

BUITENGEWONE



EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA
THE UNION OF SOUTH AFRICA

Government Gazette

[As 'n Nuusblad by die Poskantoor Geregistreer.]

[Registered at the General Post Office as a Newspaper.]

VOL. CLXIII.]

PRYS 6d.

PRETORIA, 2 MAART 1951.
2 MARCH

PRICE 6d.

[No. 4556.]

Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

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

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 518.] [2 Maart 1951.
NYWERHEID-VERSOENINGSWET, 1937.

TEEKAMER-, RESTAURANT- EN VERVERSINGS-
BEDRYF, PRETORIA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Teekamer-, Restaurant- en Verversingsbedryf betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag bindend is op die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of vereniging;
- (b) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 20 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebied van Pretoria; en
- (c) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 18 en 20 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag in die munisipale gebied van Pretoria *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf, wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 518.] [2 March 1951
INDUSTRIAL CONCILIATION ACT, 1937.

TEAROOM, RESTAURANT AND CATERING
TRADE, PRETORIA.

I, BAREND JACOBUS SCHOEMAN, 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 appear in the Schedule hereto and which relates to the Tearoom, Restaurant and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade 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 20 (inclusive), of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the municipal area of Pretoria; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Pretoria, and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday the provisions contained in clauses 3 to 18 (inclusive), and 20 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE TEEKAMER-, RESTAURANT- EN VERVERSINGSBEDRYF, PRETORIA.

OOREENKOMS

ragtens die bepalinge van die Nywerheid-versoeningswet, 1937, aangegaan deur en tussen die

„Pretoria Caterers' Association”

nierna genoem die „werkgewers”, of die „werkgewers-organisatie”), aan die een kant, en die

„Pretoria Catering Employees' Trade Union”

nierna genoem die „werknemers”, of die „vakvereniging”), aan die ander kant,

dat die partye is by die Nywerheidsraad vir die Teekamer-, Restaurant- en Verversingsbedryf, Pretoria.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die munisipale gebied Pretoria nagekom word deur alle werkgewers en werknemers in die Teekamer-, Restaurant- en Verversingsbedryf, wat lede van die werkgewersorganisatie en die vakvereniging is.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister vasstel ingevolge subartikel (1) van artikel agt-en-eertig van die Wet, en bly van krag vir twee jaar of vir sodanige tydperk wat hy mag vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik word in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; by verwysing na 'n Wet, is ook alle wysigings van sodanige Wet inbegrepe en behalwe waar 'n ander bedoeling blyk, sluit woorde, wat die namlake geslag aandui, vrouens in; voorts, tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;
„kantienman”, 'n werknemer, behalwe 'n kelner, of 'n wynkelner, wat uitsluitlik of hoofsaaklik in diens is vir die verskaffing van drank vanuit 'n kantien, of oor 'n toonbank, aan 'n kelner of 'n wynkelner vir klante in 'n restaurant, verversings- of teekamer;
„kantienman, gekwalifiseer”, 'n kantienman met minstens vier jaar ervaring;
„kantienman, ongekwalifiseer”, 'n kantienman met minder as vier jaar ervaring;
„keteloppasser”, 'n werknemer wat uitsluitlik of hoofsaaklik 'n stoomketel en die waterstand en stoomdruk op peil hou;
„kassier”, 'n werknemer, behalwe 'n toonbankbediende, wat uitsluitlik of hoofsaaklik kontant van klante ontvang;
„kassier, gekwalifiseer”, 'n kassier met minstens twaalf maande ervaring;
„kassier, ongekwalifiseer”, 'n kassier met minder as twaalf maande ervaring;
„loswerknemer”, 'n werknemer vir hoogstens vyf dae in 'n week by dieselfde werkgever in diens;
„klerklike werknemer”, 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk, tikwerk, of ander vorm van klerklike werk verrig en sluit 'n magasynmeester, versendingsklerk en telefonis in;
„klerklike werknemer, gekwalifiseer”, 'n klerklike werknemer met minstens twaalf maande ervaring;
„klerklike werknemer, ongekwalifiseer”, 'n klerklike werknemer met minder as twaalf maande ervaring;
„kok”, 'n werknemer, behalwe 'n roosterbediende, spensbediende, kelner of kombuisbediende, wat kos berei en/of kook;
„kok, graad I”, 'n kok met minstens drie jaar ervaring en wat vir die werkgewers in die kombuis van 'n inrigting waar meer as een gekwalifiseerde kok werksaam is, aanwysings vir die werk gee en daarvoor toesig hou;
„kok, graad II, gekwalifiseer”, 'n kok met minstens agtien maande ervaring;
„kok, graad II, ongekwalifiseer”, 'n kok met minder as agtien maande ervaring;
„toonbankbediende”, 'n werknemer wat by 'n toonbank etes en/of verversings, behalwe drank, verkoop, en wat kontant kan aanneem; vir die toepassing van hierdie woordbepaling, sluit die uitdrukking „toonbank” 'n sodawaterdrankebuffet en 'n melkbuffet in;
„toonbankbediende, gekwalifiseer”, 'n toonbankbediende met minstens twaalf maande ervaring;
„toonbankbediende, ongekwalifiseer”, 'n toonbankbediende met minder as twaalf maande ervaring;
„dag”, met betrekking tot 'n werknemer, 'n tydperk van vier-en-twintig agtereenvolgende ure wat of om 12-uur middag, of om middernag begin;
„noodwerk”, alle werk wat weens oorsake soos brand, storm, ongeval, gewelddaad, of diefstal sonder versuim gedoen moet word;
„inrigting”, alle persele waarin of in verband waarmee, een of meer werknemers in die Teekamer-, Restaurant- en Verversingsbedryf in diens is;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA.

AGREEMENT

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

Pretoria Caterers' Association

(hereinafter referred to as the “employers” or the “employers' organization”), of the one part, and the

Pretoria Catering Employees' Trade Union

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

being the parties to the Industrial Council for the Tearoom, Restaurant and Catering Trade, Pretoria.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the municipal area of Pretoria by all employers and employees in the Tearoom, Restaurant and Catering Trade who are members of the employers' organization and the trade union.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for two years or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions which are used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, 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;

“barman” means an employee, other than a waiter or a wine steward, who is wholly or mainly engaged in the supply of liquor from a bar or counter to a waiter or a wine steward for customers in a restaurant, refreshment or tearoom;

“barman, qualified,” means a barman who has had not less than four years' experience;

“barman, unqualified,” means a barman who has had less than four years' experience;

“boiler attendant” means an employee wholly or mainly engaged in firing a boiler and maintaining the water-level and steam pressure;

“cashier” means an employee other than a counterhand wholly or mainly engaged in receiving cash from customers;

“cashier, qualified,” means a cashier who has had not less than twelve months' experience;

“cashier, unqualified,” means a cashier who has had less than twelve months' experience;

“casual employee” means an employee employed by the same employer for not longer than five days in any week;

“clerical employee” means an employee wholly or mainly engaged in writing, typing or other form of clerical work and includes a storeman, despatch clerk and telephone operator;

“clerical employee, qualified,” means a clerical employee who has had not less than twelve months' experience;

“clerical employee, unqualified,” means a clerical employee who has had less than twelve months' experience;

“cook” means an employee, other than a grill-hand, pantry-hand, waiter or kitchen-hand, engaged in the preparation and/or cooking of food;

“cook, first grade,” means a cook who has had not less than three years' experience and who directs and supervises the work of employees in the kitchen of an establishment where more than one qualified cook is employed;

“cook, second grade, qualified,” means a cook who has had not less than eighteen months' experience;

“cook, second grade, unqualified,” means a cook who has had less than eighteen months' experience;

“counterhand” means an employee who is engaged at a counter in selling meals and/or refreshment other than liquor, and who may take cash; for the purposes of this definition the expression “counter” includes a soda fountain and a milk-bar;

“counterhand, qualified,” means a counterhand who has had not less than twelve months' experience;

“counterhand, unqualified,” means a counterhand who has had less than twelve months' experience;

“day” means, in relation to an employee, a period of twenty-four consecutive hours commencing either from noon or midnight;

“emergency work” means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay;

“establishment” means any premises in or in connection with which one or more employees are employed in the Tearoom, Restaurant and Catering Trade;

