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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. 755.] [15 April 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

LIQUOR AND CATERING TRADE, DURBAN.

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 appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding from the second Monday after publication of this notice and for the period ending the 12th April, 1957, upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and the employees who are members of that organization or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) and 23 of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending the 12th April, 1957, upon the other employers and employees engaged or employed in the said trade in the area within a radius of 10 miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of 11 miles from the General Post Office, Durban; 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 10 miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of 11 miles from the General Post Office, Durban, and from the second Monday after publication of this notice and for the period ending the 12th April, 1957, the provisions contained in clauses 3 to 13 (inclusive), 16, 17, 18 and 23 of the said Agreement shall *mutatis mutandis* apply in respect of such persons 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.

GOEWERMENSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 755.] [15 April 1954.
NYWERHEID-VERSOENINGSWET, 1937.

DRANK- EN VERVERSINGSBEDRYF, DURBAN.

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 verskyn en betrekking het op die Drank- en Verversingsbedryf, vanaf die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat op 12 April 1957 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19 en 23 van genoemde Ooreenkoms vanaf die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat op 12 April 1957 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die gebied binne 'n straal van 10 myl van die Hoofposkantoor, Durban, maar binne die magistraatsdistrik Durban en daardie gedeeltes van die magistraatsdistrikte Inanda en Pinetown wat binne 'n straal van 11 myl van die Hoofposkantoor, Durban, val;
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 13, 16, 17, 18 en 23 van genoemde Ooreenkoms vanaf die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat op 12 April 1957 eindig, in die gebied binne 'n straal van 10 myl van die Hoofposkantoor, Durban, maar binne die magistraatsdistrik Durban en daardie gedeeltes van die magistraatsdistrikte Inanda en Pinetown wat binne 'n straal van 11 myl van die Hoofposkantoor, Durban, val, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf wat nie by die woord-omskeywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, DURBAN.

AGREEMENT

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

Hotel Association of Durban and District

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

The Natal Liquor and Catering Trade 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, Durban.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the area within a radius of ten miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of eleven miles from the General Post Office, Durban.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force for three years or for such period as may be fixed by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1937;

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

"class A barman" means a barman employed to serve Europeans or to serve liquor to the staff for delivery to European customers in an establishment other than a wine and malt establishment and who has had not less than three years experience as such;

"learner class A barman" means an employee employed to learn the work of a class A barman, and who has had less than three years' experience;

"class B barman" means a barman employed in an establishment other than a wine and malt establishment, wherein the sale of liquor is confined exclusively to non-Europeans, and who has had not less than one year of experience;

"learner class B barman" means an employee employed to learn the work of a class B barman and who has had less than one year of experience;

"class C barman" means a barman employed to serve Europeans in a wine and malt and six day establishment and who has had not less than three years' experience as such.

"learner class C barman" means an employee employed to learn the work of a class C barman and who has had less than three years' experience;

"class D barman" means a barman employed in a wine and malt establishment wherein the sale of liquor is confined exclusively to non-Europeans, and has had not less than one year of experience;

"learner class D barman" means an employee employed to learn the work of a class D barman and who has had less than one year of experience;

"cashier" means an employee who is engaged wholly or mainly in receiving or handling cash, and in performing clerical work connected therewith;

"cashier, short time," means a cashier employed for a maximum of 4½ hours daily within a spreadover of 8 hours;

"casual employee" means an employee who is engaged for a period not exceeding one week at a time;

"cook" means an employee (other than a learner or grade II employee) who is wholly or mainly engaged in any operation in the preparation or cooking of food;

"Council" means the Industrial Council for the Liquor and Catering Trade, Durban, registered in terms of section nineteen of the Act;

"curry cook" means an employee who is engaged in the preparation of Indian curry, Indian curry dishes and food in curry rooms and/or Indian dining-rooms;

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF, DURBAN.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937 gesluit en aangegaan tussen die

Hotel Association of Durban and District

(hieronder „die werkgewers" of die „werkgewers organisasie" genoem), aan die een kant, en die

Natal Liquor and Catering Trade Employee's Union

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

wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die gebied binne 'n omtrek van tien myl van die Hoofposkantoor, Durban, af maar binne die makistraatsdistrik Durban en dié gedeeltes van die magistraatsdistrikte Inanda en Pinetown wat binne 'n omtrek van elf myl van die Hoofposkantoor, Durban, val, nagekom word.

2. TYDPERK VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet vasstel en bly van krag vir drie jaar of 'n tydperk wat hy bepaal.

3. WOORDOMSKRYPING.

Elke uitdrukking wat in hierdie Ooreenkoms gebesig word en wat in die Wet bepaal is, het dieselfde betekenis as in daardie Wet en tensy 'n ander bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens, en enige verwysing na 'n wet omvat ook elke wysiging van dié wet; tensy strydig met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„kantienman", 'n werknemer uitgesonderd 'n wynkelner, wat drank oor of van die toonbank af in 'n inrigting verkoop;

„kantienman klas A", 'n kantienman wat in diens is om blankes te bedien of om drank aan die personeel te oorhandig om aan blanke klante in 'n inrigting te bedien, maar nie in 'n wyn- en bierinrigting nie, en wat minstens drie jaar ondervinding as sulks het;

„leerling-kantienman klas A", 'n werknemer in diens om die werk van 'n kantienman klas A te leer en minder as drie jaar ondervinding het;

„kantienman klas B", 'n kantienman in diens in 'n inrigting (uitgesonderd 'n wyn- en bierinrigting) waarin die verkoop van drank uitsluitlik tot nie-blankes beperk is, en minstens een jaar ondervinding het;

„leerling-kantienman klas B", 'n werknemer wat die werk van 'n kantienman klas B leer en minder as een jaar ondervinding het;

„kantienman klas C", 'n kantienman wat in diens is om blankes in 'n wyn- en bierinrigting waarin daar ses dae in 'n week gewerk word, te bedien en minstens drie jaar ondervinding as sulks het;

„leerling-kantienman klas C", 'n werknemer wat die werk van 'n kantienman klas C leer en minder as drie jaar ondervinding het;

„kantienman klas D", 'n kantienman in diens in 'n wyn- en bierinrigting waarin die verkoop van drank uitsluitlik tot nie-blankes beperk is en minstens een jaar ondervinding het;

„leerling-kantienman klas D", 'n werknemer wat die werk van 'n kantienman klas D leer en minder as een jaar ondervinding het;

„kassier", 'n werknemer wat uitsluitlik of hoofsaaklik kontant ontvang en hanteer en klerklike werk in verband daarmee verrig;

„korttydse kassier", 'n kassier wat binne 'n werkverdeling van 8 uur hoogstens 4½ uur daaglikse werk;

„los werknemer", 'n werknemer wat hoogstens een week op 'n keer in diens geneem word;

„kok", 'n werknemer (uitgesonderd 'n leerling of werknemer graad II) wat uitsluitlik of hoofsaaklik werk in verband met die bereiding of kook van kos verrig;

„Raad", die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban, wat ooreenkomstig artikel negentien van die Wet geregistreer is;

„kerriekok", 'n werknemer wat Indiese kerrie, Indiese kerriegeregte en kos in kerriekamers en/of Indiese eetkamers berei;

"curry waiter" means an employee engaged for the purpose of serving guests at a table or elsewhere in a curry room or Indian dining-room;

"establishment" means any premises in respect of which there is held for the sale of liquor therein, thereon, or therefrom one or more of the licences specified in the definition of the liquor and catering trade;

"experience" means the total period of employment an employee has had, before or subsequent to the date of the commencement of this Agreement, in the occupation in which he is employed in the liquor and catering trade; provided that, for the purpose of the definitions of "off-sales attendant, qualified", and "off-sales attendant, unqualified", experience shall mean the total period of employment an employee has had as an off-sales attendant since 1926, including employment in a bottle store;

"female general assistant" means a female employee performing work not specifically included in the duties of any other employee defined in this Agreement;

"grade I employee" means any male employee who is not otherwise specified in sub-section (1) of section 4 of this Agreement;

"grade II employee" means an employee engaged wholly or mainly in one or more of the following occupations:—

- (a) Cleaning animals, footwear, furniture, premises, utensils, vehicles, or other articles and/or carrying foodstuffs, luggage, parcels, utensils, or other articles including serving early morning tea, coffee, cocoa, or similar beverages to guests;
- (b) cleaning and/or preparing fish, fruit, meats, poultry, vegetables, plucking poultry, peeling and/or cutting up fruit and vegetables, cooking rations for natives, cooking porridge and eggs;
- (c) making or maintaining fires or removing refuse;
- (d) tending animals or poultry;
- (e) pushing or pulling any manually propelled vehicles, driving service and goods lifts;
- (f) guarding premises and their contents, luggage, parcels or other articles;
- (g) attending to foodstuffs in the process of cooking, under the supervision of a cook and who may in addition to any of the said duties make toast, tea, coffee, cocoa, or similar beverages and receive messages or run errands;
- (h) packing and sorting bottles, receiving goods, stacking cases and the like;

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

"hourly wage" means—

- (a) (1) in establishments other than wine and malt establishments, in the case of all employees, other than off-sales attendants and grade II employees, the weekly wage divided by 54;
- (2) in the case of grade II employees the weekly wage divided by 59;
- (b) in wine and malt establishments, in the case of all employees excepting grade II employees and off-sales attendants, the weekly wage divided by 54 and in the case of grade II employees the weekly wage divided by 60;
- (c) in the case of off-sales attendants the weekly wage divided by 46;

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

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

"juvenile" means any employee over the age of 16 years, but under the age of eighteen years;

"learner" means an employee whose experience in the particular occupation in which he is engaged has been, if employed as—

- (a) a cook (other than a curry cook) less than one year and six months;
- (b) a still-room employee, "unqualified"—less than one year and six months;
- (c) a waiter (other than a curry waiter) less than two years;

