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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 509

17 Maart 1978

WET OP NYWERHEIDSVERSOENING, 1956

NIE-BLANKE HANDEL

OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Nie-Blanke Handel betrekking het, met ingang van 1 April 1978 en vir die tydperk wat op 31 Maart 1983 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (5) (f), 17, 20, 21 en 22, met ingang van 1 April 1978 en vir die tydperk wat op 31 Maart 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 Handel in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (5) (f), 17, 20, 21 en 22, met ingang van 1 April 1978 en vir die tydperk wat op 31 Maart 1983 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir all Bantoes in diens in genoemde Handel by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

69926—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 509

17 March 1978

INDUSTRIAL CONCILIATION ACT, 1956

NON-WHITE TRADE

AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Non-White Trade, shall be binding, with effect from 1 April 1978 and for the period ending 31 March 1983, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(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 (1) (a), 2, 5 (5) (f), 17, 20, 21 and 22, shall be binding, with effect from 1 April 1978 and for the period ending 31 March 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 Trade in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 1 April 1978 and for the period ending 31 March 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (5) (f), 17, 20, 21 and 22, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

5937—1

BYLAE

NYWERHEIDSRAAD VIR NIE-BLANKE HANDEL

OOREENKOMS

ingevoel die Wet op Nywerheidsversoenings, 1956, soos gewysig, gesluit deur en aangegaan tussen

(a) The South African Association for Non-White Trade (waarby die Witwatersrand Chamber of Reef Trade ingelyf is), en die

(b) The Reef (Non-White Trade) Employers' Association (hierna die "werkgewers" of "werkgewersorganisasies" genoem), aan die een kant, en

(c) The Concession Stores and Allied Trades Assistants' Union

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

wat die partye is by die Nywerheidsraad vir Nie-Blanke Handel.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Nie-Blanke Handel nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasies is en alle werknemers wat lede van die vakvereniging is;

(b) (i) in 'n winkel vermeld in paragraaf (a) van die woordomskeywing van Nie-Blanke Handel in klousule 3 van hierdie Ooreenkoms in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp (uitgesonderd die plaas Holfontein 161 en daardie gedeelte van die landdrosdistrik Krugersdorp wat voor die publikasie van Goewermentskenningsgewing 749 van 19 Mei 1961, binne die landdrosdistrik Randfontein geval het maar met inbegrip van daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermentskenningsgewing 2546 van 5 Desember 1947, binne die landdrosdistrik Krugersdorp geval het), Randburg [uitgesonderd daardie gedeelte wat voor 1 Januarie 1975 (Goewermentskenningsgewing 2152 van 22 November 1974) binne die landdrosdistrik Kempton Park geval het maar wat voor die publikasie van Goewermentskenningsgewing 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het], Roodepoort en Springs;

(ii) in 'n eetuis vermeld in paragraaf (b) van die woordomskeywing van Nie-Blanke Handel in klousule 3 van hierdie Ooreenkoms in die landdrosdistrikte Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park (uitgesonderd daardie gedeeltes wat ooreenkomstig Goewermentskenningsgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 vanaf die landdrosdistrik Pretoria oorgeplaas is), Krugersdorp (uitgesonderd die plaas Holfontein 161 en daardie gedeelte van die landdrosdistrik Krugersdorp wat voor die publikasie van Goewermentskenningsgewing 749 van 19 Mei 1961 binne die landdrosdistrik Randfontein geval het maar met inbegrip van daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermentskenningsgewing 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het), Randburg [uitgesonderd daardie gedeelte wat voor 1 Januarie 1975 (Goewermentskenningsgewing 2152 van 22 November 1974) binne die landdrosdistrik Kempton Park geval het maar wat voor die publikasie van Goewermentskenningsgewing 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het], Roodepoort en Springs;

(iii) in 'n winkel en/of eetuis bedoel in paragraaf (c) van die omskeywing van Nie-Blanke Handel in klousule 3 van hierdie Ooreenkoms in die landdrosdistrikte Bethal, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp (uitgesonderd die plaas Holfontein 161 en daardie gedeelte van die landdrosdistrik Krugersdorp van voor die publikasie van Goewermentskenningsgewing 749 van 19 Mei 1961 binne die landdrosdistrik Randfontein geval het maar met inbegrip van daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermentskenningsgewing 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het), Nigel [uitgesonderd daardie gedeelte wat voor 1 Julie 1972 (Goewermentskenningsgewing 871 van 26 Mei 1972) binne die landdrosdistrik Balfour geval het], Oberholzer, Potchefstroom, Randburg [uitgesonderd daardie gedeelte wat voor 1 Januarie 1975 (Goewermentskenningsgewing 2152 van 22 November 1974) binne die landdrosdistrik Kempton Park geval het maar wat voor die publikasie van Goewermentskenningsgewing 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het], Roodepoort, Springs, Standerton en Vereeniging.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE NON-WHITE TRADE

AGREEMENT

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

(a) The South African Association for Non-White Trade (incorporating the Witwatersrand Chamber of Reef Trade), and

(b) The Reef (Non-White Trade) Employers' Association (hereinafter referred to as the "employers" or "employers' organisations"), of the one part, and

(c) The Concession Stores and Allied Trades Assistants' Union

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

being parties to the Industrial Council for the Non-White Trade.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Non-White Trade—

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade union;

(b) (i) in shops referred to in paragraph (a) of the definition of Non-White Trade in clause 3 of this Agreement in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Krugersdorp (excluding the farm Holfontein 161 and that portion of the Magisterial District of Krugersdorp which prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein but including that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice 2546 of 5 December 1947, fell within the Magisterial District of Krugersdorp), Randburg [excluding that portion which prior to 1 January 1975 (Government Notice 2152 of 22 November 1974) fell within the Magisterial District of Kempton Park but which prior to the publication of Government Notice 556 of 29 March 1956, fell within the Magisterial District of Pretoria], Roodepoort and Springs;

(ii) in eating-houses referred to in paragraph (b) of the definition of Non-White Trade in clause 3 of this Agreement in the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park (excluding those portions which were transferred from the Magisterial District of Pretoria in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970), Krugersdorp (excluding the farm Holfontein 161 and that portion of the Magisterial District of Krugersdorp which prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein but including that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice 2546 of 5 December 1947, fell within the Magisterial District of Krugersdorp), Randburg [excluding that portion which prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial District of Kempton Park but which prior to the publication of Government Notice 556 of 29 March 1956, fell within the Magisterial District of Pretoria], Roodepoort and Springs;

(iii) in shops and/or eating-houses referred to in paragraph (c) of the definition of Non-White Trade in clause 3 of this Agreement in the Magisterial Districts of Bethal, Boksburg, Brakpan, Germiston, Johannesburg, Klerksdorp, Krugersdorp (excluding the farm Holfontein 161 and that portion of the Magisterial District of Krugersdorp which, prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein but including that portion of the Magisterial District of Randfontein which, prior to the publication of Government Notice 2546 of 5 December 1947, fell within the Magisterial District of Krugersdorp), Nigel [excluding that portion which, prior to 1 July 1972 (Government Notice 871 of 26 May 1972), fell within the Magisterial District of Balfour], Oberholzer, Potchefstroom, Randburg [excluding that portion which, prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial District of Kempton Park but which, prior to the publication of Government Notice 556 of 29 March 1956, fell within the Magisterial District of Pretoria], Roodepoort, Springs, Standerton and Vereeniging.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“kontantloon” die loon wat 'n werknemer verdien, min bedrae (indien daar is) wat afgetrek word ingevolge klousule 5 (5) (d) ten opsigte van kos en/of inwoning (met inbegrip van wassery-dienste) wat verskaf word;

“Raad” die Nywerheidsraad vir Nie-Blanke Handel wat ooreenkomstig artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is, en geag word ooreenkomstig artikel 19 van die Wet geregistreer te wees;

“klerk” 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig, en omvat dit 'n kassier, 'n telefonis en 'n bediener van 'n optel-, reken- of ponskaartmasjien, maar nie ook 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, afgesien daarvan of klerklike werk 'n deel van sodanige werknemer se werk uitmaak, of nie;

“klerk, gekwalifiseer,” 'n klerk met minstens vyf jaar ondervinding;

“klerk, ongekwalifiseer,” 'n klerk met minder as vyf jaar ondervinding;

“drywer van 'n motorvoertuig” 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig dryf wat gebruik word om goedere, uitgesonderd handelsreisigersmonsters, te vervoer;

“bedryfsinrigting” 'n perseel waarop Nie-Blanke Handel gedryf word;

“ondervinding” die totale lengte van alle dienstdydperk van 'n werknemer in 'n beroep waarin ondervinding toepaslik is;

“algemene werknemer” 'n werknemer wat een of meer van die volgende pligte verrig:

- (a) Goedere wat vir voorraad bestem is, verpak en weeg;
- (b) boodskappe ontvang;
- (c) tolk;
- (d) kook of by tafels bedien;
- (e) onder algemene toesig van 'n gekwalifiseerde of ongekwalifiseerde werknemer, uitsluitlik of hoofsaaklik Nie-Blanke klante bedien, afgesien van die manier waarop dit gedoen word;
- (f) persele, voertuie, diere, gerei, masjinerie, implemente, gereedskap of ander artikels skoonmaak;
- (g) voertuie laai of aflaai;
- (h) goedere dra, verskuif, opmekaar stapel of uitpak;
- (i) pakkies of pakkette sorteer; pakkette toedraai;
- (j) bottels of ander houers vul wat vir voorraad bestem is;
- (k) bedrukte of klaargeadresseerde etikette aan bottels, kassies, bale of ander pakkies aanbring; kassies, bale of ander pakkies sjabloner en/of merk;
- (l) deure, kassies, bale of ander pakkies oop of toemaak;
- (m) vure maak of in stand hou of afval of as verwyder;
- (n) briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handvoertuig aflewer of vervoer;
- (o) in die geval van k.b.a.-verkope, kontant invorder of skriftelik bestelings aanneem;
- (p) op afleweringswaens of -voertuie help;
- (q) diere versorg, in- of uitspan;
- (r) voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (s) tee of dergelike drank maak;

“Nie-Blanke Handel” of “Handel” die handel wat gedryf word in—

(a) 'n winkel ten opsigte waarvan al die vereistes nagekom word wat uiteengesit word in artikel 10 (1) (b) van Ordonnansie 24 van 1959 (Transvaal), maar uitgesonderd 'n slaghuys tensy dit verbind is aan en bestuur word op dieselfde perseel as 'n eethuis, en omvat dit 'n onderneming wat uit hoofde van artikel 10 (3) van genoemde Ordonnansie geag word so 'n winkel te wees;

(b) 'n eethuis ten opsigte waarvan die lisensie bedoel in item 8 van Bylae I van die Ordonnansie op lisensies, 1974 (Ordonnansie 19 van 1974), van Transvaal, vereis word;

(c) 'n winkel en/of eethuis ten opsigte waarvan 'n handelsertifikaat kragtens Hoofstuk XIII van die Wet op Mynregte, 1967 (Wet 20 van 1967), vereis word, of wat bedryf word deur die eienaar of huurder van 'n handelsterrein in Hoofstuk XIV van genoemde Wet bedoel;

“gekwalifiseerde werknemer” 'n werknemer met vyf jaar of langer ondervinding in die Handel wat klante help en/of bedien;

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 of the Act, and shall remain in force for a period of five years or for such period as may be specified by him.

