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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 1525.]

[13 September 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.**KOMMERSIËLE DISTRIBUSIEBEDRYF,
KIMBERLEY.**

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

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

A. E. TROLLIP,
Minister van Arbeid.**GOVERNMENT NOTICES.****DEPARTMENT OF LABOUR.**

No. 1525.]

[13 September 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.**COMMERCIAL DISTRIBUTIVE TRADE,
KIMBERLEY.**

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

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

A. E. TROLLIP,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KOMMERSIËLE
DISTRIBUSIEBEDRYF, KIMBERLEY.

OOREENKOMS

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

Kimberley Commercial Employers' Association

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

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

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWING.

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

"volwassene" 'n persoon wat 18 jaar oud en ouer is;
"monteur" 'n werknemer, uitgesonderd 'n fietsmonteur of 'n assistent-fietsmonteur, wat werktuigkundige of elektriese toestelle of apparaat of samestellende dele daarvan geheel en al of gedeeltelik uit reeds gemaakte dele inmeekaarsit vir verkoopdoeleindes;
"assistent-fietsmonteur" 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

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

"Wet" die Wet op Nywerheidsversoening, 1956;

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

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

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

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

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

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

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

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

SCHEDULE.

COMMERCIAL DISTRIBUTIVE TRADE INDUSTRIAL
COUNCIL, KIMBERLEY.

AGREEMENT

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

Kimberley Commercial Employers' Association

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

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

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

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

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

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

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

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

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

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

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

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

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

"ondervinding"—

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

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

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

"uurloon" die weekloon gedeel, in die geval van werknemers vir wie lone in klousule 4 (a), (b), (c), (d) en (e) van die Ooreenkoms voorgeskryf word, deur 45, en in die geval van werknemers vir wie lone in klousule 4 (f), (g) en (h) voorgeskryf word, deur 47, en vir die doel van hierdie omskrywing beteken "weekloon" in verband met 'n werknemer in 'n beroep waarvoor 'n maandloon in die Ooreenkoms voorgeskryf word, sodanige maandloon gedeel deur vier en een derde;

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

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

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

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

hulp op afloweringsvoertuie verleen;

afvalmetaal opbreuk;

goedere dra, beweeg, op 'n hoop pak of uitpak;

wiele omruil of lekplekke in bande herstel;

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

vis skoonmaak, skraap, sny of in mote verdeel;

pluimvee skoonmaak of pluk;

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

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

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

bottels of ander houers met voorrade vul;

diere voer;

posstukke vou of in koevert plaas;

eiers volgens grootte gradeer;

voertuie op- of aflaai;

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

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

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

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 goederhysbak of -hysbedien;

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 aflowering;

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 klere was;

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

artikels vir verkoop of uitstalling pers of stryk;

"hysbediende" '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;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemers ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar nie ook die inleiding wat hy verkies om ooreenkomstig artikel drie-en-twintig van genoemde Wet te ondergaan of ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"dressmaker" means an employee who is engaged in making any article of woman'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;

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

"experience" means—

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

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

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

"hourly wage" means the weekly wage in respect of the employees for whom wages are prescribed under clause 4 (a), (b), (c), (d) and (e) of the Agreement divided by 45, and in respect of the employees for whom wages are prescribed under clause 4 (f), (g) and (h) divided by 47, and for the purpose of this definition weekly wage in relation to an employee employed in an occupation for which a monthly wage is laid down in the Agreement means such monthly wage divided by four and one-third;

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

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

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

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

assisting on delivery vehicles;

breaking up scrap metal;

carrying, moving, stacking or unpacking goods;

changing wheels or repairing punctures;

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

cleaning or plucking poultry;

cleaning, scaling, cutting or slicing fish;

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

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

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

feeding animals;

filling bottles or other containers for stock;

folding or enveloping mail;

grading eggs according to size;

loading or unloading vehicles;

making or maintaining fires or removing refuse or ashes;

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

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

melting scrap lead;

mending bags or sacks by hand;

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

oiling or greasing vehicles, other than motor vehicles;

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

operating a goods lift or hoist;

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

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;

washing overalls, uniforms or protective clothing;

weighing to a set scale;

pressing or ironing articles for sale or display;

"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;

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

"hoedemaker" 'n werknemer wat hoede maak, versier, verander of vernieu;

"motorvoertuig" 'n kragaaangedrewe voertuig wat gebruik word vir die vervoer van persone of goedere, en ook 'n voorhaker, maar nie ook 'n mobiele hyser nie;

