die geval van 'n werknemer van die klasse genoem in klousule 4 (1) (a), (b), (c) en (d), wat tot en met twee jaar diens in sodanige klasse by dieselfde werkgever gehad het, 1/17 van 'n week se loon, teen die besoldiging wat die werknemer ten tyde van diensopsegging ontvang het, vir elke voltooide week diens;

(b) in die geval van 'n werknemer van die klasse genoem in klousule 4 (1) (a), (b), (c) en (d), wat meer as twee en tot en met nege agtereenvolgende jare diens in dieselfde klasse by dieselfde werkgever gehad het, 1/15 van 'n week se loon, teen die besoldiging wat die werknemer ten tyde van diensopsegging ontvang het, vir elke voltooide week diens;

(c) in die geval van 'n werknemer van die klasse genoem in klousule 4 (1) (a), (b), (c) en (d), wat meer as nege agtereenvolgende jare diens in sodanige klasse by dieselfde werkgever gehad het, 1/12 van 'n week se loon, teen die besoldiging wat die werknemer ten tyde van diensopsegging ontvang het, vir elke voltooide week diens;

(d) in die geval van 'n werknemer van die klasse genoem in klousule 4 (1) (f), (g) en (h) van 'n week se loon teen die besoldiging wat die werknemer ten tyde van diensopsegging ontvang het, vir elke voltooide week diens;

Met dien verstande dat, vir die toepassing van hierdie subklousule, geen besoldiging verskuldig is nie in gevalle waar sodanige diens-tydperk minder as een maand is.

(4) Vir die toepassing van hierdie klousule word elke jaar van 'n werknemer se diens waarvoor hy op verlof geregtig is, geag elke tydperk van 12 maande te wees, gereken vanaf die datum waarop hy by sy werkgever in diens getree het.

(5) Wanneer 'n werkgever van sy werknemer vereis of hom toelaat om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, moet die werkgever aan sodanige

days in any one week; 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:

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

(b) in the case of an employee of the classes referred to in clause 4 (1), (a), (b), (c) and (d) 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;

(c) in the case of an employee of the classes referred to in clause 4 (1), (a), (b), (c) and (d) who has had more than nine consecutive years' employment with the same employer, in such classes, 28 consecutive days on full pay;

(d) in the case of an employee of the classes referred to in clause 4 (1), (f), (g) and (h) who has completed one or more years' employment with the same employer, in such classes, 21 consecutive days on full pay;

Provided that—

(i) 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;

(ii) the employer may fix the time of leave for the different employees with reasonable regard to the exigencies of his business;

(iii) 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 four months of the expiration of any one year or two years' continuous service, as the case may be;

(iv) 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

(v) 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—

(a) in the case of an employee of the classes referred to in clause 4 (1), (a), (b), (c) and (d) 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;

(b) in the case of an employee of the classes referred to in clause 4 (1), (a), (b), (c) and (d) 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;

(c) in the case of an employee of the classes referred to in clause 4 (1), (a), (b), (c), and (d) 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;

(d) in the case of an employee of the classes referred to in clause 4 (1), (f), (g) and (h) 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 subclause 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 will 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) When an employer requires or permits his employee to take leave before expiration of the 12 months of employment to which it relates, the employer shall grant such employee the full period

werknemer die volle tydperk van verlof toestaan wat vir 12 maande diens oploopbaar is en, met behoorlike inagneming van die oploping van enige verhogings ingevolge klousule 4, sodanige werknemer ten opsigte van sodanige verlof 'n bedrag betaal van minstens dié waarop die werknemer geregtig sou wees op die datum waarop die verlof hom normaalweg sou toekom: Met dien verstande dat waar 'n werknemer se diens eindig voor die verstrekking van die 12 maande ten opsigte waarvan die verlof ooreenkomstig hierdie voorbehoudsbepaling toegestaan was, die werkgever van enige besoldiging wat by diensbeëindiging aan die werknemer verskuldig is, die verskil kan aftrek tussen die bedrag wat hierkragtigens aan die werknemer betaal is en die bedrag waarop hy by diensbeëindiging geregtig sou gewees het indien verlof nie kragtens klousule 7 (3) (a) tot (d) aan hom toegestaan was nie.

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

(i) gedurende die eerste 12 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 vaksiedag van sy werk afwesig was;

(b) 'n skriftelike verklaring geteken deur 'n minderjarige werknemer se ouer of voog of deur 'n ander verantwoordelike persoon wanneer die werknemer drie dae of langer afwesig was.

