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No. 8355

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1821

27 Augustus 1982

WET OP ARBEIDSVERHOUDINGE, 1956

KOMMERSIËLE DISTRIBUSIEBEDRYF,
KIMBERLEY.—OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1983 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 (3) (b) (vi), 15 en 18, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1983 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KOMMERSIËLE
DISTRIBUSIEBEDRYF, KIMBERLEY
OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

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

Commercial Employees' Association, Kimberley
en die

National Union of Commercial Catering and Allied Workers

230—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1821

27 August 1982

LABOUR RELATIONS ACT, 1956

COMMERCIAL DISTRIBUTIVE TRADE,
KIMBERLEY.—AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1983, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 4 (3) (b) (vi), 15 and 18, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the area specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

COMMERCIAL DISTRIBUTIVE TRADE INDUSTRIAL COUNCIL,
KIMBERLEY
AGREEMENT

in accordance with the provisions of the Labour Relations 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

Commercial Employees' Association, Kimberley
and the

National Union of Commercial, Catering and Allied Workers

8355—1

(hierna die "werknemers" of die "vakverenigings"-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 van Kimberley nagekom word deur alle werkgewers en werknemers in die Kommersiële Distribusiebedryf wat onderskeidelik lede van die werkgewersorganisasie en die vakverenigings is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 31 Julie 1983 eindig of vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms geësig 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—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"volwassene" iemand wat 18 jaar oud en ouer is;

"verstelwerker" 'n werknemer wat kledingstukke en/of handelsware maak, verstel of opknop;

"monteur" 'n werknemer, uitgesonderd 'n fietsmonteur, wat meganiese of elektriese toestelle of apparate of komponente daarvan in die geheel of gedeeltelik van klaarvervaardigde onderdele inmeekaar sit;

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

(a) Fietse of komponente daarvan in die geheel of gedeeltelik van klaarvervaardigde onderdele inmeekaar sit;

(b) fietswiele regstel of finale verstellers aan 'n gemonteerde fiets doen;

(c) presisielaars, kettings of opgehoude wiele regstel of speke stel of aandraai;

en by die toepassing van hierdie woordoms krywing omvat die uitdrukking "fiets" 'n fiets, 'n driewiel en 'n afleweringsdriewieler deur hand of voet aangedryf en ook 'n kinderwaentjie, 'n stootwaentjie, 'n bromponie, 'n snelwa, 'n trapkarretjie en ander dergelyke kindervoertuig met wiele of speelgoed wat met die hand of voet aangedryf word;

"los werknemer" 'n werknemer wat nie jonger as 16 jaar mag wees nie, wat hoogstens drie dae in 'n week by dieselfde werkgewer in diens is, behalwe in 'n week waarin die einde van 'n maand op 'n werkdag val, in welke geval so 'n werknemer in daardie week vir dieselfde werkgewer vir hoogstens drie dae tot en met die laaste dag van daardie maand en vir hoogstens drie dae in die volgende maand kan werk: Met dien verstande dat sodanige werknemer nie meer as vyf dae in sodanige week vir dieselfde werkgewer werk nie;

"Spyseniersbedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is uitsluitlik of hoofsaaklik met die doel om etes of verversings (hetsy in die vorm van vloeiistowwe of in ander vorms) of beide sodanige etes en verversings te berei of dit te bedien of te verskaf in of vanuit enige bedryfsinrigting of gedeelte daarvan, hetsy permanent, tydelik, binnens- of buitenshuis, en sluit dit sodanige bedrywigheede in wanneer uitgeoefen in of vanuit een of meer klasse persele of gedeeltes daarvan—

(a) wat as openbare restaurante, kafees of teekamers gebruik word;

(b) waar etes of alkoholrye drankke of albei, bedien word vir gebruik op die perseel of verskaf word vir verbruik weg van die perseel;

(c) waar spuit- of mineraalwaterdranke in drinkglase of ander houers vir verbruik op die perseel verskaf word;

(d) waar bogenoemde bedrywigheede uitgeoefen word in of in verband met enige teater, bioskoop, bioskoopteekamer of enige ander vermaaklikheid of funksie;

en sluit dit ook in die verskaffing van alkoholiese drank in al sulke bedryfsinrigtings of op al sulke persele ooreenkomstig 'n dranklisensie wat ingevolge die Drankwet, 1977, deur sulke werkgewers gehou word, maar sluit dit nie hotelle, bedryfsinrigtings wat uitsluitlik kragtens 'n wyn- en bierlisensie handel dryf of losieshuise in nie en omvat dit alle werksaamhede wat met enigeen van voormelde bedrywigheede in verband staan of daaruit voortspuit;

"klerklike assistent" 'n werknemer wat onder die toesig van 'n klerk met minstens twee jaar ondervinding een of meer van die volgende werksaamhede verrig:

(a) Optel of aftrek, met of sonder 'n masjien;

(b) in 'n bedryfsinrigting of in 'n gedeelte van so 'n bedryfsinrigting waartoe klante normaalweg nie toegang het nie, bestellings wat deur 'n assistent bymekaargebring is, vir korrektheid nasien;

(hereinafter referred to as "the employees" or the "trade unions" 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 unions, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act, and shall remain in force for the period ending 31 July 1983 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—

"Act" means the Labour Relations Act, 1956;

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

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

"assembler" means an employee, other than a bicycle assembler, who is engaged in assembling mechanical or electrical devices or appliances or any components thereof as a whole or in part from ready-made parts;

"bicycle assembler" means an employee who is engaged in any one or more of the following activities:

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

(b) truing 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 purposes of this definition the expression "bicycle" means a bicycle, a tricycle and a delivery tricar propelled by hand or foot and includes a perambulator, a go-cart, a scooter, an express wagon, a pedal car and any other similar child's wheeled vehicle or toy propelled by hand or foot;

"casual employee" means an employee who may not be under the age of 16 years, who is employed by the same employer on not more than three days in any week, except in a week during which the end of a month falls on a work-day, in which case such an employee may in such week work for the same employer for not more than three days up to and including the last day of that month and for not more than three days of the next month, provided that such employee is not employed by the same employer for more than five days in such week;

"Catering Trade" means the trade in which employers and employees are associated for the purpose of wholly or mainly preparing or serving meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or portion thereof, whether permanent, temporary, indoors or in the open air, and this includes such activities when carried on in or from one or more classes of premises or portions thereof—

(a) which are used as public restaurants, cafés or tearooms;

(b) where meals or non-alcoholic drinks or both such meals and drinks are served;

(c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;

(d) where the above-mentioned activities are carried on in or in connection with any theatre, bioscope, bioscope-tearoom or any other entertainment or function;

and also includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence under the Liquor Act, 1977, held by such employers, but does not include hotels, establishments trading exclusively under a wine and malt liquor licence or boardinghouses; and includes all operations incidental to or consequent on any of the aforesaid activities;

"clerkly assistant" means an employee who, under the supervision of a clerk with not less than two years' experience, is engaged in any one or more of the following activities:

(a) Adding or subtracting, with or without a machine;

(b) checking, for accuracy, orders assembled by a store assistant in an establishment or a part of such establishment to which customers normally have no access;

(c) name en adresse van opgestelde dokumente of op omsendbriewe, koevert of etikette aanbring op 'n ander manier as met 'n tikmasjien.

(d) die korrekte posgeld bepaal deur middel van massameting of op 'n ander manier;

(e) besonderhede in registers aanbring op 'n ander manier as met 'n tikmasjien;

(f) dokumente lusseer volgens 'n skriftelike opdrag of lys of in alfabetiese of numerieke volgorde of volgens kleur;

(g) tydkaarte uitreik;

(h) rekords hou van uitgaande en inkomende pos;

(i) 'n litografiese masjien bedien;

(j) 'n frankeermasjien stel of bedien;

(k) vrag- of afleweringbriewe of verpakkingstrookies uitskryf;

(l) voorraadkaarte byhou;

"klerk" 'n werknemer wat skryf- tik- of 'n ander soort klerklike werk verrig, en omvat dit ook 'n telefoonskakelbordoperateur en 'n bediener van 'n masjien wat gebruik word vir tel- en rekendoeleindes, of 'n ponskaart-masjien.

en iemand wat geld in 'n bedryfsinrigting in ontvangs kan neem en dit kan verantwoord, wat kwitansies kan uitreik en geld in 'n bank kan stort, ander take betreffende die verantwoording van geld kan verrig, lone kan betaal en kan reël vir die trek van geld uit 'n bank, en omvat dit ook 'n versendingsklerk, maar nie 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, hoewel klerklike werk deel van sodanige werknemer se werk kan insluit;

"Steenkoolbedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop, verspreiding en voorbereiding vir verkoop van steenkool of brandhout of albei, of vir enigeen of meer van hierdie werksaamhede;

"Kommersiële Distribusiebedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om 'n winkel te dryf en omvat dit alle daarmee gepaardgaande werksaamhede wat deur sodanige werkgewers en hul werknemers verrig word, maar omvat dit nie—

(1) dié seksie van die Bedryf waarin die volgende uitgeoefen word nie:

(a) Die verkoop of verspreiding of verkoop en verspreiding deur vervaardigers (met inbegrip van graanmeulenaars) van die goedere wat hulle vervaardig: Met dien verstande dat hierdie uitsluiting nie van toepassing is nie—

(i) ten opsigte van die verkoop of verspreiding of verkoop en verspreiding vanuit perseel weg van die fabriekperseel geleë van goedere, uitgesonderd brood, beskuit, koek en soetgebak indien sodanige goedere nie op die bestelling van iemand vervaardig of geproduseer is nie en verkoop of versprei word aan iemand vir gebruik of verbruik deur hom en nie vir herverkoop deur hom nie; en

(ii) op 'n vervaardigersvertegenwoordiger deur wie se aktiwiteite goedere van 'n vervaardiger verkoop of versprei of verkoop en versprei word;

(b) die verkoop of verspreiding of verkoop en verspreiding van die produkte van 'n bakkerij vanuit die perseel daarvan;

(c) die verkoop of verspreiding of verkoop en verspreiding van klip, gruis, sand, padboumateriaal of ander soortgelyke produkte; of

(d) die besigheid van 'n steengroefbaas;

(2) die besigheid wat kragtens 'n wyn- en bierlisensie of kragtens die buiterverbruikvoorregte van 'n hoteldranklisensie bedryf word;

(3) die Spyseniersbedryf;

(4) die Steenkoolbedryf;

(5) die Suiwelbedryf;

(6) die Eethuishouderbedryf;

(7) die Vloeibare Brandstof- en Oliebedryf;

(8) die Vleisbedryf;

(9) die Motorgaragebedryf;

(10) die Nuusbladuitgewersbedryf;

(11) die Timmerhoutbedryf; en

(12) die Wol- Angorahaar-, Huid- en Velbedryf;

(13) werkgewers wat uitsluitlik of hoofsaaklik betrokke is by die verkoop, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoortoestelle;

(14) werkgewers wat uitsluitlik of hoofsaaklik betrokke is by—

(a) die monteer en/of versiening en/of installering en/of onderhoud en/of herstel van een of meer van die toestelle, uitrusting, masjiene, instrumente of apparaat in (b) hieronder bedoel; en/of

(b) die bemaking van toestelle, uitrusting, masjiene, instrumente en apparaat wat met die hand of volgens fotografiese, meganiese, elektrotegniese, elektrostatische of elektroniese beginsels, of 'n kombinasie van sodanige beginsels, werk en wat in die eerste instansie bedoel is vir

(c) copying, otherwise than by means of a typewriter, names and addresses from prepared documents on to circulars, envelopes or labels;

