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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linkerbohoek met 'n ✱ gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a ✱ in the left-hand upper corner.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

✱ No. 2082.] [10 Augustus 1951.

NYWERHEID-VERSOENINGSWET, 1937.

HANDEL MET NATURELLE, WITWATERSRAND EN HEIDELBERG.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Handel met Naturelle, Witwatersrand en Heidelberg, vanaf die 15de dag van Augustus 1951 en vir die tydperk wat eindig op die 14de dag van Augustus 1953 bindend is op die werkgewersorganisasies en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasies of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19 en 23 tot en met 25 van genoemde Ooreenkoms vanaf die 15de dag van Augustus 1951 en vir die tydperk wat eindig op die 14de dag van Augustus 1953 bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg (Transvaal) en daardie deel van die magistraatsdistrik Randfontein wat voor die bekendmaking van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het; en

(*c*) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 13, 15, 16, 18, 19 en 23 tot en met 25 van genoemde Ooreenkoms vanaf die 15de dag van Augustus 1951 en vir die tydperk wat eindig op die 14de dag van Augustus 1953 in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni,

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

✱ No. 2082.] [10 August 1951.

INDUSTRIAL CONCILIATION ACT, 1937.

NATIVE TRADE, WITWATERSRAND AND HEIDELBERG.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Native Trade, Witwatersrand and Heidelberg, shall be binding from the 15th day of August, 1951, and for the period ending the 14th day of August, 1953, upon the employers' organisations and trade union which entered into the said Agreement and upon the employers and employees who are members of those organisations or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) and 23 to 25 (inclusive) of the said Agreement shall be binding from the 15th day of August, 1951, and for the period ending the 14th day of August, 1953, upon the other employers and employees engaged or employed in the said trade in the Magisteral Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg (Transvaal), and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of 5th December, 1947, fell within the Magisterial District of Krugersdorp; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg (Transvaal), and that portion of the Magisterial District of Randfontein

Brakpan, Springs, Nigel, Heidelberg (Transvaal) en daardie deel van die magistraatdistrik Randfontein wat voor die bekendmaking van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordomskrywing van die uitdrukking „werknemer", vervat in artikel *een* van genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE NATURELLEHANDEL (WITWATERSRAND EN HEIDELBERG).

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit en aangegaan deur

(*a*) die „Retail Traders' Association for the Native Trade (Witwatersrand and Heidelberg)",
(*b*) die „Reef Native Trade Employers' Association",

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

(*c*) die „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 die Naturellehandel (Witwatersrand and Heidelberg).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrike Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg en daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546, van 5 Desember 1947, binne die magistraatdistrik Krugersdorp geleë was, nagekom word deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en die vakvereniging is.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid vasgestel word kragtens artikel *agt-en-veertig* van die Wet en bly van krag vir 'n termyn van twee jaar, of vir 'n termyn wat deur hom bepaal word.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, het dieselfde betekenis as in die Wet en by verwysing na 'n wet of ordonnansie, is ook alle wysigings van sodanige wet of ordonnansie inbegrepe; voorts, tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in en tensy strydig met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„fietswielsteller en/of inmekaarsitter", 'n werknemer wat fietswiele regstel deur die nodige verstellings te doen sodat die wiel reg loop en/of die onderdele van 'n fiets of driewieler, d.w.s. die wiele (met inbegrip van die opbou), voorvurk, ketting, kettingwiele, stuur, trappers en saalpen aan die raam heg ten einde sodanige fiets of driewieler volledig inmekaar te sit;

„kontantloon", die loon wat deur 'n werknemer verdien word min kortings (indien enige) wat ingevolge artikel 5 (4) (*d*) afgetrek word vir kos en/of huisvesting (met inbegrip van was- en strykdienste) wat verskaf word;

„Raad" die „Industrial Council for the Native Trade (Witwatersrand and Heidelberg)" wat geregistreer is kragtens artikel *twee* van die Nijverheid Verzoeningswet, 1924, en beskou word as geregistreer te wees ingevolge artikel *negentien* van die Wet;

„motorvoertuigbestuurder", 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig of stoomwa bestuur wat gebruik word vir die vervoer van goedere, behalwe 'n handelsreisiger se monsters;

„inrigting", enige perseel waar die naturellehandel uitgeoefen word;

„ervaring", die totale duur van alle tydperke van diens van 'n werknemer as 'n gekwalifiseerde of ongekwalifiseerde werknemer in die naturellehandel sowel voor as na publikasie van die Ooreenkoms;

„algemene werknemer", 'n werknemer wat een of meer van die ondergenoemde werksaamhede verrig:—

(*a*) Goedere vir voorraad verpak en afweeg;
(*b*) boodskappe ontvang;
(*c*) vertolk;
(*d*) kook of by tafels bedien;

which prior to the publication of Government Notice No. 2546 of 5th December, 1947, fell within the Magisterial District of Krugersdorp, and from the 15th day of August, 1951, and for the period ending the 14th day of August, 1953, the provisions contained in clauses 3 to 13 (inclusive), 15, 16, 18, 19 and 23 to 25 (inclusive) of the said Agreement, shall *mutatis mutandis* apply in respect of such persons engaged in the said trade as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

P. O. SAUER,
Acting Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE NATIVE TRADE (WITWATERSRAND AND HEIDELBERG).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between—

(*a*) The Retail Traders' Association for the Native Trade (Witwatersrand and Heidelberg);
(*b*) The Reef Native Trade Employers' Association;

(hereinafter referred to as "the employers" or "employers' organizations"), 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 the parties to the Industrial Council for the Native Trade, (Witwatersrand and Heidelberg).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, by all employers and employees who are members of the employers' organizations and the trade union.

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 *forty-eight* of the Act, and shall remain in force for a period of two 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, 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, 1937;

"bicycle wheel truer and/or assembler" means an employee who is engaged in truing up bicycle wheels by making the necessary adjustments so that the wheel is true and/or fitting the component parts of a bicycle or tricycle, i.e., the wheels (including the building up), fork, chain, chain wheels, handlebar, pedals and seat pillar into the frame in order to completely assemble such bicycle or tricycle;

"cash wage" means the wage earned by an employee less deductions (if any) made in terms of section 5 (4) (*d*) in respect of board and/or lodging (including laundry services) supplied;

"Council" means the Industrial Council for the Native Trade (Witwatersrand and Heidelberg), registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of section *nineteen* of the Act;

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

"establishment" means any premises upon which the native trade is carried on;

"experience" means the total length of all periods of employment which an employee has had as a qualified or unqualified employee in the native trade both prior to and subsequent to the publication of the Agreement;

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

(*a*) Packking and weighing up goods for stock;
(*b*) receiving messages;
(*c*) interpreting;
(*d*) cooking or waiting at tables;

„naturellehandel", die handel wat uitgeoefen word—

(*a*) in naturellewinkels (met inbegrip van naturelleslaghuise) soos bepaal in klousule *twee* van die Winkelwerkure-Ordonnansie van 1923 (Transvaal);

(*b*) in eethuise ten opsigte waarvan die lisensiegeld wat voorgeskryf word in item 9 van Deel 1 van die tweede Bylae van die Licenties Konsolidatie Wet, 1925, betaalbaar is;

(*c*) in winkels en/of eethuise wat geleë is op standplekke wat kragtens die bepalings van die Edele en Onedele Metalen Wet, No. 35 van 1908 (Transvaal), en vorige goudwette vir besigheidsdoeleindes toegestaan is; en

(*d*) in winkels en/of eethuise wat geleë is op handelstandplekke of handelspersele soos bepaal in die Handel op Mijngronden Regelings Wet, No. 13 van 1910 (Transvaal);

„gekwalifiseerde werknemer", 'n werknemer wat klante bedien en vyf of meer jaar ervaring in die naturellehandel het;

„sekretaris", die Sekretaris van die Raad;

„klante lok", klante werf of soek, of die uitoefening van die handel deur 'n werkgewer of sy werknemer buite die grense van sy gelisensieerde persele en sluit die vervoer van klante na of van die gelisensieerde persele met enige voertuig of vervoermiddel in, of dit die eiendom van die werkgewer of van 'n derde party is;

