

EXTRAORDINARY

THE UNION
Government
Staats
VAN DIE UN

[Registered at the Post Office as a Newspaper.]

UNION OF SOUTH AFRICA. GOVERNMENT GAZETTE

Please sign and fill in date passed out:

LIBRARY

J. BOYD

J. D. RHEINALLT JONES

E.N. CATHRINE

V.D. EDKINS

~~DIAMOND~~

~~RECORDS~~

~~RECORDS~~

9 October 1951

Dr. J. S.

.....

.....

.....

VOL. CLXVI]

PRICE 6d.

PRETORIA

5 OCTOBER 1951.
5 OKTOBER

PRYS 6d.

[No. 4704

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

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2604.]

[5 October 1951.]

INDUSTRIAL CONCILIATION ACT, 1937.

LIQUOR AND CATERING TRADE, EAST LONDON.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, 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 Liquor and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employers' organisation and the trade unions which entered into the said agreement and upon the employers and employees who are members of that organisation or those trade unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 18 (inclusive) and 21 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending one year from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the area within a radius of five miles from the City Hall, East London; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the area within a radius of five miles from the City Hall, East London, and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in clauses 3 to 17 (inclusive) and 21 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.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2604.]

[5 Oktober 1951.]

NYWERHEID-VERSOENINGSWET, 1937.

DRANK- EN VERVERSINGSBEDRYF,
OOS-LONDEN.

Ek, BAREND JACOBUS SCHOEMAN, 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 hiertoe verskyn en op die Drank- en Verversings-bedryf betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie verenigings;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 18 en 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers berokke by of in diens in genoemde bedryf in die gebied binne 'n straal van vyf myl van die stadsaal, Oos-Londen af; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17 en 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag in die gebied binne 'n straal van vyf myl van die stadsaal, Oos-Londen af *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf, wat nie by die woordomsigting van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, EAST LONDON.

AGREEMENT

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

Hotel Association of East London

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

East London Hotel and Club European Employees' Union and the

East London Liquor and Catering Trades Employees' Union (hereinafter referred to as "the employees" or "the trade union"), of the other part, being the parties to the Industrial Council for the Liquor and Catering Trade, East London.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the area within a radius of five miles from the City Hall, East London, by all members of the employers' organization who are employers within the meaning of the Act, and who are engaged in the Liquor and Catering Trade and by all members of the trade union who are employees within the meaning of the Act and who are employed in the trade and for whom wages are prescribed in section 4 of this Agreement.

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 section forty-eight of the Act, and shall remain in force for one year or for such period as may be determined by him.

3. DEFINITIONS.

Unless the contrary intension appears any expressions used in this Agreement, which are defined in the Act, shall have the same meanings as in the Act, and words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"adult" means an employee of the age of 21 years or over;

"barman" means an employee other than a wine steward engaged in the sale of liquor over or from the bar in an establishment and includes a barmaid;

"casual employee" means an employee who is employed by the same employer for not more than one week;

"class A barman" means a barman who is a head barman and has had not less than five years' experience as a barman;

"class B barman" means a barman other than a head barman who has had not less than five years' experience as a barman;

"class C barman" means a barman who has had not less than three and not more than five years' experience as a barman;

"class A cook" means an employee who is the sole or chief cook and has had not less than four years' experience as a cook;

"class B cook" means an employee (other than a sole or chief cook) who has had not less than four years' experience as a cook;

"cook" means an employee (other than a grade II employee) engaged in the preparation and/or cooking of food and includes a chef;

"Council" means the Industrial Council for the Liquor and Catering Trade, East London, registered in terms of section four (2) of the Act;

"establishment" means any premises in which the Liquor and Catering Trade is carried on;

"experience" means the total period or periods of employment which an employee has had in the occupation in which he is employed;

"grade I employee" means any employee (other than an employee who is engaged in connection with the preparation or cooking of food) who is not otherwise specified in this Agreement;

"grade II employee" means an adult or juvenile employee who is engaged exclusively in one or more of the following occupations in an establishment:—

- Carrying foodstuffs or utensils;
- cleaning vegetables;
- cleaning premises, furniture, vehicles utensils or footwear;
- making or maintaining fire or removing refuse;
- cleaning or feeding animals;
- pushing or pulling any vehicle;
- carrying or guarding luggage or parcels;
- receiving messages or running errands;
- cleaning fish, poultry or other articles;
- plucking poultry, peeling and/or cutting up fruit or vegetables, cooking rations for natives or cooking eggs, and making toast, tea, coffee, cocoa or similar beverages;
- making beds;

"carrying foodstuffs or utensils" does not include carrying meals or refreshments to guests;

"guest" does not include the employer or any member of his family or any person employed in the establishment;

"head waiter" means an employee wholly or mainly engaged in showing customers to seats, supervising service to customers and one who is in charge of a subordinate staff of waiters and who may in addition perform any of the duties of a waiter;

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-BEDRYF, OOS-LONDEN.

OOREENKOMS

ingevalge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan tussen die

Hotel Association of East London

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

East London Hotel and Club European Employees' Union en die

East London Liquor and Catering Trades Employees' Union (hierna genoem „die werknemers” of „die vakverenigings”), aan die ander kant, wat die partye is by die Nywerheid vir die Drank- en Verversings-bedryf, Oos-Londen.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die gebied binne 'n omtrek van vyf myl van die Stadsaal, Oos-Londen, deur alle lede van die werkgewersorganisasie wat binne die betekenis van die Wet werkgewers is en wat die drank- en verversingsbedryf uitoefen en deur alle lede van die vakverenigings wat werknemers binne die betekenis van die Wet is en wat in die bedryf werksaam is en vir wie lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel agt-en-veertig van die Wet bepaal en bly van krag vir een jaar of vir 'n tydperk as wat deur hom vasgestel word.

3. WOORDBEPALING.

Tensy 'n ander bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebruyk word en waarvan die betekenis in die Wet bepaal is, dieselfde betekenis as in die Wet en sluit woorde wat die manlike geslag aandui ook vrouens in; verder tensy teenstrydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„volwassene”, 'n werknemer van 21 jaar, of ouer;

„kantienman”, 'n werknemer, behalwe 'n wynkelner, werksaam by die verkoop van drank oor die toonbank of uit die kantien in 'n inrigting en sluit 'n kantienmeisie in;

„los werknemer”, 'n werknemer wat vir hoogstens een week by dieselfde werkgewer in diens is;

„klas A-kantienman”, 'n kantienman wat hoofkantienman is en met minstens vyf jaar ervaring as kantienman;

„klas B-kantienman”, 'n kantienman, behalwe 'n hoofkantienman, met minstens vyf jaar ervaring as kantienman;

„klas C-kantienman”, 'n kantienman met minstens drie en hoogstens vyf jaar ervaring as kantienman;

