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

GOVERNMENT NOTICES.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2283.] [5 November 1954.

INDUSTRIAL COUNCIL ACT, 1937.

LIQUOR AND CATERING TRADE, PIETERMARITZBURG.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 21 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the Magisterial District of Pietermaritzburg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Pietermaritzburg and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 3 to 14 (inclusive) and 16 to 21 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2283.] [5 November 1954.

NYWERHEID-VERSOENINGSWET, 1937.

DRANK- EN VERVERSINGSBEDRYF, PIETERMARITZBURG.

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 die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrik van Pietermaritzburg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 14 en 16 tot en met 21 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die magistraatsdistrik Pietermaritzburg *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, PIETERMARITZBURG MAGISTERIAL AREA.

AGREEMENT

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

The Hotel Association of Pietermaritzburg
(Incorporating the Northern Districts of Natal)

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

The Natal Liquor and Catering Trades Employees' Union
(hereinafter referred to as "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Liquor and Catering Trade, Pietermaritzburg Magisterial Area.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of the Agreement shall be observed in the Magisterial Area of Pietermaritzburg by all employers and employees engaged or employed in the Liquor and Catering Trade who are members of the employers' organization or the trade union.

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1937;

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

"class A barman" means a barman employed to serve Europeans in an establishment other than a wine and malt establishment and who has had not less than three years' experience as such;

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

"class B barman" means a barman irrespective of his experience who is employed to serve non-Europeans in an establishment other than a wine and malt establishment;

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

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

"class D barman" means a barman irrespective of his experience employed to serve non-Europeans in a wine and malt establishment;

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

"cook" means an employee engaged in any operation in the preparation or cooking of food, excluding the work of a curry cook and the operations falling under paragraphs (f), (i) and (k) of the definition of a grade II employee;

"chief cook" means a cook who has had not less than five years' experience, who directs and supervises the work of employees in the kitchen of an establishment, and who is employed in an establishment in which not less than three qualified cooks are employed;

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

"club" means an establishment in respect of which there is held a club liquor licence under the Liquor Act, 1928;

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

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

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

"day" means the period of twenty-four hours beginning and ending at midnight;

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

"experience" means the total period of employment an employee has had before or subsequently to the date of the commencement of this Agreement, in the occupation in which he is employed in the Liquor and Catering Trade;

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

BYLAE.

NYWERHEIDSRaad VIR DIE DRANK- EN VERVERSINGS-BEDRYF, MAGISTRAATSDISTRIK VAN PIETERMARITZBURG.

OOREENKOMS.

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

Hotel Association of Pietermaritzburg

(wat die noordelike distrikte van Natal inkorporeer)

(hier onder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant; en die

Natal Liquor & Catering Trades Employees' Union
(hier onder die werknemers of die vakvereniging genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf, magistraatsdistrik van Pietermaritzburg.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van die Ooreenkoms moet nagekom word in die magistraatsdistrik Pietermaritzburg deur alle werkgewers en werknemers, werksaam in of in diens by die drank- en verversingsbedryf, wat lede van die werkgewersorganisasie of die vakvereniging is.

2. GELDIGHEIDSDUUR.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet omskryf is, het dieselfde betekenis as in daardie Wet, en tensy 'n ander bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; en elke verwysing na 'n wet omvat ook elke wysiging van sodanige wet; voorts tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„kantienman”, 'n werknemer, uitgesonderd 'n kelner, wat drank oor of vanaf die toonbank in 'n inrigting verkoop;

„kantienman, klas A,” 'n kantienman wat blankes in 'n inrigting, uitgesonderd in 'n wyn- en bierinrigting, bedien en met minstens drie jaar ondervinding as sodanig;

„leerling-kantienman, klas A,” 'n werknemer wat die werk van 'n kantienman, klas A, leer en met minder as drie jaar ondervinding;

„kantienman, klas B,” 'n kantienman, afgesien van sy ondervinding, wat nie-blankes in 'n inrigting, uitgesonderd in 'n wyn- en bierinrigting, bedien;

„kantienman, klas C,” 'n kantienman wat blankes in 'n wyn- en bierinrigting bedien en met minstens drie jaar ondervinding as sodanig;