"bestelman" 'n werknemer wat uitsluitlik of hoofsaaklik kleinhandelbestellings vir goedere of koopware buite die bedryfsinrigting van sy werkgever versamel of vra;

"bestellingopmaker" 'n werknemer wat goedere bymekaarmaak in 'n gedeelte van 'n bedryfsinrigting waartoe klante geen toegang het nie en 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, koeverte en pakke mag merk of adresseer. Vir die doel van hierdie omskrywing beteken die uitdrukking "goedere bymekaarmaak" die byeenbring van goedere volgens 'n skriftelike bestelling, opdrag of lys en ook die gee van skriftelike bevels aan 'n arbeider om sodanige goedere te gaan haal, te dra of op 'n hoop te pak;

"verpakker" 'n werknemer wat goedere verpak vir vervoer of aflewering vanuit 'n winkel, uitgesonderd die pakwerk soos bedoel in die omskrywing van "arbeider", en wat daarbenewens koeverte, etikette en pakke mag adresseer;

"gekwalfiseerde manlike winkelassistent of klerk" 'n manlike winkelassistent of klerk met minstens vyf jaar ondervinding onderskeidelik as 'n winkelassistent of 'n klerk;

"ongekwalfiseerde manlike winkelassistent of klerk" 'n manlike winkelassistent of klerk met minder as vyf jaar ondervinding onderskeidelik as 'n winkelassistent of 'n klerk;

"gekwalfiseerde vroulike winkelassistent of klerk" 'n vroulike winkelassistent of klerk met minstens vyf jaar ondervinding onderskeidelik as 'n winkelassistent of 'n klerk;

"ongekwalfiseerde vroulike winkelassistent of klerk" 'n vroulike winkelassistent of klerk met minder as vyf jaar ondervinding onderskeidelik as 'n winkelassistent of 'n klerk;

"gekwalfiseerde bestellingopmaker" 'n bestellingopmaker met minstens twee jaar ondervinding as 'n bestellingopmaker;

"ongekwalfiseerde bestellingopmaker" 'n bestellingopmaker met minder as twee jaar ondervinding as 'n bestellingopmaker;

"salaris" die totale loon wat aan 'n werknemer betaal word;

"winkel"—

(a) 'n perseel of gedeelte van 'n perseel waartoe die publiek uitgenooi word met die doel om die goedere wat daarin of daarop vir verkoop uitgestal word, of goedere van die tipe wat aldus vir verkoop aangebied of uitgestal word, te koop;

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

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

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

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

"monsterjong" 'n werknemer wat 'n handelsreisiger op sy rondes vergesel en hom help om sy monsters in of uit te pak of uit te stal;

"winkel- of vloeropsigter" 'n werknemer wat spesifiek belas is met die verantwoordelikheid om toesig te hou oor verkope, die veilige bewaring van voorrade en die dryf van besigheid met die publiek binne 'n afgebakende afdeling of afdelings van 'n bedryfsinrigting;

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

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

(a) Klante in 'n bedryfsinrigting bedien;

(b) goedere of handelsware verkoop;

"milliner" means an employee who is engaged in the making, trimming, altering or renovating of hats;

"motor vehicle" means any power-driven vehicle used for conveying persons or goods and includes a mechanical horse but does not include a mobile hoist;

"orderman" means an employee who is wholly or substantially engaged in collecting or soliciting retail orders for goods or merchandise outside the establishment of his employer;

"ordermaker" means an employee who is engaged in assembling goods in a portion of an establishment to which customers have no access and whose duties do not involve any discretion in the selection of goods according to quality or a customer's description; provided that such employee may weigh goods in connection with such assembling and may also pack goods for transport or delivery from a shop and mark or address labels, envelopes and packages. For the purpose of this definition, the expression "assembling goods" means the bringing together of goods in accordance with a written order, instruction or list and may include the giving of verbal orders to a labourer to fetch, carry or stack such goods;

"packer" means an employee who is engaged in packing goods for transport or delivery from a shop, other than the packing referred to in the definition of labourer, and who may in addition thereto address envelopes, labels and packages;

"qualified male shop assistant or clerical employee" means a male shop assistant or clerical employee who has had not less than five years' experience as a shop assistant or clerical employee respectively;

"unqualified male shop assistant or clerical employee" means a male shop assistant or clerical employee who has had less than five years' experience as a shop assistant or clerical employee respectively;