„ongekwalifiseerde werknemer", 'n werknemer wat klante help en/of bedien en minder as vyf jaar ervaring in die naturellehandel het;

„ongeskoolde arbeider", 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van ondergenoemde werksaamhede verrig:—

(*a*) Persele, voertuie, diere, gerei, masjinerie, werktuie, gereedskap of ander artikels skoonmaak;
(*b*) voertuie laai of aflaai;
(*c*) goedere dra, verplaas, stapel of uitpak;
(*d*) pakkette sorteer; pakkette toedraai;
(*e*) bottels of ander houers vir voorraad vul;
(*f*) gedrukte of geadresseerde etikette aan bottels, kiste, bale of ander pakkette heg; kiste, bale of ander pakkette sjabloneer en/of merk;
(*g*) deure, kiste, bale of ander pakkette oop- of toemaak;
(*h*) vuurmaak, of vure aan die brand hou, of vuilgoed of as verwyder;
(*i*) briewe, boodskappe of goedere te voet of per fiets, driewieler of handvoertuig aflewer of vervoer;
(*j*) in die geval van k.b.a.-verkope die kontant invorder, of skriftelike bestellings aanneem;
(*k*) op bestelwaens of voertuie help;
(*l*) diere versorg, in- of uitspan;
(*m*) voertuie, behalwe motorvoertuie, olie of smeer;
(*n*) tee of soortgelyke dranke maak;

en sluit 'n fietswielstellers- en/of inmekaarsittershelper in;

„week", 'n tydperk van sewe dae wat op Sondag om middernag begin.

4. LONE EN LEWENSKOSTETOELAE.

(1) Geen lone teen laer skale as onderstaande maandelikse of na gelang van die geval, weeklikse skale, mag deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie:—

	Per maand. £ s. d.	*Per week.* £ s. d.
Ongekwalifiseerde werknemer—		
(*a*) gedurende die eerste jaar ervaring....	14 0 0	3 4 7
(*b*) gedurende die tweede jaar ervaring...	17 10 0	4 0 9
(*c*) gedurende die derde jaar ervaring....	21 0 0	4 16 11
(*d*) gedurende die vierde jaar ervaring....	24 10 0	5 13 1
(*e*) gedurende die vyfde jaar ervaring....	28 0 0	6 9 3
Gekwalifiseerde werknemer.....	32 10 0	7 10 0
Bestuurder van 'n motorvoertuig wat 'n voertuig, behalwe 'n stoomwa, bestuur van 'n gewig sonder vrag tesame met 'n sleepwa of sleepwaens van 'n gewig sonder vrag wat aan daardie voertuig vas is of daardeur getrek word van hoogstens 10,000 pd. is.....	26 0 0	6 0 0
oor 10,000 pd. is.....	32 0 0	7 10 0
Bestuurder van 'n stoomwa.....	26 0 0	6 0 0
Fietswielsteller en/of inmekaarsitter.... } Werknemers nie elders bepaal nie..... }	9 4 2	2 2 6
Algemene werknemers—		
(*a*) in die munisipale gebied Johannesburg.....	8 14 5	2 0 3
(*b*) elders.....	8 1 9	1 17 4
Drywer van diere voertuig } — Nagwag }		
(*a*) in die munisipale gebied Johannesburg	8 2 6	1 17 6
(*b*) elders.....	7 11 8	1 15 0
Ongeskoolde arbeider—		
(*a*) in diens in 'n naturellewinkel soos genoem in paragraaf (*a*) van die woordbepaling „handel met naturelle" in die munisipale gebied Johannesburg.....	7 11 8	1 15 0
(*b*) alle ander.....	7 0 10	1 12 6

"native trade" means the trade carried on—

(*a*) in native shops (including native butcher shops) as defined in clause *two* of the Shop Hours Ordinance (Transvaal), 1923;

(*b*) in eating-houses in respect of which the licence duty prescribed in Item 9 of Part 1 of the Second Schedule to the Licences Consolidation Act, 1925, is payable;

(*c*) in shops and/or eating-houses situated upon stands granted for business purposes under the provisions of the Precious and Base Metals Act, No. 35 of 1908 (Transvaal), and prior Gold Laws; and

(*d*) in shops and/or eating-houses situated upon trading stands or trading sites as defined in the Trading on Mining Ground Regulation Act, No. 13 of 1910 (Transvaal);

"qualified employee" means an employee who attends to and/or serves customers, and who has had five years' or more experience in the native trade;

"secretary" means the secretary to the Council;

"touting" 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;

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

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

(*a*) Cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;
(*b*) loading or unloading vehicles;
(*c*) carrying, moving, stacking or unpacking goods;
(*d*) sorting packages or parcels; wrapping up parcels;
(*e*) filling bottles or other containers for stock;
(*f*) affixing printed or ready addressed labels on to bottles, boxes, bales, or other packages; stencilling and/or marking boxes, bales or other packages;
(*g*) opening or closing doors, boxes, bales or other packages;
(*h*) making or maintaining fires or removing refuse or ashes;
(*i*) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or handpropelled vehicle;
(*j*) collecting cash in the case of "C.O.D." sales or accepting written orders;
(*k*) assisting on delivery vans or vehicles;
(*l*) tending, harnessing or unharnessing animals;
(*m*) oiling or greasing vehicles, other than motor vehicles;
(*n*) making tea or similar beverages;

and includes a bicycle wheel truer's and/or assembler's assistant;

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

4. WAGES AND COST OF LIVING ALLOWANCE.

(1) 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. £ s. d.	*Per Week.* £ s. d.
Unqualified employee—		
(*a*) During the first year of experience...	14 0 0	3 4 7
(*b*) During the second year of experience	17 10 0	4 0 9
(*c*) During the third year of experience..	21 0 0	4 16 11
(*d*) During the fourth year of experience..	24 10 0	5 13 1
(*e*) During the fifth year of experience...	28 0 0	6 9 3
Qualified employee.....	32 10 0	7 10 0
Driver of a motor vehicle who drives a vehicle other than a steam wagon, the unladen weight of which together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle does not exceed 10,000 lb.....	26 0 0	6 0 0
exceeding 10,000 lb.....	32 0 0	7 10 0
Driver of steam wagon.....	26 0 0	6 0 0
Bicycle wheel truer and/or assembler.... } Employees not elsewhere specified..... }	9 4 2	2 2 6
General employees—		
(*a*) in the municipal area of Johannesburg	8 14 5	2 0 3
(*b*) Elsewhere.....	8 1 9	1 17 4
Driver of animal-drawn vehicle } — Night watchman }		
(*a*) in the municipal area of Johannesburg	8 2 6	1 17 6
(*b*) elsewhere.....	7 11 8	1 15 0
Unskilled labourer—		
(*a*) employed in a native shop as referred to in paragraph (*a*) of the definition of "native trade" in the municipal area of Johannesburg.....	7 11 8	1 15 0
(*b*) All others.....	7 0 10	1 12 6

(2) Alle lone wat in hierdie Ooreenkoms voorgeskryf word, is minimum lone en belet nie die betaling van hoër lone nie.

3. (*a*) Elke werkgewer moet aan elke gekwalifiseerde werknemer en elke ongekwalifiseerde werknemer benewens enige ander besoldiging wat die werknemer ontvang, 'n lewenskostetoelae, bereken op die gewone weeklikse of maandelikse besoldiging, ooreenkomstig onderstaande lys betaal:—

TOTALE GEWONE WEEKLIKSE EN MAANDELIKSE BESOLDIGING VOORDAT AFTREKKINGS, INDIEN ENIGE, GEMAAK WORD.

(Lewenskostetoelaes hieronder gewys, is slegs vir gekwalifiseerde en ongekwalifiseerde werknemers.)