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

„kantienman, klas D,” 'n kantienman, afgesien van sy ondervinding, wat nie-blankes in 'n wyn- en bierinrigting bedien;

„los werknemer”, 'n werknemer wat vir 'n tydperk van hoogstens een week op 'n slag in diens is;

„kok”, 'n werknemer wat enige werksaamheid by die bereiding of kook van voedsel, uitgesonderd die werk van 'n kerriekok en die werksaamhede wat onder paragrawe (f), (i) en (k) van die woordskrywing van 'n graad II-werknemer val, verrig;

„hoofkok”, 'n kok met minstens vyf jaar ondervinding wat aanwysings gee vir en toesig hou oor die werk van werknemers in die kombuis van 'n inrigting en wat in diens is in 'n inrigting waarin minstens drie gekwalifiseerde kokke in diens is;

„kok, gekwalifiseer,” 'n kok met minstens drie jaar ondervinding;

„klub”, 'n inrigting ten opsigte waarvan 'n klubdranklisensie ingevolge die Drankwet, 1928, gehou word;

„Raad”, die Nywerheidsraad vir die Drank- en Verversingsbedryf, magistraatsdistrik Pietermaritzburg, wat ingevolge artikel negentien van die Wet geregistreer is;

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

„kerriekelner”, 'n werknemer in diens om gaste aan 'n tafel, of elders in 'n kerriekamer of Indiëreetskamer te bedien;

„dag”, die tydperk van 24 uur wat om middernag begin en eindig;

„inrigting”, enige perseel waar die drank- en verversingsbedryf uitgeoefen word;

„ondervinding”, die totale tydperk van 'n werknemer se diens in die bedryf wat hy in die drank- en verversingsbedryf uitoefen, wat hy voor of na die datum van inwerkingtreding van hierdie Ooreenkoms gehad het;

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

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

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

- (a) Carrying foodstuffs (utensils or other articles);
- (b) cleaning premises, utensils, furniture, vehicles, animals, footwear, or other articles;
- (c) delivering letters, newspapers, messages or goods on foot or by means of a bicycle or manually propelled vehicle;
- (d) moving, stacking or unpacking goods;
- (e) making or maintaining fires and/or removing refuse or ashes;
- (f) plucking or cleaning poultry, cleaning fish, cleaning, peeling or cutting up vegetables, cooking porridge;
- (g) opening or closing boxes, bales or other packages;
- (h) guarding premises, goods or other articles;
- (i) attending to foodstuffs in the process of cooking under the supervision of a cook;
- (j) serving early morning tea, coffee, cocoa or similar beverages to guests;
- (k) cooking porridge, eggs and rations for natives;
- (l) assisting in the preparation, maintenance and cleaning of gardens.

For the purposes 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, coffee, cocoa, or similar beverages and hot water;

"guests" 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;

"handyman" means a male employee employed to do "odd jobs" to the premises, plant, equipment and appurtenances of an establishment;

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

"hourly wage" means—

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

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

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

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

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

- (a) a cook (other than a curry cook), less than three years;
 - (b) a waiter (other than a curry waiter), less than three years;
 - (c) an off-sales attendant, less than three years;
- "lift attendant" means an employee wholly or mainly engaged in operating a passenger lift;
- "Liquor and Catering Trade" means the trade carried on in connection with any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the following licences under the provisions of the Liquor Act, 1928, namely—
- (i) hotel liquor licence;
 - (ii) bar licence;
 - (iii) theatre or sports ground liquor licence;
 - (iv) temporary liquor licence;
 - (v) late hour occasional licence;
 - (vi) wine and malt liquor licence;

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

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

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

"page" means a male employee under the age of 20 years wholly or mainly engaged in running errands, receiving or delivering letters, messages or parcels and answering bells or telephone calls;

