



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuisblad by die Poskantoor Geregistreer)

VOL. CLXXVIII.] PRICE 6d. PRETORIA, 5 NOVEMBER 1954. PRYS 6d. [No. 5371.

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2282.] [5 November 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

LIQUOR AND CATERING TRADE, WITWATERSRAND AND VEREENIGING.

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 1st December, 1954, and for the period ending 30th November, 1956, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 16 (inclusive) and 21 to 24 (inclusive) of the said Agreement shall be binding from the 1st December, 1954, and for the period ending 30th November, 1956, upon the other employers and employees engaged or employed in the said trade in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Vereeniging and those portions of the Magisterial District of Randfontein which prior to 1st January, 1948, fell within the Magisterial Districts of Krugersdorp and Vereeniging; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Benoni, Brakpan, Springs, Nigel, Vereeniging and those portions of the Magisterial District of Randfontein which prior to the 1st January, 1948, fell within the Magisterial Districts of Krugersdorp and Vereeniging and from the 1st December, 1954, and for the period ending 30th November, 1956, the provisions contained in clauses 3 to 16 (inclusive) and 21 to 24 (inclusive) 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.

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

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2282.] [5 November 1954.
NYWERHEID-VERSOENINGSWET, 1937.

DRANK- EN VERVERSINGSBEDRYF, WITWATERSRAND EN VEREENIGING.

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 hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, vanaf 1 Desember 1954 en vir die tydperk wat op 30 November 1956 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en 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 16 en 21 tot en met 24 van genoemde Ooreenkoms vanaf 1 Desember 1954 en vir die tydperk wat op 30 November 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel en Vereeniging, en daardie gedeeltes van die magistraatsdistrik Randfontein wat voor 1 Januarie 1948 binne die magistraatsdistrikte Krugersdorp en Vereeniging geval het; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 16 en 21 tot en met 24 van genoemde Ooreenkoms vanaf 1 Desember 1954 en vir die tydperk wat op 30 November 1956 eindig, in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel en Vereeniging en daardie gedeeltes van die magistraatsdistrik Randfontein wat voor 1 Januarie 1948 binne die magistraatsdistrikte Krugersdorp en Vereeniging geval het, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf, wat nie by die woordomskrywing 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 (WITWATERSRAND AND VEREENIGING).

AGREEMENT

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

Hotel Association of the Transvaal

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

Witwatersrand 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 (Witwatersrand and Vereeniging).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Vereeniging and those portions of the Magisterial District of Randfontein which prior to 1st January, 1948, fell within the Magisterial Districts of Krugersdorp and Vereeniging, by all employers in the Liquor and Catering Trade who are members of the Employers' Organisation, and by all employees in the said trade who are members of the trade union and for whom wages are prescribed in section 4 of the Agreement.

2. PERIOD OF OPERATION OF THE 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 two years, or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement, which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act and, unless inconsistent with the context—

"assistant manager" or "assistant manageress" means a male or female employee, as the case may be, who assists a manager or manageress in the performance of his or her duties and who may act for him or her, during his or her absence;

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

"barman, qualified," means a barman who has had not less than two years' experience;

"barman, unqualified," means a barman who has had less than two years' experience;

"casual employee" means an employee who is employed by the same employer on not more than four days in any week;

"clerical employee" means an employee other than a receptionist who is engaged in writing and/or typing and/or any other form of clerical work and includes a storeman, despatch clerk, telephone operator and cashier;

"clerical employee, male, qualified," means a male clerical employee who has had not less than three years' experience;

"clerical employee, male, unqualified," means a male clerical employee who has had less than three years' experience;

"clerical employee, female, qualified," means a female clerical employee who has had not less than three years' experience;

"clerical employee, female, unqualified," means a female clerical employee who has had less than three years' experience;

"cook" means an employee engaged in the preparation and/or cooking of food; provided that where an employee performs only such work as is specified in the definitions of "cook's assistant", "waiter", "waitress" or "grade II employee" he shall not be deemed to be a cook;

"cook, male, qualified," means a male cook who has had not less than five years' experience;

"cook, male, unqualified," means a male cook who has had less than five years' experience;

"cook, female, qualified," means a female cook who has had not less than three years' experience;

"cook, female, unqualified," means a female cook who has had less than three years' experience;

"cook's assistant" means an employee, other than a grade II employee, who under the supervision of a head cook or a qualified male or female cook, assists the cook by attending to foodstuffs in the process of cooking and/or by cooking meat or other foodstuffs intended for consumption by the employees of the establishment and who may make ice-cream, cook breakfast for guests, cook eggs or porridge, make toast and tea or similar beverages; and who may in addition, perform the duties of the cook when the cook is absent in terms of clause 6 (4);

"Council" means the Industrial Council for the Liquor and Catering Trade (Witwatersrand and Vereeniging) registered in terms of section nineteen of the Act;

"day" means any period of twenty-four hours beginning and ending at midnight, except that a "day" in respect of night workers shall mean any period of twenty-four hours beginning and ending at midday;

BYLAE.

NYWERHEIDSRaad VIR DIE DRANK- EN VERVERSINGSBEDRYF (WITWATERSRAND EN VEREENIGING).

OOREENKOMS

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

Hotel Association of the Transvaal

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

Witwatersrand Liquor and Catering Trade Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf (Witwatersrand en Vereeniging).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Vereeniging en dié gedeeltes van die magistraatsdistrik Randfontein wat vóór 1 Januarie 1948 binne die magistraatsdistrikte Krugersdorp en Vereeniging geressorteer het, deur alle werkgewers in die drank- en verversingsbedryf nagekom word wat lede van die werkgewersorganisasie is, en deur al die werknemers in genoemde bedryf wat lede van die vakvereniging is en vir wie lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige dag as wat deur die Minister kragtens artikel agt-en-veertig van die Wet vasgestel word en bly twee jaar lank van krag of vir 'n tydperk wat deur hom bepaal kan word.

3. WOORDOMSKRYWINGS.

1. Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebeesig word en in die Nywerheid-Versoeningswet, 1937, bepaal is, dieselfde betekenis as in genoemde Wet en tensy strydig met die samehang, beteken—

„assistent-bestuurder", of „assistent-bestuurderes", na gelang van die geval, 'n manlike of vroulike werknemer wat 'n bestuurder of bestuurderes help by die uitvoering van sy of haar pligte en wat in sy of haar afwesigheid vir hom of haar kan waarneem;

„kantienman", 'n werknemer, uitgesonderd 'n wynkelner, wat drank in 'n inrigting oor die toonbank of vanuit die kantien verkoop, en dit omvat 'n buffetjuffrou;

„kantienman, gekwalifiseer," 'n kantienman met minstens twee jaar ondervinding;

„kantienman, ongekwalifiseer," 'n kantienman met minder as twee jaar ondervinding;

„los werknemer", 'n werknemer wat hoogstens vier dae per week by dieselfde werkgewer in diens is;

„klerklike werknemer", 'n werknemer, uitgesonderd 'n ontvangkierk wat skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk verrig, en dit omvat 'n magasynmeester, versendingsklerk, telefonis en kassier;

„klerklike werknemer, manlik, gekwalifiseer," 'n manlike klerklike werknemer met minstens drie jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer," 'n manlike klerklike werknemer met minder as drie jaar ondervinding;

„klerklike werknemer, vroulik, gekwalifiseer," 'n vroulike klerklike werknemer met minstens drie jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer," 'n vroulike klerklike werknemer met minder as drie jaar ondervinding;

„kok", 'n werknemer wat kos berei en/of kook; met dien verstande dat as 'n werknemer slegs dié soort werk verrig wat in die woordomskrywings van „assistent-kok", „kelner", „kelnerin" of „graad II-werknemer", gespesifiseer word, hy nie as 'n kok beskou moet word nie;

„kok, manlik, gekwalifiseer," 'n manlike kok met minstens vyf jaar ondervinding;

„kok, manlik, ongekwalifiseer," 'n manlike kok met minder as vyf jaar ondervinding;

„kok, vroulik, gekwalifiseer," 'n vroulike kok met minstens drie jaar ondervinding;

„kok, vroulik, ongekwalifiseer," 'n vroulike kok met minder as drie jaar ondervinding;

„assistent-kok", 'n werknemer, uitgesonderd 'n graad II-werknemer, wat, onder toesig van 'n hoofkok of 'n gekwalifiseerde manlike of vroulike kok, help om kos voor te berei wanneer dit gekook moet word en/of vleis of ander kos help kook wat bestem is vir verbruik deur die werknemers van die inrigting en wat roomys kan vervaardig, onthyt vir gaste kan kook, eiers of pap kan kook, roosterbrood en tee of dergelike drankte kan maak; en wat ook die pligte van 'n kok kan nakom as die kok kragtens die bepalings van klousule 6 (4) afwesig is;

„Raad", die Nywerheidsraad vir die Drank- en Verversingsbedryf (Witwatersrand en Vereeniging), wat ingevolge die bepalings van artikel negentien van die Wet geregistreer is;

„dag", 'n tydperk van 24 uur wat om twaalfuur in die nag begin en eindig, behalwe dat 'n „dag" in verband met nagwerkers enige tydperk van 24 uur beteken wat om 12-uur in die dag begin en eindig;

"day's pay" shall mean the weekly wage payable to an employee in terms of clause 4 divided by seven in the case of a seven-day establishment and by six in the case of a six-day establishment;

"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 "Liquor and Catering Trade" and in or in connection with which one or more employees are employed in the Liquor and Catering Trade;

"experience" means, in relation to those employees in respect of whom a rising scale of wages is prescribed in clause 4, the total period or periods of employment which an employee has had in the particular occupation in which he is employed;

"grade I employee" means an employee not specifically referred to in clause 4 (1);

"grade I employee, qualified," means a grade I employee who has had not less than six months' experience;

"grade I employee, unqualified," means a grade I employee who has had less than six months' experience;

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

- (a) Carrying and/or moving foodstuffs, utensils or other articles;
- (b) cleaning utensils, furniture, premises, vehicles, footwear, vegetables, fish, poultry, or other articles other than doing washing or ironing;
- (c) making or maintaining fires and/or removing refuse;
- (d) plucking poultry peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea or similar beverages;
- (e) tending animals or poultry;
- (f) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering, clipping hedges);
- (g) packing and sorting bottles or other articles;
- (h) pushing or pulling any manually propelled vehicle;
- (i) guarding premises, luggage or other articles, other than guarding premises, buildings, gates or other property by night;
- (j) delivering goods on foot or by means of a bicycle, tricycle or any manually propelled vehicle;
- (k) rolling and marking tennis courts;
- (l) making beds;
- (m) working a kitchen and/or goods lift;
- (n) delivering keys, messages and letters to guests;
- (o) receiving and/or attending to messages, baggage and personal effects when the page or porter is absent in terms of clause 6 (4);

for the purpose of this definition the expression "carrying foodstuffs, utensils or other articles" does not include carrying meals or refreshments to guests other than early morning tea or similar beverages and hot water;