"kerriekelner", 'n werknemer wat gaste aan 'n tafel of elders in 'n kerriekamer of Indiese eetkamer bedien;

"inrigting", 'n inrigting ten opsigte waarvan vir die verkoop van drank daarin, daarop of daaruit, een of meer van die lisensies, genoem in die woordskrywing van die Drank- en Verversingsbedryf, gehou word;

"ondervinding", die totale tydperk wat 'n werknemer voor- of na die datum van inwerkingtreding van hierdie Ooreenkoms, in die beroep wat hy in die Drank- en Verversingsbedryf uitoefen, werksaam was; met dien verstande dat vir die toepassing van die woordskrywing van "buiteverbruikassistent, gekwalifiseer" en "buiteverbruikassistent, ongekwalifiseer", ondervinding die totale tydperk van diens as 'n buiteverbruikassistent beteken wat 'n werknemer sedert 1926 het, met inbegrip van diens in 'n drankwinkel;

"algemene vroulike assistent", 'n vroulike werknemer wat werk verrig wat nie uitdruklik by die pligte van enige ander werknemer, in hierdie Ooreenkoms bepaal, inbegrepe is nie;

"werknemer graad I", 'n manlike werknemer wat nie andersins in subartikel (1) van artikel 4 van hierdie Ooreenkoms genoem is nie;

"werknemer graad II", 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

- (a) Diere, skoelise, meubels, persele, gerei, voertuie of ander voorwerpe skoonmaak en/of eetware, bagasie, pakkies, gerei of ander voorwerpe dra met inbegrip van moretee, -koffie, -kakao of dergelike drankke aan gaste bedien;
- (b) vis, vrugte, vleissoorte, pluimvee en groente skoonmaak en/of voorberei, pluimvee pluk, vrugte en groente skil en/of opsnij, rantsoene vir natuurlike kook, pap en eiers kook;
- (c) vuur maak en aan die brand hou of vuilgoed verwyder;
- (d) diere of pluimvee versorg;
- (e) enige handvoertuig stoot of trek; diens- en goederehysers bedien;
- (f) persele en hul inhoud, bagasie, pakkies of ander artikels bewaak;
- (g) onder toesig van 'n kok eetware wat gekook word, versorg en wat, benewens enigeen van genoemde werksaamhede, roosterbrood, tee koffie, kakao of dergelike drankke kan maak en boodskappe kan ontvang en aflewer;
- (h) bottels verpak en sorteer; goedere ontvang; kiste en dergelike artikels stapel;

"hoofkelder", 'n werknemer wat uitsluitlik of hoofsaaklik klante hul sitplekke aanwys en wat algemene toesig hou oor die bediening van klante; en een wat aan die hoof van 'n ondergeskikte personeel van kelders staan;

"uurloon"—

- (a) (1) in inrigtings uitgesonderd wyn- en bierinrigtings, in die geval van alle werknemers, uitgesonderd buiteverbruikassistenten en werknemers graad II, die weekloon gedeel deur 54;
- (2) in die geval van werknemers graad II, die weekloon gedeel deur 59;
- (b) in wyn- en bierinrigtings, in die geval van alle werknemers uitgesonderd werknemers graad II en buiteverbruikassistenten, die weekloon gedeel deur 54 en in die geval van werknemers graad II die loon gedeel deur 60;
- (c) in die geval van buiteverbruikassistenten, die weekloon gedeel deur 46;

"huishoudster", 'n vroulike werknemer wat spesiaal bevele gee aan en toesig hou oor die werk van binnemeisies en kamermeisies en wat buitendien enige werk van 'n binnemeisie of kamermeisie kan verrig;

"binnemeisie" of "kamermeisie", 'n vroulike werknemer wat gaste se slaapkamers, sitkamers of ander gedeeltes van 'n inrigting afstof en aan die kant maak; wat beddens opmaak en help by die ontvang en herstel van huislinne, linne en wasgoed hanteer, voorrade uitreik en toesig oor werknemers graad II hou;

"jeugdige", enige werknemer oor die ouderdom van 16 jaar, maar onder die ouderdom van 18 jaar;

"leerling", 'n werknemer wie se ondervinding in die bepaalde bedryf waarin hy werksaam is, as hy werksaam is as—

- (a) 'n kok (uitgesonderd 'n kerriekok), minder as een jaar en ses maande is;
- (b) 'n sitkamerwerknemer, ongekwalifiseer, minder as een jaar en ses maande is;
- (c) 'n kelder (uitgesonderd 'n kerriekelder) minder as twee jaar is;

"lift attendant" means an employee wholly or mainly engaged in working a passenger lift in an establishment;

"liquor and catering trade" means the trade carried on in connection with any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the following licences under provisions of the Liquor Act, 1928, namely:—

- (i) Restaurant liquor licence;
- (ii) hotel liquor licence;
- (iii) bar licence;
- (iv) theatre or sports ground liquor licence;
- (v) temporary liquor licence;
- (vi) late hour occasional licence;
- (vii) wine and malt liquor licence;

"off-sales attendant" means an employee who is wholly or mainly engaged in the sale of liquor for the consumption off the licensed premises;

"off-sales attendant, male, qualified" means an off-sales attendant who has had not less than five years' experience;

"off-sales attendant, male, unqualified" means an off-sales attendant who has had less than five years' experience;

"off-sales attendant, female, qualified" means an off-sales attendant who has had not less than four years' experience;

"off-sales attendant, female, unqualified" means an off-sales attendant who has had less than four years' experience;

"page" means a male employee engaged in running errands, delivering letters, messages or parcels and answering bells or telephone calls and who may in addition work a passenger lift for a period not exceeding 5 hours a day;

"part-time employee" means any employee who is employed for not more than four days in any one week and whose weekly total of working hours does not exceed thirty-six;

"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 the establishment's vehicles, and who may in addition receive or deliver messages or packages or assist in serving meals or refreshments;

"qualified cook" means a cook other than a curry cook, who has had not less than eighteen months' experience as a cook;

"qualified waiter" means a waiter, other than a curry waiter, who has had not less than two years' experience as a waiter;

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

"rates" includes payments for overtime and payment in lieu of board and/or lodging and laundering;

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

"six-day establishment" means an establishment in which the Liquor and Catering trade is carried on for six days per week;

"spreadover" means the period in any day from the time the employee begins work to the time when he finishes work for the day. For the purpose of this definition "day" means any period of 24 hours from midnight to midnight;

"still-room employee" means an employee engaged wholly or mainly in making toast, sandwiches, snacks, tea, coffee, cocoa, or similar beverages, and handing such to waiters for service to customers;

"still-room employee, qualified," means an employee who has had not less than eighteen months' experience;

"still-room employee, unqualified," means an employee who has had less than eighteen months' experience;

"wage" means the hourly, daily, weekly or monthly wage and does not include commission;

"waiter" means an employee other than a curry waiter, who is engaged for the purpose of serving guests at table or any other part of the building occupied by guests, to answer bells, to mark billiards, and to perform such other service as the comfort and convenience of hotel guests may require, including the preparation of hors-d'oeuvres and 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 and malt establishment" means an establishment in respect of which a wine and malt liquor licence is held;

"hourly wage" means—

(a) in the case of employees other than class A barmen or class B barmen the weekly wage divided by the number of ordinary hours prescribed in section 7;

(b) in the case of class A barmen or class B barmen the weekly wage divided by 55½.

"hyserbediende", 'n werknemer wat uitsluitlik of hoofsaaklik 'n passasiershyser in 'n inrigting bedien;

"Drank- en Verversingsbedryf", die bedryf wat uitgeoefen word in verband met enige perseel ten opsigte waarvan vir die verkoop van drank daarin, daarop of daaruit een of meer van die volgende lisensies ingevolge die bepalings van die Drankwet, 1928, gehou word, t.w.—

- (i) restaurant-dranklisensie;
- (ii) hoteldranklisensie;
- (iii) kantienlisensie;
- (iv) teater- of sportgronde-dranklisensie;
- (v) tydelike dranklisensie;
- (vi) nagtelike geleentheidslisensie;
- (vii) wyn- en bier-dranklisensie;

"buiteverbruikassistent", 'n werknemer wat uitsluitlik of hoofsaaklik drank vir gebruik buite die gelisensieerde perseel verkoop;

"buiteverbruikassistent, manlik gekwalifiseer," 'n buiteverbruikassistent met minstens vyf jaar ondervinding;

"buiteverbruikassistent, manlik, ongekwalifiseer," 'n buiteverbruikassistent met minder as vyf jaar ondervinding;

"buiteverbruikassistent, vroulik, gekwalifiseer," 'n buiteverbruikassistent met minstens vier jaar ondervinding;

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

"joggie", 'n manlike werknemer wat boodskappe doen, briewe, boodskappe of pakkies aflewer en klokkes en telefoonoproep beantwoord en wat daarbenewens 'n passasiershyser vir 'n tydperk van hoogstens 5 uur per dag kan bedien;

"deeltydse werknemer", enige werknemer wat hoogstens vier dae in 'n week in diens is en wie se totale werkure hoogstens 36 in 'n week is;

"portier", 'n manlike werknemer wat uitsluitlik of hoofsaaklik treine, ens., ontmoet, reëlins tref dat gaste en hul bagasie na en van 'n inrigting gebring word, die inrigting se voertuie bestuur en wat daarbenewens boodskappe of pakkies kan ontvang of aflewer of by die bediening van etes of verversings kan help;

"gekwalifiseerde kok", 'n kok, uitgesonderd 'n kerriekok, met minstens 18 maande ondervinding as 'n kok;

"gekwalifiseerde kelner", 'n kelner, uitgesonderd 'n kerriekelner, met minstens twee jaar ondervinding as 'n kelner;