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

(8) By die toepassing van hierdie klousule—

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

(i) met verlof is ooreenkomstig subklousule (2) van hierdie klousule; of

(ii) met siekteverlof is ooreenkomstig subklousule (5) van hierdie klousule; of

(iii) van sy werk afwesig is op las of op versoek van sy werkgever; of

(iv) militêre opleiding ondergaan,

wat in enige jaar hoogstens altesaam 10 weke ten opsigte van die tydperke in subparagrafe (i), (ii) en (iii), plus hoogstens vier maande van enige tydperk van militêre opleiding wat in subparagraaf (iv) gemeld word en wat hy daardie jaar ondergaan het, en enige aaneenlopende diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van inwerkingtreding 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 toegestaan is, word by die toepassing van hierdie klousule geag toegestaan 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 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. DIENSBEËINDIGING

(1) 'n Werkgever 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 die beëindiging van die kontrak gee: Met dien verstande dat sodanige kennis op enige dag van die maand of week gegee kan word; en voorts met dien verstande dat hierdie bepaling nie die reg van 'n werkgever of 'n werknemer om die dienskontrak om 'n regsgeldige rede te beëindig, raak nie.

(2) 'n Werkgever kan, in plaas van die voorgeskrewe kennis-tersyn, 'n werknemer 'n salaris vir daardie termyn betaal.

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

of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 4, shall pay such employee in respect of such leave an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off, against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination of his services, if leave had not been granted to him in terms of clause 7 (3) (i) to (iv).

(6) 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 36 consecutive months' employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate 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 subclause 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) 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.

(7) 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.

(8) For the purpose of this clause—

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

(i) is on leave in terms of subclause (2) of this clause; or

(ii) is on sick leave in terms of subclause (6) 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 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii), plus up to four months of any period of military training referred to in subparagraph (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 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 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 week's notice of termination of contract in writing: Provided that such notice may be given on any day of the month or week; 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 a salary for and in lieu of the prescribed period of notice.

(3) The provisions of the preceding subclause shall not apply to temporary employees.

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

(a) In die geval van 'n weekliks besoldigde werknemer, 'n bedrag gelyk aan die loon van een week; en

(b) in die geval van 'n maandeliks besoldigde werknemer, 'n bedrag gelyk aan die loon van twee weke.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n werkgever 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 klousule 6 (4) en klousule 7 (3) en 6 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook geag 'n voordeel te wees wat aan die oploop was.

(6) Die opseggingstermyn 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.

9. DIENSSERTIFIKAAT

(1) 'n Werkgever 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 werkgever, 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 werkgever in diens getree en die diens van die werkgever verlaat het. Die werkgever 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 werkgever 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 duur 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 werkgevers en die werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

11. VRYSTELLINGSERTIFIKAAT

(1) Die Raad kan 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 kan 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 sekretarisse van die werkgeversorganisasie en die vakvereniging gestuur word.

12. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD

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

13. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei landstale in sy winkel opplak en opgeplak 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 werkgever 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 werkgever 'n bedrag voeg wat daaraan gelyk is: Met dien verstande dat die bepalings van

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

(a) in the case of a weekly paid employee, an amount equal to one week's wages; and

(b) in the case of a monthly paid employee, an amount equal to two week's 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 subclause (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 subclause any payment which may be due to an employee in terms of clause 6 (4) and clause 7 (3) and (6) 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. 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 authorised member and the Secretary of the Council and issued to the exempted person.

(3) Copies of each licence issued shall be forwarded to the secretaries of the employers' organisation 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

hierdie klousule nie ten opsigte van 'n werknemer wat minder as 12 dae in 'n bepaalde maand vir dieselfde werkgever gewerk het, van toepassing is nie.

(2) Die werkgever moet alle bedrae wat ooreenkomstig subklousule (1) van hierdie klousule verskuldig is, saam met 'n staat wat die getal werknemers wat in diens is en hul beroepe 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 bepalinge van hierdie Ooreenkoms te gee.

'n Agent mag enige bedryfsinrigting betree en mag enige werkgever of werknemer ondervra en die register van betaalde lone, verlof toegestaan, tyd gewerk en betaling vir stukwerk en oortydwerk inspekteer met die doel om vas te stel of al die bepalinge van hierdie Ooreenkoms nagekom word.

16. BUITEWERK

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

17. WERKENDE WERKGEWERS

'n Werkgever wat in sy eie bedryfsinrigting die werk verrig wat gewoonlik deur 'n winkelassistent 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 VIR VAKVERENIGING

Alle werkgewers moet, op versoek van die vakvereniging, maandeliks van die lone 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 lone sodanige bedrae afgetrek moet word.