„ervaring” —

- (a) met betrekking tot 'n kassier, die totale tydperk, of tydperke, voltydse diens in die werksaamhede van 'n kassier, of 'n toonbankbediende in 'n winkel, of van 'n kassier, kelner, of toonbankbediende in die teekamer-, restaurant- en verversingsbedryf;
- (b) met betrekking tot 'n klerklike werknemer, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n klerklike werknemer in enige bedryf, of afdeling van 'n bedryf;
- (c) met betrekking tot 'n toonbankbediende, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n toonbankbediende in 'n winkel, of in die teekamer-, restaurant- en verversingsbedryf;
- (d) met betrekking tot 'n kok, of kelner, die totale tydperk of tydperke voltydse diens in die werksaamhede onderskeidelik van 'n kok, of kelner, in 'n hotel of losieshuis, of in die teekamer-, restaurant- en verversingsbedryf;
- (e) met betrekking tot 'n kantienman, of wynkelner, die totale tydperk, of tydperke, voltydse diens in die werksaamhede onderskeidelik van 'n kantienman, of wynkelner, in die teekamer-, restaurant- en verversingsbedryf, of in enige tak van die drankbedryf;
- (f) met betrekking tot 'n roosterbediende, die totale tydperk, of tydperke, voltydse diens as 'n roosterbediende in die teekamer-, restaurant- en verversingsbedryf;

„roosterbediende”, 'n werknemer wat uitsluitlik of hoofsaaklik geroosterde etes berei en wat buitendien vis en aartappelsnyls kan bak, eiers kook, melk kook, brood rooster, asook tee of dergelike drankte maak en sluit 'n personeelkok in.

„roosterbediende, gekwalifiseer”, 'n roosterbediende met minstens twaalf maande ervaring;

„roosterbediende, ongekwalifiseer”, 'n roosterbediende met minder as twaalf maande ervaring;

„kombuisbediende”, 'n werknemer wat, onder toesig van die kok, die kook van groente versorg, vleis of pluimvee met vet bedruip, vis en aartappelsnyls bak, melk kook, brood rooster, asook tee, koffie en dergelike drankte maak en buitendien urns en waterketels, of 'n wasmasjien kan versorg;

„arbeider”, 'n werknemer wat een, of meer, van ondervermelde werksaamhede verrig:—

- (a) Gerei, meubels, persele, voertuie, groente, vis, pluimvee, of ander artikels skoonmaak;
- (b) goedere, eetware, of ander artikels dra, verplaas, of stapel; maar nie die dra van maaltye of verversings na klante in 'n inrigting nie;
- (c) briewe, boodskappe, skinkborde met maaltye, tee, toe-broodjies, kosmandjies, of goedere te voet, of met 'n fiets, driewieler, of handvoertuig aflewer;
- (d) pluimvee skoonmaak; groente, of vrugte afskil, of opsnij; water kook;
- (e) vure maak, of vure onderhou, behalwe van 'n stoomketel; vuilgoed, of as verwyder;
- (f) diere of pluimvee versorg; diere uit- of inspan;
- (g) eiendom bedags bewaak;

„drank”, „bedwelkende drank”, soos bepaal in artikel honderd vyf-en-sewentig van die Drankwet, 1928;

„bestuurder”, 'n werknemer wat beheer het oor 'n inrigting waarin minstens vyf werknemers in diens is;

„motorvoertuig”, elke voertuig wat ontwerp of bedoel is vir voorbeweging deur ander krag as dié van mens of dier en vir die vervoer van goedere gebruik word;

„motorvoertuigbestuurder”, 'n werknemer wat uitsluitlik, of hoofsaaklik, 'n motorvoertuig bestuur, of ander werk in verband met die voertuig, of die vrag, verrig;

„spensbediende”, 'n werknemer wat dranksoorte, behalwe sterk drank, meng, koue geregte berei, opskep, botter- en konfytskottels en peper- en soutstelletjies volmaak, breekgoed, tafelgerei, glasgoed, tafellinne en spensbenodigdhede beheer; wasmasjien bedien en op behoeftes aan groente, vrugte en voorrade let;

„deeltydse tafelbediende”, 'n tafelbediende in 'n restaurant, behalwe 'n teaterrestaurant, by die week in diens vir hoogstens vier uur binne 'n werkure-indeling van agt uur binne 'n tydperk van vier-en-twintig uur;

„spesiale verrigting”, 'n onthaal, soos bv. 'n dinee, dans of ontvangs om 'n maatskaplike gebeurtenis op te luister, of 'n geleentheid te vier;

„werknemer vir 'n spesiale verrigting”, 'n werknemer per uur in diens om in verband met 'n spesiale verrigting te werk;

„werkure-indeling”, die tydperk gedurende 'n dag vanaf die tyd wat 'n werknemer vir die eerste keer begin werk totdat hy vir daardie dag die werk staak;

„personeelkok”, 'n werknemer wat uitsluitlik kos vir die personeel van 'n inrigting berei en/of kook;

„opsigter”, 'n werknemer wat uitsluitlik, of hoofsaaklik, klante se sitplekke aanwys en toesig hou op die bediening van klante in 'n inrigting en wat in beheer kan wees van 'n inrigting waarin minder as 5 werknemers in diens is;

„experience” means—

- (a) in relation to a cashier, the total period or periods of full-time employment in the duties of a cashier or a counterhand in a shop or of a cashier, waiter or counterhand in the Tearoom, Restaurant and Catering Trade;
- (b) in relation to a clerical employee, the total period or periods of full-time employment in the duties of a clerical employee in any trade or section of a trade;
- (c) in relation to a counterhand, the total period or periods of full-time employment in the duties of a counterhand in a shop or in the Tearoom, Restaurant and Catering Trade;
- (d) in relation to a cook or waiter, the total period or periods of full-time employment in the duties of a cook or waiter respectively in a hotel or boarding house or in the Tearoom, Restaurant and Catering Trade;
- (e) in relation to a barman or wine steward, the total period or periods of full-time employment in the duties of a barman or wine steward respectively in the Tearoom, Restaurant and Catering Trade or in any branch of the Liquor Trade;
- (f) in relation to a grill-hand, the total period or periods of full-time employment as a grill-hand in the Tearoom, Restaurant and Catering Trade;

„grill-hand” means an employee wholly or mainly engaged in making grills; and who may in addition fry fish and chipped potatoes, cook eggs, boil milk, make toast, tea or similar beverages, and includes a staff cook;

„grill-hand, qualified,” means a grill-hand who has had not less than twelve months' experience;

„grill-hand, unqualified,” means a grill-hand who has had less than twelve months' experience;

„kitchen-hand” means an employee who, under the supervision of a cook attends to vegetables in the process of cooking, bastes meat or poultry, boils milk, makes toast, tea, coffee or similar beverages and who may in addition attend to urns and water boilers or a washing-up machine;

„labourer” means an employee engaged in one or more of the following operations:—

- (a) Cleaning utensils, furniture, premises, vehicles, vegetables, fish, poultry or other articles;
- (b) carrying, moving or stacking goods, foodstuffs or other articles; but not including the carrying of meals or refreshments to customers in an establishment;
- (c) delivering letters, messages, trays of meals, tea, sandwiches, hampers or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (d) plucking poultry, peeling or paring vegetables or fruit, boiling water;
- (e) making or maintaining fires other than in connection with a boiler; removing refuse or ashes;
- (f) tending animals or poultry; harnessing or unharnessing animals;
- (g) guarding property by day;

„liquor” means „intoxicating liquor” as defined in section one hundred and seventy-five of the Liquor Act, 1928;

„manager” means an employee who is in charge of an establishment in which not less than five employees are employed;

„motor vehicle” means any vehicle designed or intended for propulsion by power other than human or animal power and used for the conveyance of goods;

„motor vehicle driver” means an employee wholly or mainly engaged in driving a motor vehicle or in other work connected with the vehicle or the load;

„pantry-hand” means an employee engaged in mixing drink other than liquor, preparing cold dishes, dishing out meals, replenishing butter and jam dishes and cruets, keeping control of crockery, cutlery, glassware, napery and pantry requirements; attending to washing machine and attending to requirements in respect of vegetables, fruit and stores;

„part-time waiter” means a waiter in a restaurant, other than a theatre restaurant, employed by the week for not more than four hours within a spreadover of eight hours in any period of twenty-four hours;

„special function” means an entertainment such as dinner, dance or reception for the purpose of marking a social event or celebrating an occasion;

„special function employee” means an employee employed by the hour to work in connection with a special function;

„spreadover” means the period in any day from the time an employee first commences work until he finishes work for that day;

„staff cook” means an employee engaged in the preparation and/or cooking of food exclusively for the staff of an establishment;