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

"skale", ook besoldiging vir oortyd en besoldiging in plaas van kos en/of huisvesting en was;

"inrigting waarin daar sewe dae gewerk word", 'n inrigting waarin die Drank- en Verversingsbedryf sewe dae per week uitgeoefen kan word;

"inrigting waarin daar ses dae gewerk word", 'n inrigting waarin die drank- en verversingsbedryf ses dae per week uitgeoefen word;

"werkverdeling", die tydperk op enige dag van die tyd af waarop die werknemer sy werk begin tot die tyd waarop hy sy werk vir die dag staak. Vir die toepassing van hierdie omskrywing beteken "dag" enige tydperk van 24 uur van middernag tot middernag;

"stilkamerwerknemer", 'n werknemer wat uitsluitlik of hoofsaaklik roosterbrood, toebroodjies, happies, tee, koffie, kakao of dergelike drankke maak en dit vir bediening van klante aan kelners oorhandig;

"stilkamerwerknemer, gekwalifiseer," 'n werknemer met minstens 18 maande ondervinding;

"stilkamerwerknemer, ongekwalifiseer," 'n werknemer met minder as 18 maande ondervinding;

"loon", die uurloon, dagloon, weekloon of maandloon sonder inbegrip van kommissie;

"kelner", 'n werknemer uitgesonderd 'n kerriekelner, wat in diens is om gaste aan tafel of in enige ander gedeelte van die gebou wat deur gaste bewoon word, te bedien, klokkes te beantwoord, by biljartspel te markeer, en om die dienste te verrig wat vir die gemak en gerief van hotelgaste vereis word. met inbegrip van die bereiding van hors d'oeuvres en ligte verversings;

"weekloon", die weekloon soos voorgeskryf in artikel 4 (1), of as 'n maandloon voorgeskryf word, sodanige maandloon gedeel deur 4½;

"wyn- en bierinrigting", 'n inrigting waarvoor 'n wyn- en bier-dranklisensie gehou word;

"uurloon"—

(a) in die geval van werknemers uitgesonderd kantienmanne klas A of kantienmanne klas B, die weekloon gedeel deur die getal gewone ure voorgeskryf in artikel 7;

(b) in die geval van kantienmanne klas A of kantienmanne klas B, die weekloon gedeel deur 55½.

4. WAGES.

(1) The minimum wage to be paid to the undermentioned employees shall be as follows:—

	GROUP I. <i>Employees other than Casual or Part-time Employees.</i>	GROUP II. <i>Casual Employees.</i>	GROUP III. <i>Part-time Employees.</i>
	<i>Per Week.</i> £ s. d.	<i>Per Day or Part of Day.</i> £ s. d.	<i>Per Day or Part of Day.</i> £ s. d.
Female general assistant.....	2 0 0	0 10 0	0 10 0
Female general assistant, with six months' experience in a licenced hotel.....	2 10 0	—	—
Class A barman, with less than six months' service with the same employer.....	6 10 0	1 7 6	1 7 6
Class A barman, after six months' unbroken service with the same employer.....	7 0 0	—	—
Class A barman, after twelve months' unbroken service with the same employer.....	7 10 0	—	—
Learner Class A barman, with less than one year of experience.....	4 6 6	—	—
Learner Class A barman, with one or more, but less than two years of experience..	5 2 6	—	—
Learner Class A barman, with two ore more, but less than three years of experience	6 2 0	—	—
Class B barman, with less than six months' service with the same employer.....	4 15 0	1 0 0	1 0 0
Class B barnfan, after six months' unbroken service with the same employer.....	5 2 6	—	—
Class B barman, after twelve months' unbroken service with the same employer....	5 10 0	—	—
Learner Class B barman, with less than one year of experience.....	3 11 6	—	—
Class C barman, with less than six months' service with the same employer.....	6 10 0	1 3 6	1 3 6
Class C barman, after six months' unbroken service with the same employer.....	7 0 0	—	—
Class C barman, after twelve months' unbroken service with the same employer...	7 10 0	—	—
Learner Clas C barman, with less than one year of experience.....	4 6 0	—	—
Learner Class C barman, with one or more, but less than two years of experience..	4 17 0	—	—
Learner Class C barman, with two or more, but less than three years of experience..	5 7 6	—	—
Class D barman, with less than six months' service with the same employer.....	4 0 0	0 15 0	0 15 0
Class D barman, after six months' unbroken service with the same employer.....	4 15 0	—	—
Class D barman, after twelve months' unbroken service with the same employer....	5 10 0	—	—
Learner Class D barman, with less than one year of experience.....	2 17 0	—	—
	<i>Per Month.</i> £ s. d.	<i>Per Week.</i> £ s. d.	
Cashier.....	18 0 0	—	—
Cashier, short-time.....	11 0 0	3 17 6	0 14 0
		<i>Per Day or Part of Day.</i> £ s. d.	
Cook, qualified.....	16 5 0	0 14 0	0 14 0
Learner cook, with less than six months of experience.....	9 5 0	—	—
Learner cook, with six months or more, but less than twelve months of experience..	10 10 0	—	—
Learner cook, with twelve months or more, but less than 18 months of experience..	11 17 0	—	—
Curry cook.....	9 0 0	0 9 0	0 9 0
	<i>Per Week.</i> £ s. d.		
Grade I employee, in an establishment other than a wine and malt establishment..	2 17 6	0 9 0	0 9 0
Grade I employee, after six months' unbroken service with the same employer.....	3 0 0	—	—
	<i>Per Month.</i> £ s. d.		
Grade I employee, in a wine and malt establishment, with less than six months' service with the same employer.....	10 10 0	0 9 0	0 9 0
Grade I employee, after six months, service with the same employer.....	11 0 0	—	—
Grade II employee, adult (uniforms to be supplied by the employer).....	4 5 0	0 4 6	0 4 6
Grade II employee, juvenile (uniforms to be supplied by the employer).....	3 0 0	per day of not more than 10 hours.	
Night shift, guarding office, cleaning shoes, etc.....	4 15 0		
Housekeeper.....	11 10 0	—	—
Housemaid.....	6 0 0	—	—
Lift attendant.....	5 10 0	—	—
Lift attendant, after one year's service.....	6 10 0	—	—
Off-sales attendant, male, qualified.....	27 10 0	—	—
Off-sales attendant, male, unqualified—		—	—
First year of experience.....	10 0 0	—	—
Second year of experience.....	13 10 0	—	—
Third year of experience.....	17 0 0	—	—
Fourth year of experience.....	20 10 0	—	—
Fifth year of experience.....	24 0 0	—	—
Off-sales attendant, female, qualified.....	18 0 0	—	—
Off-sales attendant, female, unqualified—		—	—
First year of experience.....	9 0 0	—	—
Second year of experience.....	11 5 0	—	—
Third year of experience.....	13 10 0	—	—
Fourth year of experience.....	15 15 0	—	—
Page, with less than six months' experience.....	4 0 0	—	—
Page, with six months or more, but less than twelve months' experience.....	4 10 0	—	—
Page, with twelve months or more, but less than 18 months' experience.....	5 0 0	—	—
Page, with 18 months or more, but less than two years' experience.....	5 10 0	—	—
Page, with two years or more of experience.....	6 10 0	—	—
Porter.....	15 0 0	—	—
Still-room employee, qualified.....	11 10 0	—	—
Still-room employee, qualified, after six months' service with the same employer.....	12 0 0	—	—
Still-room employee, qualified, after twelve months' service with the same employer	12 10 0	—	—
Still-room employee, qualified, after 18 months' service with the same employer...	13 0 0	—	—
		<i>After Six Months' Unbroken Service with the same Employer.</i> <i>Per Month.</i> £ s. d.	
Still-room employee, unqualified, with less than six months experience.....	6 16 0	—	—
Still-room employee, with six or more, but less than twelve months experience....	7 17 0	8 7 0	—
Still-room employee, with twelve or more, but less than 18 months experience....	8 18 0	9 8 0	—

	GROUP I. <i>Employees other than Casual or Part-time Employees.</i>	GROUP II. <i>Casual Employees.</i>	GROUP III. <i>Part-time Employees.</i>
	<i>Per Week.</i> £ s. d.	<i>Per Day or Part of Day.</i> £ s. d.	<i>Per Day or Part of Day.</i> £ s. d.
Head waiter.....	15 0 0	—	—
Waiter, qualified.....	10 10 0	0 2 3	0 2 3
		per hour with a minimum of 15s. per day.	
Waiter, qualified, after six months' service with the same employer.....	11 0 0	—	—
Waiter, qualified, after twelve months' service with the same employer.....	11 10 0	—	—
Waiter, qualified, after 18 months' service with the same employer.....	12 0 0	—	£ s. d.
Curry waiter.....	5 10 0	0 6 0	0 6 0

After Six Months' Unbroken Service with the same Employer.