"guest" means any person who resides either permanently or temporarily in an establishment and includes a visitor or customer, but does not include the employer or any member of his family or any person employed in the establishment;

"head barman" means a barman who is in charge of and supervises one or more other barmen and who is responsible for the efficient performance by them of their duties;

"head cook" means a cook who is in charge of and supervises one or more qualified cooks and who is responsible for the efficient performance by them of their duties;

"head waiter" means a waiter who is in charge of and supervises waiters and/or waitresses and who is responsible for the efficient performance by them of their duties;

"head waitress" means a waitress who is in charge of and supervises waitresses and who is responsible for the efficient performance by them of their duties;

"housekeeper" means a female employee engaged in supervising the kitchen and/or bedrooms and/or issuing stores and who is in general charge of linen and is responsible for the receiving, storing, handling, repairing, and/or laundering of such linen;

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

"Liquor and Catering Trade" means the trade carried on by employers and employees when conducting, whether temporarily or permanently, a business where the sale of liquor is carried on and in connection with which one or more of the following licences issued under the provisions of the Liquor Act, 1928, are required to be held:—

- Restaurant liquor licence;
- hotel liquor licence;
- bar liquor licence;
- wine and malt liquor licence;
- theatre or sportsground liquor licence;
- temporary liquor licence;
- late hours occasional licence;

but shall not include the activities carried on in the Tea-room, Restaurant and Catering Trade;

"manager" or "manageress" means a male or female employee, as the case may be, who is in charge of an establishment and of the employees employed in such establishment, who is responsible for the efficient performance by them of their duties and who may engage and discharge such employees;

"dagloon", die weekloon wat kragtens klousule 4 aan 'n werknemer betaalbaar is, gedeel deur sewe in die geval van in inrigting waarin sewe dae gewerk word, en deur ses in die geval van 'n inrigting waarin ses dae gewerk word;

"inrigting", 'n perseel wat ten opsigte van die verkoop van drank daarin, daarop of daaruit oor een of meer lisensies beskik wat gespesifiseer word in die woordskrywing van „drank- en verversingsbedryf”, en waarin of in verband waarmee een of meer werknemers in die drank- en verversingsbedryf in diens is;

"ondervinding", met betrekking tot daardie werknemers vir wie 'n stygende loonskaal in klousule 4 voorgeskryf word, die totale dienstdynerk of dienstdynerke van die werknemer in die bepaalde bedryf waarin hy in diens is;

"graad I-werknemer", 'n werknemer wat nie uitdruklik in klousule 4 (1) genoem word nie;

"graad I-werknemer, gekwalifiseer", 'n werknemer, graad I, met minstens ses maande ondervinding;

"graad I-werknemer, ongekwalifiseer", 'n werknemer, graad I, met minder as ses maande ondervinding;

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

- (a) Kos, eetgerei of ander artikels dra en/of verplaas;
- (b) eetgerei, meubels, persele, voertuie, skoesel, groente, vis, pluimvee, of ander artikels skoonmaak, uitgesonderd was en stryk;
- (c) vure maak of aan die brand hou en/of vuilgoed verwyder;
- (d) pluimvee pluk, vrugte of groente skil en/of opsny, eiers kook, roosterbrood, tee of dergelyke drankte maak;
- (e) diere of pluimvee versorg;
- (f) tuinmaak (d.w.s. onder toesig plant, spit, hark, gras sny, bespuit, meng, natgooi, heinings knip);
- (g) bottels of ander artikels verpak en sorteer;
- (h) 'n handvoertuig stoot of trek;
- (i) persele, bagasie of ander artikels bewaak, maar nie persele, geboue, hekke of ander eiendom snags bewaak nie;
- (j) goedere te voet of per fiets, driewieler of handvoertuig aflewer;
- (k) tennisbane rol en afmerk;
- (l) beddens opmaak;
- (m) 'n kombuis- en/of goederehyser bedien;
- (n) sleutels, boodsappe en briewe aan gaste besorg;
- (o) boodsappe, bagasie en persoonlike toebehore in ontvangs neem as die hoteljoggie of portier kragtens die bepalinge van klousule 6 (4) afwesig is;

vir die toepassing van hierdie woordskrywings omvat die uitdrukking „kos, eetgerei of ander artikels dra en/of versit" nie die dra van etes of verversing na gaste nie, uitgesonderd tee of soortgelyke drankte en warm water soggens vroeg;

"gas", enige persoon wat of permanent of tydelik in 'n inrigting woon, en dit omvat 'n besoeker of klant maar nie die werkgewer of enige lid van sy gesin of enige persoon wat in daardie inrigting in diens is nie;

"hoofkantienman", 'n kantienman aan die hoof van en met toesig oor een of meer ander kantienmanne en wat sorg dra dat hulle hul werk deeglik verrig;

"hoofkok", 'n kok aan die hoof van en met toesig oor een of meer gekwalifiseerde koks en wat sorg dra dat hulle hul werk deeglik verrig;

"hoofkelner", 'n kelner aan die hoof van en met toesig oor kelners en/of kelnerinne en wat sorg dra dat hulle hul werk deeglik verrig;

"hoofkelnerin", 'n kelnerin aan die hoof van en met toesig oor kelnerinne en wat sorg dra dat hulle hul werk deeglik verrig;

"huishoudster", 'n vroulike werknemer wat toesig hou oor die kombuis en/of slaapkamers, en/of wat voorrade uitreik en in algemene beheer van die linnegoed is en sorg dra vir die ontvangs, bewaring, hanteer, herstel en/of was en stryk van die linnegoed;

"hyserbediener", 'n werknemer wat 'n passasiershyser in 'n inrigting bedien;

"drank- en verversingsbedryf", die bedryf wat uitgeoefen word deur werkgewers en werknemers wanneer verkoop, hetsy tydelik of permanent, sake doen waar drank verkoop word, en in verband waarmee die werkgewers en werknemers oor een of meer van ondergenoemde lisensies wat kragtens die bepalinge van die Drankwet, 1928, uitgereik word, moet beskik:—

- 'n Restaurant-dranklisensie;
- 'n hotel-dranklisensie;
- kantien-lisensie;
- wyn- en bierlisensie;
- 'n teater- of sportgronde-dranklisensie;
- 'n tydelike dranklisensie;
- 'n nagtelike geleentheidslisensie;

maar omvat nie die bedrywighede wat in die teekamer-, restaurant- en verversingsbedryf uitgeoefen word nie;

"bestuurder" of "bestuurderes", 'n manlike of na gelang van die geval, 'n vroulike werknemer wat aan die hoof staan van 'n inrigting en van die werknemers wat in die inrigting werk en wat ook daarvoor verantwoordelik is dat hulle hul werk deeglik verrig en wat sodanige werknemers in diens kan neem of ontslaan;

"night porter" means a porter, the greater portion of whose duty falls between 7 p.m. and 7 a.m.;

"night worker" means an employee whose ordinary hours of work commence before midnight and end after midnight;

"night watchman" means an employee engaged in one or more of the following occupations: Guarding premises, buildings, gates or other property by night; polishing and cleaning furniture, boots and premises; lighting fires; and who may in addition, attend to guests on arrival or departure and assist in serving them with meals or refreshments;

"page" means an employee under the age of twenty years who is engaged in receiving or delivering messages and/or running errands;

"part-time employee" means an employee, other than a grade II employee, whose contract of employment provides for his being employed for one week or more and for not more than three hours in the aggregate in any day;

"porter" means an employee, of the age of eighteen years or over, who is engaged in meeting trains or other conveyances, receiving guests, making bookings, supervising cleaning, inspecting various sections of the premises, and receiving, delivering and/or attending to messages, baggage and personal effects;

"porter, qualified," means a porter who has had not less than two years' experience;

"porter, unqualified," means a porter who has had less than two years' experience;

"receptionist" means an employee who receives guests, attends to and keeps a list of bookings, makes out accounts, receives money and issues receipts, and who may do clerical work;

"receptionist, qualified," means a receptionist who has had not less than three years' experience;

"receptionist, unqualified," means a receptionist who has had less than three years' experience;

"seven-day establishment" means an establishment in which the Liquor and Catering Trade is carried on for seven days per 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 calculated from the time an employee first commences work on any day until he finishes work for that day;

"Tea-room, Restaurant and Catering Trade," means the trade in which the employer and employee are associated for the purpose of providing meals and/or sandwiches and/or refreshments in or from any establishment, whether permanent, temporary, indoors or in the open air, and includes such activities carried on in premises—

- (1) used as public restaurants, fish and chip shops, cafés, or tea-rooms; and/or
- (2) wherefrom are supplied meals and/or non-alcoholic refreshments; and/or
- (3) wherein are supplied aerated or mineral waters in glasses or other containers for consumption thereon;
- (4) wherein or wherefrom the activities hereinbefore referred to are carried on in respect of or in connection with any theatre, bioscope, bio-tearoom or other entertainment or function;
- (5) in respect of which there is held a wine and malt liquor licence or a restaurant liquor licence in terms of the Liquor Act, 1928, first obtained after the 17th May, 1938, and in which the main activities fall within the scope of paragraphs (1), (2), (3) or (4);

but does not include such activities carried on in—

- (a) premises other than those referred to in paragraph (5) in respect of which any liquor licence is held;
- (b) boarding-houses or any establishment in respect of which a native eating-house licence is required or any establishment which caters solely for the supply of food or refreshments for non-Europeans;

provided that any exclusion from the scope of this definition in respect of liquor licensed premises shall only be deemed to exclude that portion of the premises concerned in which the sale of liquor is permitted by the liquor licences held by the employer who is the holder of the said licences;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clauses 6 (1) and (2); provided that for the purpose of assessing the amount payable for, or in lieu of, annual leave (clause 7), sick leave (clause 8), and in lieu of notice to terminate employment (clause 13) "wage" shall include the cash equivalent, prescribed in clause 5 (7), of meals to which such employee is entitled in terms of clause 4;

"waiter" means a male employee who sets or clears tables, serves or carries meals or refreshments to guests and who may cut sandwiches, prepare salads and accept payment from guests for goods, meals or refreshments supplied and includes a wine steward;

"waiter, qualified," means a waiter who has had not less than three years' experience;

"waiter, unqualified," means a waiter who has had less than three years' experience;

"waitress" means a female employee who sets or clears tables, serves or carries meals or refreshments to guests and who may cut sandwiches, prepare salads and accept payment from guests for goods, meals or refreshments supplied;

"nagportier", 'n portier wat hoofsaaklik tussen 7 nm. en 7 vm. werk;

"nagwerker", 'n werknemer wie se gewone werkure voor middernag begin en na middernag eindig;

"nagwag", 'n werknemer wat een of meer van die volgende werksaamhede verrig; snags persele, geboue, hekke of ander eiendom bewaak; meubels, skoene en geboue skoonmaak en poleer, vure maak en daarbenewens aandag aan gaste by hul aankoms of vertrek bestee, en help om hul van etes of verversings te voorsien;