„klas A-kok”, 'n werknemer wat die enigste of hoofkok is en met minstens vier jaar ervaring as kok;

„klas B-kok”, 'n werknemer (behalwe die enigste of 'n hoofkok) met minstens vier jaar ervaring as kok;

„kok”, 'n werknemer (behalwe 'n graad II-werknemer) wat kos berei en/of kook en sluit 'n sief in;

„Raad”, die Nywerheidsraad vir die Drank- en Verversings-bedryf, Oos-Londen, geregistreer ingevolge artikel vier (2) van die Wet;

„inrigting”, enige perseel waarin die drank- en verversings-bedryf uitgeoefen word;

„ervaring”, die totale tydperk of tydperke van diens van 'n werknemer in die vak waarin hy werksaam is;

„graad I-werknemer”, 'n werknemer (behalwe 'n werknemer wat kos berei, of kook) wat nie andersins in hierdie Ooreenkoms gespesifiseer is nie;

„graad II-werknemer”, 'n volwasse of jeugdige werknemer wat uitsluitlik een, of meer, van onderstaande werksaamhede in 'n inrigting verrig:—

- Eetware of werktuie dra;
- groente skoonmaak;
- persele, meubels, voertuie, gerei of skoetsel skoonmaak;
- vuur maak of aan die brand hou of vuilgoed verwyder;
- diere skoonmaak of voer;
- 'n voertuig stoot of trek;
- bagasie of pakkette dra of bewaak;
- boodskappe ontvang of doen;
- vis, pluimvee of ander artikels skoonmaak;
- pluimvee pluk, vrugte of groente skil en/of opsnij;
- rantsoene vir natuurlike kook, of eiers kook, brood rooster, en tee, koffie, kakao of soortgelyke drankke maak;
- beddens opmaak;

„eetware of werktuie dra”, sluit nie die dra van etes of verversings na gaste in nie;

„gas”, sluit nie die werkgewer of 'n lid van sy gesin of 'n persoon wat in die inrigting in diens is, in nie;

„hoofkelner”, 'n werknemer wat uitsluitlik of hoofsaaklik, klante se sitplekke aanwys, wat toesig hou oor die bediening van klante, en wat toesig hou oor 'n onderskikte personeel kelners en wat daarby enigeen van die pligte van 'n kelner kan vervul;

"head waitress" means an employee wholly or mainly engaged in showing customers to seats, supervising service to customers and one who is in charge of a subordinate staff of waitresses and who may in addition perform any of the duties of a waitress;

"housekeeper" means a female employee specifically engaged to direct or supervise the work of housemaids and chambermaids, and who may in addition, perform any of the duties of a housemaid or chambermaid;

"housemaid" means a female employee engaged in dusting or tidying bedrooms, living-rooms or other parts of the establishment; making beds and assisting in the receipt and mending the household linen, handling linen and laundry, issuing stores, and the supervision of grade II employees;

"chambermaid" means a female employee engaged in dusting or tidying bedrooms, living-rooms or other parts of the establishment; making beds and assisting in the receipt, and mending of household linen;

"hourly wage" means the monthly wages divided by 260 in the case of a monthly paid employee or by 60 in the case of a weekly paid employee;

"juvenile" means an employee under the age of 21 years or any apprentice;

"learner" means a barman, a cook, a waiter or a waitress who has had less than three years', four years', three years' and three years' experience respectively;

"Liquor and Catering Trade" or "trade" means the trade carried on by employers and their employees when conducting, whether temporarily or permanently, the business of catering, hotel or bars, if liquor is supplied in connection with such business and the supply thereof is carried on in terms of a licence under the provisions of the Liquor Act, 1928, but does not include the trade carried on by an employer in terms of a restaurant, refreshment or tearoom keeper's licence under Item No. 20 of Part I of the Second Schedule to the Licences Consolidation Act, 1925, whether or not such 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;

"nightwatchman" means an employee who is engaged in any one or more of the following occupations:—
Guarding premises, buildings, gates or other property by night; locking up premises; polishing and cleaning furniture, boots and premises; laying and lighting of fires, and who may in addition attend to guests on arrival and departure;

"part-time employee" means an employee (other than a casual employee) who is employed for a period with a spread-over not exceeding six hours in any one day;

"page" means a male employee wholly or mainly engaged in running errands, delivering letters, messages, parcels, answering bells, telephones, and may, in addition, assist the wine steward in the serving of guests with spirits, wine, malt and light refreshments;

"porter" means a male employee engaged wholly or substantially in meeting trains, etc., arranging for guests and their luggage to be taken to or from an establishment, driving an establishment's vehicles, and who may in addition receive or deliver messages or packages and assist in serving meals or refreshments;

"night porter" means a male employee who is engaged to take charge of licenced premises during the hours from 7 p.m. to 7 a.m., who supervises grade II employees, serves guests at table or in any other portion of the premises, and performs such other service as the comfort and convenience of hotel guests may require;

"quarter" means in any year a three-monthly period beginning the first day of January, April, July, or October;

"seven-day establishment" means an establishment in which the Liquor and Catering Trade is carried on for seven days a week;

"spreadover" means the period in any day from the time when an employee begins to work to the time when he finishes work for that day; for the purpose of this definition "day" means any period of twenty-four hours;

"wages" do not include commission;

"waitress, qualified," means a female employee who serves or carries meals, foodstuffs, or refreshments to guests, and who has had not less than three years' experience;

"waiter, qualified," means an employee other than a wine steward with not less than three years' experience who is engaged to serve guests at table or in any portion of the building occupied by guests, and to perform such other services as the comfort and convenience of hotel guests may require, including the preparation of hors-d'oeuvres and any other light refreshments;

"weekly wage" means the weekly wage prescribed in section 4 (1) or where a monthly wage has been prescribed such monthly wage divided by four and one-third;

"wine steward" means a male employee wholly or mainly engaged in serving guests at table, or in any other portion of the building occupied by the guests, with spirits, wine, ale and light refreshments, and who performs such other service as the comfort and convenience of the hotel guests may require, and who is in charge of a subordinate staff of pages, and may, in addition, perform the duties of a page.