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meanings as in the 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; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“cash wage” means the wage earned by an employee less deductions (if any) made in terms of clause 5 (5) (d) in respect of board and/or lodging (including laundry services) supplied;

“Council” means the Industrial Council for the Non-White Trade, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of section 19 of the Act;

“clerk” means an employee who is engaged in writing, typing or any other form of clerical work and includes a cashier, a telephone switchboard operator and an operator of an adding, calculating or punch card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

“clerk qualified” means a clerk who has had not less than five years' experience;

“clerk unqualified” means a clerk who has had less than five years' experience;

“driver of motor vehicle” means an employee wholly or mainly engaged in driving a motor vehicle used for the conveyance of goods, other than a traveller's samples;

“establishment” means any premises upon which the Non-White Trade is carried on;

“experience” means the total length of all periods of employment which an employee has had in an occupation in which experience is relevant;

“general employee” means an employee who is engaged in performing one or more of the following duties:

- (a) Packing and weighing up goods for stock;
- (b) receiving messages;
- (c) interpreting;
- (d) cooking or waiting at tables;
- (e) attending, in any way whatsoever, wholly or mainly to Non-White customers under the general supervision of a qualified or unqualified employee;
- (f) Cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;
- (g) loading or unloading vehicles;
- (h) carrying, moving, stacking or unpacking goods;
- (i) sorting packages per parcels; wrapping up parcels;
- (j) filling bottles or other containers for stock;
- (k) affixing printed or ready addressed labels on to bottles, boxes, bales, or other packages; stencilling and/or marking boxes, bales or other packages;
- (l) opening or closing doors, boxes, bales or other packages;
- (m) making or maintaining fires or removing refuse or ashes;
- (n) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand propelled vehicle;
- (o) collecting cash in the case of “C.O.D.” sales or accepting written orders;
- (p) assisting on delivery vans or vehicles;
- (q) tending, harnessing or unharnessing animals;
- (r) oiling or greasing vehicles, other than motor vehicles;
- (s) making tea or similar beverages;

“Non-White Trade” or “Trade” means the Trade carried on in—

(a) a shop in respect of which all the requirements set out in section 10 (1) (b) of Ordinance 24 of 1959 (Transvaal) have been met (but excluding a butcher shop unless it is connected to and conducted on the same premises as an eating-house) and includes an undertaking which by virtue of the provisions of section 10 (3) of the said Ordinance is deemed to be such a shop;

(b) an eating-house in respect of which is required the licence referred to in item 8 of Schedule I of the Licences Ordinance, 1974 (No. 19 of 1974), of Transvaal;

(c) a shop and/or eating-house in respect of which a trading certificate is required in terms of Chapter XIII of the Mining Rights Act, 1967 (Act 20 of 1967), or which is carried on by the owner or lessee of a trading site referred to in Chapter XIV of the said Act;

“qualified employee” means an employee who attends to and/or serves customers, and who has had five years' or more experience in the Trade;

"Sekretaris" die Sekretaris van die Raad;

"klante lok" wanneer 'n werkgewer of sy werknemer klante werf, of soek, of handel dryf buite die grense van sy gelisensieerde perseel, en omvat dit die vervoer van klante deur die werkgewer of sy werknemer na of van die gelisensieerde perseel met enige voertuig of vervoermiddel, afgesien daarvan of dit die eiendom van die werkgewer of van 'n derde party is of nie;

"handelsreisiger" 'n werknemer wat in sy hoedanigheid van 'n reisende verteenwoordiger van 'n bedryfsinrigting, en namens sodanige bedryfsinrigting, bestellings vra, werf of aanvra;

"handelsreisiger, gekwalifiseer," 'n handelsreisiger met minstens vier jaar ondervinding;

"handelsreisiger, ongekwalifiseer," 'n handelsreisiger met minder as vier jaar ondervinding;

"ongekwalifiseerde werknemer" 'n werknemer met minder as vyf jaar ondervinding in die Handel, wat klante help en/of bedien;

"week" 'n tydperk van ses dae wat om middernag op Sondag begin.

4. LONE

(1) (a) 'n Werkgewer moet minstens die volgende maand- of weekloon, na gelang van die geval, betaal, en 'n werknemer mag nie laer lone as die volgende aanvaar nie:

	Per maand R	Per week R
Klerk/Werknemer, vrou, ongekwalifiseer—		
gedurende die eerste jaar ondervinding.....	84,50	19,50
gedurende die tweede jaar ondervinding.....	98,19	22,66
gedurende die derde jaar ondervinding.....	109,72	25,32
gedurende die vierde jaar ondervinding.....	121,29	27,99
gedurende die vyfde jaar ondervinding.....	132,82	30,65
Klerk/Werknemer, vrou, gekwalifiseer.....	140,92	32,52
Klerk/Werknemer, man, ongekwalifiseer—		
gedurende die eerste jaar ondervinding.....	92,47	21,34
gedurende die tweede jaar ondervinding.....	99,80	23,03
gedurende die derde jaar ondervinding.....	118,26	27,29
gedurende die vierde jaar ondervinding.....	140,57	32,44
gedurende die vyfde jaar ondervinding.....	162,63	37,53
Klerk/Werknemer, man, gekwalifiseer.....	184,82	42,65
Werknemer wat nie elders spesifiek gemeld word nie.....	82,51	19,04
Algemene werknemer.....	82,51	19,04
Wag.....	82,51	19,04

(b) Die lone voorgeskryf in paragraaf (a) moet met ingang van 1 Oktober 1979 met $7\frac{1}{2}$ persent verhoog word in die geval van algemene werknemers, werknemers wat nie elders spesifiek gemeld word nie en nagwagte, en met 5 persent in die geval van ander werknemers.

(c) Die lone bereken ingevolge paragraaf (b), moet met ingang van 1 April 1981 verder verhoog word met $7\frac{1}{2}$ persent in die geval van algemene werknemers, werknemers wat nie elders spesifiek gemeld word nie en nagwagte, en met 5 persent in die geval van ander werknemers.

(2) In hierdie Ooreenkoms is alle voorgeskrewe lone minimum lone en verhoed dit nie die betaling van hoër lone nie.

(3) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die lone wat op enige tydskop betaal word en wat vir 'n werknemer gunstiger is as dié wat in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf word terwyl hy in die diens van dieselfde werkgewer is, verminder word nie.

(4) Die lone of status van—

werknemers wat nie spesifiek gemeld word nie;
algemene werknemers;
wagte;
ongeskoolde arbeiders;

wat binne ses maande nadat hulle met verlof vertrek het, na dieselfde werkgewer terugkeer, mag nie verminder word nie.

5. BETALING VAN LONE

(1) Lone en ander besoldiging wat verskuldig is aan 'n werknemer ingevolge hierdie Ooreenkoms of ingevolge 'n kontrak tussen die werkgewer en werknemer, indien sodanige kontrak voorsiening maak vir hoër besoldiging as die voorgeskrewe besoldiging, moet maandeliks voor of op die eerste dag van die daaropvolgende maand in kontant betaal word: Met dien verstande dat, wanneer sodanige dag op 'n Sondag of openbare vakansiedag val, die besoldiging op die daaropvolgende dag betaal moet word, of, indien 'n werknemer op 'n weeklikse grondslag werk, dit weekliks op Maandae betaal moet word, of by diensbeëindiging, indien dit voor die gewone betaaldag van die werknemer plaasvind.

(2) 'n Werkgewer moet sy werknemer by diensbeëindiging ten opsigte van alle dienstdyke voor sodanige beëindiging, alle besoldiging betaal wat verskuldig is ingevolge hierdie Ooreenkoms of ingevolge 'n kontrak tussen die werkgewer en werknemer, indien sodanige kontrak vir hoër besoldiging as die minimum voorgeskrewe besoldiging voorsiening maak.

"Secretary" means the Secretary of the Council;

"louting" means the canvassing for, soliciting of, or carrying on of trade by an employer or his employee beyond and outside the confines of his licensed premises, and shall include the conveyance of customers by an employer or his employee to or from such licensed premises by any vehicle or conveyance whether owned by the employer or a third party;

"traveller" means an employee, who as a travelling representative of an establishment and on behalf of such establishment invites, canvasses or solicits orders;

"traveller qualified" means a traveller who has had not less than four years' experience;

"traveller unqualified" means a traveller who has had less than four years' experience;

"unqualified employee" means an employee who attends to and/or serves customers and who has had less than five years' experience in the Trade;

"week" means a period of six days commencing at midnight on Sunday.