„supervisor” means an employee wholly or mainly engaged in showing customers to seats and supervising the service to customers in an establishment, and who may be in charge of an establishment in which less than five employees are employed;

"Teekamer-, Restaurant- en Verversingsbedryf", die bedryf deur 'n werkgewer uitgeoefen ingevolge 'n restaurant-, verversings- of teekamerhouserslisensie kragtens Item No. 20 van deel I van die Tweede Bylae van die Licenties Konsolidatiewet, 1925, en sy werknemers wat die bedrywighede verrig wat ingevolge sodanige lisensie gemagtig is; en ingeval genoemde werkgewer ook die houer is van 'n dranklisensie kragtens die Drankwet, 1928, wat die verskaffing van drank in sy restaurant-, verversings- of teekamer toelaat, sluit dit sodanige verskaffing aan die klante daarin deur sodanige werkgewer en sy werknemer in;

"deeltydse teatertoonbankbediende", of "deeltydse teaterkelder", 'n werknemer wat hoogstens vier uur op 'n dag onderskeidelik as 'n toonbankbediende, of kelder, gedurende die tydperk van 'n vertoning in 'n teater werksaam is;

"teaterverkoper", 'n werknemer, behalwe 'n deeltydse teatertoonbankbediende of 'n deeltydse teaterkelder wat gedurende die tydperk van 'n vertoning in 'n teater verversings verkoop;

"lone", daardie gedeelte van die besoldiging wat ten opsigte van die gewone werkure genoem in klousule 7 (2) in kontant aan 'n werknemer betaal moet word;

"kelder", 'n manlike, of vroulike, werknemer, behalwe 'n wynkelder, of 'n toonbankbediende, wat uitsluitlik of hoofsaaklik tafels dek, of afdek, maaltye of verversings aan klante opdien, tafelgereedskap en/of breekgoed nasien, linne heelmaak, en betaling kan aanneem vir elke bestelling wat hy neem of uitvoer, slaaskottels, toebroodjies, geroosterde brood, tee of dergelike drankke maak en sluit 'n spensbediende en 'n toebroodjiemaker in;

"tafelbediende, gekwalifiseer", 'n tafelbediende met minstens twaalf maande ervaring;

"tafelbediende, ongekwalifiseer", 'n tafelbediende met minder as twaalf maande ervaring;

"werknemer by die week" 'n werknemer wat per week betaal word;

"wynkelder", 'n werknemer wat klante in 'n restaurant, verversings- of teekamer van drank bedien;

"wynkelder, gekwalifiseer", 'n wynkelder met minstens twaalf maande ervaring;

"wynkelder, ongekwalifiseer", 'n wynkelder met minder as twaalf maande ervaring.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elkeen van die ondervermelde klasse van sy werknemers moet betaal, is as volg:—

(A) Voltydse werknemers.		Per week.
Klas werknemer.		£ s. d.
Kantienman, gekwalifiseer.....		4 13 6
Kantienman, ongekwalifiseer—		
Gedurende die eerste twee jaar ervaring....		2 6 2
Gedurende die derde jaar ervaring.....		3 9 3
Gedurende die vierde jaar ervaring.....		3 19 7
Kassier, gekwalifiseer.....		2 10 9
Kassier, ongekwalifiseer—		
Gedurende die eerste ses maande ervaring		2 3 10
Gedurende die tweede ses maande ervaring		2 8 6
Klerklike werknemer, gekwalifiseer.....		2 9 7
Klerklike werknemer, ongekwalifiseer—		
Gedurende die eerste ses maande ervaring..		2 3 10
Gedurende die tweede ses maande ervaring		2 8 6
Kok graad I.....		2 14 3
Kok graad II, gekwalifiseer.....		2 6 2
Kok graad II, ongekwalifiseer—		
Gedurende die eerste ses maande ervaring..		1 18 1
Gedurende die tweede ses maande ervaring		2 1 6
Gedurende die derde ses maande ervaring..		2 3 10
Toonbankbediende, gekwalifiseer.....		2 9 7
Toonbankbediende, ongekwalifiseer—		
Gedurende die eerste ses maande ervaring..		2 3 10
Gedurende die tweede ses maande ervaring		2 8 6
Roosterbediende, gekwalifiseer.....		2 1 3
Roosterbediende, ongekwalifiseer—		
Gedurende die eerste ses maande ervaring..		1 12 4
Gedurende die tweede ses maande ervaring		1 16 1
Kombuisbediende.....		1 6 6
Arbeider.....		1 0 0
Bestuurder.....		4 16 11
Motorvoertuigbestuurder.....		3 10 0
Nagwag.....		1 6 6
Spensbediende.....		2 9 7

Werknemer vir spesiale werk.

Voor middernag.		Na middernag.
Per uur vir die eerste twee uur.	Per uur vir elke uur bo twee uur.	Per uur.
s. d.	s. d.	s. d.
2 6	2 0	2 6

met 'n minimum betaling van minstens 7s. 6d. ten opsigte van 'n dienstrydperk op 'n dag.

"Tearoom, Restaurant and Catering Trade" means the trade carried on by an employer in terms of a Restaurant, Refreshment or Tearoom Keeper's Licence under Item 20 of Part I of the Second Schedule to the Licences Consolidation Act, 1925, and his employees engaged in the activities authorized under such licence; and where the said employer is also the holder of a liquor licence under the Liquor Act, 1928, permitting the supply of liquor in his restaurant, refreshment or tearoom, it includes such supply to the customers therein by such employer and his employee;

"theatre part-time counterhand" or "theatre part-time waiter" means an employee employed for not more than four hours on any day as a counterhand or waiter respectively at a theatre during the period of a performance;

"theatre vendor" means an employee other than a theatre part-time counterhand or a theatre part-time waiter, who sells refreshments during the period of a performance at a theatre;

"wages" means that portion of the remuneration payable in money to an employee in respect of ordinary hours of work referred to in clause 7 (2);

"waiter" means a male or female employee other than a wine steward or a counterhand, who is wholly or mainly engaged in setting or clearing tables, serving meals or refreshments to customers, checking cutlery and/or crockery, mending linen, and who may receive payment for any order taken or executed by him, make salads, sandwiches, toast, tea or similar beverages and includes a pantry-hand and a sandwich maker;

"waiter, qualified," means a waiter who has had not less than twelve months' experience;

"waiter, unqualified," means a waiter who has had less than twelve months' experience;

"weekly employee" means an employee who is paid by the week;

"wine steward" means an employee who serves liquor to customers in a restaurant, refreshment or tearoom;

"wine steward, qualified," means a wine steward who has had not less than twelve months' experience;

"wine steward, unqualified" means a wine steward who has had less than twelve months' experience.

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees, shall be as follows:—

(A) Full-time Employees.		Per Week.
Class of Employee.		£ s. d.
Barman, qualified.....		4 13 6
Barman, unqualified—		
During the first two years of experience.....		2 6 2
During the third year of experience.....		3 9 3
During the fourth year of experience.....		3 19 7
Cashier, qualified.....		2 10 9
Cashier, unqualified—		
During first six months of experience.....		2 3 10
During second six months of experience....		2 8 6
Clerical employee, qualified.....		2 9 7
Clerical employee, unqualified—		
For the first six months of experience.....		2 3 10
For the second six months of experience....		2 8 6
Cook, first grade.....		2 14 3
Cook, second grade, qualified.....		2 6 2
Cook, second grade, unqualified—		
During the first six months of experience....		1 18 1
During the second six months of experience		2 1 6
During the third six months of experience..		2 3 10
Counterhand, qualified.....		2 9 7
Counterhand, unqualified—		
During the first six months of experience....		2 3 10
During the second six months of experience.		2 8 6
Grill-hand, qualified.....		2 1 3
Grill-hand, unqualified—		
During the first six months of experience..		1 12 4
During the second six months of experience		1 16 1
Kitchen-hand.....		1 6 6
Labourer.....		1 0 0
Manager.....		4 16 11
Motor vehicle driver.....		3 10 0
Night watchman.....		1 6 6
Pantry-hand.....		2 9 7
Special function employee.		

Before Midnight.		After Midnight.
Per Hour for the First Two Hours.	Per Hour for Each Hour in Excess of Two Hours.	Per Hour.
s. d.	s. d.	s. d.
2 6	2 0	2 6

with a minimum payment of not less than 7s. 6d. in respect of any period of employment in any day.