Weeklikse besoldiging.	*Lewenskostetoelae per week.* £ s. d.
1d. tot 20s.	1 2 4
20s. 1d. tot 25s.	1 4 4
25s. 1d. tot 30s.	1 4 10
30s. 1d. tot 35s.	1 7 1
35s. 1d. tot 40s.	1 8 1
40s. 1d. tot 45s.	1 9 7
45s. 1d. tot 50s.	1 10 10
50s. 1d. tot 55s.	1 12 7
55s. 1d. tot 60s.	1 13 10
60s. 1d. tot 65s.	1 15 4
65s. 1d. tot 70s.	1 16 7
70s. 1d. tot 75s.	1 18 1
75s. 1d. tot 80s.	1 19 7
80s. 1d. tot 90s.	2 1 1
90s. 1d. tot 100s.	2 1 10
100s. 1d. tot 110s.	2 2 10
110s. 1d. tot 120s.	2 3 10
120s. 1d. tot 130s.	2 4 10
meer as 130s.	2 5 10

Maandelikse besoldiging.	*Lewenskostetoelae per maand.* £ s. d.
1d. tot £4. 6s. 8d.	4 16 10
£4. 6s. 9d. tot £5. 8s. 4d.	5 5 6
£5. 8s. 5d. tot £6. 10s. 0d.	5 7 8
£6. 10s. 1d. tot £7. 11s. 8d.	5 17 5
£7. 11s. 9d. tot £8. 13s. 4d.	6 1 9
£8. 13s. 5d. tot £9. 15s. 0d.	6 8 3
£9. 15s. 1d. tot £10. 16s. 8d.	6 13 8
£10. 16s. 8d. tot £11. 18s. 4d.	7 1 3
£11. 18s. 5d. tot £13. 0s. 0d.	7 6 8
£13. 0s. 1d. tot £14. 1s. 8d.	7 13 2
£14. 1s. 9d. tot £15. 3s. 4d.	7 18 7
£15. 3s. 5d. tot £16. 5s. 0d.	8 5 1
£16. 5s. 1d. tot £17. 6s. 8d.	8 11 7
£17. 6s. 9d. tot £19. 10s. 0d.	8 18 1
£19. 10s. 1d. tot £21. 13s. 4d.	9 1 4
£21. 13s. 5d. tot £23. 16s. 8d.	9 5 8
£23. 16s. 9d. tot £26. 0s. 0d.	9 10 0
£26. 0s. 1d. tot £28. 3s. 4d.	9 14 4
meer as £28. 3s. 4d.	9 18 8

TOTALE GEWONE WEEKLIKSE OF MAANDELIKSE BESOLDIGING VOORDAT 'N AFTREKKING, INDIEN ENIGE, GEMAAK WORD VIR INWONING EN/OF NA AFTREKKING SLEGS VIR LOSIES.

Weeklikse besoldiging.	*Lewenskostetoelae per week.* £ s. d.
1d. tot 20s.	1 0 10
20s. 1d. tot 25s.	1 2 10
25s. 1d. tot 30s.	1 3 4
30s. 1d. tot 35s.	1 5 7
35s 1d tot 40s.	1 6 7
40s. 1d. tot 45s.	1 8 1
45s. 1d. tot 50s.	1 9 4
50s. 1d. tot 55s.	1 11 1
55s. 1d. tot 60s.	1 12 4
60s. 1d. tot 65s.	1 13 10
65s. 1d. tot 70s.	1 15 1
70s. 1d. tot 75s.	1 16 7
75s. 1d. tot 80s.	1 18 1
80s. 1d. tot 90s.	1 19 7
90s. 1d. tot 100s.	2 0 4
100s. 1d. tot 110s.	2 1 4
110s. 1d. tot 120s.	2 2 4
120s. 1d. tot 130s.	2 3 4
meer as 130s.	2 4 4

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

(3) (*a*) Every employer shall pay to each qualified employee and each unqualified employee in addition to any other remuneration which the employee is receiving, a cost of living allowance calculated on such ordinary weekly or monthly remuneration in accordance with the following schedule:—

TOTAL ORDINARY WEEKLY AND MONTHLY REMUNERATION BEFORE DEDUCTIONS, IF ANY, ARE MADE.

(C.O.L.A.'s shown below are for qualified and unqualified employees only.)

Weekly Remuneration.	*C.O.L.A. per Week.* £ s. d.
1d. to 20s.	1 2 4
20s. 1d. to 25s.	1 4 4
25s. 1d. to 30s.	1 4 10
30s. 1d. to 35s.	1 7 1
35s. 1d. to 40s.	1 8 1
40s. 1d. to 45s.	1 9 7
45s. 1d. to 50s.	1 10 10
50s. 1d. to 55s.	1 12 7
55s. 1d. to 60s.	1 13 10
60s. 1d. to 65s.	1 15 4
65s. 1d. to 70s.	1 16 7
70s. 1d. to 75s.	1 18 1
75s. 1d. to 80s.	1 19 7
80s. 1d. to 90s.	2 1 1
90s. 1d. to 100s.	2 1 10
100s. 1d. to 110s.	2 2 10
110s. 1d. to 120s.	2 3 10
120s. 1d. to 130s.	2 4 10
above 130s.	2 5 10

Monthly Remuneration.	*C.O.L.A. per month.* £ s. d.
1d. to £4. 6s. 8d.	4 16 10
£4. 6s. 9d. to £5. 8s. 4d.	5 5 6
£5. 8s. 5d. to £6 10s.. 0d.	5 7 8
£6. 10s. 1d. to £7. 11s. 8d.	5 17 5
£7. 11s. 9d. to £8. 13s. 4d.	6 1 9
£8. 13s. 5d. to £9. 15s. 0d.	6 8 3
£9. 15s. 1d. to £10. 16s. 8d.	6 13 8
£10. 16s. 8d. to £11. 18s. 4d.	7 1 3
£11 18s 5d. to £13. 0s. 0d.	7 6 8
£13. 0s. 1d. to £14. 1s. 8d.	7 13 2
£14. 1s. 9d. to £15. 3s. 4d.	7 18 7
£15. 3s. 5d. to £16. 5s. 0d.	8 5 1
£16. 5s. 1d. to £17. 6s. 8d.	8 11 7
£17. 6s. 9d. to £19. 10s. 0d.	8 18 1
£19. 10s. 1d. to £21. 13s. 4d.	9 1 4
£21. 13s. 5d. to £23. 16s. 8d.	9 5 8
£23. 16s. 9d. to £26. 0s. 0d.	9 10 0
£26. 0s. 1d. to £28. 3s. 4d.	9 14 4
above £28. 3s. 4d.	9 18 8

TOTAL ORDINARY WEEKLY OR MONTHLY REMUNERATION BEFORE A DEDUCTION, IF ANY, IS MADE FOR LODGING AND/OR AFTER DEDUCTION FOR BOARD ONLY.

Weekly Remuneration.	*C.O.L.A. per Week.* £ s. d.
1d. to 20s.	1 0 10
20s. 1d. to 25s.	1 2 10
25s. 1d. to 30s.	1 3 4
30s. 1d. to 35s.	1 5 7
35s. 1d. to 40s.	1 6 7
40s. 1d. to 45s.	1 8 1
45s. 1d. to 50s.	1 9 4
50s. 1d. to 55s.	1 11 1
55s. 1d. to 60s.	1 12 4
60s. 1d. to 65s.	1 13 10
65s. 1d. to 70s.	1 15 1
70s. 1d. to 75s.	1 16 7
75s. 1d. to 80s.	1 18 1
80s. 1d. to 90s.	1 19 7
90s. 1d. to 100s.	2 0 4
100s. 1d. to 110s.	2 1 4
110s. 1d. to 120s.	2 2 4
120s. 1d. to 130s.	2 3 4
above 130s.	2 4 4