(d) determining correct postage by means of mass measuring or otherwise;

(e) entering, otherwise than by means of a typewriter, particulars in records;

(f) filing documents in accordance with a written instruction or list or in alphabetical colour or numerical order;

(g) issuing time cards;

(h) maintaining records of outgoing or incoming mail;

(i) operating a lithographic machine;

(j) setting or operating a franking machine;

(k) writing out consignment or delivery notes or packing slips;

(l) writing up stock cards;

"clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes a telephone switchboard operator and an operator of a machine used for accounting and calculating purposes or a punch card machine,

and who may receive money in the establishment and account for such money, and who may issue receipts and deposit money in a bank, perform other tasks relating to the accounting for money, pay wages and arrange for the withdrawal of money from a bank, and includes a despatch clerk; but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work;

"Coal Trade" means the trade in which employers and employees are associated for the sale, distribution and preparation for sale of coal or firewood or both, or for any one or more of these activities;

"Commercial Distributive Trade" means the Trade in which employers and employees are associated for the purpose of conducting a shop and includes all operations incidental thereto carried on by such employers and their employees, but does not include—

(1) that section of the Trade in which is carried on—

(a) the sale or distribution or the sale and distribution by manufacturers (including cereal millers) or the goods manufactured by them: Provided that this exclusion shall not apply—

(i) in respect of the sale or distribution or the sale and distribution of goods, other than bread, biscuits, cakes and pastries, from premises situated away from the factory premises if such goods have not been manufactured or produced to the order of any person and are sold or distributed to any person for use or consumption by that person and not for resale; and

(ii) to a manufacturer's representative through whose activities goods of a manufacturer are sold or distributed or sold and distributed;

(b) the sale or distribution or the sale and distribution of the products of a bakehouse from the premises thereof;

(c) the sale or distribution or the sale and distribution of stone, gravel, sand, road material or other similar products; or

(d) the business of a quarry master;

(2) the business carried on under a wine and malt liquor licence or under the off-consumption privileges of a hotel liquor licence;

(3) the Catering Trade;

(4) the Coal Trade;

(5) the Dairy Trade;

(6) the Eating-house Keeper Trade;

(7) the Liquid Fuel and Oil Trade;

(8) the Meat Trade;

(9) the Motor Garage Trade;

(10) the Newspaper Publishing Trade;

(11) the Timber Trade; and

(12) the Wool, Mohair, Hides and Skins Trade;

(13) employers wholly or mainly engaged in the sale, repair and/or servicing of typewriting machines and/or other mechanical office appliances;

(14) employers wholly or mainly engaged in—

(a) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatuses referred to in (b) below; and/or

(b) the marketing of appliances, equipment, machines, devices and apparatuses, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, that are primarily intended for the use in accounting and/or

gebruik in boekhou- en/of bedryfs- en/of rekenaar- en/of kantoorprosedures, hetsy sodanige bemarking tesame met een of meer van die werksaamhede in (a) hierbo bedoel, uitgeoefen word al dan nie;

met inbegrip van die verbinding van sodanige toestelle, uitrusting, masjiene, instrumente en apparaat met die bedrading van 'n gebou of struktuur deur middel van 'n kontak sok of dergelike uitgang sok wat vir sodanige doel verskaf word;

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

"handelsreisiger" 'n werknemer, uitgesonderd 'n demonstrateur-verkoopman, 'n drywer, 'n drywer-verkoopman en 'n buiteverkoopassistent wat as 'n reisende verteenwoordiger van 'n bedryfsinrigting vir so 'n inrigting bestellings vra, werf of soek en geld kan invorder;

"handelsreisiger se assistent" 'n werknemer wat 'n handelsreisiger vergesel en hom met die dra, inpak, uitpak of vertoon van sy monsters help en wat die motorvoertuig kan dryf wat die handelsreisiger by die uitvoering van sy werk gebring;

"Suiwelbedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop en of verspreiding van—

(a) volmelk; en

(b) enige van of al die artikels ingesluit in die omskrywing van "suiwelprodukte" indien sodanige verkoop en/of verspreiding in assosiasie met die verkoop en/of verspreiding van volmelk geskied en omvat dit ook alle werk wat daarmee in verband staan;

"demonstrateur" 'n werknemer wat in of by sy werkgewer sy bedryfsinrigting uitsluitlik of hoofsaaklik gemoed is met die demonstrasie van goedere met die doel om persone te beweeg om sodanige goedere te koop;

"demonstrateur-verkoopman" 'n werknemer wat uitsluitlik of hoofsaaklik weg van die bedryfsinrigting van sy werkgewer masjinerie, gereedskap, radio's, koelkaste of ander meganiese toestelle demonstreer, en wat sodanige masjinerie, gereedskap, radio's, koelkaste of ander toestelle kan verkoop;

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

"uitstaller" 'n werknemer wat uitsluitlik of hoofsaaklik aanplakbiljette, plakkaat, agtergrondtekeninge, toonstukke of binne- of buitevensteruitstallings teken, skilder, maak of voorberei;

"drywer" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie woordskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of wag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

"drywer-verkoopman" 'n werknemer, uitgesonderd 'n handelsreisiger of 'n drywer wat 'n motorvoertuig dryf en goedere uit so 'n voertuig verkoop en wat verantwoordelik is vir die geld wat hy ontvang vir sodanige verkope, en wat ook bestellings kan aanneem;

"Eethuisouerbedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die verkoop of verskaffing van voedsel of drank aan ander persone as Blankes in 'n gebou, struktuur of perseel waar voedsel of drank vir verbruik op die perseel verkoop of verskaf word, en omvat dit alle werksaamhede wat daarmee in verband staan of daaruit voortspuit;

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

"ondervinding"—

(a) met betrekking tot 'n versteller, 'n werknemer se totale dienstydp-erke of -typerke in enige bedryf as versteller, kleremaakster, kleremaker of fynstopper;

(b) met betrekking tot 'n klerk, versendingsklerk, buiteverkoopassistent, magasynman, uitstaller of verkoopassistent, 'n werknemer se totale dienstydp-erke of -typerke in enige bedryf of in diens van die Staat as klerk, versendingsklerk, buiteverkoopassistent, magasynman, uitstaller of verkoopassistent: Met dien verstande dat—

(i) die dienstydp-erke of -typerke van langer as drie jaar altesaam in een of twee van hierdie klasse nie as diens in die ander klasse gereken word nie;

(ii) 'n werknemer se dienstydp-erke of -typerke as toesighouer as diens as verkoopassistent geag word;

(iii) slegs die helfte van 'n werknemer se dienstydp-erke of -typerke as deelydse werknemer gereken word as diens as versteller, klerk, versendingsklerk, uitstaller, buiteverkoopassistent, verkoopassistent, winkelassistent, of magasynman, na gelang van die geval;

(c) met betrekking tot 'n handelsreisiger, 'n werknemer se totale dienstydp-erke of -typerke as handelsreisiger in enige bedryf;

(d) met betrekking tot 'n klerklike assistent, hyserbediener of 'n winkelassistent, 'n werknemer se totale dienstydp-erke of -typerke as klerklike assistent, hyserbediener of winkelassistent in enige bedryf: Met dien verstande dat 'n werknemer se dienstydp-erke of -typerke van hoogstens twee jaar as klerklike assistent of winkelassistent gereken word as diens as klerk, versendingsklerk, buiteverkoopassistent, verkoopassistent, of magasynman, na gelang van die geval;

business and/or calculating and/or office procedures, whether or not, such marketing is carried on in conjunction with any one or more of the activities referred to in (a) above;

including the connection of such appliances, equipment, machines, devices and apparatuses to the wiring of a building or structure by means of a socket or similar outlet provided for such purpose;

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

"commercial traveller" means an employee other than a demonstrator-salesman, a driver, a driver-salesman and an outside sales assistant, who as a travelling representative of an establishment invites, canvasses or solicits orders on behalf of such establishment and who may collect money;

"commercial traveller's assistant" means an employee who accompanies a commercial traveller and assists him in carrying, packing, unpacking or displaying his samples and who may drive the motor vehicle used by the commercial traveller in the performance of his duties;

"Dairy Trade" means the trade in which employers and employees are associated for the sale or distribution or the sale and distribution of—

(a) whole milk; and

(b) any or all of the articles included in the definition of "dairy produce" if such sale and/or distribution is in association with the sale and/or distribution of whole milk; and further includes all work incidental thereto;

"demonstrator" means an employee who is wholly or mainly engaged in or at his employer's establishment in demonstrating goods with the object of inducing persons to buy such goods;

"demonstrator-salesman" means an employee who is wholly or mainly engaged away from his employer's establishment in demonstrating machinery, implements, radios, refrigerators or other mechanical appliances, and who may sell such machinery, implements, radios, refrigerators or other appliances;

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

"displayer" means an employee who is wholly or mainly engaged in drawing, painting, making or preparing posters, placards, backgrounds, set pieces or window interior or exterior displays;

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

"driver-salesman" means an employee, other than a commercial traveller or a driver who is engaged in driving a motor vehicle, who sells goods from such vehicle and who is responsible for the money received by him in respect of such sales and who, in addition, may accept orders;

"Eating-house Keeper Trade" means the trade in which employers and employees are associated for the sale or supply of food or drink to persons other than Whites in any building, structure or premises where food or drinks is sold or supplied for consumption on the premises and includes all activities incidental thereto or consequent thereon;

"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 an alteration hand, the total period or periods of employment which an employee has had in any trade as an alteration hand, dressmaker, tailor or invisible mender;

(b) in relation to a clerk, despatch clerk, outside sales assistant, storeman, displayer or sales assistant, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk, despatch clerk, outside sales assistant, storeman, displayer or a sales assistant: Provided that—

(i) any period or periods of employment in excess of three years in all in any one or two of these classes shall not be regarded as employment in any other of these classes;

(ii) any period of periods of employment which an employee has had as a supervisor shall be deemed to be employment as a sales assistant;

(iii) only one half of the period or periods of employment which an employee has had as a part-time employee shall be regarded as employment as an alteration hand, clerk, despatch clerk, displayer, outside sales assistant, sales assistant, shop assistant, or storeman, as the case may be;

(c) in relation to a commercial traveller, the total period or periods of employment which an employee has had as a commercial traveller in any trade;

(d) in relation to a clerical assistant, lift attendant or a shop assistant, the total period or periods of employment which an employee has had as a clerical assistant, lift attendant or a shop assistant in any trade: Provided that any period or periods of employment not exceeding two years which an employee has had as a clerical assistant or a shop assistant shall be deemed to be employment as a clerk, despatch clerk, outside sales assistant, sales assistant, or storeman, as the case may be;

en omvat dit ook in die geval van 'n werknemer in engeen van die klasse genoem, wat as 'n werkgever die werk van sodanige klas verrig het, die totale tydperk of tydperke waarin sodanige werknemer as 'n werkgever die werk van sodanige klas verrig het: Met dien verstande dat by die toepassing van hierdie woordomsywing die uitdrukking "diens" geag word die tydperk in te sluit ten opsigte waarvan 'n werkgever, 'n werknemer ingevolge klousule 8, betaal in plaas van kennis te gee, en ook die tydperk of tydperke waarin 'n werknemer afwesig is—