	Per week.
	£ s. d.
Opsigter.....	2 17 8
Wynkelner, gekwalifiseer.....	2 9 7
Wynkelner, ongekwalifiseer—	
Gedurende die eerste ses maande ervaring..	2 3 10
Gedurende die tweede ses maande ervaring	2 8 6
Kelner, gekwalifiseer.....	2 9 7
Kelner, ongekwalifiseer—	
Gedurende die eerste ses maande ervaring..	2 3 10
Gedurende die tweede ses maande ervaring	2 8 6

(B) Los werknemers.

Klas werknemer.	Vier uur diens, of minder, per dag.	Meer as 4 uur diens maar hoog- stens 8 uur, per dag.	Vir elke uur, of gedeelte van 'n uur diens bo 8 uur, per dag.
	s. d.	£ s. d.	s. d.
Kantienman.....	15 8	1 0 10	5 0
Kok.....	16 6	1 1 0	4 0
Kelner.....	8 3	0 12 0	3 0
Kassier—			
Manlik.....	15 0	1 5 0	6 6
Vroulik.....	12 6	1 0 0	3 0
Klerklike werk- nemer.....	8 3	0 12 6	2 6
Toonbankbediende	8 3	0 12 6	2 6
Bestuurder.....	16 2	1 5 0	7 6
Motorvoertuigbe- bestuurder.....	11 8	0 15 7	5 0
Opsigter.....	12 6	1 0 0	6 6
Wynkelner.....	8 3	0 12 6	2 6
Spensbediende....	8 3	0 12 6	2 6
Alle ander los werk- nemers, behalwe arbeiders nie elders hier genoem nie....	7 0	0 10 0	2 0
Arbeiders—			
Vir agt uur diens, of minder.....	—	0 5 4	—
Vir elke uur, of gedeelte van 'n uur diens bo agt uur.....	—	0 1 2	—

(C) Deeltydse werknemers.

	Per week.
	£ s. d.
Deeltydse kelner.....	1 16 11
Deeltydse teatertoonbankbediende.....	1 6 7
Deeltydse teaterkelner.....	1 0 0
Teaterverkoper.....	0 18 0

(D) 'n Werknemer nie elders in hierdie subklousule gespesifiseer nie.....

	Per week.
	£ s. d.
	1 16 11

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule, word dit beskou dat 'n werknemer 'n werknemer by die werk is, tensy hy binne die woordbepaling van „los werknemer” of „werknemer vir spesiale verrigtings” val en behoudens soos bepaal in subklousule (4) en klousule 6 (5) wat ten opsigte van 'n week minstens die volle weekloon betaal moet word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone ure soos in klousule 7 (2) vir 'n week voorgeskryf, of minder, gewerk het.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in klousule 8 genoem, mag nie later as die laaste werkdag voor die aanvang van sodanige verlof betaal word nie.

(4) *Differensiële lone*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis, of hom toestaan, om langer as een uur, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander soort te verrig waarvoor in subklousule (1) 'n hoër loon voorgeskryf word, moet sodanige werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig teen die hoër loon betaal; met dien verstande dat waar die verskil tussen klasse ingevolge subklousule (1) op ouderdom of ervaring berus is, die bepaling van hierdie subklousule nie van toepassing is nie.

(5) *Berekening van dagloon*.—Vir die toepassing van subklousule (4), is die loon ten opsigte van 'n dag betaalbaar minstens een-sesde van die loon wat in subklousule (1) voorgeskryf word vir die hoër betaalde werk wat verrig is.

(6) *Berekening van maandloon*.—Waar die bedrag aan 'n werknemer verskuldig, ingevolge klousule 4 (1) maandeliks betaal word, moet dit bereken word teen die tarief van vier-en-een-derdemaal die weekloon wat ingevolge subklousule (1) op sodanige werknemer van toepassing is.

5. LEWENSKOSTETOELAE.

Elke werknemer moet deur sy werkgewer tegelyk met sy ander besoldiging 'n Lewenskostetoelae betaal word wat gelyk is aan dié soos voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos gewysig.

	Per Week.
	£ s. d.
Supervisor.....	2 17 8
Wine steward, qualified.....	2 9 7
Wine steward, unqualified—	
During the first six months of experience..	2 3 10
During the second six months of experience	2 8 6
Waiter, qualified.....	2 9 7
Waiter, unqualified—	
During the first six months of experience..	2 3 10
During the second six months of experience	2 8 6

(B) Casual Employees.

Class of Employee.	Four Hours Employment or less per Day.	Over 4 Hours Employment but not exceeding 8 Hours per Day.	For Each Hour or Part thereof of Employ- ment in excess of 8 Hours per Day.
	s. d.	£ s. d.	s. d.
Barman.....	15 8	1 0 10	5 0
Cook.....	16 6	1 1 0	4 0
Waiter.....	8 3	0 12 0	3 0
Cashiers—			
Male.....	15 0	1 5 0	6 6
Female.....	12 6	1 0 0	3 0
Clerical employee..	8 3	0 12 6	2 6
Counterhand.....	8 3	0 12 6	2 6
Manager.....	16 2	1 5 0	7 6
Motorvehicledriver	11 8	0 15 7	5 0
Supervisor.....	12 6	1 0 0	6 6
Wine steward.....	8 3	0 12 6	2 6
Pantry-hand.....	8 3	0 12 6	2 6
All other casuals not hereinbefore specified other than labourers..	7 0	0 10 0	2 0
Labourers—			
For eight hours employment or less.....	—	0 5 4	—
For each hour or part thereof of employment in excess of eight hours.....	—	0 1 2	—

(C) Part-time employees.

	Per Week.
	£ s. d.
Part-time waiter.....	1 16 11
Theatre part-time counterhand.....	1 6 7
Theatre part-time waiter.....	1 0 0
Theatre vendor.....	0 18 0

(D) An employee not elsewhere specified in this sub-clause.....

	Per Week.
	£ s. d.
	1 16 11

(2) *Basis of Contract*.—For the purposes of this clause an employee shall be deemed to be a weekly employee, unless he falls within the definition “casual employee” or “special function employee” and save as provided in sub-clause (4) and clause 6 (5) shall be paid in respect of any week not less than the full wage prescribed in sub-clause (1) for an employee of his class, whether he works in that week the maximum number of ordinary hours prescribed for a week in clause 7 (2) or less.

(3) *Leave Remuneration*.—The remuneration in respect of the annual leave referred to in clause 8 shall be paid not later than the last work day before the commencement of such leave.

(4) *Differential Wages*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour either in addition to his own work or in substitution therefor, work of another class for which a higher wage is prescribed in sub-clause (1) shall pay such employee at the higher wage in respect of the whole day on which he performs such work; provided that where the difference between classes is, in terms of sub-clause (1), based on experience or age, the provisions of this sub-clause shall not apply.

(5) *Calculation of Daily Wage*.—For the purpose of sub-clause (4) the wage payable in respect of any one day shall be not less than one-sixth of the weekly wage prescribed in sub-clause (1) for the higher rated work performed.

(6) *Calculation of Monthly Wages*.—Wherever the amount due to an employee is, in terms of clause 4 (1), paid monthly, it shall be calculated at the rate of four and one-third times the weekly wage applicable to such employee in terms of sub-clause (1).

5. COST OF LIVING ALLOWANCES.

Each employee shall be paid by his employer, at the same time as his other remuneration is paid, a cost of living allowance equal to that prescribed in War Measure No. 43 of 1942, as amended.

6. BETALING VAN BESOLDIGING.

(1) Behoudens soos bepaal in klousule 15, is besoldiging ver-skuldig en moet weekliks of maandeliks kontant betaal word gedurende die werkure op die gewone betaaldag van die inrig-tig of by diensbeëindiging as dit voor die gewone betaaldag plaasvind.

(2) *Premies.*—Vir die indiensneming of opleiding van 'n werk-nemer mag nie regstreeks of onregstreeks betaling aan 'n werk-gewer gedoen, of deur hom aangeneem word nie.

(3) *Aankoop van goedere.*—'n Werkgewer kan nie van sy werknemer vereis om van hom, of van 'n winkel of persoon wat hy aanwys goedere te koop nie.

(4) *Kos en huisvesting.*—Elke werknemer is geregtig om maalyte wat binne sy werkure val kosteloos te ontvang bo en behalwe die lone vir sodanige werknemers vasgestel. As sodanige maalyte nie verskaf word, of deur die werknemer aangeneem word nie, moet in plaas daarvan 'n toelae van een sjieling en drie pennies (1s. 3d.) per maaltyd aan alle werknemers, behalwe arbeiders, betaal word. 'n Los arbeider moet ses pennies per maaltyd ontvang as, sodanige maalyte nie verskaf, of deur die werknemer aangeneem word nie. 'n Volydse arbeider moet kos en huisvesting ontvang bo en behalwe die lone wat vir hierdie klas werknemer voorgeskryf is. As kos en/of huisvesting nie aan 'n voltydse arbeider verskaf, of deur hom aangeneem, word nie, moet die werk-gewer hom in plaas van kos minstens vier sjielings en agt pennies per week en in plaas van behuising twee sjielings en vier pennies per week betaal.