4. WAGES

(1) (a) An employer shall pay wages at not less than the following rates per month or per week, as the case may be, and an employee shall not accept wages lower than the following:

	Per month R	Per week R
Clerk/Employee, female, unqualified—		
during the first year of experience.....	84,50	19,50
during the second year of experience.....	98,19	22,66
during the third year of experience.....	109,72	25,32
during the fourth year of experience.....	121,29	27,99
during the fifth year of experience.....	132,82	30,65
Clerk/Employee, female, qualified.....	140,92	32,52
Clerk/Employee, male, unqualified—		
during the first year of experience.....	92,47	21,34
during the second year of experience.....	99,80	23,03
during the third year of experience.....	118,26	27,29
during the fourth year of experience.....	140,57	32,44
during the fifth year of experience.....	162,63	37,53
Clerk/Employee, male, qualified.....	184,82	42,65
Employee not elsewhere specified.....	82,51	19,04
General employee.....	82,51	19,04
Watchman.....	82,51	19,04

(b) With effect from 1 October 1979 the wages prescribed in paragraph (a) shall be increased by $7\frac{1}{2}$ per cent in the case of general employees, employees not elsewhere specified and watchmen, and by 5 per cent in the case of other employees.

(c) With effect from 1 April 1981 the wages calculated in terms of paragraph (b), shall be further increased by $7\frac{1}{2}$ per cent in the case of general employees, employees not elsewhere specified and watchmen, and by 5 per cent in the case of other employees.

(2) In this Agreement all the wages prescribed are minimum wages and do not prevent the payment of higher wages.

(3) Nothing in this Agreement shall operate to reduce any wages being paid at any time which are more favourable to an employee than that laid down in this Agreement for such employee while he is in the service of the same employer.

(4) The wages or status of—

employees not specified;
general employees;
watchmen;
unskilled labourers;

who return to the same employer within six months of proceeding on leave, shall not be reduced.

5 PAYMENT OF WAGES

(1) Wages and other remuneration due to an employee in terms of this Agreement or in terms of any contract between employer and employee is such contract provides for remuneration in excess of the prescribed remuneration shall be paid in cash monthly not later than the first day of the month following: Provided that when such day falls on a Sunday or public holiday payment shall be made the following day or if an employee is employed on a weekly basis, weekly, on a Monday or on termination of employment if this takes place before the ordinary pay-day of the employee.

(2) Upon termination of employment an employer shall pay his employee in respect of any periods of employment prior to such termination all remuneration due in terms of this Agreement or in terms of any contract between employer and employee if such contract provides for remuneration in excess of the prescribed minimum remuneration.

(3) 'n Werkgewer mag nie 'n premie vra of aanneem ten opsigte van die opleiding van 'n werknemer nie en dit mag ook nie namens 'n werkgewer gevra of aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgewer regtens verplig is om by te dra nie.

(4) (a) Daar mag nie van 'n werknemer vereis word om van sy werkgewer, of by enige plek wat hy aanwys, kos of inwoning aan te neem of om enige goedere van sy werkgewer aan te koop nie. Daar mag nie van 'n werknemer wat daartoe instem om kos of inwoning of albei, van sy werkgewer aan te neem, vereis word, of hy mag nie toegelaat word, om meer as die volgende te betaal nie:

Gekwalifiseerde en ongekwalifiseerde werknemers, drywers van motorvoertuie—

	Per maand R	Per week R
vir kos.....	6,00	1,40
vir inwoning.....	2,60	0,60
vir etes en huisvesting.....	8,66	2,00

Alle ander werknemers—

vir kos.....	4,33	1,00
vir inwoning.....	2,60	0,60
vir kos en inwoning.....	6,93	1,60

(b) Die kos en inwoning wat verskaf word, moet bevorderlik wees vir die gesondheid.

(5) Daar mag geen bedrae van enige aard, uitgesonderd die volgende, van die lone van werknemers afgetrek word nie:

(a) Behoudens klousule 10 (B), wanneer 'n werknemer van sy werk afwesig is, om 'n ander rede as op las of op versoek van sy werkgewer, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid, tensy die werknemer vooraf van sy werkgewer afwesigheidsverlof verkry het;

(b) met die skriftelike toestemming van die werknemer, bedrae vir siekte-, assuransië- of pensioenfondse;

(c) bydraes tot die fondse van die Raad ingevolge klousule 14 van hierdie Ooreenkoms;

(d) bedrae ingevolge subklousule (4) (a) van hierdie klousule vir kos en/of inwoning (met inbegrip van wasserydienste) wat verskaf word;

(e) 'n bedrag wat 'n werkgewer ingevolge 'n wet of ordonnansie of regsgeeding namens 'n werknemer moet betaal;

(f) ledegelde aan die vakvereniging wat ingevolge subklousule (2) van klousule 20 afgetrek word.

6. GETALSVERHOUDING VAN WERKNEMERS

(1) 'n Werkgewer of vennoot wat in sy eie winkel of eethuis die werk verrig van 'n werknemer, uitgesonderd 'n algemene werknemer of ongeskoolde arbeider, word geag 'n gekwalifiseerde werknemer te wees: Met dien verstande dat 'n werkgewer of vennoot wat meer as een winkel of eethuis besit, of daarby belang het, nie geag word 'n werknemer te wees nie ten opsigte van 'n winkel of eethuis, uitgesonderd daardie een waarin hy die werk van sodanige werknemer verrig, en hoogstens een uit 'n aantal vennote word geag 'n gekwalifiseerde werknemer te wees ten opsigte van 'n bepaalde winkel of eethuis wat aan 'n vennootskap behoort of daardeur gedryf word.

(2) Behoudens die voorafgaande subklousule, moet een gekwalifiseerde werknemer in diens wees voordat 'n ongekwalifiseerde werknemer in diens geneem mag word, en vir elke twee gekwalifiseerde werknemers mag hoogstens een ongekwalifiseerde werknemer in diens geneem word: Met dien verstande dat wanneer 'n ongelike getal gekwalifiseerde werknemers in 'n winkel of eethuis werksaam is, 'n ongekwalifiseerde werknemer in diens geneem kan word ten opsigte van die gekwalifiseerde werknemer wat die getal ongelik maak.

(3) Vir die toepassing van hierdie klousule kan 'n ongekwalifiseerde werknemer wat minstens die minimum voorgeskrewe loon vir 'n gekwalifiseerde werknemer betaal word, geag word 'n gekwalifiseerde werknemer te wees vir die tydperk waarin hy teen dié loon werksaam is.

(4) 'n Werkgewer wat in sy eie winkel of eethuis as 'n gekwalifiseerde werknemer geag word, kan een algemene werknemer in diens neem, maar voordat 'n tweede algemene werknemer in diens geneem mag word, moet daar een gekwalifiseerde werknemer in diens wees, en daarna vir elke gekwalifiseerde werknemer in diens kan een algemene werknemer in diens geneem word: Met dien verstande dat die vrou, moeder, dogter, skoon dogter en niggie van die werkgewer of van 'n direkteur van die indiensnemende maatskappy, vir verhoudingsdoeleindes nie geag word 'n werknemer te wees nie.

(5) Vir die toepassing van hierdie klousule word besigheid wat dieselfde werkgewer in Nie-Blanke winkels, eethuise, en/of slagterye dryf wat op dieselfde standplaas of aanliggende standplaas geleë is, geag slegs een besigheid te wees.

(3) No premium for the training of an employee shall be charged or accepted by or on behalf of an employer: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(4) (a) No employee shall be required to board or lodge with his employer or at any place nominated by his employer, or to purchase any goods from his employer. Any employee who agrees to accept board or lodging or both, from his employer, shall not be required or allowed to pay more than:

Qualified and unqualified employees, drivers of motor vehicles—

	Per month R	Per week R
for board.....	6,00	1,40
for lodging.....	2,60	0,60
for board and lodging.....	8,66	2,00

All other employees—

for board.....	4,33	1,00
for lodging.....	2,60	0,60
for board and lodging.....	6,93	1,60

(b) The food and quarters when supplied, shall be conducive to good health.

(5) No deductions of any description other than the following may be made from the employees wages:

(a) Subject to the provisions of clause 10 (B), where an employee absents himself from work other than at the request or on the instructions of the employer, a pro rata amount for the period of such absence, unless the employee has previously obtained leave of absence from his employer;

(b) with the written consent of the employee, deductions for sick, insurance or pension funds;

(c) contributions to Council funds in terms of clause 14 of this Agreement;

(d) deductions in terms of subclause (4) (a) of this clause in respect of board and/or lodging (including laundry services) supplied;

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

(f) subscriptions to the trade union deducted in terms of clause 20 (2).

6. PROPORTION OR RATIO OF EMPLOYEES

(1) An employer or partner who performs in his own shop or eating-house the work of an employee other than a general employee or unskilled labourer shall be deemed to be a qualified employee: Provided that an employee or partner who owns or has an interest in more than one shop or eating-house shall not be deemed to be an employee in respect of any shop or eating-house other than the one in which he performs the work of such employee, and not more than one of any number of partners shall be deemed to be a qualified employee in respect of any one of the shops or eating-houses belonging to or operated by a partnership.

(2) Subject to the provisions of the preceding subclause, one qualified employee shall be employed before an unqualified employee may be employed and for every two qualified employees not more than one unqualified employee may be employed: Provided that when an odd number of qualified employees are employed in a shop or eating-house, an unqualified employee may be employed for the qualified employee who makes up the odd number.

(3) For the purposes of this clause, an unqualified employee who is paid a wage not less than the minimum wage prescribed for a qualified employee, may, during the period he is being employed at that wage, be reckoned as a qualified employee.

(4) An employer ranking as a qualified employee in his own shop or eating-house may employ one general employee, but before a second general employee may be employed there shall be employed one qualified employee and thereafter there may be employed one general employee for every qualified employee employed: Provided that, for ratio purposes, the wife, mother, daughter, daughter-in-law and niece of the employer or of a director of the employing company shall not be deemed to be an employee.

(5) For the purposes of this clause, business carried on by the same employer in any Non-White shops, Non-White eating-houses, and/or Non-White butcheries situated on the same stand or adjoining stands shall be deemed to be one business only.