- (i) met verlof ingevolge klousule 7;
- (ii) met siekteverlof ingevolge klousule 7;
- (iii) op las of op versoek van sy werkgever;
- (iv) met die toestemming of kondonering van sy werkgever;
- (v) om 'n ander rede wat nie 'n verbreking van die dienskontrak meebring nie;
- (vi) terwyl hy militêre opleiding of diens ondergaan ingevolge die Verdedigingswet, 1957;

en wat in 'n tydperk van 12 maande altesaam hoogstens 10 weke ten opsigte van items (i), (ii), (iii), (iv) en (v) beloop, plus hoogstens vier maande militêre opleiding of diens wat gedurende daardie tydperk van 12 maande ondergaan is;

"ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 16 000 kg is;

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

- (a) 'n Drywer vergesel of bystaan maar nie die afleweringvoertuig dryf nie;
- (b) 'n demonstrateur-verkoopman, buitewerksassistent of diensverkoop vergesel of bystaan maar nie 'n motorvoertuig dryf of gereedskap selfstandig gebruik nie;
- (c) posseëls op briewe, pakkies of ander artikels plak;
- (d) gedrukte of klaar geadresseerde etikette op bottels, bale, kiste of ander pakkette aanbring;
- (e) kisse van kisplanke met die hand inmeekaarsit;
- (f) afvalmetaal stukkend breek;
- (g) goedere dra of verskuif, maar nie met 'n kragtoestel nie;
- (h) wiele omruil of lekke herstel;
- (i) masjinerie, persele, voertuie, meubels, implemente, gereedskap, werktuie of ander artikels op sy werkgever se perseel skoonmaak;
- (j) pluimvee skoonmaak of pluk;
- (k) rou vis skoonmaak, stukkend sny, fileer, krap of moot;
- (l) kontantgeld by k.b.a.-verkope invorder of skriftelike bestellings aanneem;
- (m) met betrekking tot goedere wat in die bedryfsinrigting verkoop word, papier, monsters, linoleum, matte, gordynstange, ogiesdraad, draad of ander artikels of kommoditeite met die hand sny;
- (n) afvalmetaal in stukke sny;
- (o) briewe, pakkies, boodskappe of goedere op enige wyse aflewer of vervoer, behalwe met 'n motorvoertuig met 'n enjinkapasiteit van meer as 50 cm³;
- (p) 'n voertuig dryf wat deur diere getrek word;
- (q) in of uit vate, tenks of ander houers tap;
- (r) bakke of afvalmandjies met goedere vul;
- (s) outomatiese of semi-outomatiese masjiene, bewegende bande of platforms voer of daaruit neem of daarvan afneem;
- (t) bottels of ander houers vul of van doppies, proppe of etikette voorsien;
- (u) pos opvou of in koevert plaas;
- (v) eiers volgens grootte gradeer;
- (w) klere, pakkette of ander goedere aan relings of hake hang of in gondelrakke, rakke of uitstaltouerbanke plaas;
- (x) stryk;
- (y) voertuie laai of aflaai;
- (z) vure maak of aan die gang hou of vullis of as verwyder;
- (aa) bale, blikke, kiste of ander pakkette met die hand merk, brandmerk of sjabloneer;
- (ab) afvallood smelt;
- (ac) sakke met die hand of 'n masjien heelmaak;
- (ad) gebruikte klere vir verkoop heelmaak of verstel;
- (ae) die bestanddele van diere- of pluimveevoedsel, waarvan die massa vooraf gemeet of andersins bepaal is, met die hand meng;
- (af) kiste of kratte toespyker of heelmaak;
- (ag) masjinerie of voertuie (uitgesonderd motorvoertuie) olie of smeer;
- (ah) deure of vensters of bale, kiste of ander pakkette oopmaak of toe- maak;
- (ai) 'n adresseer- of dupliseermasjien bedien;
- (aj) 'n kragmasjien nie spesifiek in hierdie klousule genoem nie, bedien.
- (ak) 'n draagbare pomp bedien;
- (al) artikels verpak vir versending of aflewering;

and includes in the case of an employee in any of the classes mentioned who as an employer has performed the work of such class, the total period or periods during which such employee as an employer performed the work of such class: Provided that for the purposes of this definition the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 8, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (i) on leave in terms of clause 7;
- (ii) on sick leave in terms of clause 7;
- (iii) on the instructions or at the request of his employer;
- (iv) with the consent or condonation of his employer;
- (v) for any other reason not being in breach of the contract of employment;
- (vi) while undergoing military training or service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any period of 12 months to not more than 10 weeks in respect of items (i), (ii), (iii), (iv) and (v), plus up to four months of any military training or service undergone in such period of 12 months;

"extra heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 16 000 kg;

"general assistant" means an employee who is engaged in any one or more of the following activities:

- (a) Accompanying or assisting a driver but not driving the delivery vehicle;
- (b) accompanying or assisting a demonstrator-salesman, an outside sales assistant or a service supply salesman, but not driving a motor vehicle or using tools independently;
- (c) affixing postage stamps to letters, parcels or other articles;
- (d) affixing printed or ready addressed labels onto bottles, bales, boxes or other packages;
- (e) assembling boxes from shooks by hand;
- (f) breaking up scrap metal;
- (g) carrying or moving goods, otherwise than by means of a power-driven device;
- (h) changing wheels or repairing punctures;
- (i) cleaning machinery, premises, vehicles, furniture, implements, tools, utensils or other articles on his employer's premises;
- (j) cleaning or plucking poultry;
- (k) cleaning, cutting, filleting, scaling or slicing raw fish;
- (l) collecting cash in the case of c.o.d. sales or accepting written orders;
- (m) cutting by hand, in relation to goods sold in the establishment, paper, samples, linoleum, mats, curtain rods, netting wire, wire or other articles or commodities;
- (n) cutting up scrap metal;
- (o) delivering or conveying letters, parcels, messages or goods by any means other than by a motor vehicle with an engine capacity exceeding 50 cm³;
- (p) driving an animal drawn vehicle;
- (q) feeding into or drawing off from vats, tanks or other containers;
- (r) filling bins or dump baskets with goods;
- (s) feeding or taking off from automatic or semi-automatic machines, moving belts or platforms;
- (t) filling, capping, corking or labelling bottles or other containers;
- (u) folding or enveloping mail;
- (v) grading eggs according to size;
- (w) hanging clothing, packages or other goods on rails or hooks or in gondolas, racks or shelves;
- (x) ironing;
- (y) loading or unloading vehicles;
- (z) making or maintaining fires or removing refuse or ash;
- (aa) marking, branding or stencilling bales, tins, boxes or other packages by hand;
- (ab) melting scrap lead;
- (ac) mending bags or sacks by hand or machine;
- (ad) mending or altering second-hand clothing for sale;
- (ae) mixing by hand the ingredients of animal or poultry foods whose mass has been measured beforehand or otherwise predetermined;
- (af) nailing or repairing boxes or crates;
- (ag) oiling or greasing machinery or vehicles, other than motor vehicles;
- (ah) opening or closing doors or windows or bales, boxes or other packages;
- (ai) operating an addressograph or a duplicating machine;
- (aj) operating any power-driven machine not specifically otherwise mentioned in this clause;
- (ak) operating a portable pump;
- (al) packing articles for despatch or delivery;

(am) goedere op toonbanke, gondelrakke, rakke of uitstalttoonbanke of in kabinette pak, plaas of stapel, maar nie vir vertoning nie;

(an) met 'n rubberstempel of ander merktoestel pryse herhaaldelik op goedere aanbring, onder toesig;

(ao) herhaaldelik massameet of herhaaldelik meet, of massameet vir voorraad;

(ap) riefel- of veselborddose of soortgelyke houers inmeekaarsit of uitmeekaarhaal;

(aq) sakke, bottels, houers, pakkette, pakkies of sjablone sorteer;

(ar) bande of drade om kiste sit;

(as) diere versorg, skoonmaak of voer;

(at) goedere uitpak;

(au) rubber- of ander stempels gebruik, waar daar geen onderskeidingsvermoë nodig is nie;

(av) uniforms, oorpakke of beskermende klere was;

(aw) pakkies toedraai;

"bruto kombinasie-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van 'n kombinasie van motorvoertuie, sleepwaens of leunwaens, waarvan sodanige motorvoertuig deel kan wees, en die vrag, soos deur die vervaardiger gespesifiseer, of by gebrek aan sodanige spesifikasie, soos deur die registrasie-owerheid bepaal;

"bruto voertuig-massa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, by gebrek aan sodanige spesifikasie, soos deur die registrasie-owerheid bepaal;

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

(a) Kleinere herstelwerk of verstellings doen aan masjinerie, installasie of ander uitrusting wat die eiendom van sy werkgever is;

(b) kleinere herstelwerk of verstellings doen aan goedere waarin sy werkgever handel dryf;

(c) kleinere herstelwerk of opknappings of onderhoudwerk doen aan geboue wat deur sy werkgever geokkupeer word;

(d) tapyte of gordyne wat deur sy werkgever verkoop word, ooreenkomstig die klant se vereistes insit of hang;

maar wat geen werk verrig wat gewoonlik deur 'n ambagsman of 'n verstelwerker gedoen word nie;

"uurloon" die weekloon gedeel deur 45, in die geval van werknemers vir wie lone in klousule 4 (1) (a), (b), (c), (d), (g), (h), (i), (p), (q), (r) en (u) van hierdie Ooreenkoms voorgeskryf word, en deur 46, in die geval van werknemers vir wie lone in klousule 4 (1) (j), (k), (l), (m), (n), (o), (s) en (t) voorgeskryf word, en vir die toepassing van hierdie omskrywing beteken "weekloon", in verband met 'n werknemer in 'n beroep waarvoor 'n maandloon in hierdie Ooreenkoms voorgeskryf word, sodanige maandloon gedeel deur vier en 'n derde;

"swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is;

"wet" ook die gemene reg;

"hyserbediener" 'n werknemer wat 'n passasiershyser bedien;

"ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa hoogstens 3 500 kg is;

"Vloeibare Brandstof- en Oliebedryf" die Bedryf waarin werkgevers en werknemers met mekaar geassosieer is vir die ontvangs, verpakking, vul, opberging, aflewering, verspreiding of verkoop in die groothandel of in grootmaat, na gelang van die geval, van—

(a) alle vorms van vloeibare brandstof wat gebruik word vir die aandrywing van binnebrandmotore;

(b) alle vorms van smeermolie of ghries;

(c) alle vorms van olie, ghries of 'n produk wat uit olie verkry word, indien versprei deur 'n werkgever betrokke by (a);

en omvat dit alle werksaamhede wat met enigeen van voormelde werksaamhede in verband staan of daaruit voortspruit, maar omvat dit nie enigeen van genoemde werksaamhede nie indien deur 'n werkgever op dieselfde perseel uitgeoefen saam met 'n ander bedryf of bedrywe waarin sy werknemers op sodanige perseel, as geheel geneem, hoofsaaklik werksaam is;

"bestuurder" 'n werknemer wat deur sy werkgever belas is met die afgehele—

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daarin werk;

"Vleisbedryf" is—

(a) die slag van lewende hawe;

(am) packing, placing or stacking goods, other than arranging for display, on counters, gondolas, racks or shelves or in cabinets;

(an) repetitive marking of prices on goods by means of a rubber stamp or other marking device, under supervision;

(ao) repetitive mass-measuring or repetitive measuring; or mass-measuring for stock;

(ap) setting up or dismantling corrugated or fibreboard boxes or similar containers;

(aq) sorting bags, bottles, containers, packages, parcels or stencils;

(ar) strapping or wiring boxes;

(as) tending, cleaning or feeding animals;

(at) unpacking goods;

(au) using rubber or other stamps, involving no discretion;

(av) washing uniforms, overalls or protective clothing;

(aw) wrapping parcels;

"gross combination mass" in relation to a motor vehicle means the maximum mass of any combination of motor vehicles, trailers or semi-trailers, of which such motor vehicle can form a part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