Maandelikse besoldiging.	*Lewenskostetoelae per maand.* £ s. d.
1d. tot £4. 6s. 8d.	4 10 4
£4. 6s. 9d. tot £5. 8s. 4d.	4 19 0
£5. 8s. 5d. tot £6. 10s. 0d.	5 1 2
£6. 10s. 1d. tot £7. 11s. 8d.	5 10 11
£7. 11s. 9d. tot £8. 13s. 4d.	5 15 3
£8. 13s. 5d. tot £9. 15s. 0d.	6 1 9
£9. 15s. 1d. tot £10. 16s. 8d.	6 7 2
£10. 16s. 9d. tot £11. 18s. 4d.	6 14 9
£11. 18s. 5d. tot £13. 0s. 0d.	7 0 2
£13. 0s. 1d. tot £14. 1s. 8d.	7 6 8
£14. 1s. 9d. tot £15. 3s. 4d.	7 12 1
£15. 3s. 5d. tot £16. 5s. 0d.	7 18 7
£16. 5s. 1d. tot £17. 6s. 8d.	8 5 1
£17. 6s. 9d. tot £19. 10s. 0d.	8 11 7
£19. 10s. 1d. tot £21. 13s. 4d.	8 14 10
£21. 13s. 5d. tot £23. 16s. 8d.	8 19 2
£23. 16s. 9d. tot £26. 0s. 0d.	9 3 6
£26. 0s. 1d. tot £28. 3s. 4d.	9 7 10
meer as £28. 3s. 4d.	9 12 2

Met dien verstaande dat as 'n werknemer op 29 April 1951 in diens by die dieselfde werkgewer was, en 'n lewenskostetoelae ontvang het teen 'n skaal wat, tesame met 'n bykomende bedrag van £3 per maand of 13s. 10d. per week, al na die geval, die bedrag oorskry wat in die Bylae hierbo genoem word, moet die werkgewer die betrokke werknemer 'n lewenskostetoelae betaal teen die skaal wat hy op 29 April 1951 ontvang het, plus 'n bykomende bedrag van £3 per maand of 13s. 10d. per week, al na die geval.

(*b*) Die toelae, betaalbaar kragtens paragraaf (*a*), moet die toelae insluit wat betaalbaar is kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig of soos van tyd tot tyd gewysig kan word; met dien verstande dat ingeval die toelae, betaalbaar kragtens paragraaf (*a*), minder is as dié voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig of soos van tyd tot tyd gewysig kan word, is laasgenoemde toelae betaalbaar.

(4) Werknemers, behalwe dié genoem in subparagraaf (3), moet die lewenskostetoelae betaal word wat gelyk is aan dié voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig of soos van tyd tot tyd gewysig kan word.

(5) Niks in hierdie Ooreenkoms mag die uitwerking hê om lone of lewenskostelaes te verminder wat op enige tyd betaal word wat gunstiger vir 'n werknemer is as dié in hierdie Ooreenkoms vir so 'n werknemer bepaal terwyl hy in diens by dieselfde werkgewer is nie.

5. BETALING VAN LONE.

(1) Lone en ander besoldiging aan 'n werknemer kragtens hierdie Ooreenkoms of kragtens enige kontrak tussen werkgewer en werknemer verskuldig, as so 'n kontrak besoldiging bepaal wat meer is as die voorgeskrewe besoldiging, moet maandeliks *op of voor* die eerste dag van die daaropvolgende maand in kontant betaal word; met dien verstande dat wanneer so'n dag op 'n Sondag of openbare vakansiedag val, betaling die volgende dag gedoen moet word, of as 'n werknemer op 'n weeklikse basis in diens is, weekliks op Maandag, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.

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

(3) Vir die opleiding van 'n werknemer mag deur of namens die werkgewer geen premie bereken of aangeneem word nie.

(4) (*a*) Van geen werknemer kan vereis word om by sy werkgewer of by 'n plek wat sy werkgewer aanwys, kos of huisvesting aan te neem, of om van sy werkgewer goedere te koop nie. 'n Werknemer wat instem of van sy werkgewer kos of huisvesting (met inbegrip van was- en strykdienste), of albei aan te neem, word nie toegelaat, en van hom kan nie vereis word, om meer as onderstaande te betaal nie:—

	Per maand. £ s. d.	*Per week.* £ s. d.
Gekwalifiseerde en ongekwalifiseerde werknemers, motorvoertuig- en stoomwabestuurders:		
Vir kos	3 0 0	0 13 11
Vir huisvesting (met inbegrip van was- en strykdienste)	1 0 0	0 4 7
Vir kos en huisvesting (met inbegrip van was- en strykdienste)	4 0 0	0 18 6
Ongeskoolde arbeiders:		
Vir kos	0 16 6	0 3 10
Vir huisvesting	0 7 6	0 1 9
Vir kos en huisvesting	1 4 0	0 5 7
Vir alle ander werknemers:		
Vir kos	0 17 6	0 4 0
Vir huisvesting	0 8 6	0 2 0
Vir kos en huisvesting	1 6 0	0 6 0

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

(5) Geen kortings van watter aard ook, behalwe die onderstaande, mag van die werknemer se loon afgetrek word nie:—

(*a*) Behoudens soos bepaal in artikel 10 (*b*), as 'n werknemer van sy werk wegbly, 'n *pro rata* bedrag vir die tydperk van sodanige afwesigheid, tensy die werknemer vooraf van sy werkgewer verlof gekry het om afwesig te wees;

Monthly Remuneration.	*C.O.L.A. per Month.* £ s. d.
1d. to £4. 6s. 8d.	4 10 4
£4. 6s. 9d. to £5. 8s. 4d.	4 19 0
£5. 8s. 5d. to £6. 10s. 0d.	5 1 2
£6. 10s. 1d. to £7. 11s. 8d.	5 10 11
£7. 11s. 9d. to £8. 13s. 4d.	5 15 3
£8. 13s. 5d. to £9. 15s. 0d.	6 1 9
£9. 15s. 1d. to £10. 16s. 8d.	6 7 2
£10. 16s. 9d. to £11. 18s. 4d.	6 14 9
£11. 18s. 5d. to £13. 0s. 0d.	7 0 2
£13. 0s. 1d. to £14. 1s. 8d.	7 6 8
£14. 1s. 9d. to £15. 3s. 4d.	7 12 1
£15. 3s. 5d. to £16. 5s. 0d.	7 18 7
£16. 5s. 1d. to £17. 6s. 8d.	8 5 1
£17. 6s. 9d. to £19. 10s. 0d.	8 11 7
£19. 10s. 1d. to £21. 13s. 4d.	8 14 10
£21. 13s. 5d. to £23. 16s. 8d.	8 19 2
£23. 16s. 9d. to £26. 0s. 0d.	9 3 6
£26. 0s. 1d. to £28. 3s. 4d.	9 7 10
above £28. 3s. 4d.	9 12 2

Provided that if an employee was in the employ of the same employer as at the 29th April, 1951, and was receiving a cost of living allowance at a rate which, together with an additional sum of £3 per month or 13s. 10d. per week, as the case may be, exceeds the amount prescribed in the schedule above, the employer shall pay to the employee concerned a cost of living allowance at the rate he was receiving as at 29th April, 1951, plus an additional amount of £3 per month or 13s. 10d. per week, as the case may be.

(*b*) The allowance payable under paragraph (*a*) shall include the allowance payable in terms of War Measure No. 43 of 1942, as amended or as may be amended from time to time; provided that where the allowance payable under paragraph (*a*) is less than prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time, the latter allowance shall be payable.

(4) Employees other than those referred to in sub-paragraph (3) shall be paid the cost of living allowance equal to that prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

(5) Nothing in this Agreement shall operate to reduce any wages or cost of living allowance 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.

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 if 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 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 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, in respect of any periods of employment prior to such termination.

(3) No premium for the training of an employee shall be charged or accepted by or on behalf of an employer.