(5) *Boetes en kortings.*—'n Werkgewer kan geen boetes van sy werknemer hef, of kortings van sy werknemer se besol-diging aftrek nie, behalwe onderstaande:—

- (a) Met skriftelike toestemming van sy werknemer, 'n kort-ing vir verlof-, siekte-, versekerings-, voorsorg- of pen-sioenfondse;
- (b) behoudens soos bepaal in klousule 10 (1), as sy werk-nemer van werk wegbly, of weens ongeval of siekte af-wesig is, 'n korting in verhouding tot sodanige afwesig-heidstydperk;
- (c) bydraes aan die Raadsfonds ingevolge klousule 17, en ledegelde aan die vakvereniging ingevolge klousule 22;
- (d) 'n korting van elke bedrag wat die werkgewer krag-tens 'n wet, of 'n bevel van 'n bevoegde hof verplig of toegestaan is om af te trek.

7. GETAL WERKDAE EN WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYD.

(1) *Getal werkdae.*—'n Werknemer mag nie op meer as ses dae per week werk nie.

(2) *Gewone werkure.*—Die gewone werkure mag nie meer wees nie as—

- (a) in die geval van 'n werknemer, behalwe 'n los werk-nemer, of deeltydse werknemer, kombuisbediende, 'n arbeider en 'n motorvoertuigbestuurder—
 - (i) ses-en-veertig in 'n week;
 - (ii) agt en een-sesde per dag op vyf dae in 'n week en vyf en een-sesde op die ander dag;
- (b) in die geval van 'n kombuisbediende, 'n arbeider en 'n motorvoertuigbestuurder—
 - (i) vyftig in 'n week;
 - (ii) nege op 'n dag op vyf dae in 'n week; en vyf op die ander dag;
- (c) in die geval van 'n los werknemer, agt op 'n dag;
- (d) in die geval van 'n deeltydse werknemer, vier op 'n dag.

(3) *Etenstye.*—Vir elke etenstyd wat binne die werkure van 'n werknemer val, moet die werkgewer sy werknemer 'n onder-breking van minstens 'n halfuur toestaan waarin geen werk verrig mag word nie, en sodanige onderbreking mag nie as deel van die gewone tyd of oortyd gereken word nie.

(4) *Oortyd.*—Alle tyd wat bo dié in subklousule (2) voor-geskrewe maksimum getal gewone ure gewerk word, moet as oortyd gereken word.

(5) *Beperking van oortyd.*—'n Werkgewer kan nie van sy werknemer vereis, of hom toestaan, om langer oortyd te werk nie as—

- (a) ses uur in 'n week;
- (b) twee uur op 'n dag;

(6) *Betaling vir oortyd.*—'n Werkgewer moet elkeen van sy werknemers, wat oortyd werk, minstens onderstaande betaal—

- (a) in die geval van 'n werknemer, behalwe 'n los werk-nemer, kombuisbediende, arbeider en motorvoertuig-bestuurder, een en een-derdemaal die weekloon in klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas gedeel deur 46, vir elke uur, of gedeelte van 'n uur, aldus gewerk;
- (b) in die geval van 'n kombuisbediende, arbeider, en motorvoertuigbestuurder, behalwe 'n los werknemer, een en een-derdemaal die weekloon in klousule 4 (1) voor-geskryf vir 'n werknemer van sy klas gedeel deur 50 vir elke uur, of gedeelte van 'n uur, aldus gewerk.

6. PAYMENT OF REMUNERATION.

(1) Save as provided in clause 15, remuneration shall become due and be paid in cash either weekly or monthly during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day.

(2) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

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

(4) *Board and Lodging.*—Each employee shall be entitled to receive free of charge meals which fall within his working hours in addition to the wages prescribed for such employee. Where such meals are not provided or accepted by the employee an allowance of one shilling and threepence (1s. 3d.) per meal shall be paid to all employees other than labourers in lieu thereof. A casual labourer shall receive sixpence per meal where such meals are not provided or accepted by the employee. A full-time labourer shall receive board and lodging in addition to the wages prescribed for this class of employee. If board and/or lodging is not provided to or accepted by a full-time labourer an employer shall pay to him not less than four shillings and eightpence per week in lieu of board and two shillings and fourpence per week in lieu of lodging.

(5) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deduction from his employee's remuneration other than the follow-ing:—

- (a) With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension funds.
- (b) Save as provided in clause 10 (1) when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence.
- (c) Contributions towards the Council funds in terms of clause 17, and subscriptions to the trade union in terms of clause 22.
- (d) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.

7. NUMBER OF DAYS AND HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Number of Work Days.*—An employee shall not work on more than six days in a week.

(2) *Ordinary Hours of Work.*—The ordinary hours of work shall not exceed—

- (a) in the case of an employee other than a casual or part-time employee, kitchen-hand, a labourer and a motor vehicle driver—
 - (i) forty-six in any week;
 - (ii) eight and one-sixth per day on five days in any week and five and one-sixth on the remaining day;
- (b) in the case of a kitchen-hand, a labourer and a motor vehicle driver—
 - (i) fifty in any week;
 - (ii) nine per day on five days in any week and five or the remaining day;
- (c) in the case of a casual employee, eight in any day
- (d) in the case of a part-time employee, four in any day

(3) *Meal-breaks.*—For each meal time which occurs during the hours of work of an employee, the employer shall allow his employee a break of not less than half an hour during which no work shall be performed, and such break shall not be deemed to be part of the ordinary hours of work or over-time.

(4) *Overtime.*—All time worked in excess of the maximum number of ordinary hours prescribed in sub-clause (2) shall be deemed to be overtime.

(5) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than—

- (a) six hours in any week;
- (b) two hours in any day.

(6) *Payment for Overtime.*—An employer shall pay to each of his employees who works overtime not less than—

- (a) in the case of an employee other than a casual employee kitchen-hand, labourer and motor vehicle driver, one and a third times the weekly wage prescribed for an employee of his class in clause 4 (1) divided by 46 for each hour or part of an hour so worked;
- (b) in the case of a kitchen-hand, labourer and motor vehicle driver other than a casual employee, one and a third times the weekly wage prescribed for an employee of his class in clause 4 (1) divided by 50 for each hour or part of an hour so worked.

(7) *Werkure-indeling*.—Die gewone werkure en alle oortyd van 'n werknemer moet voltooi word en alle etenstye moet ingegrepe wees in 'n werkure-indeling van:—

- (a) In die geval van 'n werknemer, behalwe 'n kombuisbediende en 'n arbeider, twaalf agtereenvolgende ure;
- (b) in die geval van 'n kombuisbediende en arbeider, veertien agtereenvolgende ure.

(8) *Voorbehoud*.—Die bepalings van hierdie klousule is nie op 'n werknemer wat noodwerk verrig, of op 'n nagwag, van toepassing nie.

8. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in paragraaf (c) van die voorbehoudsbepaling by klousule 9, is 'n werknemer, behalwe 'n los werknemer, 'n werknemer vir spesiale verrigtings en 'n teaterverkoper geregtig tot, en moet toegestaan word, twee agtereenvolgende weke afwesigheidsverlof met volle betaling ten opsigte van die eerste volle diensjaar by dieselfde werkgever en tot drie agtereenvolgende weke afwesigheidsverlof met volle betaling vir elke volgende diensjaar by dieselfde werkgever.

(2) Die verlof wat in subklousule (1) genoem word, moet toegestaan word op 'n tydstop wat deur sy werkgever vasgestel word; met dien verstande dat—

- (i) as sodanige verlof nie eerder toegestaan is nie, dit toegestaan moet word om binne twee maande na voltooiing van die betrokke diensjaar te begin;
- (ii) die tydperk van sodanige verlof nie met 'n tydperk wanneer die werknemer ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan, mag saamval nie;
- (iii) as 'n publieke vakansiedag binne die tydperk van sodanige verlof val, sodanige dag as 'n verdere verloftydperk met volle betaling by genoemde tydperk gevoeg moet word;
- (iv) 'n werkgever van sodanige verloftydperk alle dae geleentheidsverlof, wat gedurende die jaar waarop die jaarlikse verloftydperk betrekking het, op sy werknemer se eie skriftelike versoek aan hom toegestaan is, kan af-trek.