7. BESIGHEIDSURE, WERKURE EN OORTYDWERK

A. Besigheidsure

(1) (a) Geen werkgewer mag 'n Nie-Blanke winkel oopmaak of oophou of toelaat dat dit oop is nie, en hy mag ook nie in of vanuit sodanige winkel goedere verkoop of verskaf of toelaat dat 'n werknemer daarin werk of goedere daarin of daaruit verkoop of verskaf nie, en geen werknemer mag goedere in of vanuit sodanige winkel verkoop of verskaf of daarin werk nie—

- (i) op 'n Sondag of openbare vakansiedag;
- (ii) voor 08h30;
- (iii) na 18h30 op Maandag, Dinsdag, Woensdag, Donderdag en Vrydag;
- (iv) na 13h00 op Saterdag.

(b) Geen werkgewer mag 'n eethuis oopmaak of oophou of toelaat dat dit oop is nie, en hy mag ook nie in of vanuit sodanige eethuis goedere verkoop of verskaf of toelaat dat 'n werknemer daarin werk of goedere daarin of daaruit verkoop of verskaf nie, en geen werknemer mag goedere in of vanuit sodanige eethuis verkoop of verskaf of daarin werk nie—

- (i) voor 08h00 op enige dag;
- (ii) na 19h00 op enige dag.

B. Werkure

(1) (a) Geen werkgewer mag van 'n werknemer vereis of hom toelaat—

- (i) om langer as 46 uur 'n bepaalde week te werk nie; of
- (ii) om langer as agt en 'n half uur op 'n bepaalde dag te werk nie: Met dien verstande dat 'n werkgewer van 'n werknemer kan vereis of hom kan toelaat om nege uur op 'n bepaalde dag van die week te werk; of
- (iii) om langer as vyf uur aan te werk sonder 'n ononderbroke pouse van minstens een uur nie: Met dien verstande dat werkdagperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees; of
- (iv) om op meer as ses dae in 'n bepaalde week te werk nie; of
- (v) om op 'n bepaalde dag vir 'n werkdagbestek van langer as 11 uur te werk nie; of
- (vi) om op meer as vyf dae in 'n bepaalde week na een uur in die middag te werk nie.

(b) Hierdie klousule is nie op wagte van toepassing nie. Sodanige werknemers mag in die tydperk na sluitingstyd en voordat die besigheid oopmaak, werksaam wees: Met dien verstande dat in die geval van wagte die totale tydperk aaneenlopende diens hoogstens 12 uur mag wees en 'n pouse van 12 uur toegestaan moet word na elke sodanige tydperk van aaneenlopende diens: Voorts met dien verstande dat daar nie van wagte vereis of hulle nie toegelaat mag word om meer as ses nagte in 'n bepaalde week te werk nie, uitgesonderd in die geval van 'n noodtoestand, en dan moet hy teen een en 'n derde maal sy dagloon betaal word vir sodanige tydperk of gedeelte daarvan wat meer as ses nagte in 'n bepaalde week is.

(2) Behoudens 'n wet wat van tyd tot tyd van krag mag wees, mag 'n werkgewer van 'n werknemer vereis of hom toelaat om buite sodanige werknemer se gewone werkure werk in verband met voorraadopname te doen: Met dien verstande dat die werkgewer vooraf toestemming van die Raad verkry: Voorts met dien verstande dat sodanige voorraadopname op hoogstens een openbare vakansiedag en een weeklikse vakansiehelfdag in 'n kalenderjaar geneem mag word. Die werknemer van wie daar vereis of wat toegelaat word om op 'n openbare vakansiedag te werk, moet binne 30 dae na sodanige openbare vakansiedag een dag vakansie toegestaan word.

C. Oortydwerk

Behoudens die voorafgaande subklousule, mag geen werkgewer van 'n werknemer vereis of hom toelaat om oortydwerk te verrig nie.

8. BYWONINGSREGISTER EN TYDTAFEL

(1) (a) Elke werkgewer moet ten opsigte van elke werknemer, uitgesonderd 'n ongeskoolde arbeider, 'n bywoningsregister, in die vorm voorgeskryf in Aanhangsel A, verskaf, en hy moet dit te alle tye gedurende besigheidsure ter insae laat lê sodat die persoon wat deur die Raad behoorlik daartoe gemagtig word, dit kan ondersoek.

(b) 'n Bywoningsregister is die eiendom van 'n werkgewer en moet vir drie volle jaar na die datum van die laaste inskrywing daarin bewaar word.

(2) Tensy siekte of 'n ander onvermydelike oorsaak hom verhoed om dit te doen, moet 'n werknemer onmiddellik wanneer hy die bedryfsinrigting binnegaan en voordat hy dit verlaat aan die begin of einde van elke dag, op elke dag wat hy daarin werksaam is, in ink of met 'n inktlood dié aantekeninge in die bywoningsregister inskryf wat deur die omstandighede vereis word; die werknemer moet 'n verandering wat hy aanbring aan 'n inskrywing, parafeer.

7. HOURS OF BUSINESS, HOURS OF WORK AND OVERTIME

A. Hours of business

(1) (a) No employer shall open or keep open or permit to be open any Non-White shop or sell or supply goods or permit any employee to work or to sell or supply goods in or from such shop and no employee shall work or sell or supply goods in or from such shop—

- (i) on any Sunday or public holiday;
- (ii) earlier than 08h30;
- (iii) later than 18h30 of Monday, Tuesday, Wednesday, Thursday and Friday;
- (iv) later than 13h00 on Saturday.

(b) No employer shall open or keep open or permit to be open any eating-house or sell or supply goods or permit any employee to work or sell or supply goods in or from such eating-house and no employee shall work or sell or supply goods in or from such eating-house—

- (i) earlier than 08h00 of any day;
- (ii) later than 19h00 of any day.

B. Hours of work

(1) (a) No employer shall require or permit any employee—

- (i) to work more than 46 hours in any one week; or
- (ii) to work for more than eight and one-half hours on any one day: Provided that an employer may require or permit any employee to work for nine hours on one day of the week; or
- (iii) to work for more than a continuous period of five hours without one uninterrupted interval of at least one hour: Provided that periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or
- (iv) to work on more than six days in any one week; or
- (v) to work on any day for a spreadover which exceeds 11 hours; or
- (vi) to work after 13h00 on more than five days in any one week.

(b) The provisions of this clause shall not apply to watchmen. Any such employee may be employed during the period between the closing and opening hours of business: Provided that in the case of watchmen the total period of continuous duty shall not exceed 12 hours and a break of 12 hours shall be granted after every such period of continuous duty: Provided further that watchmen shall not be required or permitted to work for more than six nights in any one week other than in the case of an emergency when he shall be remunerated at one and a third times his daily rate for any period or portion thereof exceeding six nights in any one week.

(2) Subject to the provisions of any law from time to time in force, an employer may require or permit an employee to perform work in connection with stocktaking, outside of such employee's normal hours of work: Provided that the employer obtains prior permission from the Council: Provided further that such stocktaking may be done on not more than one public holiday and one weekly half-holiday in any calendar year. The employee who is so required or permitted to work on a public holiday shall be given one day's holiday on full pay within 30 days after such public holiday.

C. Overtime

Subject to the provisions of the preceding subclause, no employer shall require or permit any employee to work overtime.

8. ATTENDANCE REGISTER AND TIME-TABLE

(1) (a) Every employer shall provide an attendance register for each employee other than an unskilled labourer in the form prescribed in Annexure A and shall keep the same at all times during business hours open to inspection by the person duly authorised by the Council to inspect the same.

(b) An attendance register is the property of an employer and shall be retained for three clear years subsequent to the date of the last entry therein.

(2) Unless precluded from doing so by sickness or other unavoidable cause, immediately on entering and before leaving the establishment at the beginning or end of each day every such employee shall on every day on which he is employed therein make in ink or indelible pencil such entries in the attendance register as are appropriate to the circumstances; any alteration to any entry made by an employee shall be initialed by such employee.

(3) Elke werkgewer moet voor 10h00 op Maandag in elke week, of die daaropvolgende dag, indien die Maandag 'n openbare vakansiedag is, 'n tydtafel in die vorm voorgeskryf in Aanhangsel B in ink of met 'n inktlood opstel of laat opstel wat die dae en ure wat elkeen van sy werknemer ooreenkomstig klousule 7 van hierdie Ooreenkoms gedurende die daaropvolgende sewe dae moet werk, aantoon, en hy moet sodanige tydtafel sonder onderbreking gedurende hierdie tydperk ten toon gestel hou: Met dien verstande dat indien 'n werknemer se werkure week na week nie verander word nie, die woorde "Week wat op begin en tot nadere kennisgewing", oor sy tydtafel geskryf mag word: Voorts met dien verstande dat, wanneer die werkure verander word, 'n nuwe tydtafel opgestel moet word.

9. DIENSSERTIFIKAAT

(1) 'n Werkgewer moet 'n dienssertifikaat in die vorm voorgeskryf in Aanhangsel C gratis aan elkeen van sy gekwalifiseerde of ongekwalifiseerde werknemers gee wanneer hy die werkgewer se diens verlaat. Die werkgewer moet alle sertifikate agtereenvolgens laat nommer, hy moet 'n duplikaatkopie van elke sertifikaat wat hy uitreik, behou, en ook binne twee weke na die beëindiging van die werknemer se diens, 'n kopie van elke sertifikaat aan die Sekretaris van die Raad stuur.

(2) Geen werkgewer mag 'n werknemer in diens neem nie tensy en tot tyd en wyl sodanige werknemer 'n dienssertifikaat voorlê wat ingevolge subklousule (1) van hierdie klousule aan hom uitgereik is, of 'n sertifikaat voorlê wat die Sekretaris van die Raad onderteken het en wat die lengte van sodanige werknemer se ondervinding, indien daar is, aandui. Die Sekretaris van die Raad moet sodanige sertifikaat op versoek uitreik.

10. VERLOF EN SIEKTEVERLOF MET BESOLDIGING

A. Verlof met besoldiging

(1) (a) Elke werkgewer moet aan elke werknemer wat by hom werksaam is, ten opsigte van elke tydperk van 12 maande diens by hom, en hoogstens twee maande na die einde van vermeldde tydperk, afwesigheidsverlof met volle besoldiging toestaan.