"hoteljoggie", 'n werknemer onder die ouderdom van twintig jaar wat boodskappe ontvang en aflewer en/of doen;

"deeltydse werknemer", 'n werknemer, uitgesonderd 'n graad II-werknemer wie se dienskontrak daarin voorsien dat hy vir een week of langer in diens kan wees, maar nie vir altesame meer as drie uur per dag nie;

"portier", 'n werknemer van agtien jaar of ouer, wat sy opwagting by treine of ander vervoermiddels maak, gaste ontvang, plekke bespreek, toesig hou oor skoonmaakwerk, die verskillende dele van die persele inspekteer en boodskappe, bagasie en persoonlike artikels ontvang, aflewer en versorg;

"portier, gekwalifiseer", 'n portier met minstens twee jaar ondervinding;

"portier, ongekwalifiseer", 'n portier met minder as twee jaar ondervinding;

"ontvangsklerk", 'n werknemer wat gaste ontvang, die lys van besprekings aansuiwer, rekenings uitskryf, geld ontvang en kwitanties uitreik, en wat klerklike werk kan doen;

"ontvangsklerk, gekwalifiseer", 'n ontvangsklerk met minstens drie jaar ondervinding;

"ontvangsklerk, ongekwalifiseer", 'n ontvangsklerk met minder as drie jaar ondervinding;

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

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

"werkdag", die tydperk bereken van die tydstop af waarop 'n werknemer op 'n dag begin werk tot die tydstop wanneer hy die werk vir daardie dag staak;

"teekamer, restaurant- en verversingsbedryf", die bedryf waarin die werkgever en werknemer vir die doel geassosieer is om maaltye en/of toevoerbodjies en/of verversings in of vanuit 'n inrigting hetsy permanent of tydelik, binnekant of in die buiteland, te verskaf, en omvat sodanige bedrywighede wat uitgeoefen word op persele—

- (1) wat begruik word as openbare restaurants, winkels vir vis en aartappelskifys, kafees of teekamers; en/of
- (2) waaruit maaltye en/of nie-alkoholiese verversings bedien word; en/of
- (3) waaruit spuit- of mineraalwater in glase of ander houers vir gebruik op die persele bedien word;
- (4) waarin of waarvandaan die bedrywighede wat voorheen genoem is, uitgeoefen word ten opsigte van of in verband met 'n teater, bioskoop, bio-teekamer of ander vermaaklikheid of funksie;
- (5) ten opsigte waarvan 'n lisensie vir wyn en gemoute drank of 'n dranklisensie vir 'n restaurant uitgereik is kragtens die bepalings van die Drankwet, 1928, wat eers na 17 Mei 1938 verkry is en waarin die vernaamste bedrywighede binne die bestek van paragrawe (1), (2), (3) of (4) val;

maar omvat nie sodanige bedrywighede nie wat uitgeoefen word in—

- (a) persele, uitgesonderd dié wat in paragraaf (5) genoem word, ten opsigte waarvan 'n dranklisensie uitgereik is;
- (b) losieshuise of inrigtings ten opsigte waarvan 'n lisensie vir 'n Naturelle-eetplek vereis word of inrigting wat slegs voedsel of verversings aan nie-blankes verskaf;

met dien verstande dat enige uitsluiting vanuit die bestek van hierdie woordskrywing ten opsigte van persele waarvoor dranklisensies uitgereik is, slegs beskou moet word om daardie deel van die betrokke perseel uit te sluit waarin die verkoop van drank toegelaat word kragtens lisensies in besit van die werkgever wat die houër van sodanige lisensies is; "loon", daardie deel van die besoldiging wat in kontant aan 'n werknemer betaal moet word ten opsigte van die gewone werkure in klousule 6 (1) en (2) voorgeskryf; met dien verstande dat vir die doel om die bedrag vas te stel wat betaalbaar is vir of in plaas van jaarlikse verlof (klousule 7), siekteverlof (klousule 8), en in plaas van kennisgewing wat die diens beëindig (klousule 13), "loon" die kontantekwivalent van maaltye waarop sodanige werknemers kragtens klousule 4 geregtig is, en voorgeskryf in klousule 5 (7), moet omvat;

"kelner", 'n manlike werknemer wat tafels dek of afdek, etes of verversings na gaste dra of aan hulle bedien en wat toevoerbodjies kan maak, slaagregte kan berei en van gaste geld kan invorder vir goedere, etes of verversings wat afgelewer is en omvat 'n wynkelner;

"kelner, gekwalifiseer", 'n kelner met minstens drie jaar ondervinding;

"kelner, ongekwalifiseer", 'n kelner met minder as drie jaar ondervinding;

"kelnerin", 'n vroulike werknemer wat tafels dek of afdek, etes of verversings na gaste dra of aan hulle bedien en toevoerbodjies kan maak, slaagregte kan berei en van gaste geld kan invorder vir goedere, etes of verversings wat afgelewer is;

"waitress, qualified," means a waitress who has had not less than two years' experience;
 "waitress, unqualified," means a waitress who has had less than two years' experience;
 "week" in relation to a six-day establishment, means a period of six days from Monday to Saturday inclusive, and in relation to a seven-day establishment a period of seven days from Monday to Sunday inclusive;
 "wine steward" means an employee who is engaged in serving liquor, refreshments, cigars, cigarettes, sandwiches, snacks and other articles of light meals of a similar nature in a dining-room, lounge or other portion of an establishment, excluding serving from behind a bar counter, and who may accept payment from guests for such refreshments, meals or other articles.

(2) In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES.

(1) The minimum wage which shall be paid by an employer to each member of the under-mentioned classes of his employees shall be as set out hereunder:—

(a) Employees other than casual employees:—

Class of Employee.	Per Week. Plus Meals whilst on Duty.		Per Month. Plus Meals whilst on Duty.	
	£	s. d.	£	s. d.
Manager.....	8	14 3	37	15 0
Manageress.....	6	5 9	27	5 0
Assistant manager.....	5	15 5	25	0 0
Assistant manageress.....	3	16 2	16	10 0
Clerical employee, male, qualified.....	4	13 6	20	5 0
Clerical employee, male, qualified—				
During the first year of experience..	1	14 8	7	10 0
During the second year of experience..	2	14 3	11	15 0
During the third year of experience..	3	13 10	16	0 0
Clerical employee, female, qualified...	2	14 3	11	15 0
Clerical employee, female, unqualified—				
During the first year of experience..	1	14 8	7	10 0
During the second year of experience..	2	1 2	8	18 4
During the third year of experience..	2	7 8	10	6 8
Receptionist, qualified.....	3	17 4	16	15 0
Receptionist, unqualified—				
During the first year of experience..	2	14 3	11	15 0
During the second year of experience..	3	1 11	13	8 4
During the third year of experience..	3	9 7	15	1 8
Head Barman.....	6	15 0	29	5 0
Barman, qualified.....	5	6 2	23	0 0
Barman, unqualified—				
During the first year of experience..	3	9 3	15	0 0
During the second year of experience..	4	7 8	19	0 0
Head cook, male.....	4	19 3	21	10 0
Head cook, female.....	3	15 7	16	7 6
Cook, male, qualified.....	3	0 0	13	0 0
Cook, male, unqualified—				
During the first year of experience..	1	7 8	6	0 0
During the second year of experience..	1	14 2	7	8 0
During the third year of experience..	2	0 7	8	16 0
During the fourth year of experience..	2	7 1	10	4 0
During the fifth year of experience..	2	13 6	11	12 0
Cook, female, qualified.....	2	10 9	11	0 0
Cook, female, unqualified—				
During the first year of experience..	1	7 8	6	0 0
During the second year of experience..	1	15 5	7	13 4
During the third year of experience..	2	3 1	9	6 8
Head waiter.....	3	5 0	14	1 8
Head waitress.....	2	2 8	9	5 0
Waiter, qualified.....	2	2 8	9	5 0
Waiter, unqualified—				
During the first year of experience..	1	7 8	6	0 0
During the second year of experience..	1	12 8	7	1 8
During the third year of experience..	1	17 8	8	3 4
Waitress, qualified.....	2	0 0	8	13 4
Waitress, unqualified—				
During the first year of experience..	1	7 8	6	0 0
During the second year of experience..	1	13 10	7	6 8
Handyman.....	3	17 0	16	13 8
Hall and/or station porter and night porter, qualified.....	2	9 7	10	15 0
Hall and/or station porter and night porter, unqualified—				
During the first year of experience..	1	7 8	6	0 0
During the second year of experience..	1	18 8	8	7 6
Housekeeper.....	3	0 0	13	0 0
Page.....	1	5 0	5	8 4
Lift attendant.....	1	5 0	5	8 4
Night watchman.....	1	5 0	5	8 4
Cook's assistant.....	1	12 4	7	0 0
Grade I employee, qualified, male....	2	0 0	8	13 4
Grade I employee, unqualified, male—				
During the first three months of experience.....	1	7 8	6	0 0
During the second three months of experience.....	1	13 10	7	6 8

„kelnerin, gekwalifiseer,” ’n kelnerin met minstens twee jaar ondervinding;
 „kelnerin, ongekwalifiseer,” ’n kelnerin met minder as twee jaar ondervinding;
 „week”, ten opsigte van ’n sesdaagse inrigting, ’n tydperk van ses dae van Maandag tot en met Saterdag en ten opsigte van ’n sewedaagse inrigting, ’n tydperk van sewe dae vanaf Maandag tot en met Sondag;
 „wynkelner”, ’n werknemer wat drank, verversings, sigare, sigarette, toebroodjies, southappies en ander artikels of ligte etes van ’n soortgelyke aard in ’n eetsaal, geselskapsaal of ander deel van ’n inrigting bedien, met uitsondering van die bediening agter ’n kantientoonbank, en wat geld vir sodanige verversings, etes en ander artikels van gaste kan inwonder.
 (2) By die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkomings, word dit beskou dat hy by dié klas behoort waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE.