(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 (including laundry services), or both, from his employer, shall not be required or allowed to pay more than—

	Per Month. £ s. d.	*Per Week.* £ s. d.
Qualified and unqualified employee, drivers of motor vehicles and steam wagons—		
For board	3 0 0	0 13 11
For lodging (including laundry services)	1 0 0	0 4 7
For board and lodging (including laundry services)	4 0 0	0 18 6
Unskilled labourers—		
For board	0 16 6	0 3 10
For lodging	0 7 6	0 1 9
For board and lodging	1 4 0	0 5 7
All other employees—		
For board	0 17 6	0 4 0
For lodging	0 8 6	0 2 0
For board and lodging	1 6 0	0 6 0

(*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 employee's wages:—

(*a*) Subject to the provisions of section 10 (*b*) where an employee absents himself from work, a pro rata amount for the period of such absence unless the employee has previously obtained leave of absence from his employer;

(*b*) met skriftelike toestemming van die werknemer, kortings vir siekte-, versekerings- of pensioenfondse;
(*c*) bydraes aan die fondse van die Raad, ingevolge artikel 14 van hierdie Ooreenkoms;
(*d*) kortings, ingevolge subartikel (3) van hierdie artikel, ten opsigte van kos en/of huisvesting (met inbegrip van was- en strykdienste) wat verskaf word;
(*e*) enige bedrag wat 'n werkgewer verplig is om ingevolge 'n wet of ordonnansie, of regsgeding namens 'n werknemer te betaal;
(*f*) vakverenigingledegelde afgetrek ingevolge subartikel (2) van artikel 20.

6. GETALLEVERHOUDING VAN WERKNEMERS.

(1) 'n Werkgewer of vennoot wat in sy eie winkel of eethuis die werk van 'n werknemer verrig, behalwe die werk van 'n algemene werknemer of ongeskoolde arbeider, moet beskou word as 'n gekwalifiseerde werknemer; met dien verstande dat 'n werkgewer of vennoot wat meer as een winkel of eethuis besit, of belang daarby het, nie beskou word 'n werknemer ten opsigte van enige winkel of eethuis te wees nie, behalwe dié waarin hy die werk van sodanige werknemer verrig, en hoogstens een van enige getal vennote word ten opsigte van enigeen van die winkels of eethuise wat behoort aan of beheer word deur 'n vennootskap, as 'n gekwalifiseerde werknemer beskou.

(2) Behoudens soos bepaal in die voorgaande subartikel, moet een gekwalifiseerde werknemer in diens wees alvorens 'n ongekwalifiseerde werknemer in diens geneem kan word, en vir elke twee gekwalifiseerde werknemers kan hoogstens een ongekwalifiseerde werknemer in diens geneem word; met dien verstande dat as 'n ongelyke getal gekwalifiseerde werknemers in 'n winkel of eethuis in diens is, 'n ongekwalifiseerde werknemer in diens geneem kan word vir die gekwalifiseerde werknemer wat die ongelyke getal veroorsaak.

(3) Vir die doeleindes van hierdie artikel, kan 'n ongekwalifiseerde werknemer aan wie minstens die minimum loon soos voorgeskryf vir 'n gekwalifiseerde werknemer betaal word, gedurende die tydperk wat hy teen daardie loon in diens is, as 'n gekwalifiseerde werknemer beskou word.

(4) 'n Werkgewer wat in sy eie winkel of eethuis die rang van gekwalifiseerde werknemer het, mag een algemene werknemer in diens hê, maar voordat 'n tweede algemene werknemer in diens geneem mag word, moet daar een gekwalifiseerde werknemer in diens wees en daarna mag een algemene werknemer in diens wees vir elke gekwalifiseerde werknemer in diens; met dien verstande dat vir die doel van getalleverhouding, die vrou, moeder, dogter, skoondogter en niggie van die werkgewer of van 'n direkteur van die werkgewer-maatskappy, nie as 'n werknemer beskou mag word nie.

(5) Vir die toepassing van hierdie klousule moet dit beskou word dat besigheid wat deur dieselfde werkgewer in enige naturellewinkels, naturelle-eethuise en/of naturelleslaghuise, geleë op dieselfde standplaas of aangrensende standplase, slegs een besigheid is.

7. BESIGHEIDSURE, WERKURE EN OORTYD.

A. *Besigheidsure.*

(1) (*a*) Geen werkgewer mag enige naturellewinkel oopmaak, of oophou, of toelaat om oop te wees, of uit sodanige winkel goedere verkoop of lewer, of toelaat dat enige werknemer daarin werk, of goedere in of uit sodanige winkel verkoop of lewer nie, en geen werknemer mag in of vanuit sodanige winkel goedere verkoop of lewer nie—

(i) op Sondag of 'n publieke vakansiedag;
(ii) voor 8.30 vm.;
(iii) later as 6.30-uur in die aand van Maandag, Dinsdag, Woensdag, Donderdag en Vrydag; met dien verstande dat as 'n tydperk van dagligbesparing ingevoer word, die sluitingsuur gedurende die tydperk 7-uur moet wees;
(iv) later as 1-uur op Saterdagmiddag.

(2) Geen werkgewer mag 'n eethuis soos volg oophou of toelaat dat dit oop is of goedere daaruit verkoop of lewer of toelaat dat 'n werknemer in of uit so 'n eethuis werk of goedere verkoop of lewer en geen werknemer mag in so 'n eethuis werk of goedere daaruit verkoop of lewer nie—

(i) voor 8 vm. op enige dag;
(ii) later as 7 nm. op enige dag; met dien verstande dat as enige dagligbesparingtydperk weer ingevoer word, die sluitingsuur gedurende sodanige tydperk 7.30 nm. is.

B. *Werkure.*

(1) (i) Geen werkgewer kan van 'n werknemer vereis of hom toelaat om—

(*a*) vir meer as ses-en-veertig uur per week te werk nie; of
(*b*) vir meer as agt en 'n halfuur per dag te werk nie; met dien verstande dat 'n werkgewer van 'n werknemer kan vereis of hom toelaat om op een dag van die week nege uur te werk; of
(*c*) om vir meer as 'n ononderbroke tydperk van vyf uur sonder 'n ononderbroke pouse van ten minste een uur te werk nie; met dien verstande dat werktydperke wat deur pouses van minder as een uur onderbreek word, as aaneenlopend beskou word;
(*d*) op meer as ses dae per week te werk nie; of
(*e*) op enige dag 'n werkdag van meer as 11 uur te werk nie; of
(*f*) om op meer as vyf dae in 'n week na eenuur namiddag te werk nie.

(*b*) with the written consent of the employee, deductions for sick, insurance or pension funds;
(*c*) contributions to Council funds in terms of section 14 of this Agreement;
(*d*) deductions in terms of sub-section (3) of this section in respect of board and/or lodging (including laundry services) supplies;
(*e*) any amount paid by an employer compelled by any law or ordinance or legal process to make a payment on behalf of an employee;
(*f*) Union subscriptions deducted in terms of sub-section (2) of section 20.

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 sub-section, 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 section 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 purpose of this clause business carried on by the same employer in any native shops, native eating-houses, and/or native butcheries situated on the same stand or adjoining stands shall be deemed to be one business only.

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 native 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 8.30 o'clock in the morning;
(iii) later than 6.30 o'clock in the evening of Monday, Tuesday, Wednesday, Thursday and Friday; provided that if any period of daylight saving is reintroduced, the hour of closing during such period shall be 7 o'clock;
(iv) later than 1 o'clock in the afternoon of Saturday.

(2) No employer shall open or keep or permit to be open any eating-house or sell or supply goods or permit any employee to work or to 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 8 o'clock in the morning of any day;
(ii) later than 7 o'clock in the evening of any day;

provided that if any period of daylight saving is reintroduced the hour of closing, during such period, shall be 7.30 o'clock.

B. *Hours of Work.*

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

(*a*) to work for more than forty-six hours in any one week; or
(*b*) 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
(*c*) 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
(*d*) to work on more than six days in any one week; or
(*e*) to work on any day for a spreadover which exceeds eleven hours; or
(*f*) to work after one o'clock in the afternoon on more than five days in any one week.

(ii) Die bepalings van hierdie subartikel is nie op nagwagte van toepassing nie. Enige van sulke werknemers kan gedurende die tydperk tussen sluitings- en openingsure van die besigheid in diens wees; met dien verstande dat die totale tydperk van ononderbroke diens nie meer as twaalf uur mag wees nie en na elke sulke tydperk van ononderbroke diens 'n onderbreking van twaalfuur toegestaan moet word.