"qualified female shop assistant or clerical employee" means a female shop assistant or clerical employee who has had not less than five years' experience as a shop assistant or clerical employee respectively;

"unqualified female shop assistant or clerical employee" means a female shop assistant or clerical employee who has had less than five years' experience as a shop assistant or clerical employee respectively;

"qualified ordermaker" means an ordermaker who has had not less than two years' experience as an ordermaker;

"unqualified ordermaker" means an ordermaker who has had less than two years' experience as an ordermaker;

"salary" means the total wage paid to an employee;

"shop" means—

(a) any premises or portion of any premises to which the public is invited for the purpose of purchasing the goods displayed therein or thereon for sale, or goods of the type so offered or displayed for sale;

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

(c) any premises, in which goods are stocked and from which wholesale orders are executed for the supply of such goods to customers for resale; or

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

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

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

"shop or floor walker" means an employee who is specifically charged with supervising responsibility for the conduct of sales, the safe custody of stock and the conduct of business with the public within any demarcated section or sections of an establishment;

"storeman and/or warehouseman" means an employee who is mainly engaged in assembling, storing, packing or unpacking goods in a store or warehouse and in delivering goods from a store or warehouse to departments for despatch;

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

(a) attending to customers in an establishment;

(b) selling goods or merchandise;

- (c) voorrade versorg;
 (d) goedere gereedmaak vir uitstalling;
 (e) bestellings bymeakaarmaak;

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

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

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

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

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

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

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

"wag" 'n werknemer wat persele bewaak.

4. LONE.

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

	Per maand. R c
(a) Mans—	
Bestuurder	140 00
Winkelassistent en klerke—	
Met hoogstens een jaar ondervinding	40 00
Met meer as een maar hoogstens twee jaar onder-vinding	52 00
Met meer as twee maar hoogstens drie jaar onder-vinding	62 00
Met meer as drie maar hoogstens vier jaar onder-vinding	72 00
Met meer as vier maar hoogstens vyf jaar onder-vinding	82 00
Met meer as vyf maar hoogstens ses jaar onder-vinding	95 00
Daarna	105 00
(b) Vrouens—	
Bestuurderes	100 00
Winkelassistent en klerke—	
Met hoogstens een jaar ondervinding	37 00
Met meer as een maar hoogstens twee jaar onder-vinding	45 00
Met meer as twee maar hoogstens drie jaar onder-vinding	50 00
Met meer as drie maar hoogstens vier jaar onder-vinding	57 00
Met meer as vier maar hoogstens vyf jaar onder-vinding	64 00
Met meer as vyf maar hoogstens ses jaar onder-vinding	68 00
Daarna	72 00
(c) Handelsreisiger/verkoopman (manspersoon)—	
Gedurende eerste jaar ondervinding	100 00
Gedurende tweede jaar ondervinding	110 00
Gedurende derde jaar ondervinding	120 00
Gedurende vierde jaar ondervinding	130 00
Daarna	140 00
(d) Handelsreisiger/verkoopman (vrouspersoon)—	
Gedurende eerste jaar ondervinding	70 00
Gedurende tweede jaar ondervinding	88 00
Gedurende derde jaar ondervinding	90 00
Gedurende vierde jaar ondervinding	100 00
Daarna	110 00
(e) Tydelike werknemers—	
'n Tydelike werknemer moet minstens die loon betaal word wat hierin voorgeskryf word vir 'n werknemer van dieselfde klas en dieselfde geslag en met dieselfde onder-vinding.	

- (c) attending to stock;
 (d) dressing out for display of goods;
 (e) assembling orders;

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

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

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

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

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

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

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

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

4. WAGES.

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

	Per Month. R c
(a) Males—	
Manager	140 00
Shop assistants and clerical employees—	
With up to one year's experience	40 00
With more than one and up to two years' experience	52 00
With more than two and up to three years' experience	62 00
With more than three and up to four years' experience	72 00
With more than four and up to five years' experience	82 00
With more than five and up to six years' experience	95 00
Thereafter	105 00
(b) Females—	
Manageress	100 00
Shop assistants and clerical employees—	
With up to one year's experience	37 00
With more than one and up to two years' experience	45 00
With more than two and up to three years' experience	50 00
With more than three and up to four years' experience	57 00
With more than four and up to five years' experience	64 00
With more than five and up to six years' experience	68 00
Thereafter	72 00
(c) Traveller/salesman, male—	
During first year of experience	100 00
During second year of experience	110 00
During third year of experience	120 00
During fourth year of experience	130 00
Thereafter	140 00
(d) Traveller/salesman, female—	
During first year of experience	70 00
During second year of experience	80 00
During third year of experience	90 00
During fourth year of experience	100 00
Thereafter	110 00
(e) Temporary employees—	
A temporary employee shall be paid not less than the wages herein prescribed for an employee of the same sex and length of experience.	