(1) Die minimum loon wat deur ’n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers betaal moet word, is soos volg:—

(a) Werknemers, uitgesonderd los werknemers—

Klas werknemer.	Per week. Plus etes terwyl op diens.		Per maand. Plus etes terwyl op diens.	
	£	s. d.	£	s. d.
Bestuurder.....	8	14 3	37	15 0
Bestuurderes.....	6	5 9	27	5 0
Assistent-bestuurder.....	5	15 5	25	0 0
Assistent-bestuurderes.....	3	16 2	16	10 0
Klerklike werknemer, manlik gekwalifiseer.....	4	13 6	20	5 0
Klerklike werknemer, manlik, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	1	14 8	7	10 0
Gedurende tweede jaar ondervinding..	2	14 3	11	15 0
Gedurende derde jaar ondervinding..	3	13 10	16	0 0
Klerklike werknemer, vroulik, gekwalifiseer.....	2	14 3	11	15 0
Klerklike werknemer, vroulik, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	1	14 8	7	10 0
Gedurende tweede jaar ondervinding..	2	1 2	8	18 4
Gedurende derde jaar ondervinding..	2	7 8	10	6 8
Ontvangklerek, gekwalifiseer.....	3	17 4	16	15 0
Ontvangklerek, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	2	14 3	11	15 0
Gedurende tweede jaar ondervinding..	3	1 11	13	8 4
Gedurende derde jaar ondervinding..	3	9 7	15	1 8
Hoofkantienman.....	6	15 0	29	5 0
Kantienman, gekwalifiseer.....	5	6 2	23	0 0
Kantienman, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	3	9 3	15	0 0
Gedurende tweede jaar ondervinding..	4	7 8	19	0 0
Hoofkok, manlik.....	4	19 3	21	10 0
Hoofkok, vroulik.....	3	15 7	16	7 6
Kok, manlik, gekwalifiseer.....	3	0 0	13	0 0
Kok, manlik, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	1	7 8	6	0 0
Gedurende tweede jaar ondervinding..	1	14 2	7	8 0
Gedurende derde jaar ondervinding..	2	0 7	8	16 0
Gedurende vierde jaar ondervinding..	2	7 1	10	4 0
Gedurende vyfde jaar ondervinding..	2	13 6	11	12 0
Kok, vroulik, gekwalifiseer.....	2	10 9	11	0 0
Kok, vroulik, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	1	7 8	6	0 0
Gedurende tweede jaar ondervinding..	1	15 5	7	13 4
Gedurende derde jaar ondervinding..	2	3 1	9	6 8
Hoofkelner.....	3	5 0	14	1 8
Hoofkelnerin.....	2	2 8	9	5 0
Kelner, gekwalifiseer.....	2	2 8	9	5 0
Kelner, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	1	7 8	6	0 0
Gedurende tweede jaar ondervinding..	1	12 8	7	1 8
Gedurende derde jaar ondervinding..	1	17 8	8	3 4
Kelnerin, gekwalifiseer.....	2	0 0	8	13 4
Kelnerin, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	1	7 8	6	0 0
Gedurende tweede jaar ondervinding..	1	13 10	7	6 8
Handlanger.....	3	17 0	16	13 8
Voorportaal-en/of stasieportier en nagportier, gekwalifiseer.....	2	9 7	10	15 0
Portaal-en/of stasieportier en nagportier, ongekwalifiseer—				
Gedurende eerste jaar ondervinding..	1	7 8	6	0 0
Gedurende tweede jaar ondervinding..	1	18 8	8	7 6
Huishoudster.....	3	0 0	13	0 0
Hoteldjoggie.....	1	5 0	5	8 4
Hyserbediener.....	1	5 0	5	8 4
Nagwag.....	1	5 0	5	8 4
Assistent-kok.....	1	12 4	7	0 0
Graad I-werknemer, manlik, gekwalifiseer.....	2	0 0	8	13 4
Graad I-werknemer, manlik, ongekwalifiseer—				
Gedurende eerste drie maande ondervinding.....	1	7 8	6	0 0
Gedurende tweede drie maande ondervinding.....	1	13 10	7	6 8

Class of Employee.	Per Week.	Per Month.
	Plus Meals whilst on Duty.	Plus Meals whilst on Duty.
	£ s. d.	£ s. d.
Grade I employee, qualified, female...	1 15 0	7 11 8
Grade I employee, unqualified, female—		
During the first three months of experience.....	1 7 8	6 0 0
During the second three months of experience.....	1 11 4	6 15 10
Grade II employee, male.....	1 2 0	4 15 4
Grade II employee, female.....	1 0 0	4 6 8

Per Hour or part of an Hour.
s. d.

(b) Part-time employee, male..... 3 0

Part-time employee, female..... 2 6

(c) Casual employees:—

Class of Employee.	Over Four Hours but not exceeding Eight Hours in any one Day.		For Each Hour or Part thereof exceeding Eight Hours in any one Day.	
	£ s. d.	£ s. d.	£ s. d.	s. d.
Barman.....	0 14 6	1 0 6	3 3	
Cashier, Male.....	1 5 0	1 15 0	5 6	
Cashier, Female.....	0 16 3	1 1 0	3 3	
Cook, Male.....	0 18 0	1 2 6	3 3	
Cook, Female.....	0 15 6	0 19 10	3 0	
Waiter.....	0 8 6	0 13 0	2 6	
Waitress.....	0 8 0	0 12 0	2 3	
Grade II employee.....	0 3 0	0 4 6	0 9	
Other casuals not hereinbefore specified.....	0 8 0	0 12 0	2 3	

Provided that where a casual waitress is required to work on a Sunday she shall be paid an amount of not less than fifteen shillings for eight hours worked or less and for each hour or part of an hour worked in excess of eight hours an amount of not less than two shillings and sixpence.

(2) *Basis of Contract.*—For the purposes of this clause and subject to the provisions of clause 13 the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in sub-clause (3) and clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees, other than a grade II employee, to perform for longer than one hour in the aggregate on any day, and a employer who requires or permits his grade II employee to perform for any period on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

- a wage higher than that of his own class; or
- a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1) shall pay to such employee in respect of the whole day on which he performs such work—

A. In a seven-day establishment—

- in the case referred to in paragraph (a) one-seventh of such higher wage;
- in the case referred to in paragraph (b) one-seventh of the wage prescribed in sub-clause (1) for an employee of his class, plus thirty per cent.

B. In a Six-day Establishment—

- in the case referred to in paragraph (a) one-sixth of such higher wage;
- in the case referred to in paragraph (b) one-sixth of the wage prescribed in sub-clause (1) for an employee of his class, plus thirty per cent;

provided that in the case of an employee referred to in paragraphs A (ii) and B (ii) such employees shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount which would have accrued to a qualified employee in such higher class at the rate prescribed in sub-clause (1); provided further that where the sole difference between classes is in terms of sub-clause (1) based on experience, sex or age or where an employee is required for not more than one day in any week to take the place of an employee during the latter's free period referred to in clause 6 (4), the provisions of this sub-clause shall not apply.

Klas werknemer.	Per week.	Per maand.
	Plus etes terwyl op diens.	Plus etes terwyl op diens.
	£ s. d.	£ s. d.
Graad I-werknemer, vroulik, gekwalifiseer.....	1 15 0	7 11 8
Graad I-werknemer, vroulik, ongekwalifiseer—		
Gedurende eerste drie maande ondervinding.....	1 7 8	6 0 0
Gedurende tweede drie maande ondervinding.....	1 11 4	6 15 10
Graad II-werknemer, manlik.....	1 2 0	4 15 4
Graad II-werknemer, vroulik.....	1 0 0	4 6 8

Per uur of gedeelte van 'n uur.
s. d.

(b) Deeltydse werknemer, manlik..... 3 0

Deeltydse werknemer, vroulik..... 2 6

(c) Los werknemers—

Klas werknemer.	Vier uur diens of minder op 'n dag.		Bo vier uur maar nie bo agt uur diens op 'n dag nie.		Vir elke uur of gedeelte van 'n uur diens bo agt uur op 'n dag.	
	£ s. d.	£ s. d.	£ s. d.	s. d.	£ s. d.	s. d.
Kantienman.....	0 14 6	1 0 6	3 3			
Kassier, manlik.....	1 5 0	1 15 0	5 6			
Kassier, vroulik.....	0 16 3	1 1 0	3 3			
Kok, manlik.....	0 18 0	1 2 6	3 3			
Kok, vroulik.....	0 15 6	0 19 0	3 0			
Kelner.....	0 8 6	0 13 0	2 6			
Kelnerin.....	0 8 0	0 12 0	2 3			
Graad II-werknemer.....	0 3 0	0 4 6	0 9			
Ander los werknemers wat nie elders uitdruklik hierin genoem word nie.....	0 8 0	0 12 0	2 3			

Met dien verstande dat as 'n los kelnerin verplig word om op Sondag te werk, 'n bedrag van minstens vyftien shillings vir agt uur of minder gewerk en 'n bedrag van minstens twee shillings en ses pennies vir elke uur of gedeelte van 'n uur wat bo agt uur gewerk word, aan haar betaal moet word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule en behoudens soos bepaal in klousule 13, is die basis van die kontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks; en behoudens soos bepaal in subklousule (3) en klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, betaal word, of hy in daardie week die maksimum getal gewone ure soos voorgeskryf in klousule 6 (1) of minder gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat 'n lid van een klas van sy werknemers, uitgesonderd 'n graad II-werknemer, verplig of toegelaat om altesame meer as een uur op 'n dag te werk en 'n werkgewer wat sy graad II-werknemer, verplig of toelaat om op enige dag gedurende 'n tydperk, hetsy bo en behalwe of in plaas van sy eie werk, werk van 'n ander klas te verrig, waarvoor of—

- 'n hoër loon as dié vir sy eie klas; of
- 'n stygende loonskaal wat met 'n hoër loon as dié vir sy eie klas eindig;

in subklousule (1) voorgeskryf word, moet die werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, die volgende betaal:—

A. In 'n sewedaagse inrigting.

- In die geval in paragraaf (a) genoem, een-sewende van die hoër loon;
- in die geval in paragraaf (b) genoem, een-sewende van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus dertig persent;

B. In 'n sesdaagse inrigting.

- In die geval in paragraaf (a) genoem, een-sesde van sodanige hoër loon;
- in die geval in paragraaf (b) genoem, een-sesde van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus dertig persent;

met dien verstande dat in die geval van 'n werknemer in paragrafe A (ii) en B (ii) genoem, die werknemer nie ten opsigte van die dag waarop hy die werk verrig tot 'n totale bedrag geregtig is nie wat groter is as die bedrag wat aan 'n gekwalifiseerde werknemer verskuldig sou wees in sodanige hoër klas teen die skaal in subklousule (1) voorgeskryf; voorts met dien verstande dat as die enigste verskil tussen klasse kragtens die bepaling van subklousule (1) op ondervinding, geslag of ouderdom berus, of as 'n werknemer verplig word om vir hoogstens een dag in 'n week die plek in te neem van 'n werknemer gedurende laasgenoemde se vrytyd in klousule 6 (4) genoem, die bepaling van hierdie subklousule nie van toepassing is nie.

(4) *Meals*.—A casual employee shall receive such meals as fall within his working hours and where such meals are not provided he shall be paid, in addition to the wage prescribed in clause 4 (1) (c), an amount of not less than sixpence if a grade II employee, cook's assistant or night watchman, and not less than one shilling, if an employee other than a grade II employee, cook's assistant or night watchman, in lieu of each meal.

(5) *Dress Allowance*.—Whenever a casual employee is required by his employer to wear evening dress or a white or alpaca jacket, he shall be paid, in addition to the wages prescribed in clause 4 (1) (c) an amount of not less than two shillings and sixpence in respect of evening dress and one shilling in respect of a white or alpaca jacket, if such evening dress or jacket is supplied by himself.

(6) *Transport Allowance*.—A casual employee employed outside the area of the municipality in which he resides shall be paid his railway or bus fare to and from the place of his employment by his employer.