(2) Behoudens soos bepaal in enige wet wat van tyd tot tyd van krag is, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om werk in verband met voorraadopname buite sodanige werknemer se gewone werkure te verrig; met dien verstande dat die werkgewer vooraf toestemming van die Raad moet verkry en met dien verstande dat sodanige voorraadopname op nie meer as een publieke vakansiedag en een weeklikse halfvakansiedag in enige kalenderjaar gedoen mag word nie. Die werknemer van wie aldus vereis word of wat toegelaat word om op enige publieke vakansiedag te werk moet binne 30 dae na sodanige publieke vakansiedag een dag verlof met volle betaling ontvang.

C. *Oortyd.*

Behoudens soos in die voorgaande subartikel bepaal, kan geen werkgewer van 'n werknemer vereis, of hom toestaan, om oortyd te werk nie.

8. AANWESIGHEIDREGISTER.

(1) (*a*) Elke werkgewer moet vir elke werknemer, behalwe 'n ongeskoolde arbeider 'n aanwesigheidregister in die vorm soos voorgeskryf in Aanhangsel A verskaf, en moet dit te alle tye gedurende besigheidsure beskikbaar hou vir inspeksie deur die persoon wat deur die Raad behoorlik gemagtig is om dit te inspekteer.

(*b*) 'n Aanwesigheidregister is die eiendom van die werkgewer en moet vir drie jaar na die laaste inskrywingsdatum daarin, bewaar word.

(2) Tensy hy deur siekte, of ander onvermydelike oorsaak verhinder is om dit te doen, moet elke werknemer onmiddellik wanneer hy die inrigting by die begintyd van elke dag wat hy daarin in diens is, betree, of aan die einde daarvan verlaat, met ink of inkpotlood sodanige inskrywings soos die omstandighede vereis, doen; enige verandering wat 'n werknemer in enige inskrywing maak, moet deur sodanige werknemer geparafeer word.

(3) Elke werkgewer moet voor 10 vm. op Maandag van elke week, of op die volgende dag as die Maandag 'n publieke vakansiedag is, met ink of inkpotlood 'n tydtafel, in die vorm soos voorgeskryf in Aanhangsel B, opstel of laat opstel, wat die dae en ure ingevolge artikel 7 van hierdie Ooreenkoms, waarop elk van sy werknemers gedurende die volgende sewe dae moet werk, aantoon en hy moet sodanige tydtafel gedurende daardie hele tydperk vertoon hou; met dien verstande dat as die werkure van 'n werknemer nie van week tot week verander word nie, sy tydtafel onderskrywe kan word: „Week wat begin op..... en tot nader kennisgewing"; en verder met dien verstande dat wanneer die werkure verander word, 'n nuwe tydtafel opgestel moet word.

9. DIENSSERTIFIKAAT.

(1) 'n Werkgewer moet kosteloos 'n dienssertifikaat in die vorm soos voorgeskryf in Aanhangsel C, aan elk van sy werknemers, gekwalifiseer of ongekwalifiseer uitreik, wanneer hy die werkgewer se diens verlaat. Die werkgewer moet sorg dat alle sertifikate in volgorde genommer word, moet 'n afskrif van elke sertifikaat wat hy uitreik, behou en moet 'n duplikaat van elke sertifikaat nie later as twee weke na die beëindiging van die werknemer se diens aan die Sekretaris van die Raad stuur nie.

(2) Geen werkgewer mag enige sodanige werknemer in diens neem nie tensy en totdat sodanige werknemer 'n dienssertifikaat voorlê wat aan hom uitgereik is kragtens subartikel (1) van hierdie artikel of 'n sertifikaat wat deur die Sekretaris van die Raad onderteken is en wat die duur van sodanige werknemer se ervaring, indien enige, vermeld. Die Sekretaris van die Raad moet op versoek enige sodanige sertifikaat uitreik.

10. VERLOF MET BETALING EN SIEKTEVERLOF.

A. *Verlof met betaling.*

(1) Elke werkgewer moet aan elke werknemer in sy diens ten opsigte van elke tydperk van twaalf maande diens by hom, en uiterlik twee maande na beëindiging van genoemde tydperk, verlof met volle betaling toestaan.

Die jaarlikse verloftydperk waarop 'n werknemer geregtig is, is—

(i) in die geval van 'n werknemer, behalwe 'n gekwalifiseerde of ongekwalifiseerde werknemer, wat een jaar diens by dieselfde werkgewer voltooi het, vyftien agtereenvolgende werkdae; en

(ii) in die geval van 'n werknemer, behalwe 'n gekwalifiseerde of ongekwalifiseerde werknemer, wat twee of meer agtereenvolgende jare diens by dieselfde werkgewer voltooi het, agtien agtereenvolgede werkdae; en

(iii) in die geval van 'n gekwalifiseerde of ongekwalifiseerde werknemer, agtien agtereenvolgende werkdae;

met dien verstande dat—

(*a*) die tydperk van sodanige verlof nie met enige tyd waarin die werknemer verplig is om ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding te ondergaan, mag saamval nie; en

(*b*) as enige publieke vakansiedag binne die tydperk van sodanige verlof val, sodanige vakansiedag by die genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle betaling.

(ii) The provisions of this section shall not apply to night-watchman. Any such employees may be employed during the period between the closing and opening hours of business; provided that the total period of continuous duty shall not exceed twelve hours, and a break of twelve hours shall be granted after every such period of continuous duty.

(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, and provided 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 thirty days after such public holiday.

C. *Overtime.*

Subject to the provisions of the preceding sub-section 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 authorized 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) Every employer shall before 10 a.m. 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 section 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", and 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 sub-section (1) of this section 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) Every employer shall grant to every employee employed by him in respect of each period of twelve months' employment with him, and not later than two months after the termination of the said period, leave of absence on full pay.

The period of annual leave to which an employee is entitled shall be—

(i) in the case of an employee other than a qualified employee or an unqualified employee who has completed one year's employment with the same employer, fifteen consecutive work days; and

(ii) in the case of an employee other than a qualified employee or an unqualified employee who has completed two or more consecutive years' employment with the same employer, eighteen consecutive work days; and

(iii) in the case of a qualified employee or an unqualified employee, eighteen consecutive work days;

provided that—

(*a*) the period of such leave shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912; and

(*b*) 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) Elke werknemer is geregtig op verlof met volle betaling op alle publieke vakansiedae, of as hy op 'n publieke vakansiedag diens doen, op verlof met volle betaling op 'n dag wat in plaas van sodanige vakansiedag toegestaan word; sulke vervangingsverlof kan oploop en by enige tydperk van vakansieverlof verskuldig ingevolge subartikel (1) gevoeg word.

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

(4) By diensbeëindiging moet die werkgewer verlofbesoldiging aan die werknemer betaal ten opsigte van die dienstyd by die werkgewer na die datum waarop hy laas tot verlof geregtig geword het of in die geval van 'n werknemer wat minder as 12 maande gewerk het, na die datum waarop sy diens 'n aanvang neem, en wel op onderstaande grondslag:—

(i) In die geval van 'n werknemer genoem in subklousule (1) (i), een-en-'n-kwart dag se besoldiging vir elke voltooide maand diens;
(ii) in alle ander gevalle van werknemers genoem in subklousules (1) (ii) en (1) (iii), een-en-'n-half dag se loon vir elke voltooide maand diens;

en die verlofbetaling moet bereken word op die besoldiging wat die werknemer onmiddellik voor die beëindiging ontvang het.

(5) Verlof en diensopsegging mag nie saamval nie.

(6) Enige tydperk wanneer 'n werknemer—
(*a*) ingevolge subartikel (1) met vrelof is;
(*b*) ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan;
(*c*) op las of op versoek van sy werkgewer van sy werk afwesig is;
(*d*) weens siekte van werk afwesig is;

word vir die doeleindes van subartikels (1) en (3) as diens beskou; met dien verstande dat die bepalings van paragraaf (*d*) nie op enige tydperk van afwesigheid van langer as drie agtereenvolgende dae van toepassing is nie, as die werknemer versuim om, na die werkgewer om sodanige sertifikaat gevra het, by die werkgewer 'n doktersertifikaat in te dien dat hy deur siekte verhinder was om sy werk te doen, of ten opsigte van dié gedeelte van enige totale tydperk van afwesigheid gedurende enige twaalf maande, wat langer as agt weke is.