(b) Die jaarlikse verloftydperk waarop 'n werknemer geregtig is, is 18 agtereenvolgende werkdade: Met dien verstande dat—

(i) sodanige verloftydperk nie mag saamval nie met 'n tydperk waarin die werknemer militêre diens ingevolge die Verdedigingswet, 1957, verrig of met siekteverlof ingevolge klousule 10 B;

(ii) indien 'n openbare vakansiedag binne sodanige verloftydperk val, sodanige vakansiedag by genoemde tydperk getal moet word as 'n verdere tydperk van afwesigheidsverlof met volle betaling.

(2) Elke werknemer is ten opsigte van alle openbare vakansiedae geregtig op verlof met volle besoldiging, of wanneer hy op 'n openbare vakansiedag werk, of verlof met volle besoldiging op 'n dag wat sodanige vakansiedag vervang, en sodanige verlof wat die vakansiedae vervang loop op en moet by 'n vakansieverloftydperk wat ingevolge subklousule (1) verskuldig is, gevoeg word.

(3) Die werkgewer moet 'n werknemer aan wie verlof ingevolge subklousule (1) toegestaan word, voor of op die laaste werkdag voor die aanvang van genoemde verloftydperk, sy loon ten opsigte van dié tydperk betaal.

(4) Wanneer 'n werknemer se diens beëindig word, moet die werkgewer hom ten opsigte van verlof vir die dienstydsperk by die werkgewer na die datum waarop hy laas op verlof geregtig geword het of in die geval van 'n werknemer wat na die aanvangsdatum van sy diens vir minder as 12 maande by hom werksaam was, op die volgende grondslag betaal: Een en 'n half dae vir elke voltooide maand diens; en sodanige verlofbetaling moet bereken word volgens die besoldiging wat die werknemer onmiddellik voor sodanige beëindiging ontvang het.

(5) Verlof en kennisgewing van diensbeëindiging mag nie saamval nie.

(6) Alle tydperke wat 'n werknemer—

(a) kragtens subklousule (1) met verlof is;

(b) ingevolge die Verdedigingswet, 1957, militêre diens moet verrig;

(c) op las óf op versoek van die werkgewer van sy werk afwesig is;

(d) weens siekte van sy werk afwesig is;

word vir die toepassing van hierdie klousule geag diens te wees: Met dien verstande dat paragraaf (d) nie van toepassing is nie ten opsigte van 'n afwesigheids tydperk van meer as drie agtereenvolgende dae, indien die werknemer in gebrake bly om, wanneer die werkgewer hom om 'n sertifikaat versoek, 'n sertifikaat van 'n mediese praktisyn aan die werkgewer voor te lê waarin gestaaf word dat hy weens siekte verhoed is om sy werk te doen, of 'n sertifikaat voor te lê ten opsigte van daardie gedeelte van 'n totale afwesigheids tydperk gedurende 12 maande diens, wat langer as agt weke is: Voorts met dien verstande dat slegs vier maande van 'n tydperk van militêre diens ingevolge hierdie klousule geag word diens te wees.

(3) Every employer shall before 10h00 on Monday of each week or the next day if the Monday is a public holiday, prepare or cause to be prepared in ink or indelible pencil a time-table in the form prescribed in Annexure B showing the days and hours during which in accordance with clause 7 of this Agreement each of his employees is to work during the succeeding seven days, and shall keep such time-table continuously exhibited during this period: Provided that if the hours of work of an employee are not changed from week to week his time-table may be endorsed "Week commencing . . . and until further notice": Provided further that when the hours of work are changed, a fresh time-table shall be prepared.

9. CERTIFICATE OF SERVICE

(1) An employer shall without charge give a certificate of service in the form prescribed in Annexure C to each of his qualified or unqualified employees at the time he leaves the employer's service. The employer shall cause all certificates to be numbered consecutively, shall keep a duplicate copy of each certificate issued by him, and shall forward a further copy of each certificate to the Secretary of the Council not later than two weeks after the termination of the employee's service.

(2) No employer shall engage any such employee unless and until such employee produces a certificate of service issued to him in terms of subclause (1) of this clause or a certificate signed by the Secretary of the Council indicating the length of such employee's experience, if any. The Secretary of the Council shall on request issue any such certificate.

10. PAID LEAVE AND SICK LEAVE

A. Paid leave

(1) (a) Every employer shall grant to every employee employed by him in respect of each period of 12 months' employment with him, and not later than two months after the termination of the said period, leave of absence on full pay.

(b) The period of annual leave to which an employee is entitled shall be 18 consecutive work-days: Provided that—

(i) the period of such leave shall not be concurrent with any period during which the employee performs military service under the Defence Act, 1957, or sick leave in terms of clause 10 B;

(ii) 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 leave of absence on full pay.

(2) Each employee shall be entitled to leave on full pay on all public holidays, or when he is employed on a public holiday, to leave on full pay on a day in substitution of such holiday; such substituted leave to be cumulative and added to any period of holiday leave due under subclause (1).

(3) The employer shall pay to an employee to whom leave is granted under subclause (1), his pay in respect of the period of leave not later than the last working day before the commencement of the said period.

(4) Upon termination of employment, the employer shall pay to the employee leave pay in respect of the period of employment with the employer after the date on which he last became entitled to leave or in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment, on the following basis: One and one-half days' pay for each completed month of employment; such leave pay to be calculated on the remuneration the employee was receiving immediately before such termination.

(5) Leave and notice of termination of employment shall not run concurrently.

(6) Any period during which an employee—

(a) is on leave in terms of subclause (1);

(b) performs military service in pursuance of the Defence Act, 1957;

(c) is absent from work on the instructions or at the request of the employer;

(d) is absent from work owing to illness;

shall be deemed to the employment for the purposes of this clause: Provided that the provisions of paragraph (d) shall not apply in respect of any period of absence of more than three consecutive days, if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any 12 months of employment, which is in excess of eight weeks: Provided further that four months only of any period of military service shall in terms of this clause be deemed to be employment.

(7) 'n Bedrag wat ingevolge subklousule (3) of subklousule (4) aan 'n werknemer betaal word, word bereken volgens die loon wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig word, of sy diens beëindig word.

(8) Vir die toepassing van hierdie klousule word diens geag te begin—

(a) vanaf die datum waarop die werknemer tot die werkgever se diens toetree het; of

(b) 'n datum een jaar voor die inwerkingtredingsdatum van hierdie Ooreenkoms; of

(c) vanaf die datum waarop 'n werknemer wat ingevolge 'n wet en binne die tydperk wat in paragraaf (b) genoem word, verlof met volle besoldiging toegestaan is, ingevolge dié wet op die verlof geregtig geword het.

(9) Behoudens subklousule (4), mag geen werkgever met 'n werknemer ooreenkom om hom 'n bedrag in plaas van verlof te betaal, of dit aan hom betaal nie.

B. Besoldiging gedurende siekte

'n Werknemer wat van die werk afwesig is weens siekte of 'n ongeluk wat nie deur die werknemer se eie nalatigheid of wan-gedrag veroorsaak is nie, moet ten opsigte van die volgende betaal word:

(a) Gedurende die eerste 18 agtereenvolgende maande diens teen hoogstens een werkdag vir elke voltooidde maand diens;

(b) gedurende 'n daaropvolgende jaar sy volle loon vir 'n tydperk van altesaam hoogstens drie weke in 'n bepaalde jaar gedurende sodanige dienstydperk;

Wanneer 'n werknemer weens siekte of 'n ongeluk vir drie agtereenvolgende dae van sy werk afwesig is, kan die werkgever van die werknemer vereis om ter staving van sodanige siekte of ongeluk 'n mediese sertifikaat voor te lê.

11. DIENSBEÏNDIGING

(1) (a) 'n Werkgever of werknemer wat die dienskontrak wil beëindig, moet minstens twee weke kennis gee in die geval van 'n werknemer wat op 'n maandelikse grondslag werk, of een week kennis in die geval van 'n werknemer wat op 'n weeklikse grondslag werk: Met dien verstande dat 'n werkgever of werknemer die dienskontrak te eniger tyd sonder kennisgewing kan beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer te betaal, of aan die werkgever te betaal of te verbeur, na gelang van die geval—

(i) in die geval van twee weke kennisgewing, minstens dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang.

(b) Sodanige kennis moet gegee word—

(i) in die geval van 'n maandeliks besoldigde werknemer, voor 12h00 op die eerste of 15de dag van 'n maand en geld met ingang van sodanige eerste of 15de dag;

(ii) in die geval van 'n weeklikse besoldigde werknemer, voor 12h00 op die gewone betaaldag van die werknemer en geld met ingang van die dag na sodanige betaaldag.

(c) Hierdie klousule raak nie die werkgever of werknemer se reg om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie, en dit raak ook nie 'n ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n langer kennisgewingstydperk as dié wat in hierdie klousule voorgeskryf word nie.

(2) Die opseggingstyd voorgeskryf in subklousule (1) mag nie saamval nie met, of kennis mag ook nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof of terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, verrig of gedurende enige tydperk van afwesigheid as gevolg van siekte.

(3) Hierdie klousule is nie van toepassing nie in die geval van 'n werknemer wat vir 'n tydperk van hoogstens twee weke op proef in diens geneem is nie. Die voorlegging van 'n kennisgewing aan die Nywerheidsraad dien as bewys van 'n proefindiensname.

12. BESTAANDE KONTRAKTE

Behoudens klousule 4 (3), is 'n dienskontrak wat op die inwerkingtredingsdatum van hierdie Ooreenkoms geld, onderworpe aan die bepalings van die Ooreenkoms.

13. REGISTRASIEBESONDERHEDE

(1) Elke werkgever, wat op die datum waarop hierdie Ooreenkoms van krag word, handel dryf, moet binne 14 dae, indien hy dit nie reeds ingevolge 'n vorige Ooreenkoms wat deur die Raad geadministreer word, gedoen het nie, en elke werkgever wat na daardie datum tot die handel toetree, moet binne 14 dae vanaf die datum waarop hy met die besigheid begin, die registrasiebesonderhede in die vorm voorgeskryf in Aanhangsel D aan die Sekretaris stuur.