	<i>Per Month.</i> £ s. d.	<i>Per Month.</i> £ s. d.
Learner waiter, with less than one year of experience.....	4 17 6	5 17 6
Learner waiter, with one year or more, but less than two years of experience.....	6 7 0	6 17 0

4. LONE.

(1) Die volgende is die minimum lone wat aan ondergenoemde werknemers betaalbaar is:—

	GROEP I. <i>Werknemers, uitgesonderd los of deelydse werknemers.</i>	GROEP II. <i>Los werknemers.</i>	GROEP III. <i>Deelydse werknemers.</i>
	<i>Per week.</i> £ s. d.	<i>Per dag of gedeelte van 'n dag.</i> £ s. d.	<i>Per dag of gedeelte van 'n dag.</i> £ s. d.
Algemene vroulike-assistent.....	2 0 0	0 10 0	0 10 0
Algemene vroulike-assistent, met ses maande ondervinding in 'n gelisensieerde hotel..	2 10 0	—	—
Kantienman klas A, met minder as ses maande ondervinding by dieselfde werkgever..	6 10 0	1 7 6	1 7 6
Kantienman klas A, na ses maande ononderbroke diens by dieselfde werkgever....	7 0 0	—	—
Kantienman klas A, na twaalf maande ononderbroke diens by dieselfde werkgever..	7 10 0	—	—
Leerlingkantienman klas A, met minder as een jaar ondervinding.....	4 6 6	—	—
Leerlingkantienman klas A, met een of meer, maar minder as twee jaar ondervinding	5 2 6	—	—
Leerlingkantienman klas A, met twee of meer, maar minder as drie jaar ondervinding	6 2 0	—	—
Kantienman klas B, met minder as ses maande diens by dieselfde werkgever.....	4 15 0	1 0 0	1 0 0
Kantienman klas B, na ses maande ononderbroke diens by dieselfde werkgever....	5 2 6	—	—
Kantienman klas B, na twaalf maande ononderbroke diens by dieselfde werkgever..	5 10 0	—	—
Leerlingkantienman klas B, met minder as een jaar ondervinding.....	3 11 6	—	—
Kantienman klas C, met minder as ses maande diens by dieselfde werkgever.....	6 10 0	1 3 6	1 3 6
Kantienman klas C, na ses maande ononderbroke diens by dieselfde werkgever....	7 0 0	—	—
Kantienman klas C, na twaalf maande ononderbroke diens by dieselfde werkgever..	7 10 0	—	—
Leerlingkantienman klas C, met minder as een jaar ondervinding.....	4 6 0	—	—
Leerlingkantienman klas C, met een of meer, maar minder as twee jaar ondervinding	4 17 0	—	—
Leerlingkantienman klas C, met twee of meer, maar minder as drie jaar ondervinding	5 7 6	—	—
Kantienman klas D, met minder as ses maande diens by dieselfde werkgever.....	4 0 0	0 15 0	0 15 0
Kantienman klas D, na ses maande ononderbroke diens by dieselfde werkgever....	4 15 0	—	—
Kantienman, klas D, na twaalf maande ononderbroke diens by dieselfde werkgever..	5 10 0	—	—
Leerlingkantienman klas D, met minder as een jaar ondervinding.....	2 17 0	—	—

	<i>Per maand.</i> £ s. d.	<i>Per week.</i> £ s. d.	
Kassier.....	18 0 0	—	—
Korttydse kassier.....	11 0 0	3 17 6	0 14 0

	<i>Per week.</i> £ s. d.	<i>Per dag of gedeelte van 'n dag.</i> £ s. d.	
Kok, gekwalifiseer.....	16 5 0	0 14 0	0 14 0
Leerling-kok, met minder as ses maande ondervinding.....	9 5 0	—	—
Leerling-kok, met ses maande of meer, maar minder as twaalf maande ondervinding.	10 10 0	—	—
Leerling-kok, met twaalf maande of meer, maar minder as 18 maande ondervinding	11 17 0	—	—
Kerriekok.....	9 0 0	0 9 0	0 9 0

	<i>Per week.</i> £ s. d.	<i>Per week.</i> £ s. d.	
Werknemer graad I, in 'n inrigting uitgesonderd 'n wyn- en bierinrigting.....	2 17 6	0 9 0	0 9 0
Werknemer graad I, na ses maande ononderbroke diens by dieselfde werkgever....	3 0 0	—	—

	<i>Per maand.</i> £ s. d.	<i>Per week.</i> £ s. d.	
Werknemer graad I, in 'n wyn- en bierinrigting met minder as ses maande diens by dieselfde werkgever.....	10 10 0	0 9 0	0 9 0
Werknemer graad I, na ses maande diens by dieselfde werkgever.....	11 0 0	—	—
Werknemer graad II, volwassene (uniform moet deur werkgever verskaf word)....	4 5 0	0 4 6	0 4 6

per dag van hoogstens 10 uur.

	<i>Per week.</i> £ s. d.	<i>Per week.</i> £ s. d.	
Werknemer graad II, jeugdige (uniforms moet deur werkgever verskaf word).....	3 0 0	—	—
Nagskof, kantoor oppas, skoene skoonmaak, ens.....	4 15 0	—	—
Huishoudster.....	11 10 0	—	—
Binnemeisie.....	6 0 0	—	—
Hyserbediende.....	5 10 0	—	—
Hyserbediende, ne een jaar diens.....	6 10 0	—	—
Buiteverbruikassistent, manlik, gekwalifiseer.....	27 10 0	—	—
Buiteverbruikassistent, manlik, ongekwalifiseer—			
Eerste jaar ondervinding.....	10 0 0	—	—
Tweede jaar ondervinding.....	13 10 0	—	—
Derde jaar ondervinding.....	17 0 0	—	—
Vierde jaar ondervinding.....	20 10 0	—	—
Vyfde jaar ondervinding.....	24 0 0	—	—
Buiteverbruikassistent, vroulik, gekwalifiseer.....	18 0 0	—	—

	GROEP I. Werknemers, uitgesonderd los of deeltydse werknemers. Per week. £ s. d.	GROEP II. Los werknemers. Per dag of gedeelte van 'n dag. £ s. d.	GROEP III. Deeltydse werknemers. Per dag of gedeelte van 'n dag. £ s. d.
Buiteverbruikassistent, vroulik ongekwalifiseer—			
Eerste jaar ondervinding.....	9 0 0	—	—
Tweede jaar ondervinding.....	11 5 0	—	—
Derde jaar ondervinding.....	13 10 0	—	—
Vierde jaar ondervinding.....	15 15 0	—	—
Joggie, met minder as ses maande ondervinding.....	4 0 0	—	—
Joggie, met ses maande of meer, maar minder as twaalf maande ondervinding.....	4 10 0	—	—
Joggie, met twaalf maande of meer, maar minder as 18 maande ondervinding.....	5 0 0	—	—
Joggie, met 18-maande of meer, maar minder as twee jaar ondervinding.....	5 10 0	—	—
Joggie, met twee jaar ondervinding of meer.....	6 10 0	—	—
Portier.....	15 0 0	—	—
Stilkamerwerknemer, gekwalifiseer.....	11 10 0	—	—
Stilkamerwerknemer, gekwalifiseer, na ses maande diens by dieselfde werkgever.....	12 0 0	—	—
Stilkamerwerknemer, gekwalifiseer, na twaalf maande diens by dieselfde werkgever..	12 10 0	—	—
Stilkamerwerknemer, gekwalifiseer, na 18 maande diens by dieselfde werkgever....	13 0 0	—	—
		Na ses maande ononderbroke diens by dieselfde werkgever. Per maand. £ s. d.	
Stilkamerwerknemer, ongekwalifiseer, met minder as ses maande diens.....	6 16 0	—	
Stilkamerwerknemer, ongekwalifiseer, met ses maande of meer, maar minder as twaalf maande ondervinding.....	7 17 0	8 7 0	
Stilkamerwerknemer, ongekwalifiseer, met twaalf of meer, maar minder as 18 maande ondervinding.....	8 18 0	9 8 0	
		Los werknemers per dag of gedeelte van 'n dag. £ s. d.	Deeltydse werk- nemers per dag of gedeelte van 'n dag. £ s. d.
Hoofkelner.....	15 0 0	—	—
Kelner, gekwalifiseer.....	10 10 0	0 2 3	0 2 3
		per uur met 'n minimum van 15s. per dag.	
Kelner, gekwalifiseer, na ses maande diens by dieselfde werkgever.....	11 0 0	—	—
Kelner, gekwalifiseer, na twaalf maande diens by dieselfde werkgever.....	11 10 0	—	—
Kelner, gekwalifiseer, na 18 maande diens by dieselfde werkgever.....	12 0 0	—	—
Kerriekelner.....	5 10 0	0 6 0	0 6 0
		Na ses maande ononderbroke diens by dieselfde werkgever. Per maand. £ s. d.	
Leerling-kelner, met minder as een jaar ondervinding.....	4 17 6	5 17 6	
Leerling-kelner, met een jaar of meer, maar minder as twee jaar ondervinding.....	6 7 0	6 17 0	

(2) No learner shall be employed as a casual or part-time employee at a lower wage than is prescribed for a qualified employee in an establishment for the class of work on which the learner is employed.

(3) (a) Each employee, other than a barman, cook, part-time employee, casual employee, page, waiter, curry cook, curry waiter, porter, cashier, cashier short-time, still-room employee, grade I employee, and off-sales employee shall be entitled to receive free of charge board and lodging in addition to the wages prescribed herein for such employee; provided that an employer shall in lieu thereof pay to such employee who does not receive board and lodging free of charge, per week and on the usual pay-day in addition to his wage not less than the following amounts:—

	Grade II Employee. s. d.	Any other Employee. £ s. d.
Board.....	7 6	0 15 6
Lodging.....	2 6	0 9 0
Boarding and lodging.....	10 0	1 4 6

(b) A barman, cook, curry-cook, curry-waiter, waiter, part-time or casual employee, page, porter, cashier, short-time, still-room employee, and grade I employee shall be entitled free of charge to meals which fall within his working hours. Where such meals are not provided an allowance of 1s. per meal shall be paid to such employee in lieu thereof.

(c) An off-sales employee shall be entitled to one free meal per working day.

(4) An employer who elects to pay an employee by the month shall pay such employee not less than the weekly wage for such employee multiplied by four and one-third.

(5) Any increase in wages to which a learner is entitled under the provisions of this section shall become due and payable on the first pay-day in the quarter after the completion of the period of employment entitling him to such increase.

(2) Geen leerling mag as 'n los werknemer of deeltydse werknemer in diens wees teen 'n laer loon as dié voorgeskryf vir 'n gekwalifiseerde werknemer in 'n inrigting vir die soort werk wat deur die leerling gedoen word nie.