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

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

- (a) Eetware, gerei of ander artikels dra;
- (b) persele, gerei, meubels, voertuie, diere, skoeisel of ander artikels skoonmaak;
- (c) briewe, nuusblaaië, boodskappe of goedere te voet, of per fiets of handvoertuig, aflewer;
- (d) goedere verplaas, stapel of uitpak;
- (e) vuurmaak, of vure aan die brand hou en/of vuilgoed of as verwyder;
- (f) pluimvee pluk of skoonmaak; vis skoonmaak; groente skoonmaak, afskil of opsnij; pap kook;
- (g) kiste, bale, of ander pakkies oop- of toemaak;
- (h) persele, goedere of ander artikels bewaak;
- (i) onder toesig van 'n kok die kook van eetware versorg;
- (j) vroeëoggendtee, -koffie, -kakao of soortgelyke drankke aan gaste bedien;
- (k) pap, eiers en rantsoene vir Naturelle kook;
- (l) help met tuine voorberei, onderhou en skoonmaak; vir die toepassing van hierdie woordskrywing omvat die uitdrukking „eetware, gerei of ander artikels dra” nie maaltye of verversings, uitgesonderd vroeëoggendtee, -koffie, -kakao of soortgelyke drankke en warm water, na gaste dra nie;

"gaste", enige persoon wat vas of tydelik in 'n inrigting woon en omvat 'n besoeker of klant, maar nie die werkgewer of 'n lid van sy gesin of 'n persoon wat in die inrigting werksaam is nie;

"handlanger", 'n manlike werknemer wat „los werkies” aan die persele, installasie, uitrusting en toebehore van 'n inrigting verrig;

"hoofkelder", 'n werknemer wat uitsluitlik of hoofsaaklik in diens is om klante se sitplekke aan te wys en algemene toesig oor die bediening van klante te hou; en iemand wat in beheer is oor 'n ondergeskikte kelder personeel;

"uurloon"—

- (a) in inrigtings, uitgesonderd wyn- en bierinrigtings, in die geval van kantienmanne die weekloon gedeel deur 54, en in die geval van ander werknemers, uitgesonderd buiteverkoopbediendes, die weekloon gedeel deur 59;
- (b) in wyn- en bierinrigtings, in die geval van kantienmanne en ander werknemers, uitgesonderd graad II-werknemers en buiteverkoopbediendes, die weekloon gedeel deur 54 en in die geval van graad II-werknemers, die weekloon gedeel deur 60; en
- (c) in die geval van buiteverkoopbediendes, die weekloon gedeel deur 46;

"huishoudster", 'n vroulike werknemer wat opdragte gee aan binne- of kamermeisies en oor hulle toesig hou en wat buitendien enigeen van die werksaamhede van 'n binne- of kamermeisie kan verrig;

"binnemeisie" of „kamermeisie", 'n vroulike werknemer wat slaapkamers, woonkamers of ander gedeeltes van 'n inrigting afstof of aan kant maak, beddens opmaak en hulp verleen by die ontvang en heelmaak van huishoudelike linne, linne en wasgoed hanteer, voorrade uitreik en toesig hou oor graad II-werknemers;

"jeugdige", enige werknemer onder die ouderdom van 21 jaar, of enge vakleerling;

"leerling", 'n werknemer wat in die bepaalde vak waarin hy in diens is, die volgende ondervinding opgedoen het as hy werksaam is as—

- (a) 'n kok, uitgesonderd 'n kerriekok, minder as drie jaar;
- (b) 'n kelder, uitgesonderd 'n kerriekelder, minder as drie jaar;
- (c) 'n buiteverkoopbediende, minder as drie jaar;

"hyserbediener", 'n werknemer wat uitsluitlik of hoofsaaklik 'n passasiershyser bedien;

"Drank- en Verversingsbedryf", die bedryf uitgeoefen in verband met enige persele ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van ondergenoemde lisensies kragtens bepalinge van die Drankwet, 1928, gehou word, naamlik:—

- (i) Hotel-dranklisensie;
- (ii) kantien-lisensie;
- (iii) teater- of sportterreindranksensie;
- (iv) tydelike dranksensie;
- (v) nagtelike geleentheidslisensie;
- (vi) wyn- en bierlisensie;

"buiteverkoopbediende", 'n werknemer uitsluitlik of hoofsaaklik in diens vir verkoop van drank vir verbruik buite die gelisensieerde perseel;