(7) Any amount paid to an employee in terms of subclause (3) or subclause (4), shall be calculated at the rate of pay which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated.

(8) For the purposes of this clause, employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) a date one year prior to the date of commencement of this Agreement; or

(c) the date on which an employee who had, in terms of any law and within the period referred to in paragraph (b) been granted leave of absence on full pay, became entitled to such leave in terms of such law.

(9) Subject to the provisions of subclause (4), no employer shall agree with an employee to pay, or pay to him any amount in lieu of leave.

B. Remuneration during sickness

An employee who is absent from work through sickness, or accident not caused by the employee's own neglect or misconduct shall be paid—

(a) during the first 18 consecutive months of employment at a rate of not more than one work-day in respect of each completed month of employment;

(b) during a subsequent or succeeding year his full wage for a period not exceeding an aggregate of three weeks during any one year in such period of employment.

Where an employee absents himself from work through sickness or accident for three consecutive days, the employer may require the employee to produce a medical certificate in proof of such sickness or accident.

11: TERMINATION OF EMPLOYMENT

(1) (a) Not less than two weeks' notice in the case of an employee employed on a monthly basis or one week's notice in the case of an employee employed on a weekly basis, shall be given by the employer or employee to terminate the contract of service: Provided that an employer or employee may at any time terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of notice not less than—

(i) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination.

(b) Such notice shall be given—

(i) in the case of a monthly employee, before 12h00 on the first or 15th day of a month and shall run from such first or 15th day;

(ii) in the case of a weekly employee, before 12h00 on the usual pay-day of the employee and shall run from the day after such pay-day.

(c) This clause shall not affect the employer's or employee's right to terminate the contract of service without notice for any good cause recognised by law as sufficient, nor shall it affect any agreement between an employer and employee which provides for a longer period of notice than that specified in this clause.

(2) The notice prescribed in subclause (1) shall not run concurrently with or be given during an employee's absence on leave, or whilst he is performing military service in terms of Defence Act, 1957 or during any period of absence due to illness.

(3) The provisions of this clause shall not apply in the case of an employee engaged on trial for a period not exceeding two weeks. Proof of an engagement on trial shall be the production of a notification to the Council.

12. EXISTING CONTRACTS

Subject to the provisions of clause 4 (3), any contract of service in operation at the date of commencement of this Agreement shall be subject to the provisions of the Agreement.

13. PARTICULARS FOR REGISTRATION

(1) Every employer in the Trade at the date on which this Agreement comes into operation shall within 14 days, if he has not already done so pursuant to any previous Agreement administered by the Council and every employer entering the trade after that date, shall, within 14 days from the date he commences business, forward to the Secretary particulars for registration in the form prescribed in Annexure D.

(2) Die Sekretaris moet 'n register van werkgewers (met inbegrip van vennootskappe en maatskappye met beperkte aanspreeklikheid) en van hul werknemers byhou.

(3) Elke werkgewer moet binne 14 dae nadat hy 'n werknemer in diens geneem het, aan die Sekretaris 'n staat in die vorm voorgeskryf in Aanhangsel E ten opsigte van elke nuwe werknemer stuur, en hy moet ook die sekretaris binne 14 dae in die vorm voorgeskryf in Aanhangsel F in kennis stel van enige verandering in die lone wat aan 'n werknemer betaal word.

14. FONDSE VAN DIE RAAD

Die Fondse van die Raad moet op die volgende wyse verkry word:

(a) (i) Elke werkgewer in die Handel moet ten opsigte van elke besigheid wat hy besit of dryf waarin genoemde handel gedryf word, die Raad die bedrag van R6 betaal, wat op 1 Januarie van elke jaar verskuldig word.

(ii) Elke werkgewer wat na die datum waarop hierdie Ooreenkoms van krag word, tot die Handel toetree, moet ten opsigte van elke besigheid wat hy besit of dryf waarin genoemde handel gedryf word, aan die Raad 'n pro rata-gedeelte van die onverstrekte gedeelte van die jaar betaal, en daarna R6 elke 12 maande.

(iii) Die fooie waarvan daar in hierdie klousule melding gemaak word, moet binne twee weke na die datum waarop dit verskuldig word, betaal word. Besigheid wat dieselfde werkgewer in 'n Nie-Blankewinkel, Nie-Blanke-eethuis en/of Nie-Blankeslagtery dryf, wat op dieselfde of aanliggende standplase geleë is, word vir die toepassing van hierdie subklousule geag slegs een besigheid te wees.

(b) Die werkgewer moet ten opsigte van elke R1, of gedeelte daarvan, van die maandloon wat aan 'n werknemer, verskuldig is (voordat bedrae wat kragtens hierdie Ooreenkoms afgetrek mag word, afgetrek word), 1/3c aftrek, en die werkgewer moet by die totale bedrag wat aldus afgetrek word, 'n bedrag voeg wat daaraan gelyk is, en die totale bedrag maandeliks voor of op die 10de dag van elke maand, aan die Sekretaris, Posbus 5347, Johannesburg, 2000, stuur of dit aan 'n ander persoon betaal wat behoorlik deur die Raad gemagtig is om sodanige betaling te ontvang. In die geval van 'n werknemer wat weekliks betaal word, is die bedrag waarop die fooi gegrond word vier en een-derde maal die weekloon.

15. ADMINISTRASIE VAN OOREENKOMS

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

16. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, mag die Raad om 'n afdoende rede vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling geld: Met die verstande dat die Raad, indien hy dit goedvind, nadat een week skriftelike kennis aan die betrokke persoon gegee is, 'n vrystellingstifikaat kan intrek afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris moet aan elke persoon aan wie vrystelling verleen word, 'n stifikaat ooreenkomstig artikel 51 (3) van die Wet uitreik, waarin die volgende gemeld word:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms ten opsigte waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word;
- (d) die tydperk wat die vrystelling geldig is.

(4) Die Sekretaris moet—

- (a) alle stifikate agtereenvolgens nommer;
- (b) 'n kopie van elke stifikaat wat uitgereik word, bewaar; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die stifikaat aan die betrokke werkgewer stuur.

17. WERKNEMERVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan enigeen van sy werknemers wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die Raad na te kom.

18. VIKTIMISASIE

Die aandag word gevestig op artikel 66 van die Wet waarin die ontslag van 'n werknemer om die redes wat daarin gemeld word, verbied word.

19. VERTONING VAN KENNISGEWINGS

Elke werkgewer moet in 'n opvallende plek op sy perseel die kennisgewing wat ingevolge artikel 58 van die Wet opgeplak moet word, en 'n kopie van hierdie Ooreenkoms vertoon.

(2) The Secretary shall maintain a register of employers (including partnership and limited companies) and of their employees.

(3) Each employer shall forward to the Secretary a return in the form prescribed in Annexure E of every new employee within 14 days of engagement of such employee, and shall also notify the Secretary in the form prescribed in Annexure F of any changes in the wages paid to any employee within 14 days.

14. COUNCIL FUNDS

The Funds of the Council shall be provided in the following manner:

(a) (i) Every employer in the Trade shall in respect of each business he owns or conducts in the said Trade pay to the Council the sum of R6, which shall fall due on 1 January of each year.

(ii) Every employer who enters the Trade after the date of coming into operation of this Agreement shall in respect of each business he owns or conducts in the said Trade pay to the Council a pro rata portion of the unexpired portion of the year and thereafter R6 every 12 months.

(iii) The fees referred to in this clause shall be payable within two weeks of the date they become due. For the purposes of this subclause, business carried on by the same employer in a Non-White shop, a Non-White eating-house and/or Non-White butcher's shop, situated on the same or adjoining stands shall be deemed to be one business only.

(b) One and one-half cents for every R1 or part thereof of the monthly wage due to an employee (before any deductions permissible under this Agreement are made) shall be deducted by the employer. To the aggregate of the amount so deducted the employer shall add an equal amount and forward the total sum monthly but not later than the 10th day of each month to the Secretary at P.O. Box 5347, Johannesburg, 2000, or pay to any other person duly authorised by the Council to receive such payment. In the case of a weekly paid employee, the amount upon which the fee shall be based shall be four and one-third times the weekly wage.

15. 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 its provisions for the guidance of employers and employees.

16. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix in respect of any person granted exemption the conditions subject to which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned withdraw any licence of exemption whether or not the period for which the exemption was granted has expired.

(3) The Secretary shall issue to every person granted exemption a licence in terms of section 51 (3) of the Act, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period the exemption shall operate.

(4) The Secretary shall—

- (a) number consecutive all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted to an employee forward a copy of the licence to the employer concerned.

17. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL

Every employer shall grant to any of his employees who is a representative on the Council every reasonable facility to attend to his duties in connection with the Council.

18. VICTIMISATION

Attention is drawn to the provisions of section 66 of the Act, which forbids the dismissal of an employee for the reasons stated therein.

19. NOTICES TO BE EXHIBITED

Every employer shall exhibit in some conspicuous place upon his premises the notices required to be posted by an employer in terms of section 58 of the Act, and a copy of this Agreement.

20. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) (a) Geen werkgewer wat lid is van 'n werkgewersorganisasie mag 'n werknemer wat nie lid van die vakvereniging is, in diens neem nie en geen lid van die vakvereniging mag vir 'n werkgewer werk wat nie lid van een van die werkgewersorganisasies is nie.

(b) Voorlegging van 'n geldelike bydraekwintansie ooreenkoms-tig die konstitusie van onderskeidelik die vakvereniging of werkgewersorganisasies, dien as bewys van lidmaatskap van die vakvereniging of een van die werkgewersorganisasies.

(c) Hierdie subklousule is nie van toepassing nie waar lidmaatskap van 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder 'n grondige rede geweier is, of waar 'n lid van 'n party by die Ooreenkoms, na die mening van die Raad, onredelikerwys uitgesit is, en die betrokke applikant of lid dit binne 14 dae by die Raad aangemeld het.