19. PENSIOENSKEMA

(1) (a) Hierby word die Pensioenschema vir die Kommersiële Distribusiebedryf, Kimberley (hierna "die Skema" genoem), voortgesit.

(b) Die doel van die Skema is om pensioen- en lewensversekeringsvoordele te verskaf ingevolge die ooreenkoms gesluit tussen die Raad en die Federated Employers' Insurance Co. Ltd of enige latere wysigings daarvan waarvoor onderling deur die Raad en genoemde Maatskappy ooreengekom word.

(c) Eksemplare van alle dokumente bevattende gedetailleerde inligting oor die Skema en enige wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) *Lidmaatskap.*—(a) Behoudens paragraaf (b) van hierdie subklousule, is lidmaatskap van die Skema verpligtend vir alle werknemers vir wie lone in klousule 4 (a), (b), (c) en (d) voorgeskryf word en wat een maand diens in die Kommersiële Distribusiebedryf voltooi het: Met dien verstande dat hierdie klousule nie van toepassing is nie op 'n werknemer wat op 22 September 1969 lid was of daarna lid word van 'n skema wat pensioen- en/of voorsorgvoordele verskaf en wat op genoemde datum bestaan het en waaraan die werkgever van daardie werknemer op genoemde datum 'n deelnemer was, of op die werkgever van sodanige werknemer slegs gedurende dié tydperk wat sodanige skema bly voortbestaan en sowel die werkgever as die werknemer daaraan deelneem, indien die voordele wat sodanige skema verskaf, na die mening van die Raad, oor die algemeen nie minder gunstig is nie as die voordele wat deur die Skema verskaf word. Werkgewers moet die Raad binne een maand na die datum waarop hulle tot die Kommersiële Distribusiebedryf toetree, skriftelik in kennis stel van die bestaan van sodanige pensioen- en/of voorsorgfonds.

(b) Elke persoon vir wie lidmaatskap van die Skema ingevolge paragraaf (a) van hierdie subklousule verpligtend is, moet 'n aansoekvorm wat deur die Raad voorgeskryf en verskaf word, invul en sodanige ingevulde vorm by die Sekretaris van die Raad indien binne een maand met ingang van die datum waarop hy tot die Kommersiële Distribusiebedryf toetree of weer eens toetree.

(3) *Bydraes.*—(a) Ooreenkomstig die prosedure wat in paragraaf (b) tot (f) van hierdie subklousule voorgeskryf word, moet elke werknemer op wie hierdie klousule van toepassing is, op elke betaaldag 'n bedrag wat gegrond is op die groep waarin die werklike salaris val, soos uiteengesit in paragraaf (g) van hierdie subklousule, tot die Skema bydra, welke bedrag deur sy werkgever van sy maandsalaris afgetrek moet word, en elke werkgever op wie hierdie klousule van toepassing is, moet by die werknemer se bydrae 'n gelyke bedrag voeg.

that the provisions of this clause shall not apply in respect of any employee who has worked for the same employer for less than 12 days in any one month.

(2) All amounts due in accordance with the provisions of subclause (1) of this clause shall, together with a statement showing the number of employees employed and their occupations 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, leave granted, time worked and payment made for piece-work and overtime for the purpose of ascertaining whether all 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. 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.

19. PENSION SCHEME

(1) (a) There is hereby continued the Pension Scheme for the Commercial Distributive Trade, Kimberley (hereinafter referred to as "the Scheme").

(b) The object of the Scheme shall be to provide pension and life insurance benefits in accordance with the agreement entered into between the Council and the Federated Employers' Insurance Co Ltd or any subsequent amendments thereto mutually agreed upon between the Council and the said Company.

(c) Copies of all documents containing detailed information of the Scheme and any amendments thereto shall be lodged with the Secretary for Labour.

(2) *Membership.*—(a) Subject to the provisions of paragraph (b) of this subclause, membership of the Scheme shall be compulsory for all employees for whom wages are prescribed in clause 4 (a), (b), (c) and (d) who have completed one month's employment in the Commercial Distributive Trade: Provided that the terms of this clause shall not apply to any employee who on 22 September 1969, was or thereafter becomes, a participant in and member of any scheme providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of such employee, during such period only as such scheme continues to operate and both employer and employee are participants therein, if, in the opinion of the Council, the benefits which such scheme provides are on the whole not less favourable than the benefits provided by the Scheme. Employers shall notify the Council, in writing, of the existence of such pension and/or provident fund within one month after the date of their entering into the commercial Distributive Trade.