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

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

"joggie", 'n manlike werknemer onder die ouderdom van 20 jaar, uitsluitlik of hoofsaaklik in diens om boodskappe te doen, briewe, boodskappe of pakkette te ontvang of as te lewer en om klokkes of die telefoon te beantwoord;

- "part-time employee" means any employee who is employed for not more than four days in any week and whose weekly total working hours does not exceed forty;
- "porter" means an employee wholly or mainly engaged in meeting trains or other conveyances and conveying the luggage of guests to, from and in an establishment and who may, in addition, deliver messages or packages or assist in serving meals or refreshments;
- "rates" includes payments for overtime and payments in lieu of board and/or lodging and laundering;
- "seven-day establishment" means an establishment in which the liquor and catering trade may be carried on for seven days a week;
- "spreadover" means the period calculated from the time an employee first commences work on any day until he finishes work on that day;
- "wage" means the hourly, daily weekly or monthly wage and does not include commission;
- "waiter" means an employee, other than a curry waiter, who is engaged for the purposes of serving guests at table or any other part of the building occupied by guests, to answer bells, to mark billiards, and to perform such other services as the comfort and convenience of hotel guests may require;
- "waiter, qualified," means a waiter who has had not less than three years' experience; provided, however, that a learner waiter, having attended a recognised training college or scheme for a period of two years and holding a certificate of competency on termination of such period, shall be entitled to be classified as a qualified waiter;
- "weekly wage" means the weekly wage prescribed in the Agreement or where a monthly wage has been prescribed, such monthly wage divided by 4½ or where a daily wage has been prescribed such daily wage multiplied by the number of days worked by the employee during the week concerned;
- "wine and malt establishment" means an establishment in respect of which a wine and malt liquor licence is held.

4. WAGES.

(1) The minimum wages that shall be paid to the undermentioned classes of employees shall be as follows:—

(a) Full time employees—

Class of Employee.	Per Month.	£	s.	d.
Class A barman—				
for the first six months of service with an employer	25	17	6*	
Class A barman—				
after six months unbroken service with the same employer	27	0	0*	
Learner class A barman—				
first six months of experience	10	0	0*	
second six months of experience	11	6	8*	
third six months of experience	12	6	8*	
fourth six months of experience	13	13	4*	
fifth six months of experience	15	13	4*	
sixth six months of experience	17	0	0*	
thereafter	25	17	6*	
Class B barman	14	0	0*	
Class B barman	21	0	0	
Learner, class C barman—				
first six months of experience	10	0	0	
second six months of experience	11	5	0	
third six months of experience	12	5	0	
fourth six months of experience	13	10	0	
fifth six months of experience	15	0	0	
sixth six months of experience	16	15	0	
thereafter	21	0	0	
Class D barman	13	10	0	
Chief cook	21	0	0*	
Cook, male, qualified	15	0	0*	
Cook, female, qualified	12	0	0*	
Cook, learner, male—				
first six months of experience	4	10	0*	
second six months of experience	5	0	0*	
third six months of experience	6	0	0*	
fourth six months of experience	7	0	0*	
fifth six months of experience	9	0	0*	
sixth six months of experience	10	0	0*	
thereafter	15	0	0*	
Cook, learner, female—				
first six months of experience	4	0	0*	
second six months of experience	4	10	0*	
third six months of experience	5	10	0*	
fourth six months of experience	6	10	0*	
fifth six months of experience	8	0	0*	
sixth six months of experience	9	0	0*	
thereafter	12	0	0*	
Curry cook	7	0	0*	
Curry waiter	4	0	0*	
Female general assistant	5	0	0†	
Grade I employee	7	10	0†	
Grade II employee	4	0	0†	