(3) (a) Elke werknemer, uitgesonderd 'n kantienman, kok, deeltydse werknemer, los werknemer, joggie, kelner, kerriekok, kerriekelner, portier, kassier, korttydse kassier, stilkamerwerknemer, werknemer graad I, en buiteverbruikassistent is, benewens die loon wat hierin vir so 'n werknemer voorgeskryf word, ook geregtig op gratis kos en huisvesting; met dien verstande dat 'n werkgever aan enige werknemer wat nie gratis kos en huisvesting ontvang nie, in plaas daarvan benewens sy loon, minstens die volgende bedrae per week en op die gewone betaaldag moet betaal:—

	Werknemer, graad II. s. d.	Enige ander werknemer. £ s. d.
Kos.....	7 6	0 15 6
Huisvesting.....	2 6	0 9 0
Kos en inwoning.....	10 0	1 4 6

(b) 'n Kantienman, kok kerriekok, kerriekelner, kelner, deeltydse of los werknemer, joggie, portier, kassier, korttydse kassier, stilkamerwerknemer, en werknemer graad I, is geregtig op gratis etes wat binne sy werkure val. As die etes nie verskaf word nie, moet 'n toelae van 1s. per ete in plaas daarvan aan die werknemer betaal word.

(c) 'n Buiteverbruikwerknemer is geregtig op een gratis maaltyd per werkdag.

(4) 'n Werkgever wat verkies om 'n werknemer maandeliks te besoldig, moet aan die werknemer minstens die weekloon vir die werknemer, vermenigvuldig met $4\frac{1}{3}$ betaal.

(5) Enige verhoging van lone waarop 'n leerling kragtens die bepalings van hierdie artikel geregtig is, is verskuldig en moet betaal word op die eerste betaaldag van die kwartaal na die voltooiing van die dienstydperk wat hom op die verhoging geregtig maak.

(6) An employee who on any day is required or allowed to do two or more classes of work for which different wages are prescribed shall for the time worked at each such class be paid at not less than the time rate applicable to the class of work done, but in no case shall such employee be paid less than at the rate of wages he has been engaged for, provided that an off-sales attendant who is required to work in a bar shall be paid not less than 3s. 6d. per hour for each hour so worked.

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

5. PAYMENT OF WAGES AND RATES.

(1) The wages and rates of all employees shall become due and be paid in cash—

- (a) monthly, in cases where employers have elected in terms of sub-section (4) of section 4 of this Agreement to pay employees by the month;
- (b) weekly, in cases of all other employees, and shall be contained in an envelope or other container or accompanied by a statement, showing the employer's name, the employee's name or pay-roll number, the employee's occupation, number of overtime hours worked, the remuneration due and the period in respect of which payment is made;

provided that if the contract of service of an employee is terminated before the usual pay-day of such employee, the wages and rates due to him shall be paid immediately on such termination.

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

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

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

(5) No deductions 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 holidays, sick, insurance, provident or pension funds and Trade Union subscriptions;
- (c) contributions to the Council funds shall be deducted in terms of section 14 of this Agreement;
- (d) where an employer is compelled by any law or ordinance or legal process to make payment for or on behalf of an employee, any amount so paid may be deducted;
- (e) with the written consent of the employee a sum of 1s. per meal [exclusive of meals provided free of charge in terms of section 4 (3) (c)] or 9s. per week for lodging may be deducted from the wage of a class A and C barman to whom such meals or lodging is supplied.

6. JUVENILES.

Except where a higher age limit is fixed under the liquor Act, 1928, no juvenile under the age of 16 years shall be employed in any establishment.

7. HOURS OF WORK.

(1) (a) The ordinary working hours of a class A barman or a class B barman shall not exceed in any one fortnight 111 and on any one day 9. In a seven-day establishment a barman may be required to work for a maximum of 7½ hours on alternate Sundays but the maximum number of ordinary working hours in any one fortnight shall remain 111. All barmen, other than "casual" barmen or barmen in a six-day establishment shall be given one evening off per week, commencing not later than 7 p.m.; such evening shall not be taken on either a Friday, Saturday or Sunday.

(b) The ordinary working hours of a class C or D barman or a barman in a six day establishment shall not exceed in any one week 54 and on any one day 9.

(2) Any barman who is required or allowed to work in excess of the hours prescribed in sub-section (1) (a) and (b) of this section shall for such excess be paid at the rate of 3s. 6d. per hour or part of an hour; provided that where overtime calculated on a weekly or fortnightly basis differs from that calculated on a daily basis, the basis more favourable to the employee shall be adopted and for the purpose of this clause overtime due to employees referred to in sub-section (1) (a) of this section shall notwithstanding the provisions of section 5 (1) be determined fortnightly and paid at the first ensuing pay-day.

(3) (a) In an establishment, other than a wine and malt establishment, the ordinary working hours of an employee, other than a barman, cashier, short-time, grade II employee, and night watchman shall, subject to the provisions of paragraph (d) of this clause not exceed in any week six days each of nine hours to be completed, within a spreadover of 14½ hours. For each hour or part thereof worked on any day in excess of the spreadover prescribed in this sub-section an employee shall be paid double the hourly wage prescribed in clause 4 for an employee of his class.

(b) 'n Werknemer van wie dit vereis word of wat toegelaat word om twee of meer soorte werk waarvoor verskillende lone voorgeskryf is, op enige dag te verrig, moet vir die tyd wat hy aan elk van die soorte werk bestee, minstens teen die tydloon, voorgeskryf vir die soort werk wat hy verrig, besoldig word, maar in geen geval moet die werknemer minder besoldig word as teen die loonskaal waarvoor hy in diens geneem is nie; met dien verstande dat 'n buiteverbruikassistent van wie vereis word om in 'n kantien te werk, minstens 3s. 6d. per uur betaal moet word vir elke uur aldus gewerk.

(7) Niks in hierdie Ooreenkoms mag die loon wat aan 'n werknemer betaal is voor die datum waarop hierdie Ooreenkoms in werking tree, verlaag nie.

5. BETALING VAN LONE, EN LOONSKALE.

(1) Die lone en loonskaal van alle werknemers is verskuldig en moet in kontant betaal word—

- (a) maandeliks, in gevalle waarin werkgewers ingevolge sub-artikel (4) van artikel 4 van hierdie Ooreenkoms verkies het om werknemers per maand te betaal,
- (b) wekeliks in die geval van alle ander werknemers, en moet in 'n koevert of ander houer wees of vergesel wees van 'n staat wat die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se beroep, die getal ure oortyd wat gewerk is, die verskuldigde besoldiging en die tydperk waarvoor besoldiging betaal word, vermeld; met dien verstande dat as die dienskontrak van 'n werknemer voor die gewone betaal dag van dié werknemer eindig, die lone en skale aan hom verskuldig onmiddellik by die beëindiging betaal moet word.

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

(3) Geen boetes hoegenaamd mag 'n werknemer opgelê word nie.

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

(5) Geen aftrekkings hoegenaamd uitgesonderd die volgende kan van die lone en skale wat aan die werknemer verskuldig is, gemaak word nie—

- (a) as 'n werknemer van sy werk wegbly, kan 'n *pro rata* bedrag vir die duur van die afwesigheid afgetrek word;
- (b) met die skriftelike toestemming van die werknemer kan aftrekkings vir vakansie-, siekte-, versekerings-, voorsorg- of pensioenfondse en vakvereniging-gelde gemaak word;
- (c) bydraes aan die fondse van die Raad moet ingevolge artikel 14 van hierdie Ooreenkoms afgetrek word;
- (d) as 'n werkgewer ingevolge 'n wet, ordonnansie of regs-geding verplig is om vir of namens 'n werknemer te betaal, kan elke bedrag wat aldus betaal word, afgetrek word;
- (e) met die skriftelike toestemming van die werknemer kan 'n bedrag van 1s. per ete [uitgesonderd etes wat ingevolge artikel 4 (3) (c) verskaf word], of 9s. per week vir huisvesting, van die loon van 'n kantienman klas A en C, aan wie die etes of huisvesting verskaf word, afgetrek word.

6. JEUGDIGES.

Uitgesonderd waar 'n hoër ouderdomsbeperking ingevolge die Drankwet, 1928, vasgestel is, kan geen jeugdig onder die ouderdom van 16 jaar in 'n inrigting in diens wees nie.

7. WERKURE.

(1) (a) Die gewone werkure van 'n kantienman klas A, of kantienman klas B, mag nie meer as 111 in twee weke en nie meer as 9 op 'n dag wees nie. In 'n sewedaagse inrigting kan van 'n kantienman vereis word om al om die ander Sondag vir 'n maksimum van 7½ uur te werk, maar die maksimum getal gewone ure in twee weke moet 111 bly. Alle kantienmanne, uitgesonderd „los" kantienmanne of kantienmanne in 'n inrigting waarin daar ses dae gewerk word moet een aand vryaf per week, om nie later as 7 nm. nie gegee word; dié aand moet nie op 'n Vrydag, Saterdag of Sondag geneem word nie.

(b) Die gewone werkure van 'n kantienman klas C of D of 'n kantienman in 'n inrigting waarin daar ses dae gewerk word, mag nie meer as 54 in 'n week en 9 op 'n dag wees nie.

(2) Enige kantienman van wie dit vereis of wat toegelaat word om langer te werk as die ure wat in subartikels (1) (a) en (b) van hierdie artikel voorgeskryf word, moet vir dié ooreure betaal word teen 3s. 6d. per uur of gedeelte daarvan; met dien verstande dat waar oortyd, wat op 'n wekelkse of tweeweeklikse basis bereken word, verskil van die oortyd bereken op 'n daaglikse basis, die gunstige basis vir die werknemer aangeneem moet word en vir die toepassing van hierdie klousule moet oortyd wat verskuldig is aan werknemers wat in subartikel (1) (a) van hierdie artikel genoem word, ten spyte van die bepalings van artikel 5 (1) tweeweekliks vagestel en op die eerste daaropvolgende betaaldag betaal word.