"hoofkelnerin", 'n werknemer wat uitsluitlik of hoofsaaklik, klante se sitplekke aanwys, wat toesig hou oor die bediening van klante en wat toesig hou oor 'n ondergeskikte personeel kelnerinne en wat daarby enigeen van die pligte van 'n kelnerin kan vervul;

"huishoudster", 'n vroulike werknemer wat spesiaal binne-of kamermeisies se werk bestuur, of toesig daaroor hou, en wat verder en geen van die pligte van 'n binne- of kamermeisie kan vervul;

"binne-meisie", 'n vroulike werknemer wat slaapkamers, sitkamers of ander dele van 'n inrigting afstof of aan die kant maak; wat beddens opmaak en wat behulpsaam is by die ontvangs en herstel van huislinne wat linne en wasgoed hanteer, wat voorrade uitrek en toesig hou oor graad II-werknemers;

"kamermeisie", 'n vroulike werknemer wat slaapkamers, sitkamers of ander dele van 'n inrigting afstof of aan die kant maak; wat beddens opmaak en behulpsaam is by die ontvangs en herstel van huislinne;

"uurloon", die maandelikse loon gedeel deur 260 in geval van 'n maandeliks betaalde werknemer, of deur 60 in geval van 'n weekliks betaalde werknemer;

"jeugdige", 'n werknemer onder die ouderdom van 21 jaar, of 'n vakleerling;

"leerling", 'n kantienman, 'n kok, 'n kelner of 'n kelnerin met onderskeidelik minder as 3 jaar, 4 jaar, 3 jaar en 3 jaar ervaring;

"drank- en verversingsbedryf" of "bedryf", die bedryf uitgeoefen deur werkgewers en hul werknemers as hulle tydelik of permanent die besigheid dryf van verversings verskaf, hotelle of kantiene hou, as drank in verband met sodanige besigheid verskaf word en die verskaffing daarvan plaasvind ingevolge 'n lisensie kragtens die bepalings van die Drankwet, 1928, maar sluit nie die bedryf in wat uitgeoefen word ingevolge 'n restaurant-, verversings- of teekamerhouerslisensie ingevolge Item No. 20 van deel I van die Tweede Bylae by die Licenties Konsolidatie Wet, 1925, nie, afgesien of sodanige werkgewer ook die houer is van 'n dranklisensie kragtens die Drankwet, 1928, wat die verskaffing van drank in sy restaurant, verversings- of teekamer toelaat of nie; nagwag", 'n werknemer in diens in een of meer van ondergenoemde werksaamhede:—
Persele, geboue, hekke of ander eiendom snags bewaak; persele toesluit, meubels, skoeisel en persele pilotoer en skoonmaak; vure aanlê en aan die brand steek, en wat daarbenewens tot die diens van gaste by hul aankoms of vertrek kan wees;

deeltydse werknemer", 'n werknemer (behalwe 'n los werknemer) wat 'n tydperk met 'n werkdagverdeling van hoogstens ses uur per dag werk;

joggie", 'n manlike werknemer wat uitsluitlik of hoofsaaklik boodskappe doen, briewe, boodskappe of pakkette aflewer, klokkes en telefone beantwoord, en wat daarby die wynkelner behulpsaam kan wees by die bediening van gaste met spiritualieë, wyn, bier en ligte verversings;

kruier", 'n manlike werknemer uitsluitlik of hoofsaaklik in diens om by die aankoms van treine, ens., teenwoordig te wees, vir gaste en hul bagasie te reël om na of van 'n inrigting geneem te word, die inrigting se voertuie bestuur, en wat verder boodskappe of pakkette kan ontvang of aflewer of behulpsaam is by die bediening van etes of verversings;

nagportier", 'n manlike werknemer in diens om toesig te hou oor gelisensieerde persele en gedurende die ure vanaf 7 nm. tot 7 vm., met toesig oor graad II-werknemers, gaste aan tafels of in enige ander gedeelte van die perseel bedien en sodanige ander dienste verrig as wat die gemak en gerief van hotelgaste mag vereis;

kwartaal", enige tydperk van drie maande wat begin op die eerste dag van Januarie, April, Julie of Oktober;

sewedaagse inrigting", 'n inrigting waarin die drank- en verversingsbedryf vir sewe dae per week uitgeoefen word;

werkdagverdeling", die tydperk of enige dag vanaf die tyd waarop die werknemer begin werk tot die tyd waarop hy vir daardie dag ophou met werk. Vir die doel van hierdie woordbepaling beteken "dag" enige tydperk van vier-entwintig uur;

lone", dat kommissie uitgeslote is;

kelnerin, gekwalifiseer", 'n vroulike werknemer wat gaste bedien met etes, eetware, of verversings of dit na hulle dra, en met minstens drie jaar ervaring;

kelner, gekwalifiseer", 'n werknemer behalwe 'n wynkelner met minstens drie jaar ervaring wat in diens is vir die bediening van gaste aan tafel of in enige ander deel van die gebou deur gaste bewoon en om sodanige ander dienste te verrig as wat vir die gemak en gerief van hotelgaste nodig mag wees met inbegrip van die bereiding van hors-d'oeuvres en enige ander ligte verversings;

weekloon", die weeklikse loon soos bepaal in artikel 4 (1) of as 'n maandloon voorgeskryf is, sodanige maandloon, gedeel deur vier en een-derde;

wynkelner", 'n manlike werknemer wat uitsluitlik of hoofsaaklik gaste aan tafel of in enige ander deel van die gebou deur gaste bewoon, van spiritualieë, wyn, bier en ligte verversings bedien en wat die ander dienste verrig wat vir die gemak en gerief van hotelgaste nodig mag wees en wat toesig het oor 'n ondergeskikte personeel joggies en daarbenewens die pligte van 'n joggie vervul.

4. WAGES.

(1) The following wages shall be paid to the undermentioned classes of employees:—