- "deeltydse werknemer", 'n werknemer wat in diens geneem word vir hoogstens vier dae in 'n week en wie se weeklikse werkure altesame nie meer as veertig is nie;
- "portier", 'n werknemer uitsluitlik of hoofsaaklik in diens om treine of ander vervoermiddels te ontmoet, om die bagasie van gaste na, uit en in 'n inrigting te vervoer en wat buitendien boodskappe of pakkies kan aflewer, of help met die bediening van maaltye en verversings;
- "loonskale", ook betalings vir oortydwerk en betalings in plaas van losies en/of inwoning en wasserywerk;
- "sewedaagse indigting", 'n inrigting waarin die drank- en verversingsbedryf vir sewe dae per week uitgeoefen kan word;
- "werkdag", die tydperk op enige dag van die tyd wanneer die werknemer begin werk tot die tyd wanneer hy op daardie dag ophou werk;
- "loon", die uur-, dag-, week- of maandloon en omvat nie kommissie nie;
- "kelner", 'n werknemer, uitgesonderd 'n kerriekelner, wat in diens is vir die bediening van gaste aan tafel, of in enige ander gedeelte van die gebou deur gaste bewoon, om klok-kies te beantwoord, om telling te hou by biljart, en om sodanige dienste te verrig as wat vir die gemak en gerief van hotelgaste nodig is;
- "kelner, gekwalifiseer", 'n kelner met minstens drie jaar ondervinding; met dien verstande, egter, dat 'n leerlingkelner, nadat hy vir 'n tydperk van twee jaar 'n erkende opleidingskollege of -skema bygewoon het, en by die beëindiging van sodanige tydperk 'n sertifikaat van bevoegdheid het, daarop geregtig is om as 'n gekwalifiseerde kelner geklassifiseer te word;
- "weekloon", die weekloon voorgeskryf in die Ooreenkoms, of waar 'n maandloon voorgeskryf is, sodanige maandloon gedeel deur 4½, of waar 'n dagloon voorgeskryf is, sodanige dagloon vermenigvuldig met die getal dat wat die werknemer gedurende die betrokke week werk;
- "wyn- en bierinrigting", 'n inrigting ten opsigte waarvan 'n wyn- en bierdranklisensie gehou word.

4. LONE.

(1) Die minimum lone wat aan ondervermelde klasse werknemers betaal moet word, is soos volg:—

(a) Voltydse werknemers—

Klas werknemer.	Per maand.	£	s.	d.
Kantienman, klas A—				
vir die eerste ses maande by 'n werkgewer	25	17	6*	
Kantienman, klas A—				
na ses maande ononderbroke diens by dieselfde werkgewer	27	0	0*	
Leerlingkantienman, klas A—				
eerste ses maande ondervinding	10	0	0*	
tweede ses maande ondervinding	11	6	8*	
derde ses maande ondervinding	12	6	8*	
vierde ses maande ondervinding	13	13	4*	
vyfde ses maande ondervinding	15	13	4*	
sesde ses maande ondervinding	17	0	0*	
daarna	25	17	6*	
Kantienman, klas B	14	0	0*	
Kantienman klas C	21	0	0	
Leerlingkantienman, klas C—				
eerste ses maande ondervinding	10	0	0	
tweede ses maande ondervinding	11	5	0	
derde ses maande ondervinding	12	5	0	
vierde ses maande ondervinding	13	10	0	
vyfde ses maande ondervinding	15	0	0	
sesde ses maande ondervinding	16	15	0	
daarna	21	0	0	
Kantienman, klas D	13	10	0	
Hoofkok	21	0	0*	
Kok, manlik, gekwalifiseer	15	0	0*	
Kok, vroulik, gekwalifiseer	12	0	0*	
Leerlingkok, manlik—				
eerste ses maande ondervinding	4	10	0*	
tweede ses maande ondervinding	5	0	0*	
derde ses maande ondervinding	6	0	0*	
vierde ses maande ondervinding	7	0	0*	
vyfde ses maande ondervinding	9	0	0*	
sesde ses maande ondervinding	10	0	0*	
daarna	15	0	0*	
Leerlingkok, vroulik—				
eerste ses maande ondervinding	4	0	0*	
tweede ses maande ondervinding	4	10	0*	
derde ses maande ondervinding	5	10	0*	
vierde ses maande ondervinding	6	10	0*	
vyfde ses maande ondervinding	8	0	0*	
sesde ses maande ondervinding	9	0	0*	
daarna	12	0	0*	
Kerriekok	7	0	0*	
Kerriekelner	4	0	0*	
Vroulike algemene assistent	5	0	0†	
Graad I-werknemer	7	10	0†	
Graad II-werknemer	4	0	0†	