"gross vehicle mass" in relation to a motor vehicle means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

"handyman" means an employee who is engaged in any one or more of the following activities:

(a) Effecting minor repairs or minor adjustments to machinery, plant or other equipment, being the property of his employer;

(b) effecting minor repairs or minor adjustments to goods in which his employer deals;

(c) effecting minor repairs or renovations to, or carrying out maintenance work on, buildings occupied by his employer;

(d) fitting carpets or hanging curtains sold by his employer, in accordance with the customer's requirements;

but who does not do work normally performed by an artisan or an alteration hand;

"hourly wage" means the weekly wage in respect of the employees for whom wages are prescribed under clause 4 (1) (a), (b), (c), (d), (g), (h), (i), (p), (q), (r) and (u) of this Agreement divided by 45, and in respect of the employees for whom wages are prescribed under clause 4 (1) (j), (k), (l), (m), (n), (o), (s), and (t) divided by 46, and for the purposes 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;

"heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg;

"law" includes the common law;

"lift attendant" means an employee who is engaged in operating a passenger lift;

"light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg;

"Liquid Fuel and Oil Trade" means the trade in which employers and employees are associated for the purpose of receiving, packing, filling, storing, delivering, distributing or selling by wholesale or in bulk, as the case may be—

(a) any form of liquid fuel used for the purpose of driving internal combustion engines;

(b) any form of lubricating oil or grease;

(c) any form of oil, grease or product derived from oil if distributed by an employer engaged in (a);

and includes all operations incidental to or consequent on any of the aforesaid activities but does not include any of the activities specified if carried on on the same premises by an employer in conjunction with some other trade or trades in which his employees on such premises, taken collectively, are mainly engaged;

"manager" means an employee who is charged by his employer with the overall—

(a) supervision over;

(b) responsibility for; and

(c) direction of;

the activities of an establishment and the employees engaged therein;

"Meat Trade" means—

(a) the slaughtering of livestock;

(b) die hantering, voorbereiding, preserving, verkoop of verspreiding van vleis deur iemand van wie ooreenkomstig 'n proklamasie gepubliseer ingevolge artikel 14 van die Bemarkingswet, 1968 (Wet 59 van 1968), vereis word om by die Vleisraad geregistreer te wees, of die besigheid om vleis in enige hoeveelheid in 'n winkel te verkoop of vir verkoop aan te bied of uit te stal;

(c) die verkoop van wors, polonies, afval, ham, spek, eiers, botter, pluimvee en gesoute, bevrore of gepreserveerde vleis of vis in sodanige winkel, tesame met die verkoop van vleis;

(d) die koop of verkoop van lewende hawe indien dit geskied tesame met een of meer van die werksaamhede onder (b) genoem;

en omvat dit alle werksaamhede wat met enigeen van voormelde werksaamhede in verband staan of daaruit voortspruit.

"voorkaer" 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en om geen ander las as 'n sleepwa, leunwa of ballas wat daarop rus, te dra nie, en sluit dit nie 'n trekker in nie;

"medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is;

"minderjarige" 'n persoon onder die leeftyd van 18 jaar;

"bediener van 'n mobiele hysmasjien" 'n werknemer wat 'n mobiele kraghysmasjien bedien wat by die laai, aflaai, verskuiwing of stapeling van goedere gebruik word;

"Motorgaragebedryf" die besigheid wat uitgeoefen word deur 'n werk-gewer in 'n winkel—

(a) waarin of waaruit die werkgever uitsluitlik of hoofsaaklik een of meer van of al die volgende artikels of ware verkoop, naamlik motorvoertuie, bybehore vir motorvoertuie, onderdele of reserwedele vir motorvoertuie, of dit nuut is of nie, of petrol of olie, hetsy sodanige verkoop bedryf word, al dan nie, vanuit 'n perseel wat vas is aan 'n gedeelte van 'n bedryfsinrigting waarin een of meer van of al die werksaamhede in (b) hieronder uiteengesit, uitgeoefen word;

(b) met die doel om motorkarre, motorfiets of ander meganiese aangedrewe voertuie teen betaling of beloning te herstel, in ontvangs te neem, op te berg of motorhuisgeriewe daarvoor te verskaf;

(c) wat uitsluitlik of hoofsaaklik gebruik word vir die kleinhandelverkope van petrol of olie, of albei;

(d) waarin of waaruit hy gebruikte reserwedele verkoop wat verkry is van gebruikte motorvoertuie wat hy uitmekaar gehaal het, afgesien daarvan of sulke gebruikte reserwedele alleen verkoop word of saam met nuwe reserwedele of bybehore;

"motorvoertuig" 'n ryding met wiele wat aangedryf word deur meganiese krag (uitgesonderd stoom) of elektriese krag en wat ontwerp is vir karweiwerk en/of vir die vervoer van persone en/of goedere en/of vrigte, en omvat dit sleepwaens en woonwaens.

"Nuusbladuitgewersbedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is vir die publikasie van nuusblaaie;

"buiterverkoopsassistent" 'n werknemer wat vir en namens 'n kleinhandelbedryfsinrigting van kantoor tot kantoor of van private huis tot private huis gaan om bestellings van persone te vra, te werf of te soek vir die verskaffing van goedere aan hulle vir hul eie gebruik of verbruik, en wat geld namens sy bedryfsinrigting kan invorder;

"oortyd" die gedeelte van die tydperk wat 'n werknemer vir sy werk-gewer werk gedurende een week of op een dag, na gelang van die geval, wat meer is as die gewone werkure wat in klousule 5 vir sodanige werknemer voorgeskryf is, maar sluit dit nie 'n tydperk in waartydens sodanige werknemer op 'n Sondag vir sy werk-gewer werk nie;

"deeltydse werknemer" 'n werknemer wat minstens 16 jaar oud moet wees en wat hoogstens 25 gewone werkure in 'n week in diens geneem word;

"gekwalfiseerd", met betrekking tot 'n werknemer, dat die ondervinding van 'n werknemer van sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; omgekeerd beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie;

"verkoopsassistent" 'n werknemer wat terwyl hy goedere in 'n bedryfsinrigting verkoop of die verkoop daarvan bevorder—

(a) van die klant die aard vasstel van die goedere wat die klant nodig het en, waar toepaslik, die prys wat hy bereid is om te betaal;

(b) die gehalte van die goedere wat voldoen aan die klant se vereistes, demonstreer of bespreek; en

(c) die klant van advies dien om hom in staat te stel om tot 'n besluit te geraak betreffende die goedere wat hy voornemens is om te koop;

en wat—

(i) goedere kan uitsoek volgens die klant se beskrywing;

(ii) toesig kan hou oor algemene assistente en winkelasistente; en

(iii) die hoeveelhede goedere wat nodig is kan vasstel en sodanige goedere van buiteleweransiers kan bestel;

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

(b) the handling, preparation, preservation, sale or distribution of meat by any person who, in terms of a proclamation published under section 14 of the Marketing Act, 1968 (Act 59 of 1968), is required to be registered with the Livestock and Meat Industries Control Board, or the business of selling or offering or exposing meat for sale in any quantity in a shop;

(c) the sale in such shop, in conjunction with the sale of meat, of sausages, polonies, tripe, ham, bacon, eggs, butter, poultry and salted, frozen or preserved meat or fish;

(d) the purchase or sale of livestock if carried on in conjunction with any one or more of the activities mentioned under (b);

and includes all operations incidental to or consequent thereon;

"mechanical horse" means a motor vehicle designed or adapted to pull other vehicles and not to carry any load other than a trailer, semi-trailer or ballast resting on it, and does not include a tractor;

"medium motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg;

"minor" means a person under the age of 18 years;

"mobile hoist operator" means an employee who is engaged in operating a mobile power-driven hoist used in the loading, unloading, moving or stacking of goods;

"Motor Garage Trade" means the business carried on by an employer in a shop—

(a) in which or from which he is wholly or mainly engaged in selling one or more or all of the following articles or commodities, namely motor vehicles, motor vehicle accessories, parts or spares, whether new or not, or petrol or oil, whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted one or more of all the activities outlined in (b) below;

(b) for the purpose of repairing, receiving, storing or providing garaging facilities for motor cars, motor cycles or other mechanically propelled vehicles for payment or reward;

(c) which is used wholly or mainly for the retail sale of petrol or oil or both;

(d) in which or from which he sells used spare parts obtained from used motor vehicles broken up by him, whether or not such used spare parts are sold alone or in conjunction with new spare parts or accessories.

"motor vehicle" means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans;

"Newspaper Publishing Trade" means the trade in which employers and employees are associated for the publication of newspapers.

"outside sales assistant" means an employee who for and on behalf of a retail establishment goes from office to office or from one private house to another to invite, solicit or canvass orders from persons for the supply of goods for their own use or consumption and who may collect money on behalf of his establishment;

"overtime" means that portion of any period which an employee works for his employer during any week or on any day, as the case may be, and which is in excess of the ordinary hours of work prescribed for such employee in clause 5 but does not include any period during which such an employee works for his employer on a Sunday;

"part-time employee" means any employee who may not be under the age of 16 years, who is employed for not more than 25 ordinary hours of work in any week;

"qualified" in relation to an employee, means that the experience of the employee in his class entitles him to the highest wage rate prescribed for such class, and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest rate;

"sales assistant" means an employee who in the course of selling or promoting the sale of goods inside any establishment—

(a) ascertains from the customer the nature of the goods required and, where appropriate, the price he is prepared to pay;

(b) demonstrates or discusses the qualities of the goods that satisfy the customer's requirements; and

(c) advises the customer so as to enable him to reach a decision regarding the goods he intends buying;

and who may—

(i) select goods in accordance with the customer's description;

(ii) supervise general assistants and shop assistants; and

(iii) determine quantities of goods required and order such goods from outside suppliers;

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

"winkel" is—

(a) 'n perseel of 'n gedeelte van 'n perseel waarheen persone uitgenooi of waarin persone toegelaat word vir die koop, uitgesonderd per openbare veiling, van die goedere wat daarin of daarop vir verkoop uitgestal of aangebied word, of goedere van die soort wat aldus vir verkoop uitgestal of aangebied word;

(b) 'n perseel of gedeelte daarvan waarin die goedere in paragraaf (a) bedoel, gebêre, uit- of ingepak word of van waar sodanige goedere afgelewer of versend word aan persone in genoemde paragraaf bedoel wat sulke goedere koop;

(c) 'n perseel waarin goedere in voorraad gehou word en van waar groothandel- of kleinhandelbestellings uitgevoer word vir die lewering van sulke goedere;

(d) 'n vaste perseel waarin of waarop 'n vervaardigersverteenvoordiger sy besigheid as sodanige beoefen en waarin of waarop die goedere vir verkoop of monsters daarvan gebêre, uitgestal of gehou word;

maar dit omvat nie die besigheid van 'n smous of 'n venter nie.