Class of Employee.	GROUP I.	GROUP II.	GROUP III.
	Employees other than Casual Employees or Part-time Employees.	Part-time Employees and Casual Employees other than those in Group III.	Part-time Employees and Casual Employees Employed at Performances of Functions for which a Theatre or Sports Ground or Temporary Liquor Licence is held.
	Per Month	Per Day or Part of a Day	£ s. d.
Barman—		£ s. d.	£ s. d.
Class A.....	25 0 0	1 0 0	0 2 6 per hour.
Class B.....	20 0 0	0 15 0	0 2 6 "
Class C.....	15 0 0	0 12 6	0 2 6 "
Learner Barman—			
First year.....	10 0 0	—	—
Second year.....	12 10 0	—	—
Third year.....	14 0 0	—	—
Cook (male)—			
Class A.....	17 0 0	1 0 0	1 0 0 per day.
Class B.....	10 0 0	0 10 0	0 10 0 "
Cook (female)—			
Class A.....	9 10 0	0 15 0	0 15 0 "
Class B.....	8 10 0	0 10 0	0 10 0 "
Cook, Learner (male)—			
First six months.....	6 0 0	—	—
Second six months.....	6 10 0	—	—
Third six months.....	7 0 0	—	—
Fourth six months.....	7 10 0	—	—
Fifth six months.....	8 0 0	—	—
Sixth six months.....	8 10 0	—	—
Seventh six months.....	9 0 0	—	—
Eighth six months.....	9 10 0	—	—
Cook, Learner (female)—			
First six months.....	3 0 0	—	—
Second six months.....	3 10 0	—	—
Third six months.....	4 0 0	—	—
Fourth six months.....	4 15 0	—	—
Fifth six months.....	5 0 0	—	—
Sixth six months.....	6 0 0	—	—
Seventh six months.....	7 0 0	—	—
Eighth six months.....	7 15 0	—	—
Head Waiter.....	13 0 0	0 12 6	0 2 6 per hour.
Waiter, Qualified.....	9 0 0	0 7 6	0 1 6 "
		per meal, or 0 10 6 per day	
Learner Waiter—			
First six months.....	4 0 0	—	—
Second six months.....	4 10 0	—	—
Third six months.....	5 0 0	—	—
Fourth six months.....	6 0 0	—	—
Fifth six months.....	6 10 0	—	—
Sixth six months.....	7 0 0	—	—
Wine Steward.....	9 0 0	0 7 6	0 1 6 per hour.
		per meal or 0 10 6 per day	
Head Waitress.....	11 0 0	0 7 6	0 2 0 "
		per meal or 0 10 6 per day	
Waitress, Qualified.....	8 0 0	0 5 0	0 1 6 "
		per meal, or 0 10 0 per day	
Learner Waitress—			
First year.....	5 0 0	—	—
Second year.....	6 0 0	—	—
Third year.....	7 0 0	—	—
Housekeeper—			
First year of experience.....	8 0 0	—	—
Second year of experience.....	8 10 0	—	—
Third year of experience.....	9 0 0	—	—
Fourth year of experience.....	9 10 0	—	—
Fifth year of experience.....	10 0 0	—	—
Thereafter.....	11 0 0	—	—
Housemaid—			
First year of experience.....	5 0 0	—	—
Second year of experience.....	5 10 0	—	—
Third year of experience.....	6 0 0	—	—
Fourth year of experience.....	6 10 0	—	—
Fifth year of experience.....	7 0 0	—	—
Thereafter.....	8 0 0	—	—
Chambermaid—			
First year of experience.....	3 0 0	—	—
Second year of experience.....	4 0 0	—	—
Thereafter.....	5 0 0	—	—
Grade I Employee.....	7 10 0	0 10 0	0 1 0 per hour, with a minimum of 4s. per day.
Nightwatchman.....	5 8 4	—	—
Grade II Employee—			
Male.....	4 0 0	0 4 6	0 4 6 per day.
Female.....	2 16 8	0 3 6	0 3 6 "
Porter.....	10 0 0	—	—
Night Porter.....	10 0 0	—	—
Page—			
First year of experience.....	4 0 0	—	—
Second year of experience.....	5 0 0	—	—
Third year of experience.....	6 0 0	—	—
Thereafter.....	7 0 0	—	—

NOTE.—No learner shall be employed as a casual employee at wages lower than are prescribed for a qualified casual employee on the same class of work as that on which such learner is employed.

(2) In addition to the wages payable to employees in terms of this section they shall on each pay-day be paid cost of living allowance as laid down in War Measure No. 43 of 1942, as amended from time to time.

(3) Nothing in this Agreement shall operate to reduce the wages which were being paid to an employee prior to the date of this Agreement.

4. LONE.

(1) Onderstaande lone moet aan ondervermelde klasse werknemers betaal word:—

Klas werknemers.	GROEP I.	GROEP II.	GROEP III.
	Werknemers, behalwe los of deeltydse werknemers.	Deeltydse en los werknemers, behalwe dié in groep III.	Deeltydse werknemers en los werknemers werksaam by geleentheid van opvoerings en funksies waarvoor 'n teater-, sportsgronde- of tydelike dranklisensie gehou word.
	Per maand	Per dag of deel van 'n dag	£ s. d.
Kantienman—	£ s. d.	£ s. d.	£ s. d.
Klas A.....	25 0 0	1 0 0	0 2 6 per uur.
Klas B.....	20 0 0	0 15 0	0 2 6 "
Klas C.....	15 0 0	0 12 6	0 2 6 "
Leerling-kantienman—			
Die eerste jaar.....	10 0 0	—	—
Die tweede jaar.....	12 10 0	—	—
Die derde jaar.....	14 0 0	—	—
Kok (manlik)—			
Klas A.....	17 0 0	1 0 0	1 0 0 per dag.
Klas B.....	10 0 0	0 10 0	0 10 0 "
Kok (vroulik)—			
Klas A.....	9 10 0	0 15 0	0 15 0 "
Klas B.....	8 10 0	0 10 0	0 10 0 "
Kok, leerling (manlik)—			
Die eerste ses maande.....	6 0 0	—	—
Die tweede ses maande.....	6 10 0	—	—
Die derde ses maande.....	7 0 0	—	—
Die vierde ses maande.....	7 10 0	—	—
Die vyfde ses maande.....	8 0 0	—	—
Die sesde ses maande.....	8 10 0	—	—
Die sewende ses maande.....	9 0 0	—	—
Die agste ses maande.....	9 10 0	—	—
Kok, leerling (vroulik)—			
Die eerste ses maande.....	3 0 0	—	—
Die tweede ses maande.....	3 10 0	—	—
Die derde ses maande.....	4 0 0	—	—
Die vierde ses maande.....	4 15 0	—	—
Die vyfde ses maande.....	5 0 0	—	—
Die sesde ses maande.....	6 0 0	—	—
Die sewende ses maande.....	6 5 0	—	—
Die agste ses maande.....	7 0 0	—	—
Hoofkelner.....	13 0 0	0 12 6	0 2 6 per uur.
Kelner, gekwalifiseerd.....	9 0 0	0 7 6	0 1 6 "
		per ete, of 0 10 6 per dag	
Leerling-kelner—			
Die eerste ses maande.....	4 0 0	—	—
Die tweede ses maande.....	4 10 0	—	—
Die derde ses maande.....	5 0 0	—	—
Die vierde ses maande.....	6 0 0	—	—
Die vyfde ses maande.....	6 10 0	—	—
Die sesde ses maande.....	7 0 0	—	—
Wynkelner.....	9 0 0	0 7 6	0 1 6 per uur.
		per ete, of 0 10 6 per dag	
Hoofkelnerin.....	11 0 0	0 7 6	0 2 0 "
		per ete, of 0 10 6 per dag	
Kelnerin, gekwalifiseer.....	8 0 0	0 5 0	0 1 6 "
		per ete, of 0 10 0 per dag	
Leerling-kelnerin—			
Die eerste jaar.....	5 0 0	—	—
Die tweede jaar.....	6 0 0	—	—
Die derde jaar.....	7 0 0	—	—
Huishoudster—			
Die eerste jaar ervaring.....	8 0 0	—	—
Die tweede jaar ervaring.....	8 10 0	—	—
Die derde jaar ervaring.....	9 0 0	—	—
Die vierde jaar ervaring.....	9 10 0	—	—
Die vyfde jaar ervaring.....	10 0 0	—	—
Daarna.....	11 0 0	—	—
Binnebediende—			
Die eerste jaar ervaring.....	5 0 0	—	—
Die tweede jaar ervaring.....	5 10 0	—	—
Die derde jaar ervaring.....	6 0 0	—	—
Die vierde jaar ervaring.....	6 10 0	—	—
Die vyfde jaar ervaring.....	7 0 0	—	—
Daarna.....	8 0 0	—	—
Kamerbediende—			
Die eerste jaar ervaring.....	3 0 0	—	—
Die tweede jaar ervaring.....	4 0 0	—	—
Daarna.....	5 0 0	—	—
Werknemer graad I.....	7 10 0	0 10 0	0 1 0 per uur, met 'n minimum van 4s. per dag.
Nagwag.....	5 8 4	—	—
Werknemer, graad II—			
Manlik.....	4 0 0	0 4 6	0 4 6 per dag.
Vroulik.....	2 16 8	0 3 6	0 3 6 "
Kruier.....	10 0 0	—	—
Nagkruier.....	10 0 0	—	—
Joggie—			
Die eerste jaar ervaring.....	4 0 0	—	—
Die tweede jaar ervaring.....	5 0 0	—	—
Die derde jaar ervaring.....	6 0 0	—	—
Daarna.....	7 0 0	—	—