(b) Every person for whom membership of the Scheme is compulsory in terms of paragraph (a) of this subclause, shall complete an application form prescribed and supplied by the Council and lodge such completed form with the Secretary of the Council within one month of the date on which he enters or re-enters the Commercial Distributive Trade.

(3) *Contributions.*—(a) In accordance with the procedure laid down in paragraphs (b) to (f) of this subclause, every employee to whom this clause applies shall on each pay day contribute to the Scheme, an amount based on the group within which the actual salary falls, as set out in paragraph (g) of this subclause, which amount shall be deducted by his employer from his monthly salary, and every employer to whom this clause applies shall add to the employee's contribution an equal amount.

(b) 'n Werkgewer mag geen bedrag ingevolge paragraaf (a) hiervan betaal of afrek ten opsigte van 'n werknemer wat minder as 16 agtereenvolgende dae vir hom in 'n bepaalde maand gewerk het nie.

(c) Waar 'n werknemer by twee of meer werkgewers gedurende dieselfde maand in diens was, moet die werkgewer by wie hy gedurende daardie maand minstens 16 agtereenvolgende dae werksaam was, die bedrag ten opsigte van dié maand aftrek en die bydrae betaal wat in paragraaf (a) hiervan bedoel word.

(d) Elke werknemer moet ten opsigte van elke bedrag wat hy aldus ingevolge paragraaf (a) van hierdie subklousule betaal het, op die sewende dag van die maand aan elkeen van sy werknemers op wie hierdie klousule van toepassing is, 'n seël/seëls uitreik wat die waarde van sodanige bedrag verteenwoordig. Sodanige seël/seëls moet deur die werkgewer gerojêer word met sy naam, adres en die datum van uitreiking.

(e) Elke werknemer moet sodanige seël/seëls onmiddellik onderteken en in sy bydraeboek plak wat op aanvraag deur die Raad aan elke bydraer verskaf word, en sodanige boek moet deur hom bewaar word. Nóg die seëls nóg die bydraeboeke is oordraagbaar.

(f) Die volle bedrag wat aldus van werknemers afgetrek word, tesame met die gelyke bedrag wat deur die werkgewer bygedra moet word, moet deur laasgenoemde aan die Sekretaris van die Raad gestuur word voor of op die sewende dag van die maand wat volg op die maand waartydens die bedrae afgetrek is of afgetrek moes word, tesame met 'n opgawe wat die getal en name van werknemers bevat van wie bedrae afgetrek is of afgetrek moes word.

(g) *Bydraetabel:*

Salarisklas	Pensioengewende salaris	Lid se maandelikse bydrae	Werk-gewer se maandelikse bydrae	Totale maandelikse bydrae
	R	R	R	R
1.....	tot 360	1,00	1,00	2,00
2.....	361 tot 600	2,00	2,00	4,00
3.....	601 tot 840	3,00	3,00	6,00
4.....	841 tot 1 080	4,00	4,00	8,00
5.....	1 081 tot 1 320	5,00	5,00	10,00
6.....	1 321 tot 1 560	6,00	6,00	12,00
7.....	1 561 tot 1 800	7,00	7,00	14,00
8.....	1 801 tot 2 040	8,00	8,00	16,00
9.....	2 041 tot 2 280	9,00	9,00	18,00
10.....	2 281 tot 2 520	10,00	10,00	20,00
11.....	2 521 tot 2 760	11,00	11,00	22,00
12.....	2 761 tot 3 000	12,00	12,00	24,00
13.....	3 001 tot 3 240	13,00	13,00	26,00
14.....	3 241 tot 3 480	14,00	14,00	28,00
15.....	3 481 tot 3 720	15,00	15,00	30,00

Vir elke R240 waarmee die pensioengewende salaris bo R3 720 verhoog word, moet sowel die lid as die werkgewer se bydrae met R1 verhoog word.

Vir die toepassing van hierdie klousule beteken "pensioengewende salaris" die totale jaarlikse vergoeding wat deur 'n werknemer ontvang word, uitgesonderd kommissie of bonus.

(4) *Administrasie.*—(a) Die Raad of 'n Bestuurskomitee aangestel deur die Raad, moet die Skema administreer ooreenkomstig die reëls wat deur die Raad goedgekeur is.