(3) 'n Werknemer wie se dienskontrak in die eerste jaar diens by 'n werkgever eindig voor die verloftydperk in subklousule (1) genoem, verskuldig geword het, moet, behoudens soos bepaal in die vierde voorbehoud by subklousule (2), by sodanige beëindiging ten opsigte van elke volle maand diens besoldiging teen minstens twee-twaalfdes van die weekloon wat die werknemer onmiddellik voor beëindiging van sy diens ontvang het, betaal word.

'n Werknemer wie se dienskontrak eindig in die tweede of 'n volgende diensjaar by dieselfde werkgever voordat die verloftydperk wat in subklousule (1) genoem word, toegestaan is, moet by beëindiging van sy diens ten opsigte van sodanige verlof sy volle loon betaal word en buitendien drie-twaalfdes van die weekloon wat die werknemer onmiddellik voor sodanige beëindiging ontvang het vir elke volle maand diens gereken vanaf die datum waarop hy tot verlof geregtig geword het.

(4) 'n Werknemer wat kragtens subklousule (1) tot 'n verloftydperk geregtig geword het en wie se diens eindig voor sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrae soos in subklousule (1) en (3) genoem, betaal word.

(5) Vir die toepassing van hierdie klousule, moet die uitdrukking „diens” beskou word dat dit elke tydperk of alle tydperke insluit wat 'n werknemer—

- (i) met verlof ingevolge subklousule (1) afwesig is;
- (ii) opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
- (iii) op las of op versoek van sy werkgever van werk afwesig is;
- (iv) met siekteverlof ingevolge klousule 10 afwesig is;

wat altesame hoogstens tien weke in 'n jaar behoort; met dien verstande dat as 'n werknemer se opleidings tydperk ingevolge die Zuid Afrika Verdedigings Wet, 1912, gedurende 'n jaar minder as dertig dae is, die tydperk van tien weke in verhouding tot die korter opleidings termyn verminder moet word.

(6) Vir die toepassing van hierdie klousule, moet dit na gelang van die jongste datum gereken word dat „diens” begin op—

- (a) die datum waarop die werknemer by die werkgever in diens getree het; of
- (b) die datum waarop die werknemer laas op verlof met volle betaling geregtig geword het.

9. PUBLIEKE VAKANSIEDAE.

'n Werknemer, behalwe 'n los werknemer, teaterverkoper, werknemer vir spesiale verrigtings en 'n nagwag, is geregtig op verlof met volle betaling wat op alle publieke vakansiedae toegestaan moet word, maar van hom kan vereis word om op 'n publieke vakansiedag te werk; met dien verstande dat waar van hom aldus vereis, of hom aldus toegestaan word om op 'n publieke vakansiedag te werk, hom—

- (a) ten opsigte van elke sodanige dag een-derde van die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, betaal moet word; of
- (b) binne veertien dae na sodanige publieke vakansiedag een dag verlof met volle betaling toegestaan moet word; of
- (c) benewens en volgende op die tydperk van jaarlikse verlof soos voorgeskryf in klousule 8, een week afwesigheidsverlof met volle betaling toegestaan moet word, afgesien van die aantal publieke vakansiedae wat aldus gewerk is.

(7) *Spreadover*.—The ordinary hours of work and all overtime of an employee shall be completed and all meal-breaks shall be included within a spreadover of—

- (a) in the case of an employee, other than a kitchen-hand and a labourer, twelve consecutive hours;
- (b) in the case of a kitchen-hand and labourer, fourteen consecutive hours.

(8) *Savings*.—The provisions of this clause shall not apply to an employee engaged in emergency work or to a night-watchman.

8. ANNUAL LEAVE.

(1) Save as provided in paragraph (c) of the proviso to clause 9, an employee other than a casual employee, a special function employee, and a theatre vendor, shall be entitled to and be granted two consecutive weeks' leave of absence, in respect of the first completed year of employment with the same employer, and to three consecutive weeks' leave of absence for each subsequent year of employment with the same employer, on full pay.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by his employer: Provided that—

- (i) if such leave has not been granted earlier it shall be granted so as to commence within two months of the completion of the year of employment to which it relates;
- (ii) 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;
- (iii) if any public holiday falls within the period of such leave, such day shall be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) An employee whose contract of employment terminates in the first year of employment with an employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in respect of each completed month of employment remuneration not less than two-twelfths of the weekly wage which the employee was receiving immediately before his employment was terminated.

An employee whose contract of employment terminates in the second or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has been granted, shall, upon termination of his employment, be paid his full pay in respect of such leave and, in addition, be paid three-twelfths of the weekly wage which the employee was receiving immediately before such termination in respect of each completed month of service calculated from the date upon which he became entitled to leave.

(4) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose employment terminates before such leave has been granted shall upon such termination be paid the amounts referred to in sub-clauses (1) and (3), and 3 (1).

(5) For the purposes of this clause the expression “employment” shall be deemed to include any period or periods during which an employee is—

- (i) absent on leave in terms of sub-clause (1);
- (ii) required to undergo training under the South Africa Defence Act, 1912;
- (iii) absent from work on the instructions or at the request of his employer;
- (iv) absent on sick leave in terms of clause 10;

amounting in the aggregate to not more than ten weeks in any year; provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced in proportion to the shorter period of training.

(6) 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) the date on which the employee last became entitled to leave on full pay; whichever is the later.

9. PUBLIC HOLIDAYS.

An employee other than a casual employee, theatre vendor, special function employee and a night-watchman shall be entitled to and be granted leave with full pay on all public holidays, but may be required to work on any public holiday: Provided that where so required or permitted to work on a public holiday he shall—

- (a) be paid in respect of each such day one-third of the weekly wage prescribed for an employee of his class in clause 4 (1); or
- (b) be granted within fourteen days after each such public holiday one day's holiday on full pay; or
- (c) be granted in addition to the period of annual leave prescribed in clause 8 and successive thereto, one week's leave of absence on full pay, irrespective of the number of public holidays so worked.

10. SIEKTEVERLOF.

- (1) 'n Werknemer, wat na 'n tydperk van minstens drie maande diens by dieselfde werkgewer, weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, van sy werk afwesig is, moet in elke diensjaar by dieselfde werkgewer altesame twee weke verlof toegestaan word en moet, as hy op spesiale versoek van die werkgewer 'n doktersertifikaat voorleë, ten opsigte van elke werkdag daarvan 'n bedrag van minstens een-sesde van die weekloon soos in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, betaal word; met dien verstande dat 'n werknemer wat 'n hoër loon ontvang as dié wat vir 'n werknemer van sy klas in klousule 4 (1) voorgeskryf word, minstens een-sesde van sodanige hoër loon betaal moet word.
- (2) Vir die toepassing van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 8 (5).
- (3) Jaarlikse verlof en siekteverlof mag nie saamval nie.