"winkelassistent" 'n werknemer wat, onder die algemene toesig van 'n verkoopassistent, toesighouer, bestuurder of werkgever in 'n bedryfsinrigting waartoe klante gewoonlik toegang het, een of meer van die volgende pligte uitvoer:

(a) Klante bedien deur een of meer van die volgende werksaamhede te verrig:

(i) Wys waar goedere vir verkoop geplaas is;

(ii) goedere versamel volgens die klant se bestelling;

(iii) betaling ontvang vir goedere wat verkoop word;

(iv) betalings verantwoord deur die kasregister te bedien of kontantverkoopstrookies of inskrywingstrookies uit te skryf;

(b) goedere wat vir verkoop bedoel is op uitstaltoubanke, gondelrakke, rakke of relings of in vertoonkabinette vir vertoon rangskik;

(c) deur voorrade vanuit die winkel se magasyn aan te vra, sorg dat daar voldoende voorrade van die goedere vir verkoop op toonbanke, gondelrakke of relings of in die kabinette is;

(d) goedere versamel deur die goedere ooreenkomstig 'n skriftelike bestelling, lys of opdrag byeen te bring;

(e) massameet, uitgesonderd item (ao) van die omskrywing van "algemene assistent";

(f) vertoon- of pryskaartjies uitskryf;

en wat met betrekking tot enige van hierdie pligte of werksaamhede mondelinge bevels aan algemene assistente kan gee;

"magasynassistent" 'n werknemer wat in 'n bedryfsinrigting waartoe klante normaalweg nie toegang het nie onder die toesig van en behoudens die nagaan daarvan deur 'n magasynman, versendingsklerk of klerklike assistent voorrade aanvul en merk of goedere versamel of versend, en wat goedere vir versending of aflewering kan verpak of massameet of pakkette kan merk of adresseer of goedere ontvang wat by die bedryfsinrigting afgelewer word, en by die toepassing van hierdie omskrywing beteken die uitdrukking "goedere versamel" om goedere ooreenkomstig 'n skriftelike bestelling, lys of opdrag byeen te bring en kan dit die gee van mondelinge bevels aan 'n algemene assistent om sulke goedere te gaan haal, te dra, te laai of op te stapel, insluit;

"magasynman" 'n werknemer wat beheer het oor voorrade en wat daarvoor verantwoordelik is om goedere in 'n magasyn of pakhuis te ontvang, op te berg, te versamel, te verpak of uit te pak en om goedere uit 'n magasyn of pakhuis aan afdelings of vir versending te lewer;

"toesighouer" 'n werknemer wat in toesighoudende beheer is van minstens ses verkoopassistentes of 10 ander werknemers, wat verkoopassistentes kan insluit, en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

"tee-maker" 'n werknemer wie se dienste beperk is tot die maak van tee en die bediening daarvan en van soortgelyke drankies aan die personeel en die eienaar se besoekers en die pligte in verband daarmee;

"tydelike werknemer" 'n persoon wat nie jonger as 16 jaar mag wees nie, wat deur dieselfde werkgever vir slegs een aaneenlopende tydperk in diens geneem word, naamlik 'n tydperk van hoogstens 26 werkdag gedurende 'n tydperk van drie agtereenvolgende maande, gereken vanaf die datum van indiensneming;

"Timmerhoutbedryf" die bedryf waarin werkgevers en werknemers met mekaar geassosieer is vir een of meer van vir al die volgende doeleindes, naamlik die verkoop, verspreiding en voorbereiding vir verkoop van een of meer van al die volgende artikels, naamlik timmerhout, hout en afvalprodukte van die bewerking van timmerhout of hout, of albei;

"trekker" 'n ander motorvoertuig as 'n voorhaker, wat hoofsaaklik ontwerp of aangepas is om ander voertuie te trek en nie om vrag te dra nie;

"sleepwa" 'n voertuig wat nie selfaangedrewe is nie maar wat ontwerp of aangepas is om deur 'n motorvoertuig gesleep te word, en sluit dit 'n leunwa in;

"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 the goods referred to in paragraph (a) are stored, unpacked or packed, or from which such goods are delivered or despatched to persons referred to in the said paragraph purchasing such goods;

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

(d) any immovable premises in or on which a manufacturer's representative carries on his business as such and in or on which the goods for sale or samples of such goods are stored, displayed or kept;

but it does not include the business of a hawker or pedlar.

"shop assistant" means an employee who, under the general supervision of a sales assistant, supervisor, manager or employer in an establishment to which customers normally have access, performs any one or more of the following duties:

(a) Attending to customers by engaging in any one or more of the following activities:

(i) Indicating where goods for sale are to be found;

(ii) assembling goods in accordance with the customer's order;

(iii) accepting payment for goods sold;

(iv) accounting for payments by operating a till or writing out cash sales slips or entry dockets;

(b) arranging for display goods intended for sale on display counters, gondolas, racks, rails or shelves or in display cabinets;

(c) maintaining, by in-store requisitioning, adequate supplies of goods for sale on counters, gondolas, racks, rails or shelves or in cabinets;

(d) assembling good by bringing together goods in accordance with a written order, list or instruction;

(e) mass-measuring, except in the case of item (ao) of the definition of "general assistant";

(f) writing out display tickets or price tickets;

and who may, in relation to any of these duties or activities give verbal instructions to general assistants;

"store assistant" means an employee who, in an establishment to which customers normally have no access, under the supervision of, and subject to checking by a storeman, despatch clerk or a clerical assistant replenishes and marks stocks or assembles or despatches goods, and who may pack or mass-measure goods for despatch or delivery or mark or address packages or receive goods on delivery to the establishment, and for the purposes of this definition the expression "assembles goods" means the bringing together of goods in accordance with a written order, list or instruction and may include the giving of verbal orders to a general assistant to fetch, carry, load or stack such goods;

"storeman" means an employee who is in charge of stores and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse and for delivering goods from a store or warehouse to departments or for despatch;

"supervisor" means an employee who is in supervisory control of at least six (6) sales assistants or ten (10) other employees who may include sales assistants and who is responsible for the efficient performance by them of their duties;

"tea maker" means an employee whose duties are confined to the making and serving of tea and similar beverages to staff and employer's guests and duties relating thereto;

"temporary employee" means a person who may not be under the age of 16 years, 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;

"Timber Trade" means the trade in which employers and employees are associated for any one or more or all of the following purposes, namely the sale, distribution and preparation for the sale of any one or more or all of the following articles, namely timber, wood and waste products from the processing of timber or wood, or both;

"tractor" means a motor vehicle other than a mechanical horse designed or adapted mainly to pull other vehicles and not to carry any load;

"trailer" means a vehicle which is not self-propelled but designed or adapted to be pulled by a motor vehicle, and includes a semi-trailer;

"loon" die bedrag wat ingevolge klousule 4 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 5 voorgeskryf. Met dien verstande dat as 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as die by klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

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

(a) Persele, geboue, bouwerke, eiendom (roerend of onroerend, met inbegrip van goedere en handelsvoorraad) bewaak of beskerm;

(b) persele, geboue, bouwerke of eiendom (roerend of onroerend) patroleer;

(c) honde hanteer by die uitvoering van enige van of al die werksaamhede in (a) of (b) hierbo gespesifiseer; en

"Wol-, Angorahaar-, Huid- en Velbedryf" die Bedryf waarin werkgevers en werknemers met mekaar geassosieer is in of in verband met die werksaamhede wat uitgeoefen word deur wolmakelaars, wolkopers, wolverskepers of handelaars in huide of velle, en omvat dit enigen of meer van die volgende werksaamhede, naamlik:

Die ontvangs, sortering, gradering, massameting, katalogisering, bemarking, klassering, pers, berging of verskeping van wol, huide, velle of angorahaar; die droogmaak of preservering van huide of velle; die skeer of aftrek van wol, hare of angorahaar van huide of velle;

en omvat dit verder alle werksaamhede wat met enigen van genoemde werksaamhede in verband staan of daaruit voortspruit.

4. BESOLDIGING

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

Werknemers, uitgesonderd los werknemers en deeltydse werknemers:

	Per week	Per maand
	R	R
(a) Verstelwerker—		
gedurende die eerste jaar ondervinding	36,25	157,50
gedurende die tweede jaar ondervinding	37,80	162,50
gedurende die derde jaar ondervinding	39,50	172,50
daarna	41,00	178,50
(b) Monteur/Fietsmonteur—		
gedurende die eerste jaar ondervinding	34,75	150,00
daarna	38,00	162,50
(c) Klerklike assistent—		
gedurende die eerste jaar ondervinding	34,50	150,00
gedurende die tweede jaar ondervinding	37,50	162,50
gedurende die derde jaar ondervinding	39,30	172,50
daarna	41,00	178,50
(d) Klerk—		
gedurende die eerste jaar ondervinding	41,00	178,50
gedurende die tweede jaar ondervinding	47,25	205,00
gedurende die derde jaar ondervinding	52,00	225,00
daarna	56,75	245,00
(e) Handelsreisiger—		
gedurende die eerste jaar ondervinding	63,00	275,00
gedurende die tweede jaar ondervinding	66,25	285,00
daarna	71,00	310,00
(f) Handelsreisiger se assistent—		
gedurende die eerste jaar ondervinding	34,75	150,00
daarna	36,25	157,50
(g) Demonstrateur—		
gedurende die eerste jaar ondervinding	41,00	178,50
daarna	47,25	205,00
(h) Demonstrateur-verkoopman—		
gedurende die eerste jaar ondervinding	41,00	178,50
gedurende die tweede jaar ondervinding	47,25	205,00
daarna	56,75	245,00
(i) Uitstaller—		
gedurende die eerste jaar ondervinding	44,00	190,00
gedurende die tweede jaar ondervinding	50,50	217,50
gedurende die derde jaar ondervinding	56,75	245,00
daarna	63,00	270,00
(j) Drywer van—		
'n ligte motorvoertuig	35,75	157,50
'n medium motorvoertuig	47,50	205,00
'n swaar motorvoertuig	55,00	240,00
'n ekstra swaar motorvoertuig	63,00	275,00
(k) Drywer-verkoopman—		
gedurende die eerste jaar ondervinding	41,00	180,00
gedurende die tweede jaar ondervinding	50,00	217,50
daarna	56,50	245,00

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 5: Provided that—

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

"watchman" means an employee who is engaged in one or more of the following activities:

(a) Guarding or protecting premises, buildings, structures, property (movable or immovable, including goods and trading stock);

(b) patrolling premises, buildings, structures or property (movable or immovable);

(c) handling dogs in the performance of any or all of the activities specified in (a) or (b) above.

"Wool, Mohair, Hides and Skins Trade" means the trade in which employers and employees are associated in or in connection with the activities carried on by woolbrokers, woolbuyers, woolshippers or dealers in hides or skins and includes any one or more of the following activities, viz:

Receiving, sorting, grading, mass-measuring, cataloguing, marketing, classing, pressing, storing or shipping of wool, hides, skins or mohair; curing or preserving hides or skins; shearing or pulling off wool, hair or mohair from hides or skins;

and further includes all operations incidental to or consequent on any of the aforesaid activities.