(7) In addition to the wages payable in terms of this section, each employee shall on each pay day be paid a cost of living allowance as laid down in terms of War Measure No. 43 of 1942 and any amendments thereto made from time to time.

5. PAYMENT OF REMUNERATION.

(1) *An Employee other than a Casual Employee*.—Save as provided in clause 7 (3) any amount due to an employee shall be paid in money, monthly, or, if the employer and employee have agreed thereto in writing, weekly, during the hours of work on the usual pay day of the establishment which in the case of monthly payments shall be not later than 2 p.m. on the first week day of the month and, for Grade II employees, not later than 2 p.m. on the third week day of the month, or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container, or be accompanied by a statement showing the employer's and employee's names, the employee's occupation, the number of overtime hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Casual Employees*.—An employer shall pay the remuneration due to his casual employee in money within twenty-four hours of the termination of his employment.

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

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

(5) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, as amended, and the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(6) *Fines and Deductions*.—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than the following:—

- With the written consent of his employee a deduction for holiday, sick, insurance, provident, pension or savings funds; provided that in the case of a deduction for sick benefit or provident funds in terms of the second proviso to clause 8 (1) the written consent of the employee need not be obtained;
- save as provided in clause 8 when his employee absents himself from work or is absent owing to accident or ill-health a deduction proportionate to the period of such absence;
- a deduction of any amount which an employer by any law or any order of competent court is required or permitted to make;
- levies in terms of clause 16 of this Agreement;
- contributions to the funds of the Trade Union in terms of clause 20 of this Agreement;
- where an employee (other than a casual employee) agrees or in terms of the Natives (Urban Areas) Consolidation Act, 1945, as amended, or the Native Labour Regulation Act, 1911, is required to accept lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

Lodging.
Per Week. Per Month.
£ s. d. £ s. d.

(i) Grade II employee, cook's assistant, night watchman.....	0	2	4	0	10	0
(ii) Manager, manageress, assistant manager and assistant manageress.....	0	9	3	2	0	0
(iii) All other employees.....	0	5	9	1	5	0

(7) If meals are not provided by the employer, the wage of an employee (other than a casual or part-time employee) shall be increased by not less than the amount specified hereunder:—

Per Week. Per Month.
£ s. d. £ s. d.

(i) Grade II employee, cook's assistant, night watchman.....	0	7	0	1	10	4
(ii) All other employees.....	0	15	0	3	5	0

(4) *Etes*.—'n Los werknemer moet dié etes wat binne sy werkure val, ontvang en 'as die etes nie verskaf word nie, moet 'n bedrag van minstens ses pennies bo en behalwe die loon wat in klousule 4 (1) (c) voorgeskryf is in die geval van 'n graad II-werknemer 'n assistent-kok of nagwag, en minstens een shilling in die geval van 'n ander werknemer, uitgesonderd 'n graad II-werknemer, 'n assistent-kok of nagwag, in plaas van elke ete aan hom betaal word.

(5) *Kleretoelae*.—As 'n werkgewer 'n los werknemer verplig om 'n aandpak of 'n wit of alpakkaabaadjie te dra, moet 'n bedrag van minstens twee shillings en ses pennies bo en behalwe die loon wat in klousule 4 (1) (c) voorgeskryf is ten opsigte van 'n aandpak en een shilling ten opsigte van 'n wit of alpakkaabaadjie aan hom betaal word as hy self die aandpak of baadjie verskaf.

(6) *Vervoertoelae*.—'n Werkgewer moet aan 'n los werknemer wat buite die gebied van die munisipaliteit waarin hy woonagtig is, werk, sy trein- of busgeld betaal na en van die plek waar hy werk.

(7) Bo en behalwe die lone wat kragtens die bepaling van hierdie artikel betaalbaar is, moet elke werknemer op elke betaaldag 'n lewenskostetoelae ontvang soos voorgeskryf ingevolge die bepaling van Oorlogsmaatreef No. 43 van 1942 en alle wysigings wat dit van tyd tot tyd kan ondergaan.

5. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer*.—Behoudens die bepaling van klousule 7 (3), moet elke bedrag wat aan 'n werknemer verskuldig is, maandeliks of indien die werkgewer en die werknemer skriftelik daartoe ooreengekom het, wekeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die inrigting wat in die geval van maandelikse betalings nie later as 2nm. op die eerste weekdag van die maand mag geskied nie, en vir graad II-werknemers nie later as 2 nm. op die derde weekdag van die maand nie, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en dit moet in 'n koevert of ander houer ingesluit wees of vergesel gaan van 'n staat wat die werkgewer en werknemer se name vermeld, asook die werknemer se bedryf, die getal gewone en oortydure gewerk, die besoldiging wat verskuldig is en die tydperk waarvoor besoldiging geskied.

(2) *Los werknemers*.—'n Werkgewer moet die besoldiging wat aan sy los werknemer verskuldig is binne 24 uur na beëindiging van sy diens in kontant betaal.

(3) *Premies*.—Geen vergoeding ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer geskied of deur hom aangeneem word nie.

(4) *Koop van goedere*.—'n Werkgewer mag sy werknemer nie verplig om goedere van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.

(5) *Losies en inwoning*.—Behoudens die bepaling van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, en die Naturellearbeid Regelingswet, 1911, mag 'n werkgewer sy werknemer nie verplig om van hom of van 'n persoon of by 'n plek wat hy aanwys, losies en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer mag sy werknemer geen boetes opleë of enige bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

- Met die skriftelike toestemming van die werknemer, 'n aftrekking vir verlof, siekte-, versekerings-, voorsorg-, pensioen- of spaarfondse met dien verstande dat dit in die geval van 'n aftrekking vir siekte- of voorsorgfondse ooreenkomstig die bepaling van die tweede voorbehoudsbepaling van klousule 8 (1) onnodig is om die skriftelike toestemming van die werknemer te verkry;
- behoudens die bepaling van klousule 8, 'n aftrekking wat proporsioneel is met die tydperk van sodanige afwesigheid wanneer die werknemer van sy werk af wegbly of weens siekte of ongesteldheid afwesig is;
- 'n bedrag wat 'n werkgewer ingevolge 'n wet of die bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
- heffings kragtens die bepaling van klousule 16 van hierdie Ooreenkoms;
- bydraes tot die fondse van die vakvereniging kragtens klousule 20 van hierdie Ooreenkoms;
- as 'n werknemer (uitgesonderd 'n los werknemer) toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Naturellearbeid Regelingswet, 1911, verplig is om inwoning van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae wat hieronder uitdruklik genoem word:—

Inwoning.
Per week. Per maand.
s. d. £ s. d.

(i) Graad II-werknemers, assistent-koks en nagwagte.....	2	4	0	10	0
(ii) Bestuurder, bestuurderes, assistent-bestuurder en assistent-bestuurderes.....	9	3	2	0	0
(iii) Alle ander werknemers.....	5	9	1	5	0

(7) As etes nie deur die werkgewer verskaf word nie, moet die loon van 'n werknemer (uitgesonderd 'n los werknemer of 'n deelytse werknemer) met minstens die bedrag wat hieronder gespesifiseer is, verhoog word:—

Per week. Per maand.
s. d. £ s. d.

(i) Graad II-werknemers, assistent-koks en nagwagte.....	7	0	1	10	4
(ii) Alle ander werknemers.....	15	0	3	5	0

6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) The ordinary hours of work of an employee, other than a casual employee, shall not in any week exceed—

	In a Seven-day Establish- ment.	In a Six-day Establish- ment.
Grade II employees.....	63	58
Barman.....	56	52
All other employees.....	58	54

(2) *Casual Employee.*—The ordinary hours of work of a casual employee shall not exceed nine on any day.

(3) *Meal Breaks.*—When an employee is on duty during the meal time of an establishment, his employer shall grant to him during such meal time or within half-an-hour before or after such meal time a break of not less than thirty minutes during which such employer shall not require or permit his employees to work and such meal break shall not be deemed to be part of the ordinary hours of work or overtime: Provided that the period of work between any two such meals shall not be longer than six consecutive hours: Provided further that periods of work interrupted by a break of less than thirty minutes shall be deemed to be continuous.

(4) *Weekly Time Off-Duty.*—(a) During each fortnight of employment an employer shall grant to each employee (other than a grade II employee) employed in a seven-day establishment, one day off-duty in the first week and one period off-duty from 2 p.m. to midnight in the second week: Provided that barman employed in six-day as well as in seven-day establishments shall be given not less than one additional evening off-duty per week from not later than 7 p.m.

(b) Grade II employees in seven-day establishments shall be granted one-half day off-duty from 2 p.m. each week.

(c) No employer shall cause or permit a full-time employee to work so that the said employee has not at least ten consecutive hours for rest in any period of twenty-four hours calculated from the commencement of any working period.

(5) *Overtime.*—All hours worked in excess of the ordinary hours prescribed in sub-clauses (1) and (2) shall be deemed to be overtime.

(6) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than ten hours in any week.

(7) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and a third time his ordinary rate of remuneration.

(8) *Spreadover.*—All hours of work and meal breaks shall be completed within a spreadover of fourteen hours.

(9) *Savings.*—The provisions of this clause shall not apply to a manager or manageress, or to an employee who is in receipt of remuneration at the rate of £540 basic wage or more per annum and sub-clauses (4) and (8) shall not apply to a night porter, porter, night watchman or casual employee.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall in respect of each completed year of employment grant—

(a) to an employee (other than a grade II employee) employed in a seven-day establishment three consecutive weeks leave;

(b) to an employee (other than a grade II employee and a barman) employed in a six-day establishment, three consecutive weeks leave;

(c) to a barman in a six-day establishment, two consecutive weeks leave for the first twelve months' service and three consecutive weeks leave thereafter;

(d) to a grade II employee, two consecutive weeks leave;

on full pay at the rate of wage which the employee was receiving immediately before the date of leave becoming due;

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—

(i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;

(iii) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, 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 at the rate of wage which the employee was receiving immediately before the date of leave becoming due;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

6. WERKURE, GEWONE EN OORTYDURE EN BESOLDIGING VIR OORTYDWERK.

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is weekliks hoogstens die volgende:—

	In 'n inrigting waarin sewe dae gewerk word.	In 'n inrigting waarin ses dae gewerk word.
Graad II-werknemers.....	63	58
Kantienman.....	56	52
Alle ander werknemers.....	58	54

(2) *Los werknemer.*—Die gewone werkure van 'n los werknemer is hoogstens nege per dag.

(3) *Eetpouse.*—As 'n werknemer tydens die eature van 'n inrigting op diens is, moet sy werkgever hom gedurende daardie eetpouse of binne 'n halfuur voor of na die eetpouse 'n pouse van minstens dertig minute toestaan waarin die werkgever nie sy werknemer kan verplig of hom toelaat om te werk nie, en dit word beskou dat die eetpouse nie deel van die gewone werk- of oortydure is nie; met dien verstande dat die werktidperk tussen enige twee maaltye hoogstens ses agtereenvolgende ure kan wees; voorts met dien verstande dat werktye wat deur 'n tussenpoos van minder as dertig minute onderbreek word, beskou word as agtereenvolgend.