	Per week. R c
(f) (i) Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
Hoogstens 200 lb. is	7 50
Meer as 200 lb. maar hoogstens 1,000 lb. is	9 00
Meer as 1,000 lb. maar hoogstens 6,000 lb. is	12 90
Meer as 6,000 lb. maar hoogstens 10,000 lb. is	15 70
Meer as 10,000 lb. is	20 80
(ii) Verpakker	7 75
(iii) Drywer van 'n dierevoertuig	7 55
(iv) Wag	7 75
(v) Monstertjong	7 75
(vi) Monteur	7 75
(vii) Assistent-fietsmonteur	7 75
(viii) Fietsmonteur	8 30
(ix) Hyserbediener	8 50
(g) Arbeiders—	
(i) Volwassenes	7 25
(ii) Minderjariges	5 50
(h) Bestellingopmaker—	
Met hoogstens een jaar ondervinding	9 00
Met meer as een maar hoogstens twee jaar ondervinding	11 00
Daarna	13 00

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

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

- Behoudens die bepalinge van klousule 7 (5), wanneer 'n werknemer van sy werk afwesig is sonder die toedoen van of sonder om reëlings met sy werkgever te tref, 'n *pro rata* bedrag van sy loon vir die tydperk van sodanige afwesigheid;
 - heffings ingevolge klousule 14 van hierdie Ooreenkoms;
 - enige bedrag wat 'n werkgever regens of ingevolge 'n ordonnansie of regsproses namens 'n werknemer moes betaal en betaal het;
 - met die skriftelike toestemming van 'n werknemer, bedrae vir mediese, versekerings-, voorsorgs- en/of pensioenfondse;
 - met die skriftelike toestemming van 'n werknemer, 'n bedrag wat aan 'n werkgever verskuldig is vir goedere wat sy werknemer van hom aangekoop het.
- (3) *Aankoop 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) *Lewenskostoelae.*—Die lone voorgeskryf in klousule 4 (1) hiervan, sluit die lewenskostoelae in soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig. As die lewenskostoelae wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige vervangende of plaasvervangende wetgewing betaalbaar is, verhoog word, moet die lone wat hierin voorgeskryf word, dienoreenkomstig verhoog word; met dien verstande dat die verskil tussen die lone wat hierin voorgeskryf word en die ooreenstemmende lone soos voorgeskryf in subklousule 4 (1) van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 269 van 21 Julie 1961, vir die toepassing van genoemde Oorlogsmaatreël of enige vervangende of plaasvervangende wetgewing, as lewenskostoelae moet tel by die betrekking van die betrokke aanpassings.

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

- of sy handelsreisiger/verkoopman vergoed vir alle uitgawes wat hy redelikerwys vir maaltye en huisvesting vir homself aangegaan het in die loop van 'n reis wat hy in die uitvoering van sy pligte onderneem het of hom 'n verblyftoelae van R2.50 betaal ten opsigte van elke nag wat hy in die verrigting van sodanige dienste van sy hoofstaanplaas afwesig was; en hom—
- (a) alle redelike vervoerkoste betaal wat hy in die verrigting van sy dienste aangegaan het; of
- (b) wanneer sy werkgever dit van hom vereis of hom toelaat om sy eie motorkar in die verrigting van sy dienste te gebruik, 'n toelae betaal van minstens sewe sent per myl vir elke myl wat hy in verband met sodanige dienste in sodanige motorkar gereis het;

	Per Week. R c
(f) (i) Driver of a motor vehicle of which the unladen weight together with the unladen weight of any trailer or trailers drawn by such vehicles—	
Does not exceed 200 lb.	7 50
Exceeds 200 lb. but not 1,000 lb.	9 00
Exceeds 1,000 lb. but not 6,000 lb.	12 90
Exceeds 6,000 lb. but not 10,000 lb.	15 70
Exceeds 10,000 lb.	20 80
(ii) Packer	7 75
(iii) Driver of animal drawn vehicle	7 55
(iv) Watchman	7 75
(v) Sample boy	7 75
(vi) Assembler	7 75
(vii) Assistant bicycle assembler	7 75
(viii) Bicycle assembler	8 30
(ix) Lift attendant	8 50
(g) Labourers—	
(i) Adult	7 25
(ii) Minor	5 50
(h) Ordermaker—	
With up to one year's experience	9 00
With more than one and up to two years' experience	11 00
Thereafter	13 00