4. REMUNERATION

(1) No employer shall pay and no employee shall accept wages lower than the undermentioned for each class of employee:

Employees, other than casual employees and part-time employees:

	Per week	Per month
	R	R
(a) Alteration hand—		
during the first year of experience	36,25	157,50
during the second year of experience	37,80	162,50
during the third year of experience	39,50	172,50
thereafter	41,00	178,50
(b) Assembler/Bicycle assembler—		
during the first year of experience	34,75	150,00
thereafter	38,00	162,50
(c) Clerical assistant—		
during the first year of experience	34,50	150,00
during the second year of experience	37,50	162,50
during the third year of experience	39,30	172,50
thereafter	41,00	178,50
(d) Clerk—		
during the first year of experience	41,00	178,50
during the second year of experience	47,25	205,00
during the third year of experience	52,00	225,00
thereafter	56,75	245,00
(e) Commercial traveller—		
during the first year of experience	63,00	275,00
during the second year of experience	66,25	285,00
thereafter	71,00	310,00
(f) Commercial traveller's assistant—		
during the first year of experience	34,75	150,00
thereafter	36,25	157,50
(g) Demonstrator—		
during the first year of experience	41,00	178,50
thereafter	47,25	205,00
(h) Demonstrator-salesman—		
during the first year of experience	41,00	178,50
during the second year of experience	47,25	205,00
thereafter	56,75	245,00
(i) Displayer—		
during the first year of experience	44,00	190,00
during the second year of experience	50,50	217,50
during the third year of experience	56,75	245,00
thereafter	63,00	270,00
(j) Driver—		
light motor vehicle	35,75	157,50
medium motor vehicle	47,50	205,00
heavy motor vehicle	55,00	240,00
extra heavy motor vehicle	63,00	275,00
(k) Driver-salesman—		
during the first year of experience	41,00	180,00
during the second year of experience	50,00	217,50
thereafter	56,50	245,00

	Per week Per maand			Per week Per month	
	R	R		R	R
(l) Algemene assistent (minderjarig) en teemaker	22,50	97,50	(l) General assistant (minor) and tea maker	22,50	97,50
(m) Algemene assistent (volwassene)—			(m) General assistant (adult)—		
gedurende die eerste jaar ondervinding	31,50	137,50	during the first year of experience	31,50	137,50
daarna	34,50	150,00	thereafter	34,50	150,00
(n) Faktotum—			(n) Handyman—		
gedurende die eerste jaar ondervinding	50,50	217,50	during the first year of experience	50,50	217,50
daarna	56,50	245,00	thereafter	56,50	245,00
(o) Hyserbiedner—			(o) Lift attendant—		
gedurende die eerste jaar ondervinding	34,50	150,00	during the first year of experience	34,50	150,00
daarna	37,50	162,50	thereafter	37,50	162,50
(p) Bestuurder/Bestuurderes	102,00	422,50	(p) Manager/Manageress	102,00	422,50
(q) Verkoopassistent/Buiterverkoopassistent—			(q) Sales assistant/Outside sales assistant—		
gedurende die eerste jaar ondervinding	41,00	180,00	during the first year of experience	41,00	180,00
gedurende die tweede jaar ondervinding	47,50	205,00	during the second year of experience	47,50	205,00
gedurende die derde jaar ondervinding	52,00	225,00	during the third year of experience	52,00	225,00
daarna	56,50	245,00	thereafter	56,50	245,00
(r) Winkelassistent—			(r) Shop assistant—		
gedurende die eerste jaar ondervinding	36,00	157,50	during the first year of experience	36,00	157,50
gedurende die tweede jaar ondervinding	37,50	162,50	during the second year of experience	37,50	162,50
gedurende die derde jaar ondervinding	39,50	172,50	during the third year of experience	39,50	172,50
daarna	41,00	180,00	thereafter	41,00	180,00
(s) Magasynassistent—			(s) Storesassistent—		
gedurende die eerste jaar ondervinding	33,00	140,00	during the first year of experience	33,00	140,00
daarna	35,75	157,50	thereafter	35,75	157,50
(t) Magasynman—			(t) Storeman—		
gedurende die eerste jaar ondervinding	39,50	172,50	during the first year of experience	39,50	172,50
gedurende die tweede jaar ondervinding	44,00	190,00	during the second year of experience	44,00	190,00
daarna	47,50	205,00	thereafter	47,50	205,00
(u) Toesighouer	66,00	295,00	(u) Supervisor	66,00	295,00
(v) Wag—			(v) Watchman—		
gedurende die eerste jaar ondervinding	34,50	150,00	during the first year of experience	34,50	150,00
daarna	36,25	157,50	thereafter	36,25	157,50

(2) *Los, deeltidse en tydelike werknemers.*—(a) Los werknemers moet minstens 33½ persent betaal word bo en behalwe die lone wat voorgeskryf word vir 'n werknemer van gelyke kategorie, ondervinding of diens.

(b) Deeltidse werknemers moet minstens die lone wat voorgeskryf word vir 'n werknemer van gelyke kategorie, ondervinding of diens, betaal word, bereken op die uurloon vir die aantal ure gewerk.

(c) Tydelike werknemers moet minstens die lone wat voorgeskryf word vir 'n werknemer van gelyke kategorie, ondervinding of diens, betaal word.

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

(ii) Geen werknemer, uitgesonderd 'n tydelike of deeltidse werknemer, van wie sy werkgewer vereis of wat deur sy werkgewer toegelaat word om minder ure te werk as die getal ure voorgeskryf in klousule 5 van hierdie Ooreenkoms, mag minder betaal word as die week- of maandloon wat in subklousule (1) van hierdie klousule voorgeskryf word vir die klas werk wat hy verrig nie.

(b) Geen boetes of bedrae hoegenaamd, 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 werkgewer, 'n pro rata-bedrag van sy loon vir die tydperk van sodanige afwesigheid;

(ii) heffings ingevolge klousule 14 van hierdie Ooreenkoms;

(iii) die bedrag wat 'n werkgewer ingevolge of kragtens 'n wet, ordonansie of regsproes 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 waarvan lidmaatskap nie verpligtend is ingevolge 'n ooreenkoms van die Raad nie;

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

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

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

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

(2) *Casual, part-time and temporary employees.*—(a) Casual employees shall be paid not less than 33½ per cent over and above the wages herein prescribed for an employee of the same category, length of experience or service.

(b) Part-time employees shall be paid not less than the wages herein prescribed for an employee of the same category, length of experience or service, calculated in accordance with the hourly rate for the number of hours worked.

(c) Temporary employees shall be paid not less than the wages herein prescribed for an employee of the same category, length of experience or service.

(3) *Payment of wages.*—(a) (i) Wages shall be paid in cash monthly or weekly, as prescribed, 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 5 of this Agreement shall be paid less than the weekly or monthly wage prescribed in subclause (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.

(4) *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.

(5) *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.

(6) *Reis- en verblyftoelae.*—Benewens die lone voorgeskryf in subklousule (1) (e) en (f) 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 by die uitvoering van sy pligte onderneem het of hom 'n verblyftoelae van R20 betaal vir elke nag wat hy by die verrigting van sodanige pligte van sy hoofstandplaas afwesig was; en hom—

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

(ii) wanneer sy werkgever van hom vereis of hom toelaat om sy eie motorkar by die verrigting van sy pligte te gebruik, 'n toelae betaal van minstens 20c per kilometer vir elke kilometer 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 20c per kilometer betaal vir elke kilometer in sodanige motorkar 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 by die uitvoering van sy pligte onderneem, langer as ses agtereenvolgende ure van sy verblyfplek of sy werkgever se bedryfsinrigting afwesig is—

(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 R8 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 23h00 en 04h00 beteken.

(7) *Verhogingsdatum.*—'n Verhoging wat ingevolge subklousule (1) 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.

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

(9) *Kommissie op verkope.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om werk vir hom uitsluitlik op 'n kommissiegrondslag te onderneem nie. Elke bedrag betaalbaar aan 'n werknemer as kommissie ingevolge 'n ooreenkomms is apart van en bykomend tot die loon voorgeskryf in subklousule (1) vir 'n werknemer van sy klas en ondervinding.

5. WERKURE

(1) Behoudens subklousules (2) en (4) van hierdie klousule, mag daar nie van 'n werknemer wat werksaam is in 'n beroep in klousule 4 (1) (a), (b), (c), (d), (g), (h), (i), (p), (q), (r) en (u) bedoel, vereis word om meer as 45 uur per week, wat soos volg ingedeel is, te werk nie:

(a) Meer as agt uur op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae, en 'n werkgever mag ook nie toelaat dat werk op sodanige dae voor 07h00 begin of na 19h00 eindig nie;

(b) meer as vyf uur op Saterdag, en 'n werkgever mag ook nie toelaat dat werk op sodanige dae voor 07h00 begin of na 13h00 eindig nie:

Met dien verstande dat 'n werkgever van 'n werknemer kan vereis of hom kan toelaat om, benewens die ure hierin voorgeskryf, '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 Werkgever 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—

(i) sodanige langer werkure hoogstens drie op 'n bepaalde dag of 12 in 'n bepaalde week of 120 in 'n bepaalde jaar mag wees;

(ii) Dit is onwettig om sulke dienste te laat strek oor 'n Sondag of openbare vakansiedag tensy die nodige toestemming daarvoor vooraf van die Nywerheidsraad verkry is.

(3) *Oortydwerk.*—Alle tyd wat daar langer gewerk word as die getal gewone werkure in subklousules (1) en (5) van hierdie klousule voorgeskryf, moet geag word oortydwerk te wees en moet dienooreenkomstig deur die werkgever in 'n register aangeteken word.

(5) *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.

(6) *Travelling and subsistence allowance.*—In addition to the wages prescribed in subclause (1) (e) and (f) 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 R20 in respect of each night spent away from his headquarters in the performance of such duties; and

(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 20c per kilometre for every kilometre 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 20c per kilometre for every kilometre 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 R8 for each night where such absence extends over one or more nights:

Provided that for the purposes of this subclause, the expression "night" means the period between 23h00 and 04h00.

(7) *Incremental date.*—Any increment due to an employee in terms of subclause (1) 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.

(8) 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.

(9) *Commission on sales.*—An employer shall not require or permit an employee to undertake any work for him on the basis of commission only. Any amount payable to an employee as commission under an agreement shall be aside from and in addition to the wage prescribed in subclause (1) for an employee of his class and experience.

5. 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), (b), (c), (d), (g), (h), (i), (p), (q), (r) and (u), 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 07h00 or terminate after 19h00 on such days;

(b) for more than five hours on Saturdays, nor shall an employer permit work to commence before 07h00 or terminate after 13h00 on such days:

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

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

(i) such excess working hours shall not exceed three hours in any one day or 12 hours in any one week or 120 hours in any one year;

(ii) It shall be unlawful to extend such hours into a Sunday or public holiday without permission first being obtained from the Industrial Council.

(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, which shall be recorded in a register by the employer.

(4) *Besoldiging vir oortydwerk.*—Elke werknemer moet minstens een en 'n derde maal die uurloon waarmee hy werklik besoldig word, betaal word vir elke uur of gedeelte van 'n uur oortyd gewerk van Maandag tot Vrydag, en moet teen dubbel sodanige uurloon betaal word vir elke uur of gedeelte 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 in klousule 4 (1) (j), (k), (l), (m), (n), (o), (s), (t) en (v) bedoel, hoogstens 46 per week beloop.

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

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

(8) Geen werkgewer mag van 'n werknemer wat jonger as 18 jaar is, vereis of hom toelaat om later as 18h30 te werk nie.

(9) *Ruspouse.*—'n Werkgewer moet aan elkeen van sy werknemers, en 'n werknemer wat goedere aflewer, 'n ruspouse van minstens 15 minute so na doenlik aan die middel van die werkdag 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 verplig of toelaat om op 'n Sondag of 'n openbare vakansiedag te werk nie.

(11) *Voorbehoudsbepaling.*—Hierdie klousule is nie van toepassing op werknemers wie se gereelde inkomste minstens R10 200 per jaar is of op handelsreisigers, handelsreisigers se assistente of wagte nie: Met dien verstande dat, indien daar van 'n wag vereis word om op 'n sewende dag van 'n week te werk, hy teen dubbel die dagloon betaal moet word vir sodanige tyd gewerk.