(4) *Weeklikse vryafyd.*—(a) In elke dienstydperk van veertien dae moet 'n werkgever aan elke werknemer (uitgesonderd 'n graad II-werknemer) werksaam in 'n inrigting waarin sewe dae gewerk word, een vryafyd van een dag in die eerste week en een vryafyd van 2 nm. af tot middernag in die tweede week toestaan; met dien verstande dat kantienmanne wat in inrigtings in diens is waarin sowel ses as sewe dae gewerk word, minstens bo en behalwe 'n vryafyd van een aand per week van nie later as 7 nm. nie toegestaan moet word.

(b) Graad II-werknemers, in sewedaagse inrigtings moet elke week een vryafyd van 'n halfdag van 2 nm. af toegestaan word.

(c) Geen werkgever mag 'n voltydse werknemer verplig of toelaat om so te werk dat hy nie minstens tien agtereenvolgende ure rus in 'n tydperk van 24 uur geniet nie, bereken van die aanvang van 'n werktidperk af.

(5) *Oortyd.*—Alle ure waarin werk bo die gewone werkure ver- rig word wat in subklousules (1) en (2) voorgeskryf word, word as oortyd beskou.

(6) *Beperking van oortyd.*—'n Werkgever mag nie sy werknemer verplig of toelaat om meer as tien uur oortyd per week te werk nie.

(7) *Besoldiging vir oortyd.*—'n Werkgever moet sy werknemer ten opsigte van alle oortyd wat deur hom gewerk word, besoldig teen 'n skaal van 1½ maal sy gewone skaal van besoldiging.

(8) *Werkdag.*—Alle werkure en eetpouse moet binne 'n werk- dag van 14 uur voltooi wees.

(9) *Voorbehoud.*—Die bepalinge van hierdie klousule is nie van toepassing op 'n bestuurder of bestuurderes of 'n werknemer wat jaarliks 'n besoldiging van £540 of meer ontvang nie, en sub- klousules (4) en (8) is nie op 'n nagportier, portier, nagwag of los werknemer van toepassing nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werk- gever ten opsigte van elke volle jaar diens by hom die volgende toestaan:—

(a) Drie agtereenvolgende weke verlof aan 'n werknemer (uit- gesonderd 'n graad II-werknemer) wat werksaam is in 'n sewedaagse inrigting;

(b) drie agtereenvolgende weke verlof aan 'n werknemer (uit- gesonderd 'n graad II-werknemer en 'n kantienman) wat werksaam is in 'n sesdaagse inrigting;

(c) twee agtereenvolgende weke verlof vir die eerste twaalf maande diens en drie agtereenvolgende weke verlof daarna aan 'n kantienman wat werksaam is in 'n sesdaagse inrig- ting;

(d) twee agtereenvolgende weke verlof aan 'n graad II-werk- nemer;

met volle besoldiging.

(2) Die verlof wat in subklousule (1) genoem word, moet toe- gestaan word op 'n tydsked wat deur die werkgever bepaal word; met dien verstande dat—

(i) as die verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrek- king het, toegestaan moet word;

(ii) die tydperk van die verlof nie mag saamval met siekte- verlof wat ingevolge die bepalinge van klousule 8 toege- staan is nie, of met 'n tydperk wanneer die werknemer verplig is om opleiding kragtens die Zuid Afrika Verde- digings Wet, 1912, te ondergaan;

(iii) as Nuwejaarsdag, Goeie-Vrydag, Hemelvaartsdag, Geloofte- dag of Kersdag binne die tydperk van die verlof val, nog 'n dag ter vervanging van elke sodanige dag aan genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging;

(iv) 'n werkgever enige dag geleentheidsverlof wat gedurende die diensjaar waarop die jaarlikse verlof betrekking het, op die skriftelike versoek van die werknemer met volle besoldiging aan hom toegestaan is, van sodanige tydperk van verlof kan aftrek.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than on the last work day before the date of the commencement of such leave.

(4) An employee who has been in employment with the same employer for a period of not less than four consecutive months and whose contract of employment terminates in the first or any subsequent year of employment with such employer before the period of leave referred to in sub-clause (1) has accrued and after the lapse of the said period of four months shall, save as provided in the fourth proviso to sub-clause (2) upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than—

(a) in the case of a grade II employee and a barman who in terms of clause 7 (1) (c) is entitled to two weeks' annual leave, one-sixth;

(b) in the case of any other employee, one-fourth;

of the weekly wage he was receiving immediately before the date of such termination, or if paid monthly, of the monthly wage, divided by four and one-third.

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

(6) In the event of an employer disposing of his business, that employer shall pay to each employee with more than one month's service, in respect of each completed month of service not less than—

(a) in the case of a grade II employee and a barman who in terms of clause 7 (1) (c) is entitled to two weeks' annual leave, one-sixth;

(b) in the case of any other employee, one-fourth;

of the weekly wage he was receiving immediately before the date of such disposal of the business or if paid monthly, of the monthly wage, divided by four and one-third.

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

(a) absent on leave in terms of sub-clause (1);

(b) required to undergo training under the South Africa Defence Act, 1912;

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

(d) absent on sick leave in terms of clause 8;

amounting in the aggregate to not more than ten weeks in any year, and shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of determination No. 148 from the date on which such employee became entitled to such leave under such Determination;

(ii) in the case of any other employee who was in employment before the date of commencement of this Agreement and to whom Determination No. 148 applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later;

provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

(8) *Savings.*—The provisions of this clause shall not apply to a part-time employee.

8. SICK LEAVE.

(1) An employer shall grant to his employee who has completed four months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

(a) in the case of an employee who works in a seven-day establishment, fourteen work days; and

(b) in the case of an employee who works in a six-day establishment, twelve work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed, as a condition precedent to the payment by him of any amount in respect of such absence; provided further that where in any establishment, there exists or may be established by virtue of an agreement between an employer and

(3) *Verlofbesoldiging.*—Die besoldiging vir die jaarlikse verlof genoem in subklousule (1), mag nie later as die laaste werkdag voor die datum van die aanvang van die verlof betaal word nie.

(4) 'n Werknemer wat minstens vier agtereenvolgende maande by dieselfde werkgever in diens was en wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by daardie werkgever eindig, voordat die tydperk van verlof genoem in subklousule (1), verskuldig geword het en ná die verstryking van genoemde tydperk van vier maande, moet, behoudens soos bepaal in die vierde voorbehoudsbepaling van subklousule (2), by die beëindiging in plaas van verlof en ten opsigte van elke volle maand diens van daardie tydperk van minder as een jaar, soos volg besoldig word:—

(a) In die geval van 'n graad II-werknemer en 'n kantienman wat kragtens klousule 7 (1) (c) op twee weke jaarlikse verlof geregtig is, een-sesde;

(b) in die geval van alle ander werknemers, een-vierde;

van die weekloon wat hy onmiddellik voor die datum van beëindiging ontvang het, of as hy maandeliks besoldig word, die maandloon gedeel deur vier en een-derde.

(5) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof kragtens subklousule (1) en wie se dienskontrak eindig voordat daardie verlof toegestaan is, moet by die beëindiging ten opsigte van verlof die bedrae betaal word wat in subklousules (1) en (4) genoem word.

(6) Ingeval 'n werkgever sy besigheid van die hand sit, moet daardie werkgever aan elke werknemer met meer as een maand diens ten opsigte van elke voltooide maand diens minstens die volgende betaal:—

(a) In die geval van 'n graad II-werknemer en 'n kantienman wat kragtens klousule 7 (1) (c) op twee weke jaarlikse verlof geregtig is, een-sesde;

(b) in die geval van enige ander werknemer, een-vierde;

van die weekloon wat hy ontvang het onmiddellik voor die datum waarop sodanige besigheid van die hand gesit is, of indien hy maandeliks betaal word, van die maandloon, gedeel deur vier en een-derde.—

(7) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens" enige tydperk of tydperke omvat wanneer 'n werknemer—

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

(b) opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;

(c) op las of op versoek van sy werkgever van sy werk afwesig is;

(d) met siekteverlof kragtens klousule 8 afwesig is;

wat altesame hoogstens tien weke in 'n jaar bedra, en beskou word dat dit—

(i) op die datum begin waarop die werknemer kragtens Vastelling No. 148 op verlof geregtig geword het in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms ingevolge daardie Vastelling op verlof geregtig geword het;

(ii) op die datum begin waarop die diens begin het in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms in werking tree en op wie Vastelling No. 148 van toepassing was, maar wat nog nie kragtens die bepalings daarvan op verlof geregtig geword het nie;

(iii) in die geval van enige ander werknemer op die datum begin waarop die werknemer by sy werkgever in diens getree het, of na gelang van die jongste datum, op die datum waarop hierdie Ooreenkoms in werking tree;

met dien verstande dat as 'n werknemer se tydperk van opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, in enige jaar korter as dertig dae is, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleidingstydperk korter as dertig dae is.

(8) *Voorbehoud.*—Die bepalings van hierdie klousule is nie van toepassing op 'n deeltydse werknemer nie.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat vier maande diens by hom voltooi het en van sy werk afwesig is weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, die volgende siekteverlof toestaan:—

(a) In die geval van 'n werknemer wat in diens is in 'n inrigting waarin sewe dae gewerk word, altesame veertien werkdag; en

(b) in die geval van 'n werknemer wat in diens is in 'n inrigting waarin ses dae gewerk word;

altesame twaalf werkdag gedurende 'n diensjaar by hom, en moet hom ten opsigte van die tydperk van afwesigheid ingevolge hierdie bepalings minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het; met dien verstande dat 'n werkgever kan vereis dat 'n sertifikaat wat deur 'n geregiereerde geneesheer onderteken is en die aard en duur van die werknemer se siekte aantoon ten opsigte van elke tydperk van afwesigheid waarvoor aanspraak op betaling gemaak word, voorgelê word as 'n vooropgestelde voorwaarde dat hy 'n bedrag ten opsigte van die afwesigheid moet betaal; voorts met dien verstande dat as daar ingevolge 'n Ooreenkoms tussen 'n werkgever en sommige of al sy werknemers, of tussen 'n werkgever

some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of the employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee and out of which fund such employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees.

(2) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 7 (6).

9. PUBLIC HOLIDAYS.

(1) An employee, other than a casual employee and a part-time employee, shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays.*—Whenever an employee, other than a casual employee and a part-time employee, works on New Year's Day, Good Friday, Ascension Day or Christmas Day and the Day of the Covenant, his employer shall pay to him in respect of the whole of any such day remuneration at a rate of not less than one and one-half times his ordinary rate of remuneration.

10. PROPORTION OR RATIO.

(1) *Male Clerical Employees.*—An employee shall not employ an unqualified male clerical employee unless he has in his employ a qualified male clerical employee and for each qualified male clerical employee employed not more than one unqualified male clerical employee may be employed by him.