OPMERKING.—Geen leerling mag as los werknemer in diens geneem word teen laer lone as wat voorgeskryf is vir 'n gekwalifiseerde los werknemer op dieselfde klas werk as dié waarop dié leerling werksaam is nie.

(2) Benewens die lone betaalbaar aan werknemers ingevolge hierdie artikel moet hulle op elke betaaldag lewenskostoeloes betaal word soos bepaal in Oorlogsmatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(3) Geen bepaling van hierdie Ooreenkoms is so van krag dat dit die lone wat voor die datum van hierdie Ooreenkoms aan 'n werknemer betaal is, verminder nie.

5. PAYMENT OF WAGES AND OVERTIME.

(1) The wages and all other remuneration of employees shall be due and paid monthly or weekly should the employer so elect. If the services of an employee are terminated at any time before the usual pay-day of such employee, any wages and rates due to him shall be paid on such termination.

(2) (a) An employer who does not provide a female employee (other than a barmaid and a grade II employee) with lodging shall lieu thereof pay per month to such employee on the usual pay-day in addition to the wage the sum of £2.

(b) An employer who does not provide a grade II employee with lodging shall in lieu thereof pay per month to such employee on the usual pay-day in addition to the wage, the sum of 15s.

(c) An employer who does not provide a married male employee (other than a barman, grade II employee or night-watchman) with lodging shall in lieu thereof pay per month to him on the usual pay-day in addition to his wages not less than 10s.

(d) An employer who does not provide a grade II employee with three meals per day shall in lieu thereof pay per month to such employee on the usual pay-day in addition to the wage the sum of 30s.

(e) In addition to the wages set out in section 4 of this Agreement all employees shall, if they so desire, be provided free of charge with such meals as fall within the spreadover.

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

(4) No fines of any kind shall be imposed upon an employee.

(5) No employee shall be required to purchase goods from his employer.

(6) No deduction of any kind other than the following shall be made from the wages and rates of an employee:—

(a) Where an employee absents himself from work a pro rata amount may be deducted for the period of such absence.

(b) With the written consent of the employee, deductions may be made for holiday, sick, insurance, provident or pension funds, or for contributions to the funds of the trade unions.

(c) Contributions to Council funds shall be deducted in terms of section 16 of this Agreement.

(d) Where an employer is compelled by any law, ordinance or legal process to make payment for or on behalf of an employee, any amount so paid may be deducted.

(7) If an employee is required to serve in a higher grade than his own for a period in excess of 14 days, he shall be paid for the period he so serves at a rate laid down in the Agreement for that grade.

6. UNIFORMS.

(1) Where employers require any employees to wear uniforms of a distinctive design or colour such uniforms shall be provided by the employer free of charge and remain his property.

(2) Where, in the opinion of the employer, uniforms are ill-used, he may supply new uniforms, and subject to the approval of the Council deduct from the wages of the employees concerned amounts representing the estimated loss to him by reason of the ill-use.

(3) If an employee to whom a new uniform has been supplied, resigns his employment within three months of the date of such supply, the employer may, subject to the approval of the Council, deduct from wages due to an amount not exceeding half the cost of such uniform. The uniform shall nevertheless remain the property of the employer.

(4) The cost of laundering of coats and caps for cooks, waiters, pages and wine stewards shall be borne by the employer.

7. JUVENILES.

No juvenile under the age of 16 years shall be employed in any establishment.

8. PROPORTION OR RATIO OF EMPLOYEES.

(1) There shall be employed one class A barman before a class B or class C barman may be employed; provided that in an establishment employing only one barman such employee may be a class B barman.

For each class A barman there may be employed not more than two class B barmen and one class C barman, or one class B barman and two class C barmen.

For each class A and class B barman there may be employed not more than one learner barman.

(2) Before a learner waiter or a learner waitress may be employed in an establishment, there shall first be employed in such establishment not less than two waiters or waitresses respectively, each in receipt of not less than the minimum wages prescribed in this Agreement for a qualified waiter or waitress, as the case may be, and thereafter for every two waiters or waitresses each in receipt of not less than such wages there may be employed not more than one learner waiter or waitress respectively.

5. BETALING VAN LONE EN OORTYD.

(1) Die lone en alle ander besoldiging van werknemers is verskuldig en moet maandeliks betaal word of weekliks as die werkgewer dit so verkies. As die dienste van 'n werknemer te eniger tyd voor die gewone betaaldag van die werknemer eindig, moet alle lone en stuklone wat aan hom verskuldig is by die beëindiging betaal word.

(2) (a) 'n Werkgewer wat nie 'n vroulike werknemer (behalwe 'n kantienmeisie en 'n graad II-werknemer), van huisvesting voorsien nie, moet in plaas daarvan aan sodanige werknemer maandeliks op die gewone betaaldag benewens die loon die bedrag van £2 betaal.

(b) 'n Werkgewer wat nie 'n graad II-werknemer van huisvesting voorsien nie, moet in plaas daarvan aan sodanige werknemer maandeliks op die gewone betaaldag benewens die loon, die bedrag van 15s. betaal.

(c) 'n Werkgewer wat nie 'n getroude manlike werknemer (behalwe 'n kantienman, graad II-werknemer of nagwag), van huisvesting voorsien nie, moet in plaas daarvan aan hom maandeliks op die gewone betaaldag, benewens sy loon, minstens 10s. betaal.

(d) 'n Werkgewer wat nie 'n graad II-werknemer van drie etes per dag voorsien nie, moet in plaas daarvan maandeliks op die gewone betaaldag benewens die loon die bedrag van 30s. betaal.

(e) Benewens die lone wat in artikel 4 van hierdie Ooreenkoms uiteengesit is, moet alle werknemers, as hulle dit verlang, kosteloos van die etes voorsien word as wat binne die werkdagverdeling val.