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

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

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

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

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

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

(5) *Cost of Living Allowance.*—The wages prescribed in clause 4 (1) hereof shall include cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowances in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased, the wages prescribed herein shall be increased accordingly; provided that the difference between the rates of wages herein prescribed and the corresponding rates prescribed in sub-clause 4 (1) of the Agreement, published under Government Notice No. 269 of the 21st July, 1961, shall for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowances in the determination of the relevant adjustments.

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

- either re-imburse his traveller/salesman for all expenses reasonably incurred by him for meals and accommodation for himself during the course of any journey undertaken in the course of his duties or pay him a subsistence allowance of R2.50 in respect of each night spent away from his headquarters in the performance of such duties; and pay
- (a) all reasonable transport expenses incurred by him in the performance of his duties; or
- (b) when his employer requires or permits him to use his own car in performance of his duties, an allowance of not less than seven cents per mile for every mile travelled in such car in connection with such duties;

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

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

- (i) In die geval van 'n vroulike werknemer, R1 per maand gedurende die eerste tydperk van twaalf maande van sodanige verdere diens; R2 per maand gedurende die tweede sodanige tydperk en R3 per maand daarna;
- (ii) in die geval van 'n manlike werknemer, R2.50 per maand gedurende die eerste tydperk van twaalf maande van sodanige verdere diens, R5 per maand gedurende die tweede sodanige tydperk en R7.50 per maand daarna.

(8) *Verhogingsdatum*.—'n Verhoging wat ingevolge subklousule (1) (a), (b), (c), (d) en (h) van hierdie klousule aan 'n werknemer verskuldig is, is soos volg betaalbaar:—

- (a) Ten opsigte van 'n werknemer wat tussen die eerste en die vyftiende dag van 'n maand begin werk, een jaar daarna, gereken vanaf die eerste dag van sodanige maand; en
 - (b) ten opsigte van 'n werknemer wat tussen die sestiende en die laaste dag van 'n maand begin werk, een jaar daarna, gereken vanaf die laaste dag van sodanige maand.
- (9) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat te eniger tyd voor of op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag nie.

5. 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.

(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 winkelassistente of klerke in diens geneem word; met dien verstande dat die lone van sodanige twee ongekwalifiseerde werknemers altesaam minstens R94 per maand moet bedra.

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

(4) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n 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 getalshverhouding 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 die bepalings van subklousule (2) en (4) van hierdie klousule, mag daar nie van 'n werknemer wat werksaam is in die beroep soos bedoel in paragraaf (a), (b), (c) en (d) van subklousule (1) van klousule 4, vereis word om meer as 45 uur per week, wat soos volg ingedeel is, te werk nie:—

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

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

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

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

(iii) when an employer requires or permits any other class of employee to use his own car in the performance of his duties he shall pay such employee an allowance of not less than seven cents per mile for every mile travelled in such car in connection with such duties.

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

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

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

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

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

5. PROPORTION OR RATIO OF EMPLOYEES.

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

(2) No unqualified female shop assistant or clerical employee shall be employed unless a qualified female shop assistant or clerical employee is first employed, and for each qualified female shop assistant or clerical employee there may be employed not more than two unqualified female shop assistants or clerical employees, provided that the combined wages of such two unqualified employees shall not be less than R94 per month.

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

(4) An employer who is wholly or substantially engaged in doing the 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 sub-clauses (2) and (4) of this clause, an employee employed in the occupation referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 shall not be required to work in excess of 45 hours per week, arranged as follows:—

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

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

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

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

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

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

(5) Die werkure van die werknemers soos bedoel in paragraaf (f), (g) en (h) van subklousule (1) van klousule 4, mag nie meer as 47 uur per week beloop nie.

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

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

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

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

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

(11) *Voorbehoudsbepaling*.—Die bepalinge van hierdie klousule is nie op werknemers wat 'n minimum salaris van R2,400 per jaar ontvang of op handelsreisigers/verkoopsmanne, monstertjongens of wagt van toepassing nie.