(3) (a) In 'n inrigting uitgesonderd 'n wyn- en bierinrigting, mag die gewone werkure van 'n werknemer uitgesonderd 'n kantienman, korttydse kassier, werknemer graad II en nagwag, onderworpe aan die bepalings van paragraaf (d) van hierdie klousule, in 'n week nie meer as ses dae van nege uur elk, wat binne 'n werkverdeling van 14½ uur voltooi moet word, wees nie. Vir elke uur of gedeelte van 'n uur wat op 'n dag bo die werkverdeling voorgeskryf in hierdie subartikel gewerk word, moet 'n werknemer teen dubbel die uurloon, in klousule 4 vir 'n werknemer van sy klas voorgeskryf, besoldig word.

(b) The ordinary working hours of a grade II employee in an establishment other than a wine and malt establishment shall be six days of nine hours to be completed within a spreadover of 14½ hours and one day of five hours to be completed not later than 2 p.m. For each hour or part thereof worked on any day in excess of the spreadover prescribed in this sub-section an employee shall be paid double the hourly wage prescribed in clause 4 for an employee of his class.

(c) In a wine and malt establishment the ordinary working hours of an employee, other than a barman and grade II employee shall, subject to the provisions of paragraph (d) of this clause not exceed in any one week 54 and on any one day 9 and in the case of a grade II employee 60 per week or 10 per day.

(d) The hours of work of off-sales attendants shall be as follows:—

Mondays to Thursdays: 9 a.m. to 6 p.m.
Fridays: 9 a.m. to 7 p.m.
Saturdays: 9 a.m. to 2 p.m.

With one hour for lunch each day, except Saturdays.

(4) An employee, other than a barman, who is required or allowed to work on any day in excess of the ordinary working hours for such day shall for each hour or part thereof be paid one and one-half times the hourly wage prescribed in clause 4 for an employee of his class.

(5) (a) In establishments, other than wine and malt establishments, every employee, other than a barman, grade II employee and night watchman shall be granted by his employer one full working day off each week.

(b) In establishments other than wine and malt establishments a grade II employee shall be granted by his employer one full working day off each month; but may with the consent of the employer be paid in lieu of his full day and half day off at the rate of time and a half.

(6) Subject to section 7 (3) (c) every employee shall be granted not less than thirty 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 thirty minutes for a meal. All meal times shall be included in the spreadover referred to in sub-section (3) (a) of this section, but shall not form part of the hours worked.

(7) Overtime must be limited to 8 hours per week, save under exceptional circumstances caused by conditions beyond the employer's control.

8. PROPORTION OR RATIO OF EMPLOYEES.

(1) In establishments other than wine or malt establishments—

(a) in each establishment, other than one wherein the sale of liquor is confined to non-Europeans, there shall be employed one class A barman before a learner barman may be employed, and for each class A barman not more than one learner may be employed. For the purpose of this sub-section an employer engaged as a barman shall not rank as a barman employed;

(b) before a learner class B barman may be employed in any establishment, there shall first be employed in such establishment two class B barmen; and for every two class B barmen, not more than one learner barman may be employed;

(c) before a learner waiter may be employed in any establishment there shall first be employed in such establishment not less than three qualified waiters and for each three or part of three qualified waiters so employed not more than one learner waiter may be employed;

(d) before a learner cook may be employed in an establishment there shall be employed in such an establishment not less than one qualified cook and for every qualified cook employed in such establishment not more than one learner cook may be employed;

(e) for the purpose of this section, an employer who is actively engaged in his own establishment in the work of a cook may, with the prior approval of the Council, be reckoned as a qualified cook, provided he causes his name to appear in the time and wage register while so engaged;

(f) before a grade II juvenile employee may be employed there shall be eight grade II adult employees employed. No such grade II juvenile employee shall be employed on night shift.

(2) In wine and malt establishments—

(a) there shall be employed one class C barman before a learner barman may be employed and for each class C barman not more than one learner barman. For the purpose of this sub-section an employer engaged as a barman shall not rank as a barman employed;

(b) two class D barmen shall be employed before a learner may be employed and for every two class D barmen not more than one learner may be employed.

(b) In 'n inrigting uitgesonderd 'n wyn- en bierinrigting, moet die gewone werke van 'n werknemer graad II ses dae van nege uur wees wat binne 'n werkverdeling van 14½ uur voltooi moet word, en een dag van 5 uur wat voor 2 nm. voltooi moet word. Vir elke uur of gedeelte daarvan wat op 'n dag bo die werkverdeling in hierdie subartikel voorgeskryf, gewerk word, moet 'n werknemer dubbel die uurloon, in klousule vir 'n werknemer van sy klas voorgeskryf, betaal word.

(c) In 'n wyn- en bierinrigting mag die gewone werke van 'n werknemer, uitgesonderd 'n kantienman en 'n werknemer graad II, onderworpe aan die bepalings van paragraaf (d) van hierdie klousule, in geen week meer as 54 en op 'n dag meer as 9 en in die geval van 'n werknemer graad II, 60 per week of 10 per dag wees nie.

(d) Die werke van buiteverbruikassistent is soos volg:—
Maandag tot Donderdag: 9 vm. tot 6 nm.;
Vrydag: 9 vm. tot 7 nm.;
Saterdag: 9 vm. tot 2 nm.;

met een uur elke dag vryaf vir middagete, uitgesonderd op Saterdag.

(4) 'n Werknemer uitgesonderd 'n kantienman, van wie dit vereis word of wat toegelaat word om op enige dag meer as die gewone werke vir dié dag te werk, moet ten opsigte van die oore vir elke uur of gedeelte daarvan aldus gewerk teen anderhalfmaal die uurloon, in klousule 4 vir 'n werknemer van sy klas voorgeskryf, beseëldig word.

(5) (a) In inrigtings, uitgesonderd wyn- en bierinrigtings, moet die werkgewer aan elke werknemer, uitgesonderd 'n kantienman, 'n werknemer graad II, en 'n nagwag, in elke week 'n hele werkdag vryaf toestaan.

(b) In inrigtings uitgesonderd wyn- en bierinrigtings, moet werknemers graad II, deur die werkgewer een hele werkdag vryaf elke maand toegestaan word, maar kan met toestemming van die werknemer in plaas van sy hele en halwe dae vryaf anderhalfmaal die tydloon betaal word.

(6) Onderworpe aan artikel 7 (3) (c), moet elke werknemer vir elke ete wat binne sy werkeure val minstens 30 minute toegestaan word, en geen werknemer mag langer as ses uur werk sonder 'n pouse van minstens 30 minute vir 'n ete nie. Alle etenstye moet by die werkverdeling, genoem in subartikel (3) (a) van hierdie artikel, inbegrepe wees, maar maak nie deel van die ure gewerk uit nie.

(7) Oortyd moet tot 8 uur per week beperk word, uitgesonderd onder buitengewone omstandighede wat deur toestande buite die werkgewer se beheer veroorsaak word.

8. GETALLEVERHOUDING VAN WERKNEMERS.

(1) In inrigtings uitgesonderd wyn- en bierinrigtings—

(a) moet in elke inrigting uitgesonderd dié waarin drank net aan nie-blankes verkoop word, een kantienman klas A, in diens wees voordat 'n leerlingkantienman in diens geneem kan word en vir elke kantienman klas A, mag nie meer as een leerling in diens geneem word nie. Vir die toepassing van hierdie subartikel kan 'n werkgewer wat as 'n kantienman werksaam is nie as 'n kantienman wat in diens is, gereken word nie.

(b) voordat 'n leerling-kantienman klas B in diens geneem kan word, moet twee kantienmanne klas B eers in so 'n inrigting in diens wees; en vir elke twee kantienmanne klas B mag hoogstens een leerling-kantienman in diens geneem word;

(c) voordat 'n leerling-kelner in 'n inrigting in diens geneem kan word, moet minstens drie gekwalifiseerde kelners eers in dié inrigting in diens wees en vir elke drie of gedeelte van drie gekwalifiseerde kelners aldus in diens, mag hoogstens een leerling-kelner in diens geneem word;

(d) voordat 'n leerling-kok in 'n inrigting in diens geneem kan word, moet minstens een gekwalifiseerde kok in dié inrigting in diens wees en vir elke gekwalifiseerde kok wat in dié inrigting in diens is, mag nie meer as een leerling-kok in diens geneem word nie;

(e) vir die toepassing van hierdie artikel kan 'n werkgewer wat in sy eie inrigting die werk van 'n kok doen, met voorafgaande toestemming van die Raad as 'n gekwalifiseerde kok gereken word, mits hy vir die tyd wat hy aldus werksaam is, sy naam in die tyd- en loonregister laat inskryf;

(f) voordat 'n jeugdige werknemer graad II, in diens geneem kan word, moet agt volwasse werknemers graad II in diens wees. Geen jeugdige werknemers graad II mag op 'n nagskof in diens wees nie.

(2) In wyn- en bierinrigtings—

(a) moet een kantienman klas C in diens wees voor 'n leerling-kantienman in diens geneem kan word en vir elke kantienman klas C hoogstens een leerling-kantienman. Vir die toepassing van hierdie subartikel kan 'n werkgewer wat die werk van 'n kantienman doen, nie as 'n kantienman in diens gereken word nie;

(b) twee kantienmanne klas D moet in diens wees voor 'n leerling-kantienman in diens geneem kan word en vir elke twee kantienmanne klas D mag hoogstens een leerling in diens geneem word;

(3) One qualified male off-sales attendant must be employed before an unqualified male off-sales attendant can be employed, and for each qualified male off-sales attendant not more than one unqualified male off-sales attendant may be employed.