Die Bestuurskomitee moet aangestel word uit die geledere van die verteenwoordigers van die werkgewers en die werknemers in die Raad en hulle sekondusse en moet bestaan uit 'n gelyke getal werkgewers- en werknemersvertenwoordigers. Die reëls van die Skema mag nie met bepalinge van hierdie Ooreenkoms of die bepalinge van die Wet op Nywerheidsversoenig, 1956, of met enige ander Wet onbestaanbaar wees nie.

(b) Die Raad mag te eniger tyd nuwe reëls opstel en bestaande reëls wysig of herroep; kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(c) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die geldigheidstermyn van hierdie Ooreenkoms kan die Registrateur 'n trustee of trustees aanstel om die funksies van die Raad ten opsigte van hierdie klousule uit te voer, en die trustees wat aldus aangestel word, het, vir die toepassing van hierdie klousule, al die bevoegdhede van die Raad.

(b) No payment or deduction shall be made in terms of paragraph (a) hereof by an employer in respect of an employee who works less than 16 consecutive days for him in any month.

(c) Where an employee is employed by two or more employers during the same month, the deduction and contribution in terms of paragraph (a) hereof for that month shall be made by the employer by whom he was employed during that month for not less than 16 consecutive days.

(d) Every employer shall, in respect of each amount so paid by him in terms of paragraph (a) of this subclause, issue on or before the seventh day of the month to each of his employees to whom this clause applies a stamp/s to the value of such amount. Such stamp/s shall be cancelled by the employer with his name, address and the date of issue.

(e) Every employee shall immediately sign and affix such stamp/s in his contribution book which shall be supplied upon application to each contributor by the Council, and such book shall be retained by him. Neither the Stamps nor the contribution books are transferable.

(f) The total amount so deducted from employees, together with the equal amount which shall be contributed by the employer shall be forwarded by the latter to the Secretary of the Council on or before the seventh day of the month succeeding the month during which the deductions were made or required to be made, together with a statement showing the number and names of employees from whom deductions were made or required to be made.

(g) *Table of contributions*

Salary class	Pensionable salary	Member's monthly contribution	Employers' monthly contribution	Total monthly contribution
	R	R	R	R
1.....	to 360	1,00	1,00	2,00
2.....	361 to 600	2,00	2,00	4,00
3.....	601 to 840	3,00	3,00	6,00
4.....	841 to 1 080	4,00	4,00	8,00
5.....	1 081 to 1 320	5,00	5,00	10,00
6.....	1 321 to 1 560	6,00	6,00	12,00
7.....	1 561 to 1 800	7,00	7,00	14,00
8.....	1 801 to 2 040	8,00	8,00	16,00
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12.....	2 761 to 3 000	12,00	12,00	24,00
13.....	3 001 to 3 240	13,00	13,00	26,00
14.....	3 241 to 3 480	14,00	14,00	28,00
15.....	3 481 to 3 720	15,00	15,00	30,00

For each R240 by which the pensionable salary is increased above R3 720, the member's as well as the employer's contribution shall be increased by R1.

For the purpose of this clause, "pensionable salary" shall mean the total annual remuneration received by an employee excluding commission or bonus.

(4) *Administration.*—(a) The Scheme shall be administered by the Council or a Management Committee appointed by the Council, in accordance with rules approved by the Council.

The Management Committee shall be appointed from amongst the representatives of the employers and the employees on the Council and their alternates and shall consist of an equal number of representatives of employers and employees. The rules of the Scheme shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1956, or any other Act.

(b) The Council may at any time make new rules and alter or repeal any existing rules; copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this clause and the trustees so appointed shall have all the powers vested in the Council for the purpose of this clause.

(5) *Vrywaring*.—Die lede van die Raad en sy werknemers is nie vir die skulde en laste van die Skema aanspreeklik nie en hulle word hierby deur die Skema gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hul pligte aangaan.”

Namens die Raad op hede die sestiende dag van September 1971 in Kimberley onderteken.

W. S. ADAMS, Voorsitter van die Raad.

R. R. G. MACKAY, Ondervoorsitter van die Raad.

G. W. BARNES, Sekretaris van die Raad.

(5) *Indemnity*.—The members of the Council and its employees shall not be liable for any debts and liabilities of the Scheme and they are hereby indemnified by the Scheme against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

Signed at Kimberley on behalf of the Council on the sixteenth day of September 1971.

W. S. ADAMS, Chairman of the Council.

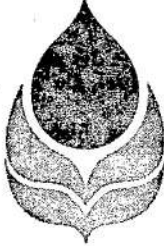
R. R. G. MacKAY, Vice-Chairman of the Council.

G. W. BARNES, Secretary of the Council.

Werk mooi daarmee.

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