7. VERLOF.

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

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

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

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

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

(iv) in die geval van 'n werknemer van die klasse genoem in paragraaf (f), (g) en (h) van subklousule (1) van klousule (4), met een jaar of langer diens in sodanige klasse by dieselfde werkgewer, 21 agtereenvolgende dae met volle besoldiging; met dien verstande—

(a) indien die werkgewer en die werknemer onderling daartoe ooreenkom, die werknemer sodanige verlof kan laat ooploop en dit na twee jaar ononderbroke diens in een ononderbroke tydperk mag neem;

(b) die werkgewer die verloftyd vir die verskillende werknemers mag bepaal met redelike inagneming van die vereistes van sy onderneming;

(c) tensy die werkgewer vroeër verlof aan sy werknemer verleen het, genoemde verlof so verleen moet word dat dit verstryk binne twee maande na die verstryking van een of twee jaar ononderbroke diens, na gelang van die geval;

(d) die tydperk van sodanige verlof nie mag saamval nie met enige tydperk waarin die werknemer militêre diens ingevolge die Verdeddigingswet, 1957, moet ondergaan; en

(e) as daar 'n openbare vakansiedag binne die tydperk van sodanige verlof val, sodanige vakansiedag by genoemde tydperk gevoeg moet word as verdere tydperk van afwesighedsverlof 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 werkgewer ten opsigte van enige tydperk waarvoor daar nie verlof aan die werknemer verleen is nie, gedurende die looptyd van die kennisgewingstermyn—

(i) aan 'n werknemer van die klasse genoem in paragraaf (a), (b), (c) en (d) van subklousule (1) van klousule 4, wat tot en met twee jaar diens in sodanige klasse by dieselfde werkgewer gehad het, een en 'n kwart dag afwesighedsverlof met volle besoldiging verleen vir elke voltooië drie weke diens, of aan die werknemer een-sewentiende van 'n week se loon teen die besoldiging wat die werknemer ten tyde van kennisgewing van diensbeëindiging ontvang het, betaal vir elke voltooië week diens;

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

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

(5) The hours of work of the employees referred to in paragraphs (f), (g) and (h) of sub-clause (1) of clause 4 shall not exceed 47 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 and an employee engaged in the delivery of goods, a rest interval of not less than ten minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be deemed to be part of the ordinary hours of work.

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

(11) *Savings*.—The provisions of this clause shall not apply to employees receiving a minimum salary of R2,400 per annum or to traveller/salesmen, sample boys or watchmen.

7. LEAVE.

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

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

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

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

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

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

provided that—

(a) by mutual agreement between the employer and the employee such leave may be accumulated by the employee and taken in a consecutive period after two years' continuous service;

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

(c) unless the employer shall have granted to any employee his period of leave at an earlier date, the said leave shall be granted so as to expire within two months of the expiration of any one year or two years' continuous service, as the case may be;

(d) the period of such leave shall not be concurrent with any period during which the employee is required to undergo military training under the Defence Act, 1957; and

(e) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of absence on full pay.

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

(i) grant to the employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had up to and including two years' employment with the same employer, in such classes, one and one-quarter days leave of absence on full pay for each completed three weeks' service, or pay to the employee one-seventeenth of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;

- (ii) 'n werknemer van die klasse genoem in paragraaf (a), (b), (c) en (d) van subklousule (1) van klousule 4, wat meer as twee en tot en met nege agtereenvolgende jaar diens in dieselfde klasse by dieselfde werkgewer gehad het, twee dae afwesigheidsverlof met volle betaling vir elke voltooide vier weke diens verleen, of aan die werknemer een-veftiende van 'n week se loon teen die besoldiging wat die werknemer ten tyde van kennisgewing van diensbeëindiging ontvang het, betaal vir elke voltooide week diens;
- (iii) 'n werknemer van die klasse genoem in paragraaf (a), (b), (c) en (d) van subklousule (1) van klousule 4, wat meer as nege agtereenvolgende jaar diens in sodanige klasse by dieselfde werkgewer gehad het, twee en 'n kwart dae afwesigheidsverlof met volle betaling vir elke voltooide vier weke diens verleen, of aan die werknemer een-twaalfde van 'n week se loon teen die besoldiging wat die werknemer ten tyde van kennisgewing van diensbeëindiging ontvang het, betaal vir elke voltooide week diens;
- (iv) 'n werkgewer van die klasse genoem in paragraaf (f), (g) en (h) van subklousule (1) van klousule 4, een en 'n kwart dag afwesigheidsverlof met volle betaling verleen vir elke voltooide drie weke diens, of aan die werknemer een-sewentienste van 'n week se loon teen die besoldiging wat die werknemer ten tyde van kennisgewing van diensbeëindiging ontvang het, betaal vir elke voltooide week diens;