11. GETALLEVERHOUDING.

- (1) *Kelners en toonbankbediendes.*—'n Werkgewer kan nie 'n ongekwalifiseerde kelner, of toonbankbediende, in diens neem tensy hy 'n gekwalifiseerde kelner of toonbankbediende in diens het nie, en vir elke gekwalifiseerde kelner, of toonbankbediende in diens, kan hoogstens een ongekwalifiseerde kelner, of toonbankbediende, in diens geneem word.
- (2) *Kokke, gekwalifiseer.*—'n Werkgewer kan nie meer as een gekwalifiseerde kok graad II, in diens neem, tensy hy 'n kok graad I, in diens het nie.
- (3) *Kokke, ongekwalifiseer.*—'n Werkgewer kan nie 'n ongekwalifiseerde kok graad II, in diens neem nie, tensy hy 'n kok graad I, of 'n gekwalifiseerde kok graad II, in diens het, en waar slegs een kok graad I of een gekwalifiseerde kok graad II, in diens is, kan hoogstens twee ongekwalifiseerde kokke graad II, in diens geneem word; vir elke volgende kok graad I, of gekwalifiseerde kok graad II, in diens, kan hoogstens een ongekwalifiseerde kok graad II, in diens geneem word.
- (4) *Kantienmanne.*—'n Werkgewer kan nie 'n ongekwalifiseerde kantienman in diens neem, tensy hy 'n gekwalifiseerde kantienman in sy diens het nie, en vir elke gekwalifiseerde kantienman in diens, kan hoogstens een ongekwalifiseerde kantienman in diens geneem word.
- (5) *Roosterbediendes.*—In 'n inrigting waar geen kok in diens is nie, kan 'n werkgewer nie 'n ongekwalifiseerde roosterbediende in diens neem tensy hy 'n gekwalifiseerde roosterbediende in sy diens het nie, en vir elke gekwalifiseerde roosterbediende in diens, kan hoogstens een ongekwalifiseerde roosterbediende in diens geneem word.
- (6) Vir die doeleindes van hierdie klousule, kan 'n ongekwalifiseerde kelner, toonbankbediende, kok, kantienman, of roosterbediende wat minstens die loon soos in subklousule 4 (1) voorgeskryf vir 'n gekwalifiseerde kelner, toonbankbediende, kok, kantienman, of roosterbediende ontvang, na gelang van die geval as 'n gekwalifiseerde kelner, toonbankbediende, kok, kantienman, of roosterbediende gereken word.
- (7) 'n Werkgewer wat, na gelang van die geval, uitsluitlik of hoofsaaklik, die werk van 'n kelner, toonbankbediende, kok, kantienman, of roosterbediende verrig, kan ten opsigte van die inrigting waar hy aldus werksaam is, onderskeidelik as 'n gekwalifiseerde kelner, toonbankbediende, kok, kantienman, of roosterbediende gereken word; met dien verstande dat sodanige werkgewer nie meer as een van die bogenoemde klasse as 'n gekwalifiseerde werknemer gereken kan word nie: voorts met dien verstande dat waar in 'n inrigting twee, of meer, werkgewers aldus werksaam is, slegs een van hulle as 'n gekwalifiseerde werknemer gereken kan word.

12. UNIFORMS.

'n Werkgewer wat van sy werknemer vereis om 'n uniform, oorpak, wasbaadjie, pet, of voorskoot te dra, moet dit kosteloos verskaf en dit bly die eiendom van die werkgewer.

13. DIENSERTIFIKAAT.

'n Werkgewer moet by diensbeëindiging van enigeen van sy werknemers, behalwe 'n los werknemer, aan daardie werknemer 'n diensertifikaat uitreik met vermelding van die volle name van die werkgewer en van die werknemer, die aard van die diens, die aanvangsdatum van die dienskontrak, die beëindigingsdatum daarvan en die skaal van besoldiging op die datum van die beëindiging.

14. VERBOD OP IN DIENS HÊ VAN 'N PERSOON ONDER VYFTIEN JAAR.

'n Werkgewer mag geen persoon onder die ouderdom van vyftien jaar in diens hê nie.

15. BEÏNDIGING VAN DIENSKONTRAK.

- (1) 'n Werkgewer, of sy werknemer, moet een week diensopsegging gee, of moet in plaas daarvan 'n bedrag betaal, of verbeur, van minstens die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat—
- (i) die bepalinge van hierdie subklousule nie van toepassing is op die eerste twee maande diens nie, gedurende welke tydperk die dienskontrak deur albei kante met vier-en-twintig uur opgesê kan word, of in plaas van sodanige opsegging, deur betaling of verbeuring van een-sesde van die weekloon wat die werknemer onmiddellik voor sodanige diensopsegging ontvang het, beëindig kan word;

10. SICK LEAVE.

- (1) An employee who is absent from work after a period of not less than three months' service with the same employer, through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, shall be granted two weeks' leave in the aggregate during any one year of employment with the same employer and shall, upon production of a medical certificate at the special request of the employer, be paid, in respect of each work day thereof not less than one-sixth of the weekly wage prescribed for an employee of his class in clause 4 (1); provided that an employee who is in receipt of a wage higher than that prescribed for an employee of his class in clause 4 (1) shall be paid not less than one-sixth of such higher wage.
- (2) For the purposes of this clause the expression "employment" shall have the same meaning as in clause 8 (5).
- (3) Annual leave and sick leave shall not run concurrently.

11. PROPORTION OR RATIO.

- (1) *Waiters and Counterhands.*—An employer shall not employ an unqualified waiter or counterhand unless he has in his employ a qualified waiter or counterhand, and for each qualified waiter or counterhand employed not more than one unqualified waiter or counterhand may be employed.
- (2) *Cooks, Qualified.*—An employer shall not employ more than one qualified second grade cook unless he has in his employ a first grade cook.
- (3) *Cooks, Unqualified.*—An employer shall not employ an unqualified second grade cook unless he has in his employ a first grade cook or a qualified second grade cook, and where only one first grade cook or one qualified second grade cook is employed, not more than two unqualified second grade cooks may be employed; for each additional first grade cook or qualified second grade cook employed, not more than one unqualified second grade cook may be employed.
- (4) *Barmen.*—An employer shall not employ an unqualified barman unless he has in his employ a qualified barman, and for each qualified barman employed not more than one unqualified barman may be employed.
- (5) *Grill-hands.*—In an establishment where no cook is employed, an employer shall not employ an unqualified grill-hand unless he has in his employ a qualified grill-hand, and for each qualified grill-hand employed not more than one unqualified grill-hand may be employed.

(6) For the purposes of this clause an unqualified waiter, counterhand, cook, barman or grill-hand receiving not less than the wage prescribed in clause 4 (1), for a qualified waiter, counterhand, cook, barman or grill-hand, as the case may be, may be deemed to be a qualified waiter, counterhand, cook, barman or grill-hand.

(7) An employer who is wholly or mainly engaged in performing the work of a waiter, counterhand, cook, barman or grill-hand, as the case may be, may in respect of the establishment in which he is so engaged be deemed to be a qualified waiter, counterhand, cook, barman or grill-hand; provided that such employer may not be deemed to be a qualified employee in more than one of the classes enumerated; provided further that where in an establishment two or more employers are so engaged only one such employer may be deemed to be a qualified employee.

12. UNIFORMS.

An employer who requires his employee to wear a uniform, overall, washing coat, cap or apron, shall supply it free of charge and it shall remain the property of the employer.

13. CERTIFICATE OF SERVICE.

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and of the employee, the nature of the employment, the date of commencement of the contract of employment, the date of termination thereof and the rate of remuneration at the date of such termination.

14. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN.

An employer shall not employ any person under the age of fifteen years.

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

- (1) An employer or his employee shall give not less than one week's notice to terminate the contract of employment or shall pay or forfeit in lieu thereof an amount not less than the weekly wage which the employee was receiving immediately before the date of such termination: Provided that—
- (i) the provisions of this sub-clause shall not apply during the first two months of employment during which period the contract of employment may be terminated on either side by twenty-four hours' notice or upon payment or forfeiture of one-sixth of the weekly wage which the employee was receiving immediately before such termination in lieu of such notice;

- (ii) dit nie 'n werkgewer, of sy werknemer, se reg om die dienskontrak sonder diensopsegging om 'n rede wat wetlik as voldoende erken word, te beëindig, raak nie;
 - (iii) dit nie 'n ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur aan albei kante en, na gelang van die geval, vir langer as een week, twee weke of vier-en-twintig uur, raak nie; voorts met dien verstande dat as 'n ooreenkoms ingevolge paragraaf (iii) aangegaan is, die betaling, of verbeuring, in plaas van diensopsegging in verhouding tot die diensopseggingstermyne soos ooreengekom, moet wees.
- (2) Die diensopsegging in subklousule (1) genoem, mag nie met jaarlikse verlof of siekteverlof saamval nie.
- (3) Die diensopsegging in subklousule (1) genoem, gaan in op die dag waarop die diens opgesê word.

16. VRYSTELLINGS.

- (1) Die Raad kan van enigeen van die bepalings van hierdie Ooreenkoms om 'n goeie en voldoende rede vrystelling verleen.
- (2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes waarop sodanige vrystelling toegestaan word en die termyn waarvoor sodanige vrystelling geldig is, vasstel; met dien verstande dat die Raad na goeie dunde en nadat aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingstifikaat kan herroep of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.
- (3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word 'n stifikaat, deur hom onderteken, uitreik wat vermeld—
- (a) die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop sodanige vrystelling verleen word;
 - (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle stifikate wat uitgereik word in volgorde nommer;
 - (b) 'n afskrif van elke uitgereikte stifikaat behou, en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Pretoria, stuur;
 - (c) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die stifikaat aan die betrokke werkgewer stuur.

17. UITGAWES VAN DIE RAAD.

Om voorsiening te maak vir die uitgawes van die Raad, moet elke werkgewer twee sjielings (2s.) per maand van die verdienste van elkeen van sy werknemers, behalwe arbeiders en kombuisbedienendes, aftrek. Die werkgewer moet by die bedrag wat aldus afgetrek word 'n bedrag van drie sjielings (3s.) voeg en die totale bedrag maandeliks en uiterlik die sewende dag van elke maand, aan die Sekretaris van die Raad, Posbus 1256, Pretoria, stuur.