(2) Elke werkgewer moet van die loon van elke lid van die vakvereniging wat by hom werk, die maandelikse bydrae wat aan die vakvereniging verskuldig is, aftrek, en die totale bedrag voor of op die 10de dag van elke maand aan die Hoofsekretaris van The Concession Stores and Allied Trades Assistants' Union, Posbus 5347, Johannesburg, 2000, stuur.

(3) Die bepalings van hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binne gekom het: Met dien verstande dat, indien 'n immigrant te eniger tyd na die eerste drie maande nadat hy in die Handel begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

21. ORGANISASIE VAN WERKNEMERS

Elke werkgewer moet 'n persoon of persone wat deur die vakvereniging aangewys en deur die Raad skriftelik daartoe gemagtig word, toelaat om van tyd tot tyd sy Nie-Blankewinkel of -eethuis buite die werknemers se gewone werkure of gedurende die etenstyd binne te gaan ten einde—

- (a) oor vakverenigingsaangeleenthede met werknemers onderhoude te voer;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik word, op te plak en te versprei;
- (d) bydraes van lede in te vorder; of
- (e) ander vakverenigingsake te doen.

22. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help om hierdie Ooreenkoms toe te pas, en dit is die plig van elke werkgewer en werknemer om sodanige agent of agente toe te laat om dié navrae te doen en dié boeke en dokumente te ondersoek wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word.

23. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werknemer mag enigiemand onder die ouderdom van 15 jaar in diens neem nie.

24. KLANTE LOK VERBODE

Geen werkgewer mag klante lok of van 'n werknemer vereis of hom toelaat om klante te lok nie.

25. BYHOU VAN REGISTERS

Registers wat betrekking het op besoldiging wat betaal moet word, tyd wat gewerk moet word of dié ander besonderhede wat ingevolge en ooreenkoms-tig artikel 57 van die Wet op Nywerheidsversoenning, 1956, en Aanhangsel G hiervan gehou moet word, moet daagliks deur die werkgewer op 'n leesbare wyse met ink bygehou word, en gemelde registers moet, wanneer 'n agent van die Raad daarom versoek, vir ondersoek voorgelê word. Sodanige registers moet vir 'n tydperk van drie jaar na die gebeurtenisse wat daarin opgeteken is, gehou word, en moet in daardie tydperk te eniger tyd ter insae beskikbaar wees.

26. ULTRA VIRES

Indien enige bepaling van hierdie Ooreenkoms deur 'n bevoegde Hof *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke tydperk van die Ooreenkoms.

Namens die partye op hede die 28ste dag van November 1977 in Johannesburg onderteken.

J. MYBURGH, Voorsitter van die Raad.

M. COPANS, Ondervoorsitter van die Raad.

R. HANDEL, Sekretaris van die Raad.

20. EMPLOYMENT OF TRADE UNION LABOUR

(1) (a) No employer who is a member of an employer's organisation shall employ any employee who is not a member of the trade union, and no member of the trade union shall work for an employer who is not a member of one of the employers' organisations.

(b) Proof of membership of the trade union or one of the employers' organisations shall be the production of a receipt for the subscription current in accordance with the constitution of the trade union or employers' organisations respectively.

(c) This subclause shall not apply where membership of a party to this Agreement is in the opinion of the Council refused without good reason or where a member of a party to the Agreement has in the opinion of the Council been unreasonably expelled and the applicant or member concerned has reported to the Council within 14 days.

(2) Every employer shall deduct from the wages of each member of the union in his employ the monthly subscription due to the union and shall forward the total amount to the General Secretary of The Concession Stores and Allied Trades Assistants' Union, P.O. Box 5347, Johannesburg, 2000, by the 10th day of each month.

(3) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Trade refused invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

21. ORGANISATION OF EMPLOYEES

Every employer shall permit any person or persons nominated by the trade union and authorised by the Council, in writing, to enter from time to time his Non-White shop or eating-house outside the employees' ordinary working hours or during the lunch hours for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) posting and distributing notices issued by the union;
- (d) collecting members' contributions; or
- (e) carrying out other trade union business.

22. AGENTS

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement and it shall be the duty of every employer and employee to permit such agent or agents to institute such enquiries and examine such books and documents as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

23. PERSONS UNDER THE AGE OF 15 YEARS

No employer shall employ any person under the age of 15 years.

24. TOUTING PROHIBITED

No employer shall tout or require or permit any employee to engage in touting.

25. KEEPING OF RECORDS

Records which relate to remuneration to be paid, time to be worked or such other particulars which are required to be kept in terms of and in accordance with section 57 of the Industrial Conciliation Act, 1956, and Annexure G hereof shall be kept written up by the employer daily in a legible manner in ink and the said records shall be produced for inspection on demand by an agent of the Council. Such records shall be retained for a period of three years subsequent to the occurrence of the events recorded and must be available for inspection at any time within that period.

26. ULTRA VIRES

Should any provision of this Agreement be declared *ultra vires* by any competent Court of Law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of the Agreement.

Signed at Johannesburg on behalf of the parties this 28th day of November 1977.

J. MYBURGH, Chairman of the Council.

M. COPANS, Vice-Chairman of the Council.

R. HANDEL, Secretary of the Council.

BYWONINGSREGISTER
AANHANGSEL A

Inskrywings wat deur werknemers gemaak moet word										Opmerkings (as daar is)		
Jaar..... Maand..... dag van week en datum	Handtekening	Begintyd van werk	Etensure				Ophoutyd van werk	Totale getal ure gewerk		Werknemer	Werkgewer Redes vir werknemer se afwesigheid	Agent
			Vanaf	Tot	Vanaf	Tot		Elke dag	Elke week			
1. Maandag.....												
2. Dinsdag.....												
3. Woensdag.....												
4. Donderdag.....												
5. Vrydag.....												
6. Saterdag.....												
7. Sondag.....												
Ens.....												

ATTENDANCE REGISTER
ANNEXURE A

Entries to be made by employees										Remarks (if any)		
Year..... Month..... day of week and date	Signature	Time of commencing work	Meal hours				Time of finishing work	Total number of hours worked		Employee	Employer Reasons for employee's absence	Agent
			Off	On	Off	On		Each day	Each week			
1. Monday.....												
2. Tuesday.....												
3. Wednesday.....												
4. Thursday.....												
5. Friday.....												
6. Saturday.....												
7. Sunday.....												
Etc.....												

AANHANGSEL B

Tydtafel vir week wat begin op.....
*(en tot nader kennisgewing)

Naam van werknemer.....

Dag	Begintyd van werk	Pouse		Ophoutyd van werk
		Vanaf	Tot	
Maandag.....				
Dinsdag.....				
Woensdag.....				
Donderdag.....				
Vrydag.....				
Saterdag.....				
Sondag.....				

* Sien voorbehoud van klousule 8 (3) van Ooreenkoms.

AANHANGSEL C

NYWERHEIDSRAAD VIR NIE-BLANKE HANDEL

Werkgewer se vervolgnommer.....

DIENSSERTIFIKAAT

[Uitgereik ingevolge klousule 9 (1) van die Ooreenkoms vir die Nie-Blanke Handel]

A.—Besonderhede van werkgewer

1. Handelsnaam.....
2. Besigheidsadres.....

B.—Besonderhede van werknemer

3. Naam (voluit).....
4. Private adres.....
5. Ouderdom.....
6. Hoedanigheid waarin in diens.....
7. Minimum loon betaalbaar ingevolge Ooreenkoms (sien klousule 4)..... R..... per.....
(week of maand)
8. Werklike loon wat betaal word op datum van ontslag..... R..... per.....
(week of maand)

ANNEXURE B

Time-table for week commencing.....
*(and until further notice)

Name of employee.....

Day	Time of commencing work	Interval		Time of finishing work
		Off duty	On duty	
Monday.....				
Tuesday.....				
Wednesday.....				
Thursday.....				
Friday.....				
Saturday.....				
Sunday.....				

* See proviso to clause 8 (3) of Agreement.

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE NON-WHITE TRADE

Employer's consecutive No.....

CERTIFICATE OF SERVICE

[Issued in terms of clause 9 (1) of the Agreement for the Non-White Trade]

A.—Particulars of employer

1. Trading name.....
2. Business address.....

B.—Particulars of employee

3. Name (in full).....
4. Private address.....
5. Age.....
6. Capacity in which employed.....
7. Minimum wage payable in terms of Agreement (see clause 4)..... R..... per.....
(week or month)
8. Actual wage being paid in cash at date of discharge..... R..... per.....
(week or month)

9. Waarde van kos verskaf (indien verskaf) (sien Ooreenkoms, klousule 5)..... R.....per.....
(week of maand)
10. Waarde van inwoning verskaf (indien verskaf) (sien Ooreenkoms, klousule 5) R.....per.....
(week of maand)
11. Bedrag van totale besoldiging (loon, kos en/of inwoning)..... R.....per.....
(week of maand)
12. Datum waarop diens aanvaar is.....
13. Datum waarop diens beëindig is.....

Handtekening van werkgewer

Datum van uitreiking.....

- (a) *Oorspronklike*.—Moet aan werknemer oorhandig word wanneer hy uit werkgewer se diens tree.
- (b) *Duplikaat*.—Moet deur werkgewer behou word.
- (c) *Kopie*.—Moet aan die Sekretaris, Posbus 5347, Johannesburg, gestuur word.

AANHANGSEL D

REGISTRASIE IN DIE NIE-BLANKE HANDEL

(As hierdie vorm deur enige ander persoon as die ondertekenaar ingevul word, moet die handtekening deur 'n getuie onderteken word)

Die Sekretaris
Nywerheidsraad vir Nie-Blanke Handel
Posbus 5347
Johannesburg, 2000

Meneer,

Ooreenkomstig klousule 13 van die Raad se Ooreenkoms, word onderstaande besonderhede vir registrasie by die Raad ingedien.
Handtekening..... Datum.....
Getuie by handtekening.....