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

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

(5) 'n Werkgewer moet aan sy werknemer wat van die werk afwesig is weens siekte wat nie aan die werknemer se eie nalatigheid of wangedrag te wyte is nie, een dag se loon ten opsigte van sodanige siekte toestaan vir elke voltooide maand diens by hom oor 'n maksimum tydperk van 24 agtereenvolgende maande diens, gereken vanaf die datum van inwerkingtreding van hierdie Ooreenkoms of die datum waarop die werknemer by die werkgewer in diens getree het, naamlik die jongste datum; met dien verstande dat 'n werkgewer van 'n werknemer mag vereis om bevredigende bewys van sodanige siekte te lewer, en in so 'n geval word die voorlegging van—

- (a) 'n mediese sertifikaat wat die aard en duur van die siekte meld (wanneer 'n werknemer vir meer as drie dae afwesig is);
- (b) 'n skriftelike verklaring, onderteken deur die werknemer se ouer of voog of deur die een of ander verantwoordelike persoon (wanneer 'n werknemer vir drie dae of minder afwesig is),

geag bevredigende bewys te wees.

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

(7) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomstig die bepalings van subklousule (2);
- (b) militêre opleiding ingevolge die Verdedigingswet, 1957, moet ondergaan;
- (c) van sy werk afwesig is op las of op die versoek van die werkgewer;
- (d) van sy werk afwesig is weens siekte;

word vir die toepassing van subklousules (2) en (3) geag diens te wees; met dien verstande dat die bepalings van paragraaf (d) nie ten opsigte van enige tydperk van afwesigheid van meer as drie agtereenvolgende dae van toepassing is nie as die werknemer versuim het om, nadat die werkgewer hom daartoe versoek het, aan die werkgewer 'n sertifikaat van 'n geneeskundige praktisyn voor te lê waarin verklaar word at hy weens siekte verhinder was om sy werk te verrig, en ook nie van toepassing is nie ten opsigte van daardie gedeelte van 'n totale tydperk van afwesigheid gedurende enige twaalf maande diens, wat meer as dertig dae beloop.

8. DIENSBEËINDIGING.

(1) Die werkgewer of die werknemer moet, na gelang daarvan of lone op 'n maandelikse of 'n weeklikse grondslag voorgeskryf word, minstens een maand of een week vooraf op enige dag van die maand of week skriftelik kennis gee van sy voorneme om die dienskontrak te beëindig; met dien verstande dat hierdie bepaling nie die reg van 'n werkgewer of 'n werknemer om 'n kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig, raak nie; en voorts met dien verstande dat 'n werkgewer aan 'n werknemer salaris vir en in plaas van die voorgeskrewe kennisgewingstermyn mag betaal.

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

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

- (i) In die geval van 'n weekliks besoldigde werknemer, 'n bedrag gelyk aan een week se loon; en
- (ii) in die geval van 'n maandeliks besoldigde werknemer, 'n bedrag gelyk aan een maand se loon.

(ii) grant to the employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had more than two and up to and including nine consecutive years' employment with the same employer, in such classes, two days' leave of absence on full pay for each completed four weeks' service, or pay to the employee one-fifteenth of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;

(iii) grant to the employee of the classes referred to in paragraphs (a), (b), (c) and (d) of sub-clause (1) of clause 4 who has had more than nine consecutive years' employment with the same employer, in such classes, two and one-quarter days leave of absence on full pay for each completed four weeks' service or pay to the employee one-twelfth of a week's pay at the remuneration which the employee was receiving when notice of termination of service was given, for each completed week of service;

(iv) grant to the employee of the classes referred to in paragraphs (f), (g) and (h) of sub-clause (1) of clause 4 one and one-quarter days leave of absence on full pay for each completed three weeks' service or pay to the employee 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 no payment or leave shall be due where such period of service is less than one month.