(7) Enige bedrag wat aan 'n werknemer betaal word ingevolge subartikel (3) of subartikel (4), moet bereken word volgens die skaal waarteen die werknemer onmiddellik voor die datum waarop sy verlof verskuldig geword het, of sy diens beëindig het, betaal is.

(8) Vir die doeleindes van hierdie artikel, word dit beskou dat diens begin op—
(*a*) die datum waarop die werknemer by die werkgewer in diens getree het; of
(*b*) 'n datum een jaar voor die datum van aanvang van hierdie Ooreenkoms; of
(*c*) die datum waarop 'n werknemer wat ingevolge enige wet en binne die tydperk waarna in paragraaf (*b*) verwys word, verlof met volle betaling toegestaan is, op sulke verlof ingevolge sulke wet geregtig geword het.

(9) Behoudens soos bepaal in subartikel (4), kan geen werkgewer met 'n werknemer ooreenkom om hom in plaas van verlof te betaal of enige bedrag te betaal nie.

B. *Siekteverlof.*

Geen werkgewer mag van die kontant loon van 'n werknemer enige korting aftrek nie ten opsigte van enige tyd wat sodanige werknemer vir 'n tydperk van hoogstens in totaal twee weke gedurende enige diensjaar, weens siekte of ongeval wat nie deur die werknemer se nalatigheid of wangedrag veroorsaak is nie, van werk afwesig is.

As 'n werknemer weens siekte of ongeval vir drie agtereenvolgende dae van sy werk af wegbly, kan die werkgewer van die werknemer vereis om 'n doktersertifikaat te toon ter stawing van sodanige siekte of ongeval.

11. DIENSBEËINDIGING.

(1) In die geval van 'n werknemer wat by die maand in diens is, moet minstens een maand kennisgewing en in die geval van 'n werknemer wat by die week in diens is moet deur die werkgewer of die werknemer minstens een week kennisgewing van diensopsegging gegee word; met dien verstande dat 'n werkgewer 'n werknemer in plaas van die voorgeskrewe termyn van kennisgewing van diensopsegging, of die termyn soos ooreengekom, loon kan betaal volgens die skaal waarteen hy onmiddellik voor sulke diensbeëindiging betaal is. Sulke diensopsegging gaan in op die gewone betaaldag van die werknemer.

Hierdie artikel maak nie op die werkgewer of die werknemer se reg om die dienskontrak sonder kennisgewing van diensopsegging te beëindig weens enige goeie rede wat wetlik as voldoende erken word, inbreuk nie en ewemin op enige ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n langer termyn van diensopsegging as wat in hierdie artikel voorgeskryf word nie.

(2) Die bepalings van hierdie artikel is nie van toepassing op 'n werknemer in diens geneem op proef vir 'n tyd van hoogstens twee weke nie. Bewys van indiensneming op proef is die voorlegging van 'n kennisgewing aan die Nywerheidsraad.

(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 sub-section (1).

(3) The employer shall pay to an employee to whom leave is granted under sub-section (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 twelve months, after the date of commencement of his employment on the following basis:—

(i) In the case of an employee referred to in sub-clause (1) (i) one and one-quarter days' pay for each completed month of employment;
(ii) in all other cases of employees referred to in sub-clauses (1) (ii) and (1) (iii) 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 sub-section (1);
(*b*) is required to undergo training under the South Africa Defence Act, 1912;
(*c*) is absent from work on the instructions or at the request of the employer;
(*d*) is absent from work owing to illness;

shall be deemed to be employment for the purpose of sub-sections (1) and (3): Provided that the provisions of paragraph (*d*) shall not apply in respect of any period of absence of more than three consecutive days, if the employee 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 twelve months of employment, which is in excess of eight weeks.

(7) Any amount paid to an employee in terms of sub-section (3) or sub-section (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 purpose of this section 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 sub-section (4) no employer shall agree with an employee to pay, or pay to him any amount in lieu of leave.

B. *Sick Leave.*

No employer shall make any deductions from the cash wage of an employee in respect of any absence from work by such employee, for a period not exceeding an aggregate of two weeks during any one year of employment, by reason of sickness or accident not caused by the employee's own neglect or misconduct.

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) Not less than one month's 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 may pay to an employee wages at the rate he was receiving immediately prior to such termination in lieu of the prescribed or agreed period of notice for the full period thereof. Such notice shall run from the ordinary pay-day of the employee.

This section 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 section.

(2) The provisions of this section 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 Industrial Council.

12. BESTAANDE KONTRAKTE.

Behoudens soos bepaal in artikel 4 (3), is enige dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms geldig is, onderworpe aan die bepalings van die Ooreenkoms.

13. BESONDERHEDE VIR REGISTRASIE.

(1) Elke werkgewer in die naturellehandel op die datum waarop hierdie Ooreenkoms in werking tree, moet binne veertien dae, as hy dit nog nie reeds ingevolge 'n vorige Ooreenkoms gedoen het wat deur die Raad toegepas word nie, en elke werkgewer wat tot die handel na daardie datum toetree, moet, binne veertien dae van die datum af waarop hy met besigheid begin, besonderhede vir registrasie aan die Sekretaris stuur in die vorm wat in Aanhangsel D voorgeskryf is.

(2) Die sekretaris moet 'n register van werkgewers (met inbegrip van vennootskappe en naamlose vennootskappe) en van hul werknemers byhou.

(3) Elke werkgewer moet aan die sekretaris 'n opgawe stuur in die vorm voorgeskryf in aanhangsel E van elke nuwe werknemer binne 14 dae van die indiensneming van so'n werknemer, en moet ook die sekretaris, in die vorm voorgeskryf in aanhangsel F, in kennis stel van alle veranderings in die lone wat aan 'n werknemer binne 14 dae betaal word.

14. RAADSFONDS.

In die fondse van die Raad, word op die volgende wyse voorsien:—

(*a*) (i) Elke werkgewer in die naturellehandel moet van die datum af waarop hierdie Ooreenkoms in werking tree, ten opsigte van elke besigheid wat hy besit of bestuur, aan die Raad 'n bedrag van £2 betaal wat op die 26ste November van elke jaar verskuldig word, en 'n verdere bedrag van £2 elke 12 maande daarna.

(ii) Elke werkgewer wat tot die naturellehandel toetree na die datum waarop hierdie Ooreenkoms in werking tree, moet ten opsigte van elke besigheid wat hy besit of bestuur, aan die Raad 'n *pro rata* gedeelte betaal van die bydrae genoem in paragraaf (i), gebaseer op die onverstreke gedeelte van die jaar, en daarna £2 elke 12 maande.

(iii) Die bydraes waarna in hierdie artikel verwys word, is binne twee weke nadat hulle verskuldig geword het, betaalbaar.

Vir die doeleindes van hierdie subartikel, word besigheid wat deur dieselfde werkgewer in 'n naturellewinkel, 'n naturelle-eethuis en/of naturelleslagterswinkel, op dieselfde of aangrensende standplekke gedrywe word, as slegs een besigheid beskou.

(*b*) Die werkgewer moet van elke £1 of gedeelte daarvan van die maandloon met inbegrip van die lewenskostetoelae wat aan 'n werknemer, behalwe 'n ongeskoolde arbeider, verskuldig is (voordat enige kortings wat ingevolge hierdie Ooreenkoms toegelaat word, afgetrek word) 3d. aftrek en by die totale bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale som, uiterlik die tiende dag van elke maand aan die Sekretaris, posbus 5347, Johannesburg, opstuur, of dit inbetaal by enige ander persoon wat deur die Raad behoorlik gemagtig is om sulke betalings te ontvang. In die geval van 'n werknemer wat weekliks betaal word, is die bedrag waarop die bydrae gebaseer word, vier-en-eenderdemaal die weekloon met inbegrip van lewenskostetoelae.

15. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is, en kan vir die leiding van werkgewers en werknemers uitsprake uitvaardig wat nie met die bepalings hiervan strydig is nie.