(2) *Female Clerical Employee.*—An employer shall not employ an unqualified female clerical employee unless he has in his employ a qualified male or female clerical employee and for each qualified female clerical employee employed not more than one unqualified female clerical employee may be employed by him.

(3) *Barman.*—An employer shall not employ an unqualified barman unless he has in his employ one qualified barman and for each qualified barman employed not more than one unqualified barman may be employed.

(4) *Cook.*—An employer shall not employ an unqualified cook and/or cook's assistant unless he has in his employ one qualified cook.

(5) *Porter.*—An employer shall not employ an unqualified porter unless he has in his employ one qualified porter and for each two qualified porters employed not more than one unqualified porter may be employed.

(6) *Waiter and/or Waitress.*—An employer shall not employ an unqualified waiter unless he has in his employ one qualified waiter nor an unqualified waitress unless he has in his employ one qualified waitress and for each two qualified waiters employed not more than one unqualified waiter may be employed and for each two qualified waitresses employed not more than one unqualified waitress may be employed.

(7) For the purposes of this clause—

(a) any unqualified male clerical employee, female clerical employee, barman, cook, porter, waiter or waitress receiving not less than the wage prescribed in clause 4 (1) for a qualified male clerical employee, female clerical employee, barman, cook, porter, waiter or waitress, respectively, may be reckoned as a qualified male clerical employee, female clerical employee, barman, cook, porter, waiter or waitress as the case may be;

(b) an employer, who is wholly or substantially engaged in performing the work of a clerical employee barman or cook in his own establishment, may be reckoned as a qualified clerical employee, barman or cook, as the case may be;

(c) where an employer carries on business in more than one establishment, or where in any establishment there is more than one bar, each such establishment or bar shall be deemed to be a separate establishment or bar and such employer shall not be reckoned as a qualified clerical employee, barman or cook for more than one such establishment or bar.

11. UNIFORMS OR WHITE COATS.

An employer who requires his employee, other than a casual employee, to wear a uniform, apron or white coat shall supply such uniform, apron or white coat free of charge and shall at his own expense clean or launder it and maintain it in a fit and proper state of repair, but such garment or article shall remain the property of the employer; provided that an employer shall not be required to supply a dress-suit to any waiter who receives a wage which exceeds that prescribed for him in clause 4 by not less than £2 per week or £8. 13s. 4d. per month.

12. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF SIXTEEN YEARS.

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

en 'n geregistreerde vakvereniging 'n siektebystand- of voorsorgfonds in 'n inrigting bestaan of gestig kan word waartoe die werkgever ten opsigte van elkeen van sy werknemers wat daarby baat, 'n bedrag bydra van minstens die bedrag wat deur elk van die werknemers betaal word of betaalbaar is, en die werknemer geregtig is om in die geval van afwesigheid of afwesighede van werk weens siekte of 'n ongeval (uitgesonderd 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is), altesame in 'n jaar minstens 'n bedrag uit die fonds te ontvang wat gelyk is aan sy volle loon vir twee weke ten opsigte van sodanige afwesigheid of afwesighede onder omstandighede wat vir die werknemer wesenlik nie minder gunstig as hierdie bepaling is nie, die bepalings van hierdie klousule nie van toepassing is nie.

(2) Vir die toepassing van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 7 (6).

9. OPENBARE VAKANSIEDAE.

(1) 'n Werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, is geregtig op verlof met volle besoldiging wat toegestaan moet word op Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Geloftedag en Kersdag; met dien verstande dat 'n werknemer verplig kan word om op daardie dae te werk.

(2) *Besoldiging vir werk op openbare vakansiedae.*—As 'n werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, op Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag of Kersdag en Geloftedag werk, moet sy werkgever hom ten opsigte van die hele dag besoldig teen 'n skaal van minstens anderhalfmaal sy gewone skaal van besoldiging.

10. GETALLEVERHOUDING.

(1) *Manlike klerklike werknemer.*—'n Werkgever mag nie 'n ongekwalifiseerde manlike klerklike werknemer in diens neem nie tensy hy 'n gekwalifiseerde manlike klerklike werknemer in diens het, en vir elke gekwalifiseerde manlike klerklike werknemer in sy diens mag hy nie meer as een ongekwalifiseerde manlike klerklike werknemer in diens neem nie.

(2) *Vroulike klerklike werknemer.*—'n Werkgever mag nie 'n ongekwalifiseerde vroulike klerklike werknemer in diens neem nie tensy hy 'n gekwalifiseerde manlike of vroulike klerklike werknemer in diens het, en vir elke gekwalifiseerde vroulike klerklike werknemer in sy diens mag hy nie meer as een ongekwalifiseerde vroulike klerklike werknemer in diens neem nie.

(3) *Kantienman.*—'n Werkgever mag nie 'n ongekwalifiseerde kantienman in diens neem nie tensy hy een gekwalifiseerde kantienman in diens het en vir elke gekwalifiseerde kantienman in sy diens mag hy nie meer as een ongekwalifiseerde kantienman in diens neem nie.

(4) *Kok.*—'n Werkgever mag nie 'n ongekwalifiseerde kok en/of assistent-kok in diens neem nie tensy hy een gekwalifiseerde kok in diens het.

(5) *Portier.*—'n Werkgever mag nie 'n ongekwalifiseerde portier in diens neem nie tensy hy een gekwalifiseerde portier in diens het, en vir elke twee gekwalifiseerde portiers in sy diens mag hy nie meer as een ongekwalifiseerde portier in diens neem nie.

(6) *Kelner en/of kelnerin.*—'n Werkgever mag nie 'n ongekwalifiseerde kelner in diens neem nie tensy hy 'n gekwalifiseerde kelner in diens het, of 'n ongekwalifiseerde kelnerin tensy hy een gekwalifiseerde kelnerin in diens het, en vir elke twee gekwalifiseerde kelners in sy diens mag hy nie meer as een ongekwalifiseerde kelner in diens neem nie en vir elke twee gekwalifiseerde kelnerinne in sy diens mag hy nie meer as een ongekwalifiseerde kelnerin in diens hê nie.

(7) Vir die toepassing van hierdie klousule—

(a) kan 'n ongekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kantienman, kok, portier, kelner of kelnerin wat 'n loon ontvang van minstens die loon wat in klousule 4 (1) onderskeidelik vir 'n gekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kantienman, kok, portier, kelner of kelnerin voorgeskryf word, na gelang van die geval as 'n gekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kantienman, kok, portier, kelner of kelnerin beskou word;

(b) 'n werkgever wat in sy eie inrigting uitsluitlik of hoofsaaklik die werk van 'n klerklike werknemer, kantienman of kok verrig, kan na gelang van die geval, as 'n gekwalifiseerde klerklike werknemer, kantienman of kok beskou word;

(c) as 'n werkgever in meer as een inrigting besigheid dryf of as daar meer as een kantien in 'n inrigting is, moet elke inrigting of kantien as 'n afsonderlike inrigting of kantien beskou word en die werkgever kan nie vir meer as een inrigting of kantien as 'n gekwalifiseerde klerklike werknemer, kantienman of kok beskou word nie.

11. UNIFORMS OF WIT BAADJIES.

'n Werkgever wat sy werknemer, uitgesonderd 'n los werknemer, verplig om 'n uniform, voorskoot of wit baadjie te dra, moet so 'n uniform, voorskoot of wit baadjie kosteloos verskaf en dit vir sy eie rekening laat skoonmaak of was en stryk, en dit in 'n fatsoenlike en goeie toestand hou, maar so 'n kledingstuk of artikel bly die eiendom van die werkgever; met dien verstande dat 'n werkgever nie verplig kan word om 'n kelner wat in ontvangs is van 'n loon wat die loon in klousule 4 vir hom voorgeskryf, met minstens £2 per week of £8. 13s. 4d. per maand oorskry, van 'n aandpak te voorsien nie.

12. VERBOD OP INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN SESTIEN JAAR.

'n Werkgever mag geen persoon wat onder die ouderdom van sesien jaar is, in diens neem nie.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) The notice of termination of employment to be given by an employer, or his employee, other than a casual employee, shall be not less than—

- (a) in the case of a barman, waiter or wine steward—
 - (i) 48 hours during the first six months' employment;
 - (ii) 72 hours after six months' employment;
- (b) in the case of a grade II employee—
 - (i) 24 hours during the first month of employment;
 - (ii) 48 hours during the second and up to six months' employment;
 - (iii) 72 hours after six months' employment;
- (c) in the case of all other employees—
 - (i) 24 hours during the first month's employment;
 - (ii) 7 days notice after one month's employment;
 or an employer may terminate the contract of employment without notice by paying the employee an amount not less than—
- (d) in the case of a barman, waiter or wine steward—
 - (i) in respect of 48 hours' notice two days' pay;
 - (ii) in respect of 72 hours' notice three days' pay;
- (e) in the case of grade II employees—
 - (i) in respect of 24 hours' notice one day's pay;
 - (ii) in respect of 48 hours' notice two days' pay;
 - (iii) in respect of seventy-two hours' notice three days' pay;
- (f) in the case of all other employees—
 - (i) in respect of 24 hours' notice one day's pay;
 - (ii) in respect of one week's notice the weekly wage the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- (i) the right of an employer, or an employee, to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by an employee.

(2) The notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or on sick leave in terms of clause 8.

(3) When an agreement is entered into in terms of the second proviso to sub-clause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

14. RECORDS OF SERVICE.

(1) The Council, on the application of an employee, shall issue to him a Record of Service Card, hereinafter referred to as a Service Card, in a form to be prescribed by the Council.

(2) The Council may, after enquiry, cause to be entered on the service cards particulars of employees' services in the liquor and catering trade.

(3) Upon termination of an agreement the employer shall record on the employee's service card the employer's name and address, the capacity in which the employee was employed, the dates of commencement and termination of his employment and the rate of remuneration at the date of such termination.

(4) No employer shall engage an employee, other than a grade II or a casual employee, unless such employee is in possession of a service card issued by the Council.

(5) An employer shall, at the end of each month, notify the Secretary of the Council in the form of Annexure A, of particulars of employees engaged and discharged during the month.

15. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of the Agreement for any good and sufficient reason.