(3) Geen premie mag vir die opleiding van 'n werknemer gevorder of aangeneem word nie.

(4) Geen boetes van watter aard ook al mag aan 'n werknemer opgelê word nie.

(5) Van geen werknemer mag vereis word om goedere van sy werkgewer te koop nie.

(6) Geen kortings hoegenaamd, behalwe onderstaande, mag van die lone en stuklone van 'n werknemer afgetrek word nie:—

(a) As 'n werknemer van die werk af wegbly, kan 'n pro rata bedrag vir die duur van die afwesigheid afgetrek word;

(b) met skriftelike toestemming van die werknemer kan kortings afgetrek word vir vakansie-, siekte-, versekerings-, voorsorg- of pensioenfondse of vir bydraes aan die fondse van die vakvereniging;

(c) bydraes tot Raadsfondse met ingevolge artikel 16 van hierdie Ooreenkoms afgetrek word;

(d) as 'n werkgewer by enige Wet, Ordonnansie of regseding verplig is om vir of namens 'n werknemer betaling te doen, kan enige bedrag wat aldus betaal is, afgetrek word.

(7) As van 'n werkgewer vereis word om vir 'n tydperk van langer as 14 dae in 'n hoër graad as sy eie te dien, moet hy vir die tydperk wat hy aldus dien, teen die skaal betaal word wat in die Ooreenkoms vir daardie graad vasgestel is.

6. UNIFORMS.

(1) As werkgewers en werknemers verlang om uniforms van 'n kentekenende ontwerp of kleur te dra, moet die werkgewer sulke uniforms kosteloos verskaf en hulle bly sy eiendom.

(2) Waar uniforms na die mening van die werkgewer misbruik word, kan hy nuwe uniforms verskaf en, onderworpe aan die goedkeuring van die Raad, bedrae van die lone van die betrokke werknemers aftrek wat die geraamde verlies wat hy deur genoemde misbruik gely het, verteenwoordig.

(3) As 'n werknemer aan wie 'n nuwe uniform verskaf is, sy betrekking binne drie maande na die datum van sodanige verskaffing neêrte kan die werkgewer, onderworpe aan die goedkeuring van die Raad, van sy verskuldigde loon 'n bedrag van hoogstens die helfte van die koste van sodanige uniform aftrek. Die uniform bly nietemin die eiendom van die werkgewer.

(4) Die koste van was en stryk van baadjies en pette vir kokke, kelners, joggies en wynkelners moet deur die werkgewer gedra word.

7. JEUGDIGES.

Geen jeugdige onder 16 jaar mag in 'n inrigting in diens geneem word nie.

8. GETALLEVERHOUDING VAN WERKNEMERS.

(1) Daar moet een klas A-kantienman in diens wees voor 'n klas B- of klas C-kantienman in diens geneem kan word; met dien verstande dat in 'n inrigting waar slegs een kantienman in diens is, sodanige werknemer 'n klas B-kantienman mag wees.

Vir elke klas A-kantienman kan daar hoogstens twee klas B-kantienmanne, en een klas C-kantienman, of een klas B-kantienman en twee klas C-kantienmanne, in diens geneem word.

Vir elke klas A- en klas B-kantienman kan daar hoogstens een leerling-kantienman in diens geneem word.

(2) Voor 'n leerling-kelner of leerling-kelnerin in 'n inrigting in diens geneem kan word, moet daar eers in dié inrigting onderskeidelik minstens twee kelners of kelnerinne in diens geneem wees, wat elk minstens die minimum lone voorgeskryf in hierdie Ooreenkoms vir 'n gekwalifiseerde kelner, of na gelang van die geval, kelnerin, ontvang en daarna kan daar vir elke twee kelners of kelnerinne, wat elkeen minstens dié lone ontvang hoogstens een leerling-kelner of -kelnerin onderskeidelik in diens geneem word.

(3) Before a learner cook, male, or a learner cook, female, may be employed in an establishment, there shall be employed in such establishment not less than one class A cook, male, or one class A cook, female, respectively, and thereafter for every class A or class B cook, male, or cook, female, there may be employed in such establishment not more than one learner cook, male, or learner cook, female, respectively.

(4) For the purposes of this section, an employer who is actively engaged in his own establishment in the work of a barman and/or cook may be reckoned as either a class A barman or a class A cook, but not both; provided he has caused his name to appear on the register prescribed under section fifty-seven (1) of the Act, and has clearly stated therein whether he desires to be reckoned as a class A barman or a class A cook.

(5) Casual or part-time employees shall not be reckoned as employees for the purposes of this section.

9. HOURS OF WORK.

(1) The ordinary working hours of an employee shall not exceed 60 in any one week or 9 on any one day which shall be completed within a spreadover of 14 hours; provided that in the case of a porter, the spreadover shall not be restricted to 14 hours.

(2) An employee who is required to work on any one day in excess of the ordinary working hours for such day, shall be allowed to add such excess to his time off on the following day; provide that for any hours worked in excess of 60 hours a week an employee shall be paid one and a half times the hourly rate.

(3) Every employee shall be granted not less than 30 minutes for each meal falling within his hours of work, and no employee shall work longer than six hours without an interval of at least 30 minutes. All meal-times shall be included in the spreadover, but shall not form part of the hours of work.

(4) An employee who is required to resume work within an interval of less than eight hours after the completion of work on the previous day, shall be paid for each hour or part of an hour by which such interval is less than eight hours, not less than 2s.

(5) An employee who on any day is required by his employer to remain on his premises shall be deemed during the whole of the period he is so required to remain to be working.

(6) Every employee other than a barman, grade II employee and nightwatchman shall be granted by his employer one full working day off in each month.

10. HOLIDAYS.

(1) In respect of each fifty-two weeks of service with the same employer the following leave of absence on full pay shall be given:—

(a) All employees (other than grade II and nightwatchman): 3 weeks.

(b) Grade II employees and nightwatchman: 2 weeks.

(2) The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date such leave shall be granted and taken so as to commence within two months after the termination of fifty-two weeks' service. When in any year of an employee's service his employment is terminated before the completion of the year's, but after the completion of one month's employment, the employer shall pay to the employee for each completed week of employment in the uncompleted year, two-fiftieths of a week's wages at the wage which the employee was receiving when his employment was terminated. An employee who is under notice to terminate his service may instead of such payment be given leave of absence on full pay for a pro rata period during the currency of such notice.

(3) For the purpose of the proceeding sub-section, an employee's service shall be counted from the date on which he last became entitled to leave on full pay, or the date of his commencing his service, whichever is the later.

(4) No employee shall be permitted to work for wages or any other consideration during the period of his absence on leave on full pay.

(5) Casual leave of absence shall be deducted from the annual leave each year, provided no deduction from wages is made in respect of such absence.