(4) One qualified female off-sales attendant must be employed before an unqualified female off-sales attendant can be employed and for each qualified female off-sales attendant not more than one unqualified female off-sales attendant may be employed.

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

9. CERTIFICATE OF SERVICE.

Every employer shall issue a certificate of service free of charge to each employee at the time when he leaves such employer's service. The certificate shall show the employee's name in full, address, age, occupation, rate of pay and actual wage paid together with the dates of the employee's entering and leaving the service of the employer. All certificates issued by such employer shall be numbered consecutively and shall show the name of the previous employer, if any, and the number of any certificate issued by that employer, to the employee concerned.

A duplicate copy of each certificate issued shall be retained by the employer and a further copy be delivered by the employer to the Secretary of the Council.

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) (a) All employees, other than barmen, cashiers, short-time, cooks and grade II employees, part-time employees or casual employees, shall be given in respect of each 50 weeks of actual work with the same employer fourteen days leave of absence on full pay provided, that where no sick leave was taken during the year the number of days leave of absence on full pay shall be increased to twenty-one days. The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 50 weeks' work. Subject to sub-section (3) when in any year of an employee's service his employment is terminated before the completion of a year's, but after the completion of four months' work, the employer shall pay to the employee for each completed week of work in the uncompleted year one twenty-fifth of a week's wage at the wage which the employee was receiving when his employment was terminated. Leave and notice shall not run concurrently.

(b) Barmen and cooks, shall be given in respect of each 49 weeks of actual work with the same employer three weeks' leave of absence on full pay. The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 49 weeks' work. Subject to sub-section (3) when in any year of an employee's service his employment is terminated before the completion of the year, but after the completion of four months' work, the employer shall pay to the employee for each completed week of work in the uncompleted year three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated. Leave and notice shall not run concurrently.

(c) Grade II employees shall be given in respect of each 50 weeks of actual work with the same employer two weeks' leave of absence on full pay. The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 50 weeks' work. Subject to sub-section (3) when in any year of an employee's service his employment is terminated before the completion of the year, but after the completion of four months' work the employer shall pay to the employee for each completed week of work in the uncompleted year two-fiftieths of a week's wage at the wage which the employee was receiving when his employment was terminated. Leave and notice shall not run concurrently. By mutual arrangement grade II employees may be paid in lieu of annual leave.

(d) If Good Friday, Ascension Day, Dingaan's Day, or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay in respect of sub-section (a) of this section.

(2) For the purpose of the preceeding 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.

(3) In the case of a transfer of licence or sale, the transferor or seller shall pay to each employee, with more than one month's service, one day's pay for each completed month of service since the employee last became entitled to leave on full pay.

(4) No employee shall work for wages or any other consideration while on leave of absence on full pay.

(3) Een gekwalifiseerde manlike buiteverbruikassistent moet in diens wees voor 'n ongekwalifiseerde manlike buiteverbruikassistent in diens geneem kan word en vir elke gekwalifiseerde manlike buiteverbruikassistent kan hoogstens een ongekwalifiseerde manlike buiteverbruikassistent in diens geneem word.

(4) Een vroulike gekwalifiseerde buiteverbruikassistent moet in diens wees voor 'n vroulike ongekwalifiseerde buiteverbruikassistent in diens geneem kan word en vir elke vroulike gekwalifiseerde buiteverbruikassistent kan hoogstens een vroulike ongekwalifiseerde buiteverbruikassistent in diens geneem word.

(5) Los of deeltydse werknemers kan nie vir die toepassing van hierdie artikel as werknemers gereken word nie.

9. DIENSSERTIFIKAAT.

Elke werkgever moet aan elke werknemer 'n dienssertifikaat kosteloos uitreik wanneer hy uit die werkgever se diens tree. Die sertifikaat moet die werknemer se naam voluit, adres ouderdom, beroep, loonskaal en die werklike loon wat betaal is, asook die datums waarop die werknemer in diens van die werkgever getree en sy diens verlaat het, aantoon. Alle sertifikate wat deur die werkgever uitgereik word, moet in volgorde genummer wees en moet die naam van die vorige werkgever, indien enige, en die nommer van enige sertifikaat deur die werkgever aan die betrokke werknemer uitgereik, aantoon.

Van elke sertifikaat wat uitgereik word, moet die werkgever 'n duplikaat hou en 'n verdere afskrif aan die Sekretaris van die Raad besorg.

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) (a) Aan alle werknemers uitgesonderd kantienmanne, korttydse kassiers, kokke en werknemers graad II, deeltydse of los werknemers moet ten opsigte van elke 50 weke werklike diens by dieselfde werkgever, 14 dae verlof met volle besoldiging toegestaan word; met dien verstande dat waar geen siekteverlof gedurende die jaar geneem is nie, die getal dae afwesighedsverlof met volle besoldiging tot 21 dae vermeerder moet word. Die werkgever kan die tyd waarop die verlof geneem moet word, vasstel maar indien 'n werkgever nie eerder sy verlof aan sy werknemer toegestaan het nie, moet die verlof toegestaan en geneem word en begin binne drie maande na afloop van 50 weke diens; onderworpe aan subartikel (3) moet die werkgever indien 'n werknemer se diens in enige jaar voor voltooiing van 'n jaar diens, maar na voltooiing van vier maande diens eindig, vir elke volle week diens in die onvoltooide diensjaar, $\frac{1}{25}$ ste van die weekloon teen die loon wat die werknemer getrek het toe sy diens beëindig is, aan die werknemer betaal. Verlof en diensopsegging mag nie saamval nie.

(b) Kantienmanne en kokke moet ten opsigte van elke 49 weke werklik by dieselfde werkgever gedien is, drie weke afwesighedsverlof met volle besoldiging toegestaan word. Die werkgever kan die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgever nie eerder aan sy werknemer sy verlof toegestaan het nie, moet die verlof gegee en geneem word en begin drie maande na beëindiging van 49 weke diens; onderworpe aan subartikel (3), as die werknemer se diens in enige jaar voor beëindiging van die jaar diens, maar na voltooiing van vier maande diens beëindig word, moet die werkgever aan die werknemer vir elke volle week diens in die onvoltooide jaar $\frac{2}{49}$ stes van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is. Verlof en diensopsegging mag nie saamval nie.

(c) Werknemers graad II moet ten opsigte van elke 50 weke diens by dieselfde werkgever twee weke verlof met volle besoldiging toegestaan word. Die werkgever kan die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgever sy werknemer nie eerder verlof toegestaan het nie, moet dit gegee en geneem word en begin binne drie maande na afloop van 50 weke diens. Onderworpe aan subartikel (3), moet die werkgever as 'n werknemer se diens in enige jaar eindig voor die einde van die jaar diens, maar na voltooiing van vier maande diens, aan die werknemer vir elke volle week diens in die onvoltooide jaar, $\frac{2}{50}$ stes van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is. Verlof en diensopsegging mag nie saamval nie. By onderlinge ooreenkoms kan werknemers graad II besoldig word in plaas van jaarlikse verlof toegestaan te word.

(d) As Goeie-Vrydag, Hemelvaartdag, Dingaansdag of Kersdag, binne die tydperk van die verlof val, moet ter vervanging van elke sodanige dag nog 'n dag as 'n verdere tydperk van verlof met volle besoldiging aan genoemde tydperk van verlof met volle besoldiging ooreenkomstig subartikel (a) van hierdie artikel gevoeg word.

(2) Vir die toepassing van die voorgaande subartikel moet, na gelang van die jongste datum, 'n werknemer se diens bereken word van die datum af waarop hy laas op verlof met volle besoldiging geregtig geword het, of die datum waarop hy diens aanvaar het.

(3) In die geval van oordrag van lisensie of verkoop moet die oordraer of verkoper aan elke werknemer met meer as een maand diens, een dag se loon betaal vir elke volle maand diens van die datum af waarop die werknemer laas op verlof met volle besoldiging geregtig geword het.

(4) Geen werknemer mag vir lone of enige ander vergoeding werk terwyl hy met afwesighedsverlof met volle besoldiging is nie.

(5) Casual leave of absence may be deducted from the annual leave of each year, provided no deduction from wages, as permitted by section 5 (5) (a), is made in respect of such absence.

(6) (a) An employee, other than a casual employee, part-time employee, barman, cook, cashier, short-time, and grade II employee shall be entitled to and be granted leave on full pay on Good Friday, Ascension Day, Dingaan's Day and Christmas Day; provided that an employee may be required to work on any such day.

(b) Whenever an employee, other than a casual employee, part-time employee, barman, cashier, short-time, cook, and grade II employee, works on Good Friday, Ascension Day, Dingaan's Day or Christmas Day, his employer shall pay to him remuneration in respect of the hours ordinarily worked by him on such day at a rate of not less than one and one-half times the wage prescribed in section 4 (1) for any employee of his class divided by the number of ordinary hours of work to which such wage relates.

11. SICK LEAVE.

Each employee shall be entitled to 14 days' sick leave on full pay during every twelve months' continuous service with the same employer, provided that—

- (a) such sickness or accident is not compensable under the Workmen's Compensation Act, 1941, or as may be amended from time to time;
- (b) he shall not become entitled to such sick leave until he has completed four months' continuous service with the same employer;
- (c) he produce within three days, at his own expense, a medical certificate in respect of his illness, issued by a doctor to be named by his employer; and
- (d) his illness is not due to causes within his control.

12. TERMINATION OF SERVICE.

(1) In establishments other than wine and malt establishments, not less than seven days' notice shall be given by an employer or employee to terminate the contract of service, provided, however, that a barman's off-sales attendant's, waiter's or grade II employee's contract of service may be terminated at 24 hours' notice. Employers and employees may by mutual arrangement, made in writing, provide for a longer period of notice of equal duration on both sides.