(12) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule mag 'n werkgewer nie—

(a) van 'n vroulike werknemer vereis om langer as een uur op 'n dag oortyd te werk nie, behoudens 'n maksimum van drie uur in 'n week;

(b) van 'n vroulike werknemer vereis of haar toelaat om na 13h00 op meer as vyf dae in 'n week te werk nie: Met dien verstande dat vir die doel van voorraadopname, of werk wat regstreeks in verband staan met voorbereidings vir uitverkopings of 'n ander werk wat redelikerwys nie voor 13h00 op 'n dag gedoen kan word nie, hierdie beperking nie van toepassing is ten opsigte van die week waarin sodanige dag val nie behoudens die bepaling dat daar nie van 'n vroulike werknemer vereis of sy nie toegelaat mag word om na 13h00 op ses dae in 'n week by meer as ses geleenthede in 'n tydperk van 12 maande diens by dieselfde werkgewer te werk nie;

(c) van 'n vroulike werknemer vereis of haar toelaat om na 18h30 op 'n dag te werk nie indien sy onder die ouderdom van 18 jaar is:

Met dien verstande dat waar daar van 'n vroulike werknemer vereis word om 'n klant te bedien ná die tyd in paragraaf (b) of (c) hiervan genoem, sodanige werknemer verplig of toegelaat kan word om sodanige klant hoogstens 15 minute na gemelde tyd te bedien, maar in die geval van 'n werknemer in paragraaf (c) genoem, mag sodanige bediening altesaam hoogstens een uur per week wees;

(d) hierdie subklousule is met ingang van 1 November 1982 nie meer bindend nie.

6. GETALSVERHOUDING VAN WERKNEMERS

(1) Geen winkel- of verkoopassistent met minder as drie jaar ondervinding (hierna verwys as "ongekwalifiseerd") mag in diens geneem word nie tensy 'n winkel- of verkoopassistent met minstens drie jaar ondervinding (hierna verwys as "gekwalifiseerd") eers in diens geneem is en vir elke gekwalifiseerde winkel- of verkoopassistent mag daar hoogstens een ongekwalifiseerde winkel- of verkoopassistent in diens geneem word.

(2) 'n Werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n winkel-assistent of klerk in sy eie winkel verrig, kan 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.

(3) 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.

7. VERLOF MET BESOLDIGING EN SIEKTEVERLOF

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

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

(a) In die geval van 'n werknemer van die klasse in klousule 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (p), (q), (r) en (u) bedoel, met tot twee jaar diens in sodanige klasse by dieselfde werkgewer, 21 agtereenvolgende dae met volle besoldiging;

(4) *Payment for overtime.*—Every employee shall be paid not less than one and a 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) (j), (k), (l), (m), (n), (o), (s), (t) and (v) shall not exceed 46 per week.

(6) The hours of work of a temporary employee/part-time 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 18h30.

(9) *Rest interval.*—An employer shall grant to each of his employees and an employee engaged in the delivery of goods, a rest interval of not less than 15 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, compel 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 regular wage of not less than R10 200 per annum, or to commercial travellers, traveller's assistants or watchmen: Provided 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.

(12) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not—

(a) require a female employee to work overtime for more than one hour on any day, subject to a maximum of three hours in any week;

(b) require or permit a female employee to work after 13h00 on more than five days in any week: Provided that for the purposes of stock-taking or of work directly related to the preparation for a sale or of any other work which cannot reasonably be done before 13h00 on any day, this limitation shall not apply in respect of the week in which such day falls, subject to the condition that a female employee shall not be required or permitted to work after 13h00 on six days in a week on more than six occasions in any period of 12 months' employment with the same employer;

(c) require or permit a female employee under the age of 18 years to work after 18h30 on any day:

Provided that where a female employee is required to attend to a customer after the time stipulated in paragraph (b) or (c) hereof, such employee may be required or permitted to attend to such customer for up to 15 minutes after the said stipulated time, but in the case of an employee referred to in paragraph (c) such attendance shall in the aggregate not exceed one hour in any week;

(d) the provisions of this subclause shall cease to apply with effect from 1 November 1982.

6. PROPORTION OR RATIO OF EMPLOYEES

(1) No shop assistant or sales assistant with less than three years' experience (hereinafter referred to as "unqualified") shall be employed unless a shop assistant or sales assistant with not less than three years' experience (hereinafter referred to as "qualified") is first employed and for each qualified shop assistant or sales assistant there may be employed not more than one unqualified shop assistant or sales assistant.

(2) An employer who is wholly or substantially engaged in doing work of a shop assistant 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.

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

7. PAID LEAVE AND SICK LEAVE

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

(2) An employee, other than a casual 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), (d), (e), (f), (g), (h), (i), (p), (q), (r) and (u) who has had up to two years' employment with the same employer in such classes, 21 consecutive days on full pay;

(b) in die geval van 'n werknemer van die klasse in klousule 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (p), (q), (r) en (u) bedoel, 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 in klousule 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (p), (q), (r) en (u) bedoel, 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 in klousule 4 (1) (j), (k), (l), (m), (n), (o), (s), (t) en (v) bedoel, 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 kan 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 vier 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 diens 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 die 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 in klousule 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (p), (q), (r) en (u) bedoel, wat tot en met twee jaar diens in sodanige klasse by dieselfde werkgever gehad het, een sewentiende van 'n week se loon, teen die besoldiging wat die werknemer ten tyde van diensopsegging ontvang het, vir elke voltooide week diens;

(b) in die geval van 'n werknemer van die klasse in klousule 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (p), (q), (r) en (u) bedoel, wat meer as twee en tot en met nege agtereenvolgende jaar diens in dieselfde klasse by dieselfde werkgever gehad het, een vyftiende van 'n week se loon, teen die besoldiging wat die werknemer ten tyde van diensopsegging ontvang het, vir elke voltooide week diens;

(c) in die geval van 'n werknemer van die klasse in klousule 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (p), (q), (r) en (u) bedoel, wat meer as nege agtereenvolgende jaar diens in sodanige klasse by dieselfde werkgever gehad het, een twaalfde van 'n week se loon, teen die besoldiging wat die werknemer ten tyde van diensopsegging ontvang het, vir elke voltooide week diens;

(d) in die geval van 'n werknemer van die klasse in klousule 4 (1) (j), (k), (l), (m), (n), (o), (s), (t) en (v) bedoel, een sewentiende 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 in gevalle waar sodanige dienstrydperk minder as een maand is nie.

(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 werknemer die volle tydperk van verlof toestaan wat vir 12 maande diens ooploopbaar is en, met behoorlike inagneming van die oploping van die 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 verstryking van die 12 maande ten opsigte waarvan die verlof ooreenkomstig hierdie voorbehoudsbepaling toegestaan was, die werkgever van die besoldiging wat by diensbeëindiging aan die werknemer verskuldig is, die verskil kan aftrek tussen die bedrag wat hierkragtens aan die werknemer betaal is en die bedrag waarop hy by diensbeëindiging geregtig sou gewees het indien verlof nie kragtens subklousule (3) aan hom toegestaan was nie.

(6) (a) Behoudens paragraaf (b) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van altesaam minstens 36 werkdag gedurende elke siklus van 36 agtereenvolgende maande diens by hom, asook alle opgelope siekteverlof ingevolge paragraaf (c), en moet hy sodanige

(b) in the case of an employee of the classes referred to in clause 4 (1) (a), (b), (c), (d), (e), (f), (g), (h), (i), (p), (q), (r) and (u) 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), (d), (e), (f), (g), (h), (i), (p), (q), (r) and (u) 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) (j), (k), (l), (m), (n), (o), (s), (t) and (v) 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 service an employee is required to do 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), (d), (e), (f), (g), (h), (i), (p), (q), (r) and (u) 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), (d), (e), (f), (g), (h), (i), (p), (q), (r) and (u) 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), (d), (e), (f), (g), (h), (i), (p), (q), (r) and (u) 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) (j), (k), (l), (m), (n), (o), (s), (t) and (v) 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 purposes of this subclause no payment shall be due where such period of service is less than one month.

(4) For the purposes 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 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 of 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 subclause (3).

(6) (a) Subject to the provisions of paragraph (b), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than 36 work-days' sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, plus any sick leave accumulated in terms of paragraph (c) and shall

werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;

(ii) waar 'n werknemer in die eerste 12 agtereenvolgende maande diens as gevolg van ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverlof wat ten tyde van sodanige ongeskiktheid ingevolge paragraaf (i) opgeloopt het, sy werkgever, indien hy dit nog nie gedoen het nie, by verstryking van die eerste siklus van 36 agtereenvolgende maande diens by hom of by diensbeëindiging voor sodanige verstryking, die werknemer ten opsigte van sodanige langer tydperk van afwesigheid as gevolg van ongeskiktheid moet betaal in die mate waarin siekteverlof wat ten tyde van sodanige verstryking of diensbeëindiging opgeloopt het, nie geneem is nie;

(iii) waar 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is.

(b) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid van sy werk—

(i) vir langer as twee agtereenvolgende werkdade; of

(ii) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of openbare vakansiedag,

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregiſtreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid vermeld word: Met dien verstande dat, wanneer 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke onmiddellik na die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat ten opsigte van die afwesigheid voor te lê.

(c) 'n Werkgever moet 'n werknemer in sy derde siklus van 36 agtereenvolgende maande diens by die werkgever toelaat om in daardie siklus, benewens die siekteverloftydperk in paragraaf (a) voorgeskryf, 'n derde van die siekteverlof wat aldus voorgeskryf maar nie in sy tweede siklus van drie jaar diens geneem is nie, te neem en om 'n derde van die totaal van alle siekteverlof wat aldus voorgeskryf maar nie geneem is nie gedurende alle voorafgaande siklusse, met uitsondering van die heel eerste siklus van drie jaar diens, oor te dra na sy vierde en elke daaropvolgende sodanige siklus: Met dien verstande dat die totale tydperk siekteverlof beskikbaar aan 'n werknemer gedurende enige sodanige siklus nie meer as 78 werkdade mag wees nie: Voorts met dien verstande dat siekteverlof in elke sodanige siklus toegestaan moet word in die eerste plek uit die getal dae verskuldig ingevolge paragraaf (a), en dat siekteverlof uit beskikbare opgeloopte siekteverlof toegestaan moet word slegs nadat al sodanige dae geneem is.

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

(8) By die toepassing van hierdie klousule—

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

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

(ii) met siekteverlof is ooreenkomstig subklousule (6) van hierdie klousule; of

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

(iv) militêre diens ondergaan;

wat in 'n jaar altesaam hoogstens 10 weke beloop ten opsigte van die tydperke in subparagrafe (i), (ii) en (iii) bedoel, plus hoogstens vier maande van 'n tydperk van militêre diens in subparagraaf (iv) bedoel en wat hy daardie jaar ondergaan het, en die aaneenlopende diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms moet by die toepassing van hierdie klousule geag word diens te wees, en die siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, moet by die toepassing van hierdie klousule geag word toegestaan te gewees het ingevolge hierdie Ooreenkoms;

(b) beteken "ongeskiktheid" onvermoë 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 moet word ongeskiktheid te wees slegs vir dié tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

pay such employee in respect of any period of absence in terms of this subclause 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, in the case of an employee who works a five-day week, one work-day in respect of each completed period of five weeks of employment and, in the case of any other employee, one work-day in respect of each completed month of employment;

(ii) where in the first 12 consecutive months of employment an employee is absent owing to incapacity for a period in excess of any sick leave accrued in terms of paragraph (i) at the time of such incapacity, his employer shall, if he has not previously done so, at the expiration of the first cycle of 36 consecutive months of employment with him or on termination of employment before such expiration, pay the employee in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiration or termination, had not been taken;

(iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

(b) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(i) for more than two consecutive work-days; or

(ii) on the work-day immediately preceding or the work-day immediately succeeding a Sunday or a public holiday,

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

(c) An employer shall permit an employee in his third cycle of 36 consecutive months' employment with the employer to take, in that cycle, in addition to the period of sick leave prescribed in paragraph (a), a third of any sick leave so prescribed but not taken in his second three-year employment cycle, and to carry forward into his fourth and every succeeding such cycle, a third of the total of all sick leave so prescribed, but not taken, during all preceding cycles excepting the very first three-year employment cycle: Provided that the total period of sick leave available to an employee during any one such cycle shall not exceed 78 working days: Provided further that sick leave shall in every such cycle be granted in the first place from the number of days due in terms of paragraph (a) and only after all such days have been taken shall sick leave be granted from any available accumulated sick leave.