16. VRYSTELLINGS.

(1) Die Raad kan weens enige goeie en afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen word die voorwaardes vastel waarop sulke vrystelling van krag is; met dien verstande dat die Raad na goeddunke en nadat aan die betrokke persoon een week skriftelik kennis gegee is, enige vrystellingsertifikaat kan herroep hetsy die termyn waarvoor die vrystelling verleen is, verloop het of nie.

(3) Die Sekretaris moet aan elke persoon aan wie vrystelling verleen word 'n vrystellingsertifikaat ooreenkomstig artikel *vyftig* (3) van die Wet uitreik, wat die volgende vermeld:—

(*a*) Die volle naam van die betrokke persoon;
(*b*) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
(*c*) die voorwaardes waarop suke vrystelling verleen word; en
(*d*) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris moet—

(*a*) alle sertifikate wat uitgereik word in volgorde nommer;
(*b*) van elke sertifikaat wat uitgereik word 'n afskrif behou; en
(*c*) as die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

17. WERKNEMERSVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer moet enigeen van sy werknemers wat 'n verteenwoordiger op die Raad is, alle redelike geleentheid gee om sy pligte in verband met die Raad te vervul.

12. EXISTING CONTRACTS.

Subject to the provisions of section 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 native trade at the date on which this Agreement comes into operation shall within fourteen 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 fourteen days from the date he commences business, forward to the Secretary particulars for registration in the form prescribed in Annexure D.

(2) The Secretary shall maintain a register of employers (including partnerships 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 fourteen 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 fourteen days.

14. COUNCIL FUNDS.

The funds of the Council shall be provided in the following manner:—

(*a*) (i) Every employer in the native trade from the date on which this Agreement comes into operation shall in respect of each business he owns or conducts pay to the Council the sum of £2 which shall fall due on the 26th of November of each year, and a further sum of £2 every twelve months thereafter.

(ii) Every employer who enters the native trade after the date of coming into operation of this Agreement shall in respect of each business he owns or conducts pay to the Council a pro rata portion of the contribution referred to in paragraph (i) based on the unexpired portion of the year and thereafter £2 every twelve months.

(iii) The contributions referred to in this section shall be payable within two weeks of the date they become due.

For the purposes of this sub-section, business carried on by the same employer in a native shop, a native eating-house and/or native butcher's shop, situated on the same or adjoining stands shall be deemed to be one business only.

(*b*) 3d. for every £1 or part thereof of the monthly wage including cost of living allowance due to an employee other than an unskilled labourer (before any deductions permissible under this Agreement are made) shall be deducted by the employer, to the aggregate amount so deducted the employer shall add an equal amount and forward the total sum monthly but not later than the tenth day of each month to the Secretary at P.O. Box 5347, Johannesburg, or pay to any other person duly authorized by the Council to receive such payment. In the case of a weekly paid employee, the amount upon which the contribution shall be based shall be four and one-third times the weekly wage, including cost of living allowance.

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) 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 repect 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 *fifty* (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 during which the exemption shall operate.

(4) The Secretary shall—

(*a*) number consecutively 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 representative on the Council every reasonable facility to attend to his duties in connection with the Council.

18. VIKTIMISASIE.

Die aandag word gevestig op die bepalings van artikel *ses-en-sestig* van die Wet, wat die ontslag van 'n werknemer om die redes wat daarin genoem word, verbied.

19. VERTONING VAN KENNISGEWINGS.

Elke werkgewer moet op 'n duidelik sigbare plek in sy inrigting die kennisgewings wat kragtens die bepalings van artikel *agt-en-vyftig* van die Wet deur 'n werkgewer vertoon moet word en 'n afskrif van hierdie Ooreenkoms vertoon.

20. IN DIENS HÊ VAN VAKVERENIGINGARBEID.

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

Bewys van lidmaatskap van die vakvereniging of van een van die werkgewersorganisasies word gelewer deur vertoon van 'n kwitansie vir die lopende ledegeld ingevolge die konstitusie van die vakvereniging of onderskeidelik die werkgewersorganisasies.

Hierdie subartikel is nie van toepassing nie in die geval waar na die mening van die Raad sonder goeie rede lidmaatskap van een van die partye by hierdie Ooreenkoms geweier is, of wanneer 'n lid na die mening van die Raad onredelik geskrap is en die applikant of betrokke lid daarvan binne veertien dae aan die Raad kennis gegee het.

(2) Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens die maandelikse ledegeld wat aan die vakvereniging verskuldig is, aftrek en die totale bedrag uiterlik die tiende van elke maand aan die Algemene Sekretaris van die „ Concession Stores and Allied Trades Assistants' Union ", New Era Buildings 3, De Villiersstraat 12, Johannesburg, stuur.

(3) Met dien verstande dat die bepalings van hierdie artikel nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing is nie; met dien verstande dat as die immigrant te enige tyd gedurende die eerste drie maande wat hy in die naturellehandel begin werk het, geweier het om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddelik van toepassing word.

21. ORGANISASIE VAN WERKNEMERS.

Elke werkgewer moet enige persoon of persone wat deur die vakvereniging aangestel en deur die Raad skriftelik goedgekeur is, toestaan om van tyd tot tyd buite die werknemers se gewone werkure of gedurende die middagetensuur sy naturellewinkel of eethuis te betree, met die doel om—

(*a*) werknemers in verband met vakverenigingsake te ondervra;
(*b*) nuwe lede te werf;
(*c*) kennisgewings van die vakvereniging op te plak en te distribueer;
(*d*) ledegelde in te vorder; of
(*e*) enige ander vakverenigingsake te behandel.

22. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel om te help by die toepassing van die bepalings van hierdie Ooreenkoms en elke werkgewer en werknemer is verplig om sulke agent toe te staan om sulke navrae te doen en sulke boeke en dokumente te ondersoek wat nodig mag wees vir die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

23. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

Geen werkgewer mag enige persoon onder die ouderdom van 15 jaar in diens hê nie.

24. KLANTE LOK VERBODE.

Geen werkgewer kan van enige werknemer vereis of hom toestaan om klante te lok nie.

25. AANTEKENINGS HOU.

Aantekenings met betrekking tot besoldiging wat betaal moet word, tyd wat gewerk moet word, of sodanige ander besonderhede soos vereis word om gehou te word kragtens en ooreenkomstig artikel *sewe-en-vyftig* van die Nywerheid-versoeningswet, 1937, en Aanhangsel G hiervan, moet deur die werkgewer daagliks leesbaar met ink ingeskryf word en die genoemde aantekenings moet op versoek van 'n agent van die Raad vir inspeksie voorgelê word. Daardie aantekenings moet vir 'n tydperk van drie jaar na die voorval van die gebeurtenisse wat aangeteken is bewaar word en moet te enige tyd binne daardie tydperk vir inspeksie beskikbaar gehou word.

Namens die partye, hede die 16de dag van Mei 1951 in Johannesburg onderteken.

Behoorlik daartoe deur die Raad gemagtig.

B. WEINBREN,
Voorsitter van die Raad.

J. MYBURGH,
Ondervoorsitter van die Raad.

REG. N. B. SMITH,
Sekretaris van die Raad.

18. VICTIMISATION.

Attention is drawn to the provisions of section *sixty-six* 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 *fifty-eight* of the Act, and a copy of this Agreement.

20. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employer 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.

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.

This sub-section will 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 fourteen days.

(2) Each 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, 3 New Era Buildings, 12 De Villiers Street, Johannesburg, by the tenth day of each month.

(3) Provided that the provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused invitation from the trade union concerned to become a member of it, the provisions of this section 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 native shop or eating-house outside the employees' ordinary working hours or during the lunch hour 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 tems 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 *fifty-seven* of the Industrial Conciliation Act, 1937, 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.

Signed at Johannesburg, on behalf of the parties, on the 16th May, 1951.

Duly authorised thereto by the Council.

B. WEINBREN,
Chairman of the Council.

J. MYBURGH,
Vice-Chairman of the Council.

REG. N. B. SMITH,
Secretary of the Council.

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