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

(5) An employer shall grant to his employee who is absent from work through sickness not caused by the employee's own neglect or misconduct one day's pay in respect of such sickness for each completed month of employment with him over a maximum period of 24 consecutive months' employment, calculated from the date of coming into operation of this Agreement or the date on which the employee entered the employer's service whichever is the later, provided that an employer may require an employee to produce satisfactory evidence of such sickness in which event the production of—

- (a) a medical certificate showing the nature and duration thereof when an employee has been absent for more than three days;
- (b) a written statement, signed by the employee's parent or guardian or by some other responsible person when an employee has been absent for three days or less;

shall be deemed to be satisfactory evidence.

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

(7) Any period during which an employee—

- (a) is on leave in terms of sub-clause (2);
- (b) is required to undergo military training under the Defence Act, 1957;
- (c) is absent from work on the instructions or at the request of the employer;
- (d) is absent from work owing to illness;

shall be deemed to be employment for the purpose of sub-clauses (2) and (3); provided that the provisions of paragraph (d) shall not apply in respect of any period of absence of more than three consecutive days, if the employee failed after a request for such certificate by the employer to produce to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment which is in excess of thirty days.

8. TERMINATION OF EMPLOYMENT.

(1) Not less than one month's or one week's notice depending on whether wages are prescribed on a monthly or weekly basis, shall be given in writing on any day during the month or week by the employer or the employee to terminate the contract of service; provided that this shall not affect the right of an employer or employee to terminate the contract without notice for any good cause recognised by law as sufficient, and provided further that an employer may pay to an employee salary for and in lieu of the prescribed period of notice.

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

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

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

(4) Indien die loon wat 'n werkgewer aan 'n werknemer verskuldig is, onvoldoende is om die volle bedrag van die verbeuring soos in subklousule (3) hiervan bedoel, te dek, het die werkgewer, ondanks andersluidende bepalings in hierdie Ooreenkoms, die reg om sodanige bedrag af te trek van ander voordele (as daar is) wat ten tyde van die beëindiging van sy dienskontrak nog vir sodanige werknemer aan die oloop was. By die toepassing van hierdie subklousule word enige betaling wat ingevolge subklousule (4) van klousule 6 en subklousules (3) en (5) van klousule 7 van hierdie Ooreenkoms aan 'n werknemer verskuldig mag wees, geag 'n voordeel te wees wat nog vir hom oloop.

(5) Die kennisgewingstermyn mag nie saamval nie met en daar mag ook nie kennis gegee word nie gedurende 'n werknemer se afwesigheid met siekteverlof of gedurende enige tydperk van militêre opleiding wat 'n werknemer moet ondergaan.

9. DIENSSERTIFIKAAT.

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

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

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

10. ADMINISTRASIE VAN OOREENKOMS.

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

11. VRYSTELLINGSERTIFIKAAT.

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

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

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

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

12. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD.

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

13. VERTONING VAN OOREENKOMS.

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

14. UITGAWES VAN DIE RAAD.

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

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

15. AGENTE.

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

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

(5) The period of notice shall not run concurrently with nor shall notice be given during an employee's absence on sick leave or during any period of military training an employee is required to undergo.

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 year's 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 the Secretary of the Council indicating the length of previous experience of such employee.

10. ADMINISTRATION OF AGREEMENT.

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

11. LICENCE OF EXEMPTION.

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

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

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

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

12. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

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

13. EXHIBITION OF AGREEMENT.

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

14. EXPENSES OF THE COUNCIL.

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

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

15. AGENTS.

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

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

16. 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) (a) en (b) van hierdie Ooreenkoms.

Op hede die 12de dag van Junie 1963 namens die partye te Kimberley onderteken.

W. S. ADAMS,
Voorsitter van die Raad.

D. HOWARD,
Ondervoorsitter van die Raad.

W. S. DICKERSON,
Sekretaris van die Raad.

No. 1526.]

[13 September 1963.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

KOMMERSIËLE DISTRIBUSIEBEDRYF,
KIMBERLEY.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby, kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalinge van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Kommersiële Distribusiebedryf wat by Goewermentskennisgewing No. 1525 van 13 September 1963 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

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) (a) and (b) of this Agreement.

Signed at Kimberley on behalf of the parties this 12th day of June, 1963.

W. S. ADAMS,
Chairman of the Council.

D. HOWARD,
Vice-Chairman of the Council.

W. S. DICKERSON,
Secretary of the Council.

No. 1526.]

[13 September 1963.

WAR MEASURES ACT, 1940.

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

COMMERCIAL DISTRIBUTIVE TRADE,
KIMBERLEY.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Commercial Distributive Trade published under Government Notice No. 1525 of the 13th September, 1963.

A. E. TROLLIP,
Minister of Labour.

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