(7) An employer shall pay 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 purposes 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 doing military service;

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 service referred to in subparagraph (iv) done 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. DIENSBEEINDIGING

(1) 'n Werkgever of 'n werknemer uitgesonderd 'n los 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 met ingang van die eerste of die 15de dag van die maand: 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 kennisteryn, 'n werknemer 'n salaris vir daardie termyn betaal.

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

(4) Ingeval 'n werknemer versuim om kennis te gee soos in subklousule (1) hiervan bepaal, moet hy die volgende aan sy 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. By die toepassing van hierdie subklousule moet betaling wat ingevolge klousule 5 (4) en klousule 7 (3) en (6) van hierdie Ooreenkoms aan 'n werknemer verskuldig is, ook geag word 'n voordeel te wees wat aan die oploop was.

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

(7) 'n Werknemer wat sy diens verlaat sonder om die kennis te gee en die kennisgewingstermyn uit te dien wat by subklousule (1) voorgeskryf word, is, tensy hy by versuim om sodanige kennis te gee en om gedurende sodanige kennisgewingstermyn te werk regens handel, behoudens klousule 7 (5) op geen betaling uit hoofde van hierdie subklousule geregtig nie.

9. DIENSSERTIFIKAAT

(1) 'n Werknemer 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, 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) 'n Werkgever kan, ten einde die aanvangs salaris te bepaal vir 'n werknemer wat werk soek 'n dienssertifikaat van die Sekretaris van die Raad aanvra waarop die duur van so 'n werknemer se vorige ondervinding verskyn.

10. ADMINISTRASIE VAN OOREENKOMS

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

11. VRYSTELLINGS

(1) Die Raad kan 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 goeddunke 'n vrystellingssertifikaat kan intrek.

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

(4) 'n Kopie van elke sertifikaat wat uitgereik word, moet aan die sekretaris van die werkgeversorganisasie en die vakverenigings gestuur word.

12. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD

Werknemersverteenvoorgestellers 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 opklap en opgeklap hou op 'n opvallende plek waar dit vir sy werknemers gereedlik toeganklik is.

8. TERMINATION OF EMPLOYMENT

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

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

of termination of contract in writing: Provided that such notice may be given on any day of the month or week effective from the first or the 15th day of the month: Provided further that this shall not affect 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 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) 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 weeks' wages.

(5) Notwithstanding anything to the contrary contained 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 purposes of this subclause, any payment which may be due to an employee in terms of clause 5 (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 service an employee is required to do in pursuance of the Defence Act, 1957.

(7) An employee who leaves his employment without having given and served the period of notice prescribed in subclause (1), unless in failing to give such notice and to work during such period he was acting within his legal rights, shall, subject to clause 7 (5), not be entitled to any payment by virtue of this subclause.

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) An employer may, for the purpose of establishing the commencing wage rate for an employee seeking employment, request the production of 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. EXEMPTIONS

(1) The Council may 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.

(3) 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.

(4) Copies of each licence issued shall be forwarded to the secretaries of the employers' organisation and the trade unions.

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. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 20c per maand aftrek van die loon van elkeen van sy werknemers en by die bedrag aldus afgetrek 'n bedrag voeg wat daaraan gelyk is: Met dien verstande dat hierdie klousule nie van toepassing is ten opsigte van 'n werknemer wat minder as 12 dae in 'n bepaalde maand vir dieselfde werkgewer gewerk het nie.

(2) Die werkgewer 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

(1) Die Raad moet een of meer aangewese persone as agente aanstel om uitvoering aan hierdie Ooreenkoms te help gee.

(2) 'n Agent kan 'n bedryfsinrigting betree en kan 'n werkgewer of werknemer ondervra en die register van betaalde lone, verlof toegestaan, tyd gewerk en betaling vir stukwerk en oortydwerk inspekteer ten einde vas te stel of al die bepalings van hierdie Ooreenkoms nagekom word.

16. BUITEWERK

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

17. WERKENDE WERKGEWERS

'n Werkgewer wat in sy eie bedryfsinrigting die werk verrig wat gewoonlik deur 'n winklassistent of 'n klerk gedoen word, mag nie ander ure werk as die ure in klousule 5 (1) van hierdie Ooreenkoms voorgeskryf nie.

18. INVORDERING VAN LEDEGELD VIR VAKVERENIGINGS

Alle werkgewers moet, op versoek van die vakverenigingspartye by die Raad, maandeliks van die lone van alle lede van die vakverenigings die ledegeld aftrek wat deur hulle verskuldig is: Met dien verstande dat die vakverenigings die werkgewers moet voorsien van wettige aftrekorders wat onderteken is deur die werknemers van wie se lone sodanige bedrae afgetrek moet word.

19. PENSIOSKEMA

(1) (a) Die Pensioskema vir die Kommersiële Distribusiebedryf (hierna die "Skema" genoem), ingestel ingevolge die Ooreenkoms gepubliseer kragtens Goewermentskennisgewing R. 3255 van 12 September 1969, word hierby voortgesit.

(b) Die doel met die Skema is om pensioen- en lewensversekeringsvoordele te verskaf ingevolge die Ooreenkoms aangegaan tussen die Raad en die Federated Employers' Insurance Co. Ltd of alle 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 alle wysigings daarvan moet by die Direkteur-generaal, Departement van Mannekrag, ingedien word.

(2) *Lidmaatskap.*—(a) Behoudens paragraaf (b) van hierdie subklousule, is lidmaatskap van die Skema verpligtend vir alle werknemers, uitgesonderd los werknemers, vir wie lone in klousule 4 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 deelnemer was in en lid was, of daarna word, van 'n skema wat pensioen- en/of voorsorgvoordele verskaf en wat op genoemde datum bestaan het en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer was, of op die werkgewer van sodanige werknemer slegs gedurende dié tydperk wat sodanige skema bly voortbestaan en sowel die werkgewer as die werknemer daarin 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 voorsorgfondse.

(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 hertoetree.

(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 werkgewer van sy maandelikse salaris afgetrek moet word, en elke werkgewer op wie hierdie klousule van toepassing is, moet by die werknemer se bydrae 'n gelyke bedrag voeg.

14. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 20 cents per month from the wages of each of his employees 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 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, not later than the seventh day of each month.

15. AGENTS

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

(2) 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 5 (1) of this Agreement.

18. COLLECTION OF TRADE UNION SUBSCRIPTIONS

All employers, at the request of the trade union parties to the Agreement, shall deduct monthly from the wages of all members of such trade unions such subscriptions as are due by them: Provided that the trade unions 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) The Pension Scheme for the Commercial Distributive Trade (hereinafter referred to as the "Scheme") established in terms of the Agreement published under Government Notice R. 3255 of 12 September 1969, is hereby continued.

(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 Director-General, Department of Manpower.

(2) *Membership.*—(a) Subject to the provisions of paragraph (b) of this subclause, membership of the Scheme shall be compulsory for all employees, other than casual employees, for whom wages are prescribed in clause 4 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 aftrek 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, voor of op die sewende dag van die maand aan elke 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 moet 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	Werkgewer se maandelikse bydrae	Totale maandelikse bydrae
	R	R	R	R
1.....	361- 600	2,00	2,00	4,00
2.....	601- 840	3,00	3,00	6,00
3.....	841-1 080	4,00	4,00	8,00
4.....	1 081-1 320	5,00	5,00	10,00
5.....	1 321-1 560	6,00	6,00	12,00
6.....	1 561-1 800	7,00	7,00	14,00
7.....	1 801-2 040	8,00	8,00	16,00
8.....	2 041-2 280	9,00	9,00	18,00
9.....	2 281-2 520	10,00	10,00	20,00
10.....	2 521-2 760	11,00	11,00	22,00
11.....	2 761-3 000	12,00	12,00	24,00
12.....	3 001-3 240	13,00	13,00	26,00
13.....	3 241-3 480	14,00	14,00	28,00
14.....	3 481-3 720	15,00	15,00	30,00
15.....	3 721-3 960	16,00	16,00	32,00
16.....	3 961-4 200	17,00	17,00	34,00
17.....	4 201-4 440	18,00	18,00	36,00
18.....	4 441-4 680	19,00	19,00	38,00
19.....	4 681-4 920	20,00	20,00	40,00

Vir elke R240 of gedeelte daarvan waarmee die pensioengewende salaris bo R4 920 verhoog word, moet sowel die lid as die werkgewer se bydrae met R1 verhoog word.

By die toepassing van hierdie klousule beteken die "pensioengewende salaris" die totale jaarlikse besoldiging ontvang deur 'n werknemer, 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 hul plaasvervangers en moet bestaan uit 'n gelyke getal werkgewers- en werknemersvertenwoordigers. Die reëls van die Skema mag nie met hierdie Ooreenkoms of die Wet op Arbeidsverhoudinge, 1956, of 'n ander Wet onbestaanbaar wees nie.

(b) Die Raad kan 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 Direkteur-generaal, Departement van Mannekrag, ingedien word.

(c) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die geldigheidsstermyn 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 trustee/trustees wat aldus aangestel word, het by die toepassing van hierdie klousule, al die bevoegdhede van die Raad.

(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 19de dag van Maart 1982 te Kimberley onderteken.

W. S. ADAMS, Voorsitter.

R. A. NOBLE, Ondervoorsitter.

G. W. BARNES, Sekretaris.

(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 not later than 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 not later than 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	Employer's monthly contribution	Total monthly contribution
	R	R	R	R
1.....	361- 600	2,00	2,00	4,00
2.....	601- 840	3,00	3,00	6,00
3.....	841-1 080	4,00	4,00	8,00
4.....	1 081-1 320	5,00	5,00	10,00
5.....	1 321-1 560	6,00	6,00	12,00
6.....	1 561-1 800	7,00	7,00	14,00
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16.....	3 961-4 200	17,00	17,00	34,00
17.....	4 201-4 440	18,00	18,00	36,00
18.....	4 441-4 680	19,00	19,00	38,00
19.....	4 681-4 920	20,00	20,00	40,00

For each R240 or part thereof by which the pensionable salary is increased above R4 920, the member's as well as the employer's contribution shall be increased by R1.

For the purposes 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 Labour Relations 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 any amendments thereto shall be lodged with the Director-General, Department of Manpower.

(c) In the event of the dissolution of the Council or in the event of its 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 trustee or trustees so appointed shall have all the powers vested in the Council for the purposes of this clause.

(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, this 19th day of March 1982.

W. S. ADAMS, Chairman.

R. A. NOBLE, Vice-Chairman.

G. W. BARNES, Secretary.

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No.	Bladsy No.	Staats- koerant No.
Mannekrag, Departement van		
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R. 1821	Wet op Arbeidsverhoudinge (28/1956): Kommersiele Distribusiebedryf, Kimberley: Ooreenkoms	1 8355

CONTENTS

No.	Page No.	Gazette No.
Manpower, Department of		
Government Notice		
R. 1821	Labour Relations Act (28/1956): Com- mercial Distributive Trade, Kimberley: Agreement	1 8355