11. SICK LEAVE.

Each employee shall be entitled to fourteen days' sick leave on full pay, during every twelve months' continuous service with the same employer; provided that—

(a) he has completed three months' continuous service with the same employer; and

(b) he produces at his own expense a medical certificate, in respect of his illness, issued by a registered medical practitioner; and

(c) his illness is not due to causes within his control.

12. CERTIFICATES OF SERVICE.

(1) An employer shall upon termination of the contract of employment of any member of any class 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 and the date of engagement of the employee, the date of termination of the contract of employment and the rate of remuneration of such employee at the date of such termination.

(3) Voor 'n manlik leerling-kok of 'n vroulike leerling-kok in 'n inrigting in diens geneem kan word, moet daar in sodanige inrigting minstens een manlike kok, klas A, of een vroulike kok, klas A, onderskeidelik in diens wees en daarna kan daar vir elke manlike kok, klas A of klas B, of vroulike kok in die inrigting hoogstens onderskeidelik een manlike leerling-kok of vroulike leerling-kok in diens geneem word.

(4) Vir die toepassing van hierdie artikel kan 'n werkgewer wat in sy eie inrigting die werk van kantienman en/of kok verrig, as klas A-kantienman of as klas A-kok gereken word, maar nie as albei nie; met dien verstande dat hy sorg dat sy naam verskyn op die register voorgeskryf ingevolge artikel sewe-en-veertig (1) van die Wet en duidelik daarin verklaar het of hy verlang om as klas A-kantienman of klas A-kok gereken te word.

(5) Los of deelydse werknemers mag nie vir doeleindes van hierdie artikel as werknemers gereken word nie.

9. WERKURE.

(1) Die gewone werkure van 'n werknemer is hoogstens 60 per week, of 9 per dag, wat binne 'n werkdagverdeling van 14 uur voltooi moet word; met dien verstande dat in geval van 'n kruier die werkdagverdeling nie tot 14 uur beperk word nie.

(2) As van 'n-werknemer verlang word om op enige dag meer as die gewone werkure vir sulke dag te werk, moet hom toegestaan word om die ekstra tyd aan sy vryaf tyd op die volgende dag toe te voeg; met dien verstande dat vir alle ure wat bo 60 in 'n week gewerk word, 'n werknemer anderhalfmaal die uurloon betaal moet word.

(3) Elke werknemer moet minstens 30 minute toegestaan word vir elke ete wat binne sy werkure val, en geen werknemer mag langer as ses uur werk sonder 'n onderbreking van minstens 30 minute nie. Alle etenstye is in die werkdagverdeling inbegrepe, maar vorm nie deel van die werkure nie.

(4) 'n Werknemer van wie vereis word om binne 'n onderbreking van minder as agt uur na voltooiing van werk op die vorige dag werk te hervat, moet vir elke uur, of deel van 'n uur, wat sodanige onderbreking minder as agt uur is, minstens 2s. betaal word.

(5) Dit word beskou dat 'n werknemer, van wie op enige dag deur sy werkgewer vereis word om op sy perseel te bly, werk gedurende die hele tyd wat aldus van hom vereis word om te bly.

(6) Elke werknemer, behalwe 'n kantienman, graad II-werknemer en nagwag, moet deur sy werkgewer een volle werkdag vryaf per maand gegee word.

10. VERLOF.

(1) Ten opsigte van elke twee-en-veertig weke diens by dieselfde werkgewer moet onderstaande afwesigheidsverlof met volle betaling gegee word:—

(a) Alle werknemers (behalwe graad II en nagwagte): 3 weke.

(b) Werknemers, graad II en nagwagte: 2 weke.

(2) Die werkgewer kan die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgewer nie aan 'n werknemer sy verlof tyd op 'n vroeër datum toegestaan het nie, moet die verlof toegestaan en geneem word sodat dit minstens twee maande na voltooiing van twee-en-veertig weke diens begin. As 'n werknemer se diens in enige jaar van sy diens voor voltooiing van die jaar, maar na voltooiing van een maand diens eindig, moet die werkgewer aan die werknemer vir elke volle week diens in die onvoltooide jaar twee-veertigstes van 'n week se loon betaal teen die skaal wat die werknemer ontvang het toe sy diens beëindig is. 'n Werknemer wat onder diensopsegging staan, kan, gedurende die diensopseggingstermyn in plaas van sodanige betaling, afwesigheidsverlof met volle betaling gegee word vir 'n pro rata tydperk.

(3) Vir die doel van die voorafgaande subartikel, moet 'n werknemer se diens bereken word van die datum af waarop hy laas tot verlof met volle betaling geregtig geword het of, na gelang van die jongste, die aanvangsdatum van sy diens.

(4) Geen werknemer mag toegelaat word om tydens sy afwesigheid met verlof met volle betaling vir loon of enige ander vergoeding te werk nie.

(5) Geleentheidsverlof moet elke jaar van die jaarlikse verlof afgetrek word; met dien verstande dat ten opsigte van die afwesigheid geen korting van lone afgetrek word nie.

11. SIEKTEVERLOF.

Elke werknemer is geregtig tot veertien dae siekteverlof met volle betaling gedurende elke twaalf maande onafgebroke diens by dieselfde werkgewer; met dien verstande dat—

(a) hy drie maande onafgebroke diens by dieselfde werkgewer voltooi het; en

(b) hy ten opsigte van sy siekte vir eie rekening 'n sertifikaat voorle wat deur 'n geregistreerde dokter uitgereik is; en

(c) sy siekte nie aan oorsake binne sy beheer te wyte is nie.

12. DIENSSERTIFIKAAT.

(1) 'n Werkgewer moet by beëindiging van die dienskontrak van enige lid van enige klas van sy werknemers, behalwe 'n los werknemer, die werknemer voorsien van 'n dienssertifikaat waarop die volle naam van die werkgewer en van die werknemer, die aard van die diens en die datum van indiensneming van die werknemer, die datum van beëindiging van die dienskontrak en die loon van die werknemer op datum van die beëindiging aangegee is.

(2) An employer shall, before engaging an applicant for work as a learner require such applicant to produce a certificate of service issued in accordance with the provisions of sub-section (1) of this section or a certificate signed by the Secretary to the Council specifying the length of previous experience which shall be reckoned for the purpose of determining the wage payable to the applicant.

13. TERMINATION OF SERVICE.

Not less than one week's notice shall be given by an employer or employee to terminate the contract of service; provided that an employee who has completed less than four weeks' service, or his employer shall be entitled to terminate the contract of service on not less than 24 hours' notice. 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 an employee which provides for a longer period of notice than is prescribed in this section.

The provisions of this section shall not apply to casual employees.

14. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, 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 was granted has expired.

(3) The Secretary to the Council shall issue to every person granted exemption in accordance with the provisions of sub-section (1) of this section, a licence, signed by him, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
- (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
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

15. COUNCIL FUNDS.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:—

1s. per month for all employees (other than grade II and nightwatchmen) shall be deducted by each employer during the last week in each month from the earnings of each of his employees receiving not less than £4 per month or £1 per week, including board and lodging. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the fifteenth day of each month, the total sum to the Secretary of the Council, P.O. Box 357, East London.