Besonderhede van werknemer

- Handelsnaam van besigheid.....
- Besigheidsadres soos in lisensie aangegee.....
- Posadres.....
- Telefoon..... Telefonsentrale..... Nommer.....
- Meld of handel gedrywe word onder Algemene Handelaars-en/of Eethuislisensie.....
- Datum van aanvang van handel met Nie-Blankes by bostaande adres.....
- Naam van werkgewersorganisasie waarvan werkgewer lid is.....
- Volle naam/name en private adres/se van afsonderlike eienaar, vennote, of (ingeval van 'n maatskappy) die direkteure, sekretaris en bestuurder.....
- Naam/name van werkgewer/s wat 'n aktiewe aandeel in die besigheid neem.....
- Adres/se van takbesigheid/-hede wat onder dieselfde besigheidstitel handel dryf.....
- Sluit die algemene handelaars-besigheid Woensdag- of Saterdagmiddag?.....

Opmerking.—'N AFSONDERLIKE REGISTRASIE-OPGAWE WORD VEREIS BETREFFENDE ELKE BESIGHEID OF TAK-BESIGHEID WAARVOOR 'N AFSONDERLIKE HANDELS-LISENSIE UITGEREIK IS.

AANHANGSEL E

OPGAWE VAN INDIENSNEEMING VAN NUWE WERKNEMER

[Ingedien ingevolge subklousule (3) van klousule 13 van die Ooreenkoms vir die Nie-Blanke Handel]

Die aandaag word veral gevestig op klousule 20

A.—Besonderhede van werkgewer

- Handelsnaam.....
- Besigheidsadres.....
- Werkgewersvereniging (indien daar is).....

B.—Besonderhede van werknemer in diens

- Datum van indiensneming.....
- Naam voluit.....
- Private adres (indien daar is).....
- Is werknemer 'n lid van die Concession Stores and Allied Trades Assistants' Union? (Sien Ooreenkoms, klousule 20).....

- Value of board provided, if any (see Agreement, clause 5)..... R.....per.....
(week or month)
- Value of lodging provided, if any (see Agreement, clause 5)..... R.....per.....
(week or month)
- Amount of total remuneration (wages, board and/or lodging)..... R.....per.....
(week or month)
- Date services commenced.....
- Date services terminated.....

Signature of employer

Date of issue.....

(a) *Original*.—To be handed to employee at the time he leaves employer's service.

(b) *Duplicate*.—To be retained by employer.

(c) *Copy*.—To be forwarded to the Secretary, P.O. Box 5347, Johannesburg.

ANNEXURE D

REGISTRATION IN THE NON-WHITE TRADE

(If this form is completed by any person other than the signatory, the signature should be witnessed)

To the Secretary
Industrial Council for the Non-White Trade
Post Office Box 5347
Johannesburg, 2000

Sir,

In accordance with clause 13 of the Council's Agreement, the following particulars are submitted for registration with the Council.

Signature..... Date.....
Witness to signature.....

Particulars of employer

- Trade name of business.....
- Business address as stated in licence.....
- Postal address.....
- Telephone..... Exchange..... No.....
- State whether trading under General Dealer and/or Eating-house Licence.....
- Date of commencement in the Non-White trade at above address.....
- Name of Employers' Association of which a member.....
- Full name/s and private address/es of individual owner, partner, or (in the case of a company) the directors, secretary and manager.....
- Name/s of employer/s actively engaged in the business.....
- Address/es of branch business/es trading under the same business title.....
- Does the general dealer's business close on Wednesday or Saturday afternoon?.....

Note.—A SEPARATE REGISTRATION RETURN IS REQUIRED IN RESPECT OF EACH BUSINESS OR BRANCH BUSINESS FOR WHICH A SEPARATE TRADING LICENCE HAS BEEN ISSUED.

ANNEXURE E

RETURN OF ENGAGEMENT OF NEW EMPLOYEE

[Submitted in terms of subclause (3) of clause 13 of the Agreement for the Non-White Trade]

Particular attention is directed to clause 20

A.—Particulars of employer

- Trading name.....
- Business address.....
- Employers' Association (if any).....

B.—Particulars of employee engaged

- Date of engagement.....
- Name in full.....
- Private address (if any).....
- Is employee a member of the Concession Stores and Allied Trades Assistants' Union (See Agreement, clause 20).....

8. Ondervinding op datum van indiensneming (sien Ooreenkoms, klousule 3, woordomsrywings, "ondervinding").....jaar.....maande.
9. Ouderdom op datum van indiensneming.....
10. Sal werknemer in winkel of eethuis of in albei werk?.....
11. Is werknemer op weeklikse of maandelikse grondslag in diens? (sien Ooreenkoms, klousule 11).....
12. Naam van vorige werkgewer in die Nie-Blanke Handel (indien daar is).....
13. Nommer en datum van dienssertifikaat voorgelê (sien Ooreenkoms klousule 9) No.....Datum.....
14. Loonbedrag wat in kontant betaal moet word (sien Ooreenkoms klousule 4) R.....per.....(week of maand)
15. Word kos verskaf?.....
16. Word inwoning verskaf? (sien Ooreenkoms, klousule 5).....
17. Is aansoek om vrystelling vir verminderde lone gedoen? (sien Ooreenkoms, klousule 16).....

Handtekening van werkgewer

Datum.....

Die Sekretaris
Nywerheidsraad vir Nie-Blanke Handel
Posbus 5347
Johannesburg, 2000

AANHANGSEL F

NYWERHEIDSRaad VIR NIE-BLANKE HANDEL
KENNISGEWING VAN VERANDERING VAN LOON

Naam van werkgewer.....

Drywe handel as.....

Besigheidsadres.....

Eethuis of winkel?.....

Naam van werkgewersvereniging.....

Werknemer

Naam voluit.....

Beroep.....

Is hy lid van die vakvereniging?.....

Ondervinding op datum van verandering van loon.....jaar.....maande.

Vorige loon betaal in kontant R.....per.....

Hersiene loon betaal in kontant R.....per.....

Meld of kos en/of inwoning benewens kontantloon verskaf word.....

Datum van verandering.....

Handtekening van werkgewer

Datum.....

8. Experience at date of engagement (see Agreement, clause 3, Definitions, "experience").....years.....months.
9. Age at date of engagement.....
10. Will employee work in shop or eating-house, or both?.....
11. Is employee engaged on weekly or monthly basis? (See Agreement, clause 11).....
12. Name of last employer in the Non-White Trade (if any).....
13. Number and date of Certificate of Service produced (see Agreement, clause 9) No.....Date.....
14. Amount of wages to be paid in cash (see Agreement, clause 4) R.....per.....(week or month)
15. Is board provided?.....
16. Is lodging provided? (See Agreement, clause 5).....
17. Has exemption for reduced wages been applied for? (See Agreement, clause 16).....

Signature of employer

Date.....

To the Secretary
The Industrial Council for the Non-White Trade
P.O. Box 5347
Johannesburg, 2000

ANNEXURE F

THE INDUSTRIAL COUNCIL FOR THE NON-WHITE TRADE
NOTICE FOR CHANGE IN WAGES

Name of employer.....

Trading as.....

Business address.....

Eating-house or shop?.....

Name of employers' association.....

Employee

Full name.....

Occupation.....

Is he a member of the trade union?.....

Experience at date of change in wages.....years.....months.

Previous wage paid in cash R.....per.....

Revised wage paid in cash R.....per.....

State whether board and/or lodging is provided in addition to cash wage.....

Date of change.....

Signature of employer

Date.....

AANHANGSEL G

BESONDERHEDE VAN WERKNEMERS
A.—BLANKES, ASIATE EN NIE-PASDRAENDE NIE-BLANKES

Name voluit (In blokletters asseblief)	Ras	Beroep (meld of winkelasistent eethuisassistent of slagter)	Geboortejaar	Datum van aanvang van werk in Nie-Blanke Handel	Onder- vinding op huidige datum		As kos en/of inwoning verskaf word, gee besonderhede						Bedrag van lone in kontant betaal	Meld of lone weekliks of maandeliks betaal word	Is werknemer lid van die Vak- vereniging?	Datum van indiensneming deur huidige werkgewer	Slegs vir gebruik van Raad		
							Kos		Inwoning								Bedrag onderworpe aan aanslag	Maandelikse aanslag	Angeteken
							Koste- loos ver- skaf	Bereken teen		Koste- loos ver- skaf	Bereken teen								
								Per maand	Per week		Per maand	Per week							
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			

B.—PASDRAENDE NIE-BLANKES

1. Getal ongeskoolde arbeiders.....
2. Getal algemene werknemers.....
3. Getal gekwalifiseerde of ongekwalifiseerde werknemers, d.w.s. verkopers (besonderhede moet by A ingesluit word).....
4. Getal werknemers nie in items 1, 2 en 3 ingesluit nie.....

Opmerkings.—Die gemagtigde aftrekkings vir kos en/of inwoning word in klousule 5 van die Raad se Ooreenkoms aangetoon.

ANNEXURE G

PARTICULARS OF EMPLOYEES

A.—EUROPEAN, ASIATIC AND NON-PASS-BEARING NON-WHITES

Names in full (In block letters, please)	Race	Occupation (state whether shop assistant, eating-house assistant or butcher)	Year of birth	Date of starting work in the Non-White Trade	Experience at the present date		If board and/or lodging is provided, state particulars						Amount of wages paid in cash	State whether wages paid monthly or weekly	Is employee a member of the Trade Union?	Date of engagement by present employer	For Council use		
							Board			Lodging							Amount liable for assessment	Monthly assessment	Recorded
					Year	Month	Pro-vided free of charge	Charged for at rate of		Pro-vided free of charge	Charged for at rate of								
								Per month	Per-week		Per month	Per week							
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			

B.—PASS-BEARING NON-WHITES

1. Number of unskilled labourers.....
2. Number of general employees.....
3. Number of qualified or unqualified employees, i.e. salesmen (particulars to be included under A).....
4. Number of employees not included in items 1, 2 and 3.....

Note.—The authorised deductions for Board and/or Lodging are shown in clause 5 of the Council's Agreement.

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