(2) The Council shall fix in respect of any person granted exemption the conditions subject to which such exemption is granted and the period during which such 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 of the Council shall issue to every person granted exemption a licence of exemption signed by the Chairman and/or the Secretary setting out—

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which such exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences of exemption issued;

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) Die kennisgewing van diensbeëindiging wat deur 'n werkgever of sy werknemer, uitgesonderd 'n los werknemer, gegee moet word, is minstens die volgende:—

- (a) In die geval van 'n kantienman, kelner of wynkelner—
 - (i) 48 uur gedurende die eerste ses maande diens;
 - (ii) 72 uur na ses maande diens;
- (b) in die geval van 'n graad II-werknemer—
 - (i) 24 uur gedurende die eerste maand diens;
 - (ii) 48 uur gedurende die tweede en tot ses maande diens;
 - (iii) 72 uur na ses maande diens;
- (c) in die geval van alle ander werknemers—
 - (i) 24 uur gedurende die eerste maand diens;
 - (ii) 7 dae kennisgewing na een maand diens;
 of 'n werkgever kan die dienskontrak sonder kennisgewing beëindig deur 'n werknemer minstens die volgende bedrag te betaal:—
- (d) in die geval van 'n kantienman, kelner of wynkelner—
 - (i) ten opsigte van 48 uur kennisgewing, twee dae se besoldiging;
 - (ii) ten opsigte van 72 uur kennisgewing, drie dae se besoldiging;
- (e) in die geval van graad II-werknemers—
 - (i) ten opsigte van 24 uur kennisgewing, een dag se besoldiging;
 - (ii) ten opsigte van 48 uur kennisgewing, twee dae se besoldiging;
 - (iii) ten opsigte van 72 uur kennisgewing, drie dae se besoldiging;
- (f) in die geval van alle ander werknemers—
 - (i) ten opsigte van 24 uur kennisgewing, een dag se besoldiging;
 - (ii) ten opsigte van een week kennisgewing, die weekloon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het; met dien verstande dat dit nie inbreuk maak nie op—
 - (i) 'n werkgever of 'n werknemer se reg om die dienskontrak sonder kennisgewing te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
 - (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir albei partye en vir langer as een week;
 - (iii) die toepassing van verbeurings of boetes wat wetlik toegepas kan word wanneer 'n werknemer wegloop.

(2) Die kennisgewing in subklousule (1) genoem, tree in werking op die dag waarop dit gegee word; met dien verstande dat die tydperk van kennisgewing nie mag saamval met of kennis gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 7 of met siekteverlof kragtens klousule 8 nie.

(3) As 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan is, moet die besoldiging in plaas van kennisgewing proporsioneel wees met die tydperk van kennisgewing soos ooreengekom is.

14. REGISTERS VAN DIENSTE.

(1) Op aansoek van 'n werknemer moet die Raad 'n diensverlag kaart uitreik, hieronder 'n dienskaart genoem, in 'n vorm wat die Raad moet voorskryf.

(2) Na ondersoek kan die Raad op die dienskaarte besonderhede i.v.m. die werknemers se dienste in die drank- en verversingsbedryf laat invul.

(3) By beëindiging van 'n ooreenkoms moet die werkgever op die werknemer se dienskaart die naam en adres, die hoedanigheid waarin die werknemer werksaam was, die aanvangsdatum en datum van diensbeëindiging, asook die loonskaal by sodanige diensbeëindiging daarop aanbring.

(4) Geen werkgever mag 'n werknemer, uitgesonderd 'n graad II-werknemer, of 'n los werknemer, in diens neem nie tensy so 'n werknemer in besit is van 'n dienskaart wat deur die Raad uitgereik word.

(5) Aan die einde van elke maand moet 'n werkgever die Sekretaris van die Raad, in die vorm van Aanhangsel A, besonderhede verskaf met betrekking tot werknemers wat gedurende die maand in diens geneem of ontslaan is.

15. VRYSTELLINGS.

(1) Die Raad kan om gegronde en voldoende redes vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen is, die voorwaardes vasstel waarop vrystelling toegestaan word en die tydperk waarin dit geldig is; met dien verstande dat die Raad, indien hy dit nodig ag, enige vrystellingslisensie kan intrek nadat een week kennisgewing skriftelik aan die betrokke persoon, gegee is, hetsy die tydperk waarvoor vrystelling verleen is, verloop het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is 'n vrystellingslisensie uitreik wat deur die Voorsitter en/of die Sekretaris onderteken is en onderstaande aantoon:—

- (a) Naam van betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;
 - (c) die voorwaardes waarop vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle uitgereikte lisensies in volgorde nommer;

- (b) retain a copy of each licence of exemption issued and forward a copy to the Divisional Inspector of Labour, Johannesburg; and
- (c) where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

16. EXPENSES OF THE COUNCIL.

The expenses of the Council shall be met in the following manner:—

- (a) Every employer shall deduct one shilling per month from the wages of each employee governed by this Agreement, other than casual employees. To this amount the employer shall add an equal amount and forward the total sum together with particulars of his employees in the form of Annexure B, to the Secretary of the Council, not later than the seventh day of each month, at the office of the Industrial Council, Shakespeare House, 116 Commissioner Street (or P.O. Box 2068), Johannesburg.
- (b) Every casual employee, except grade II casual employees, shall obtain from the Council a casual contribution card and shall pay the Council the sum of one shilling for each month in which the said employee undertakes casual employment. Such payment shall be denoted on the casual contribution card by the affixing thereto of an adhesive stamp obtainable from the Council, which shall be duly cancelled and dated by the person issuing same.
- (c) No person other than a person currently employed in another establishment shall be employed as a casual employee unless in possession of a casual contribution card stamped for the current month. The issue of casual contribution cards shall be at the discretion of the Council.

17. AGENTS.

The Council shall appoint one or more specified persons as Agents to assist in giving effect to the terms of this Agreement. An Agent may enter any establishment and may question any employer or employee, and inspect the record of wages paid, time worked and payments made for overtime and it shall be the duty of every employer and employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for the purpose of ascertaining whether the terms of this Agreement are being observed.

18. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

19. UNION MEMBERSHIP.

Preferential treatment in the matter of employment shall be given to members of the trade union, and officials of the trade union shall be given every reasonable facility by employers to organise employees.

20. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from the wages of members of the trade union in his employ, current subscriptions and contributions under the death benefit scheme in terms of the trade union constitution. The trade union shall at the end of each month render to every employer a statement showing the amount to be deducted in respect of that month in terms of this clause. The employer shall forward the amounts deducted to the Secretary of the Trade Union at 19/20 Trades Hall, Kerk Street, Johannesburg, not later than the seventh day of the following month.

21. 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.

22. 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 law.

23. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed a copy of this Agreement in both official languages in some conspicuous place upon his premises in a position accessible to all his employees.

24. 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 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.

Signed at Johannesburg on behalf of the parties on this 23rd day of September, 1954.

J. A. CELLAIRS,
Chairman of the Council.
H. D. MCKAY,
Vice-Chairman of the Council.
G. SEAGERS,
Secretary.

WITNESSES THERETO:—

1. S. B. WILSON.
2. R. WORTLEY.

- (b) 'n kopie van elke uitgereikte lisensie bewaar en 'n kopie aan die Afdelingsinspekteur van Arbeid, Johannesburg, stuur; en
- (c) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die lisensie aan die betrokke werkgever stuur.

16. UITGAWES VAN DIE RAAD.

Die uitgawes van die Raad moet op die volgende wyse gedek word:—

- (a) Elke werkgever moet een sjieling per maand van die loon van elke werknemer aftrek wat deur hierdie Ooreenkoms beheer word, uitgesonderd los werknemers. By hierdie bedrag moet die werkgever 'n gelyke bedrag voeg en die totaal, tesame met besonderhede omtrent sy werknemers in die vorm van Aanhangsel B, voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Kantoor van die Nywerheidsraad, Shakespeare-gebou, Commissionerstraat 116 (of Posbus 2068), Johannesburg, stuur;
- (b) elke los werknemer, uitgesonderd los werknemers graad II, moet van die Raad 'n tydelike bydraekaart verkry en die Raad 'n bedrag van een sjieling per maand betaal vir die tydperk waarin genoemde werknemer tydelik diens aanvaar. Sodanige besoldiging moet op die tydelike bydraekaart aangebring word met behulp van 'n plakseël wat van die Raad verkrygbaar is en behoorlik deur die persoon wat die uitreik, geroeër en gedateer moet word;
- (c) geen persoon, uitgesonderd iemand wat gewoonlik in 'n ander inrigting werksaam is, mag as 'n los werknemer in diens geneem word nie tensy hy in besit is van 'n tydelike bydraekaart wat vir daardie maand gestempel is. Die uitreiking van tydelike bydraekaarte geskied na die goeëdunke van die Raad.

17. AGENTE.

Die Raad moet een of meer aangewese persone benoem om as agent by die toepassing van hierdie Ooreenkoms behulpsaam te wees. 'n Agent kan 'n inrigting betree en werkgevers of werknemers ondervra en die loonregisters, tyd waarin werk verrig is en besoldiging vir oortydwerk ondersoek, en dit is gebiedend dat elke werkgever en werknemer sodanige agente moet toelaat om hierdie ondersoeke in te stel en sodanige boeke en/of dokumente na te gaan en persone te ondervra, indien nodig, met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

18. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Elke werkgever moet aan elkeen van sy werknemers wat 'n verteenwoordiger in die Raad is alle moontlike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

19. VAKVERENIGINGSLIDMAATSKAP.

Lede van vakverenigings moet by indiensneming voorkeur geniet en die werkgevers moet alle moontlike fasiliteite aan beaamptes van die vakvereniging verleen om werknemers te organiseer.

20. LEDEGELD AAN VAKVERENIGING.

Eike werkgever moet van die lone van lede van die vakvereniging in sy diens lopende ledegelde en bydraes kragtens die sterftebystandfonds ingevolge die bepalings van die vakvereniging se konstitusie aftrek. Die vakvereniging moet aan die end van elke maand aan elke werknemer 'n staat uitreik waarin die bedrag voorkom wat ten opsigte van daardie maand kragtens die bepalings van hierdie klousule afgetrek moet word. Die werkgever moet hierdie bedrae wat afgetrek is voor of op die sewende dag van die volgende maand aan die Sekretaris van die Vakvereniging, Trades Hall 19/20, Kerkstraat, Johannesburg, stuur.

21. BESTAANDE KONTRAKTE.

'n Dienskontrak wat in werking is op die aanvangsdatum van hierdie Ooreenkoms is onderworpe aan die bepalings van hierdie Ooreenkoms.

22. ALGEMEEN.

Niks wat in hierdie Ooreenkoms vervat is, word beskou dat dit magtiging kan verleen vir die indiensneming van 'n persoon wie se indiensneming volgens wet verbied word, of die indiensneming van 'n individu op 'n tydstop of tydstoppe wanneer dit wetlik nie mag geskied nie.

23. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n afskrif van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek in sy besigheid wat vir al sy werknemers toeganklik is, aanplak en aangeplak hou.

24. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan as rigsgoer vir werkgevers en werknemers menings uitspreek wat nie met die bepalings daarvan strydig is nie.

(2) Enige geskille wat in verband met die vertolking van 'n bepaling van hierdie Ooreenkoms kan ontstaan, moet na die Raad verwys word.

Namens die partye op hede die 23ste dag van September 1954 in Johannesburg onderteken.

J. A. CELLAIRS,
Voorsitter van die Raad.
H. D. MCKAY,
Ondervoorster van die Raad.
G. SEAGERS,
Sekretaris.

GETUIES TEENWOORDIG:

1. S. B. WILSON,
2. R. WORTLEY.