18. 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 menings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

19. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer moet aan elkeen van sy werknemers wat 'n verteenwoordiger op die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad te vervul.

20. UITWERKING VAN ANDER WETTE.

Niks in hierdie Ooreenkoms kan beskou word om die in diens hê van enige werknemer wie se diens wetlik verbode is, of die diensverrigting deur enige persoon op enige tyd of tye wat wetlik verbode is, te magtig nie.

21. VAKVERENIGINGSARBEID.

Geen lid van die diensverrigtingsorganisasie kan 'n werknemer in diens neem tensy sodanige werknemer 'n lid van die vakvereniging is of 'n voorwaardelike lidmaatskapkaart hou nie, en geen lid van die vakvereniging mag by 'n werkgewer wat nie 'n lid van die werkgewersorganisasie is, diens neem nie; met dien verstande dat hierdie voorwaarde nie van toepassing is nie as 'n werknemer of werkgewer, volgens die mening van die Raad, sonder redelike oorsaak lidmaatskap van 'n party tot hierdie Ooreenkoms geweier is en hy binne 14 dae die Raad van sodanige weiering in kennis gestel het.

Die bepalings van hierdie klousule is nie gedurende die eerste jaar van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat as die immigrant te enige tyd na die eerste drie maande wat hy in die Teekamer-, Restaurant- en Verversingsbedryf begin werk het, weier om op versoek van die vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik in werking tree.

- (ii) this shall not affect the right of an employer or of his employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (iii) this shall not affect any agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week, two weeks or twenty-four hours, as the case may be;

Provided, further, that if an agreement has been entered into in terms of paragraph (iii) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(2) The notice referred to in sub-clause (1) shall not run concurrently with annual leave or sick leave.

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given.

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 respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemptions shall operate; provided that the Council may, if it deem 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 exemption is granted has expired.
- (3) The Secretary of the Council shall issue to every person granted exemption a licence signed by him setting out—
- (a) the full name of the person concerned;
 - (b) provisions of the Agreement from which exemption is granted;
 - (c) the condition subject to which such exemption is granted;
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued, and forward a copy to the Divisional Inspector of Labour, Pretoria;
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

17. EXPENSES OF COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct two shillings (2s.) per month from the earnings of each of his employees other than labourers and kitchen-hands. To the amount so deducted the employer shall add the sum of three shillings (3s.) and forward month by month, and not later than the seventh day of each month, the total sum to the Secretary of the Council, P.O. Box 1256, Pretoria.

18. 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.

19. TRADE UNION REPRESENTATIVES ON COUNCIL.

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

20. EFFECT OF OTHER LAWS.

Nothing in this Agreement shall be deemed to authorize the employment of any person whose employment is prohibited by any law, or the employment of any person at any time or times prohibited by any law.

21. TRADE UNION LABOUR.

No member of the employers' organization shall engage an employee unless such employee is a member of the trade union or holds a provisional card of membership, and no members of the trade union shall accept employment with an employer who is not a member of the employer's organization; provided that this condition shall not apply where an employee or employer has, in the opinion of the Council, been refused membership of a party to this Agreement, without reasonable cause and has notified the Council within fourteen days of such refusal.

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 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 Tearoom, Restaurant and Catering Trade refused any invitation from the trade union to become a member of it, the provisions of this section shall immediately come into operation.

22. LEDEGELD AAN VAKVERENIGINGS.

Elke werkgewer moet van die lone van die vakverenigingslede in sy vaste diens die lopende lidmaatskapsgeld wat aan die vakvereniging verskuldig is, aftrek; as 'n vaste werknemer met sy lidmaatskapsgelede aan die vakvereniging agterstallig is, moet sy werkgewer elke maand, benewens die werknemer se lopende lidmaatskapsgelede 'n bedrag ter betaling van sodanige agterstallige geld aftrek: op sodanige bedrag moet onderling deur die werkgewer en die werknemer ooreengekom word; met dien verstande dat die minimum korting in verband met agterstallige gelde, as sodanige agterstallige gelde gelyk is aan, of meer is as, die werknemer se lidmaatskapsgelede vir een maand, minstens die bedrag van sodanige maandelikse lidmaatskapsgelede moet wees; en voorts met dien verstande dat as 'n werknemer die bedrag wat die vakvereniging vir agterstallige gelde eis in twyfel trek, daar op die werkgewer geen verpligting rus om 'n bedrag vir agterstallige gelde af te trek tot tyd en wyl die agterstallige bedrag skriftelik deur die werknemer erken is nie. Die vakvereniging moet aan die einde van elke maand aan elke werkgewer 'n staat verstrek wat die bedrae wat ingevolge hierdie artikel van die lone van sy werknemers vir daardie maand afgetrek moet word ten opsigte van lidmaatskapsgelede en agterstallige, indien enige, vermeld, en die werkgewer moet die bedrae wat afgetrek word uiterlik op die sewende dag van elke maand aan die sekretaris van die vakvereniging stuur.

23. AGENTE.

Die Raad moet een, of meer, bepaalde persone aanstel as agente om by die toepassing van die bepalinge van hierdie Ooreenkoms te help. 'n Agent kan enige inrigting binnegaan en kan enige werkgewer of werknemer ondervra en kan die loonstate, aantekeninge van tyd gewerk en betaling wat vir oortyd gedoen is, ondersoek vir die doel om vas te stel of die bepalinge van die Ooreenkoms nagekom word.

Namens die partye hede die 16de dag van September 1950 in Pretoria onderteken.

D. J. MYLONAS,
Voorsitter van die Raad.

A. SCHURIE,
Ondervoorsitter van die Raad.

DAVID MCGILLIVRAY,
Sekretaris van die Raad.

As getuies—

- (1) H. J. Huddy.
- (2) J. A. Stoltz.
- (3) D. B. Anderson.

22. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from the wages of members of the trade union in his permanent employ, current subscription fees due to the trade union; where a permanent employee is in arrear with his subscription to the trade union, his employer shall deduct, each month, in addition to the employee's current subscription an amount in payment of such arrears, such amount to be mutually agreed upon by the employer and employee; provided that the minimum deduction in respect of arrears shall, if such arrears equal or exceed the employee's subscription for one month, be not less than the amount of such monthly subscription, and provided further that where an employee disputes the amount claimed by the trade union by way of arrears, there shall be no obligation on the employer to deduct any moneys for arrears until such time as the amount of arrears shall be admitted in writing by the employee. The trade union shall at the end of each month render to every employer a statement showing the amount to be deducted in terms of this section from the wages of his employees for that month in respect of subscriptions and arrears, if any, and the employer shall forward to the Secretary of the trade union the amounts deducted not later than the seventh day of each month.

23. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the record of wages paid, time worked and payments made for overtime, for the purpose of ascertaining whether the terms of the Agreement are being observed.

Signed at Pretoria on behalf of the parties this 16th day of September, 1950.

D. J. MYLONAS,
Chairman of the Council.

A. SCHURIE,
Vice-Chairman of the Council.

DAVID MCGILLIVRAY,
Secretary of the Council.

As witnesses—

- (1) F. J. Huddy.
- (2) J. A. Stoltz.
- (3) D. B. Anderson.



„HANDEL EN NYWERHEID“

*die maandblad van
die Departement van Handel en Nywerheid*

verskyn in albei amptelike tale en bevat die jongste inligting
van belang vir **INVOERDERS, UITVOERDERS, NYWERAARS**

INTEKENING: In die Unie van S.A., S.W.A., Betsjoeanaland-Protectoraat, Swasieland, Basootoland, Suid- en Noord-Rhodesie, Mosambiek, Angola, Belgiese Kongo, Niassaland, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria



“COMMERCE & INDUSTRY”

*the monthly Journal
of the Department of Commerce and Industries*

published in both official languages and containing the latest information of interest to
IMPORTERS, EXPORTERS, INDUSTRIALISTS

SUBSCRIPTION: In the Union, of S.A., S.W.A., Bechuanaland Protectorate, Swaziland, Basutoland, Southern and Northern Rhodesia, Mocambique, Angola, Belgian Congo, Nyassaland, Tanganyika, Kenya and Uganda—6d per copy, or 5/- (7/6 elsewhere) per annum, payable in advance to The Government Printer, Pretoria