(2) In wine and malt establishments not less than twenty-four hours' notice shall be given by an employer or employee to terminate the contract of service.

(3) 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.

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

13. EXEMPTIONS.

(1) The council may grant exemptions 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 the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted, has expired.

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

- (a) full name of person concerned;
 - (b) the provisions of the Agreement from which exemption was granted;
 - (c) the conditions fixed in accordance with 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;
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
 - (d) forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, P.O. Box 940, Durban.

(5) Geleentheidsverlof kan van die jaarlikse verlof van elke jaar afgetrek word; met dien verstande dat geen aftrekking van lone soos toegelaat by artikel 5 (5) (a) ten opsigte van sodanige afwesigheid gedoen word nie.

(6) (a) 'n Werknemer uitgesonderd 'n los werknemer, 'n deeltydse werknemer, kantienman, kok, korttydse kassier, en werknemer, graad II, het reg op verlof met volle besoldiging op Goeie-Vrydag, Hemelvaartdag, Dingaansdag en Kersdag en dit moet aan hulle toegestaan word; met dien verstande dat dit van 'n werknemer vereis kan word om op enige sodanige dag te werk.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, deeltydse werknemer, kantienman, korttydse kassier, kok en werknemer, graad II, ook al op Goeie-Vrydag, Hemelvaartdag, Dingaansdag of Kersdag werk, moet sy werkgewer hom ten opsigte van die ure wat hy op so 'n dag gewoonlik werk, besoldiging betaal teen 'n skaal van minstens 1½ maal die loon in artikel 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur die getal werkure waarop die loon betrekking het.

11. SIEKTEVERLOF.

Elke werknemer is gedurende elke twaalf maande ononderbroke diens by dieselfde werkgewer geregtig op 14 dae siekteverlof met volle besoldiging, met dien verstande dat—

- (a) geen skadeloosstelling vir die siekte of ongeval kragtens die Ongevalwet, 1941, wat van tyd tot tyd gewysig kan word, betaalbaar is nie;
- (b) hy nie op die siekteverlof geregtig is voor hy 4 maande aaneenlopende diens by dieselfde werkgewer voltooi het nie;
- (c) hy ten opsigte van sy siekte binne 3 dae 'n mediese sertifikaat op eie koste voorleë wat deur 'n dokter wat deur sy werkgewer aangewys is, uitgereik is;
- (d) sy siekte nie te wyte is aan oorsake binne sy beheer nie.

12. DIENSBEÏNDIGING.

(1) In inrigtings uitgesonderd wyn- en bierinrigtings, moet 'n werkgewer of werknemer minstens sewe dae opsegging vir beëindiging van die dienskontrak gee, met dien verstande, egter, dat die dienskontrak van 'n kantienman, 'n buiteverbruikassistent, kleiner of werknemer graad II met 24 uur diensopsegging beëindig kan word. Werkgewers en werknemers kan by onderlinge skriftelike ooreenkoms voorsiening maak vir 'n langer diensopseggingstyd van gelyke duur aan albei kante.

(2) In wyn- en bierinrigtings moet 'n werkgewer of werknemer minstens 24 uur opsegging vir beëindiging van die dienskontrak gegee word.

(3) Hierdie artikel maak nie inbreuk op die werkgewer of werknemer se reg om die dienskontrak sonder opsegging om enige goeie rede by wet as voldoende erken, te beëindig nie.

(4) Die bepalinge van hierdie artikel is nie op los werknemers van toepassing nie.

13. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ingevolge die bepalinge van subartikel (1) van hierdie artikel verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is, met dien verstande dat die Raad na goedgekeurde en nadat skriftelike kennis aan die betrokke persoon een week vooraf 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 bepalinge van subartikel (1) van hierdie artikel verleen word 'n vrystellingsertifikaat uitreik wat deur hom en die voorsitter onderteken is en waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes ingevolge die bepalinge van subartikel (2) van hierdie artikel vasgestel waarop die vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word in volgorde nommer;
 - (b) van elke sertifikaat wat uitgereik word 'n afskrif bewaar;
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur;
 - (d) 'n afskrif van elke vrystellingsertifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 940, Durban, stuur.

14. COUNCIL FUNDS.

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

Fourpence per week shall be deducted by such employer from the earning of each of his employees receiving over £1 during any one week, including the value of board and/or lodging, and 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 1814, Durban.

15. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

16. INTERPRETATION OF AGREEMENT.

(1) 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 the employers and employees.

(2) Any disputes which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

17. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement shall be subject to the provisions of this Agreement.

18. GENERAL.

Nothing in this Agreement shall be deemed to authorise 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.

19. DISTRIBUTION OF THE AGREEMENT.

Every employer shall supply each of his employees with a copy of this Agreement.

20. EMPLOYMENT OF TRADE UNION LABOUR.

(a) The members of the employers' organisation undertake to employ only members of the trade union, and the members of the trade union agree to work only for employers who are members of the employers' organisation, 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.

(b) 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 provision of this section shall immediately come into operation.

(c) Provided further that the provisions of sub-section (a) hereof shall not apply in respect of any worker who objects to being a member of the trade Union because of its mixed membership.

21. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from each member of the Trade Union in his employ, the membership subscriptions payable by such employee to the trade union, and shall forward the total amount together with a list of employees and the amounts deducted, which list will be supplied to the employer each month, by the trade union, to the Secretary of the trade union, P.O. Box 290, Durban, or 32/33 Colonization Chambers, 355 West Street, Durban, not later than the 7th day of each month. Such subscriptions to be deducted from the first payment of wages in each month.

22. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and employee to permit such agents to institute such inquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

23. COST OF LIVING ALLOWANCE.

Employees shall be paid cost of living allowance equal to those prescribed in War Measure No. 43 of 1942, as amended or as may be amended from time to time.

Signed at Durban on behalf of the parties on this 31st day of October, 1953.

C. H. CHAMPAIN,
Chairman of the Council.
E. BERRIDGE,
Vice-Chairman of the Council.
F. E. OSBORN,
Secretary of the Council.

14. RAADSFONDSE.

Die fondse van die Raad berus by en word beheer deur die Raad en word soos volg verkry:—

Elke werkgever moet van die loon van elkeen van sy werknemers wat met inbegrip van die waarde van kos en/of huisvesting meer as £1 per week ontvang, 4d. per week aftrek, en by die bedrag aldus afgetrek moet die werkgever 'n gelyke bedrag voeg en die totale bedrag voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1814, Durban, stuur.

15. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Werkgevers moet aan enigen van hul werknemers wat verteenwoordigers op die Raad is, alle redelike geleentheid verskaf om hul pligte in verband met die werk van die Raad na te kom.

16. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan ter leiding van werkgevers en werknemers menings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

(2) Enige geskil in verband met die vertolking van enigen van die bepalings van hierdie Ooreenkoms moet na die Raad verwys word.

17. BESTAANDE KONTRAKTE.

Elke dienskontrak wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, is onderworpe aan die bepalings van hierdie Ooreenkoms.

18. ALGEMEEN.

Niks in hierdie Ooreenkoms magtig die indiensneming van enigen wie se indiensneming by wet verbied is, of die indiensneming deur enigen op enige tyd of tye by wet verbied nie.

19. VERSPREIDING VAN OOREENKOMS.

Elke werkgever moet aan elkeen van sy werknemers 'n afskrif van hierdie Ooreenkoms verskaf.

20. INDIENSNEMING VAN VAKVERENIGINGLEDE.

(a) Die lede van die werkgeversorganisasie onderneem om slegs lede van die vakvereniging in diens te neem en die lede van die vakvereniging stem toe om slegs vir werkgevers wat lede van die werkgeversorganisasie is, te werk; met dien verstande dat die bepalings van hierdie artikel nie van toepassing is wanneer na die mening van die Raad, lidmaatskap van 'n party by hierdie Ooreenkoms sonder 'n voldoende rede aan 'n werknemer of werkgever geweier is en die applikant die weiering binne veertien dae aan die Sekretaris van die Raad gerapporteer het nie.

(b) Die bepalings van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant 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, weier om op uitnodiging van die betrokke vakvereniging lid van die vereniging te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

(c) Voorts met dien verstande dat die bepalings van subartikel (a) hiervan nie ten opsigte van 'n werker wat daarteen beswaar maak om lid van die vakvereniging weens sy gemengde lidmaatskap te wees, van toepassing is nie.

21. VAKVERENIGINGLEDEGELD.

Elke werkgever moet die ledegelde van elke lid van die vakvereniging wat in sy diens is, aftrek en die totale bedrag saam met 'n lys werknemers en die bedrae wat afgetrek is, (die lys moet elke maand deur die vakvereniging aan die werkgever gestuur word) aan die Sekretaris van die vakvereniging, Posbus 290, Durban, of Colonization Chambers 32/33, Weststraat 355, Durban op of voor die 7de dag van elke maand stuur. Hierdie ledegeld moet van die eerste betaling van lone in elke maand afgetrek word.

22. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om met die uitvoering van die bepalings van hierdie Ooreenkoms te help en elke werkgever en werknemer is verplig om dié agente toe te laat om die navraag te doen en die boeke en/of geskrifte na te gaan en die persone te ondervra as wat vir hierdie doel nodig mag wees.

23. LEWENSKOSTETOELAE.

Werknemers moet lewenskostetoelae betaal word wat gelyk is aan dié wat voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of wat van tyd tot tyd gewysig kan word.

Namens die partye op hede, die 31ste dag van Oktober 1953 in Durban onderteken.

C. H. CHAMPAIN,
Voorsitter van die Raad.
E. BERRIDGE,
Ondervoorsitter van die Raad.
F. E. OSBORN,
Sekretaris van die Raad.