16. ADMINISTRATION OF AGREEMENT.

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

17. EXHIBITION OF AGREEMENT.

Every employer shall at all times exhibit in his establishment in a place readily accessible to his employees, a legible copy of this Agreement, in both official languages, and in the form prescribed in the regulations under the Act.

18. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

Employers shall give to any of their employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

19. 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 records of wages paid, time worked, and payments made for overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

20. EMPLOYMENT OF TRADE UNION LABOUR.

The members of the employer's organization undertake to employ only members of the trade union, and members of the trade union agree to work only for employers who are members of the employers' organization; provided that this section shall not apply where an employer or employee has in the opinion of the Council been refused membership of a party to the Agreement without good cause and has reported such refusal to the Secretary of the Council within fourteen days thereof.

(2) 'n Werkgever moet voor hy 'n applikant vir werk as leerling in diens neem van die applikant vereis om 'n diens-sertifikaat te toon wat uitgereik is ooreenkomstig die bepaling van subartikel (1) van hierdie artikel of 'n sertifikaat onderteken deur die Sekretaris van die Raad waarin die duur van vorige ervaring gespesifiseer word wat vir doeleindes van die vasstelling van die loon wat aan die applikant betaalbaar is, gereken moet word.

13. DIENSBEEÏNDIGING.

Die werkgever of die werknemer moet die diens met minstens een week opseë; met dien verstande dat 'n werknemer wat minder as vir weke diens voltooi het, of sy werkgever, geregtig is om die dienskontrak te beëindig met minstens 24 uur opsegging. Hierdie artikel raak nie die werkgever of werknemer se reg om die dienskontrak sonder diensopsegging te beëindig om enige goeie rede wat volgens Wet as voldoende erken word en ook nie enige ooreenkoms tussen 'n werkgever en 'n werknemer wat 'n langer diensopseggingstermyn bepaal as wat in hierdie artikel voorgeskryf word nie.

Die belyngs van hierdie artikel is nie op los werknemers van toepassing nie.

14. VRYSTELLING.

(1) Die Raad kan vrystelling van enige bepaling van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon van wie vrystelling ingevolge die belyngs van subartikel (1) van hierdie artikel verleen is, die voorwaardes vasstel waarop die vrystelling verleen word en die tydperk wat die vrystelling van krag is, met dien verstande dat die Raad na 'n goeie dunks, nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die belyngs van subartikel (1) van hierdie artikel verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en wat onderstaande vermeld is:—

- (a) Die naam van die betrokke persoon voluit;
 - (b) die belyngs van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel in ooreenstemming met die belyngs van subartikel (2) van hierdie artikel waarop sodanige vrystelling verleen word; en
 - (d) die tydperk wat die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
 - (b) 'n kopie hou van elke sertifikaat wat uitgereik word; en
 - (c) ingeval vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

15. RAADSFONDS.

In die fondse van die Raad wat by die Raad berus en deur die Raad beheer word, word op onderstaande wyse voorsien:—

1s. per maand vir alle werknemers (behalwe graad-II en nagwagte) moet deur elke werkgever gedurende die laaste week in elke maand, van die verdienste van elkeen van sy werknemers wat minstens £4 per maand of £1 per week met inbegrip van kos en inwoning verdien, afgetrek word. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag maandeliks uiterlik op die vyftiende dag van elke maand aan die Sekretaris van die Raad, Posbus 357, Oos-Londen, stuur.

16. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie strydig met die belyngs daarvan is nie.

17. VERTONING VAN OOREENKOMS.

Elke werkgever moet te alle tye 'n leesbare kopie van hierdie Ooreenkoms in albei offisiële tale in die vorm voorgeskryf by die regulasies ingevolge die Wet, in sy inrigting, op 'n plek maklik toeganklik vir sy werknemers, vertoon.

18. VERTEENWOORDIGERS VAN DIE VAKVERENIGING OP DIE RAAD.

Werkgewers moet aan hul werknemers wat verteenwoordigers op die Raad is alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad uit te voer.

19. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om behulpsaam te wees by die toepassing van die belyngs van hierdie Ooreenkoms. 'n Agent kan enige inrigting binnegaan en enige werkgever of werknemer ondervra en die state van lone wat betaal is, tyd wat gewerk is en betalings wat vir oortyd gedoen is, inspekteer ten einde vas te stel of die belyngs van hierdie Ooreenkoms nagekom word.

20. INDIENSNEMING VAN LEDE VAN VAKVERENIGINGS.

Die lede van die werkgewersorganisasie onderneem om slegs lede van die vakvereniging in diens te neem en lede van die vakvereniging stem toe om slegs vir werkgewers te werk wat lede van die werkgewersorganisasie is; met dien verstande dat hierdie artikel nie van toepassing is waar 'n werkgever of werknemer na die mening van die Raad lidmaatskap van 'n party by die Ooreenkoms sonder goeie rede geweier is en die weiering binne veertien dae daarna aan die Sekretaris van die Raad aangemeld het nie.

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 any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation.

21. GENERAL.

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

Signed at East London, on behalf of the parties, on this 23rd May, 1951.

N. McCALLUM,
Chairman of the Council.
J. H. KLEYNHANS,
Vice-chairman of the Council.
N. D. BAXTER,
Secretary of the Council.

Die bepalings van hierdie artikel is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika van toepassing nie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande wat hy in die nywerheid begin werk het, weer om op aansoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

21. ALGEMEEN.

Dit word beskou dat niks in hierdie Ooreenkoms die indiensneming van enige persoon wie se indiensneming volgens 'n Wet verbied is, of die indiensneming van enige persoon te eniger tyd of tye wat volgens Wet verbied is, magtig nie.

Namens die partye hede die 23ste dag van Mei 1951, in Oos-Londen geteken.

N. McCALLUM,
Voorsitter van die Raad.
J. H. KLEYNHANS,
Ondervoorsitter van die Raad.
N. D. BAXTER,
Sekretaris van die Raad.



“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



„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

ONTEKENELD: In die Unie van S.A., S.W.A., Betsjoanaland-Protectoraat, Swasieland, Basoetoland, 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

CRIMINAL PROCEDURE AND EVIDENCE ACT, 1917

(Act No. 31 of 1917)

*(With Amendments up to and
including 1933)*

Price 2s. 6d

Obtainable from the Government Printer, Pretoria
and Cape Town

WET OP DIE KRIMINELE PROSEDURE EN BEWYS- LEWERING, 1917

(Wet No. 31 van 1917)

(Met Wysigings tot en met 1933)

Prys 2s. 6d.

Verkrygbaar by die Staatsdrukker, Pretoria
en Kaapstad