Grade II employee—		£	s.	d.
first three months of experience ...	...	3	0	0†
second three months of experience ...	...	3	5	0†
third three months of experience ...	...	3	10	0†
thereafter ...	...	4	0	0†
juvenile under 18 years ...	...	2	14	0†
Housekeeper ...	...	10	0	0†
Housemaid or chambermaid ...	...	5	0	0†
Hotel gardener ...	...	6	0	0†
Handyman ...	...	10	10	0*
Lift Attendant ...	...	3	10	0†
Off-sales attendant in establishments other than Wine & Malt establishments:—				
Male qualified ...	...	23	15	0†
Male Learner—				
first year of experience ...	...	7	10	0†
second year of experience ...	...	10	0	0†
third year of experience ...	...	14	10	0†
thereafter ...	...	23	15	0†
Female, qualified ...	...	16	7	6†
Female, learner—				
first year of experience ...	...	7	0	0†
second year of experience ...	...	9	0	0†
third year of experience ...	...	11	0	0†
thereafter ...	...	16	7	6†
Off-sales attendant in wine and malt establishments:—				
Male, qualified ...	...	20	15	0
Male, learner—				
first year of experience ...	...	7	10	0
second year of experience ...	...	9	10	0
third year of experience ...	...	13	10	0
thereafter ...	...	20	15	0
Female, qualified ...	...	16	7	6
Female, learner—				
first year of experience ...	...	7	0	0
second year of experience ...	...	9	0	0
third year of experience ...	...	11	0	0
thereafter ...	...	16	7	6
Page—				
first six months of experience ...	...	4	0	0*
second six months of experience ...	...	4	10	0*
third six months of experience ...	...	5	0	0*
fourth six months of experience ...	...	5	10	0*
fifth six months of experience ...	...	6	0	0*
thereafter ...	...	6	10	0*
Porter ...	...	9	0	0
Porter, night duty ...	...	9	10	0*
Laundryman, male ...	...	7	0	0†
Laundryman, female ...	...	5	0	0†
Waiter, head—				
In establishments employing more than six waiters ...	...	11	0	0*
Waiter, head—				
in establishments employing six or less number of waiters ...	...	10	0	0*
Waiter, qualified ...	...	9	0	0*
Waiter, learner—				
first six months of experience ...	...	4	0	0*
second six months of experience ...	...	4	10	0*
third six months of experience ...	...	5	0	0*
fourth six months of experience ...	...	5	10	0*
fifth six months of experience ...	...	6	0	0*
sixth six months of experience ...	...	6	10	0*
thereafter ...	...	9	0	0*

Five hours or less. s. d. Full day. s. d.

(b) Casual and part-time employees:—

Head waiter ...	10	0	12	6*
Waiter ...	7	6	10	0*
Class A barman ...	0	0	17	6*
Class B barman ...	0	0	10	0*
Class C barman ...	0	0	15	0*
Class D barman ...	0	0	10	0*
Cook, male ...	10	0	12	6*
Cook, female ...	5	0	8	6*
Curry cook ...	0	0	5	0*
Curry waiter ...	0	0	4	0*
Grade I employee ...	0	0	8	6*
Grade II employee ...	0	0	3	0*
Lift attendant ...	0	0	3	6*
Female general assistant ...	0	0	5	0*
Female off-sales attendant ...	0	0	12	6*
Male off-sales attendant in wine and malt establishments ...	0	0	15	0*
Male off-sales attendant in establishments other than wine and malt ...	0	0	17	6*

* Plus meals free of charge whilst on duty.

† Plus board and lodging.

‡ Plus lunch.

Graad II-werknemer—		£	s.	d.
eerste drie maande ondervinding ...	...	3	0	0†
tweede drie maande ondervinding ...	...	3	5	0†
derde drie maande ondervinding ...	...	3	10	0†
daarna ...	...	4	0	0†
jeugdige onder 18 jaar ...	...	2	14	0†
Huishoudster ...	...	10	0	0†
Binne- of kamermeisie ...	...	5	0	0†
Hoteltuinier ...	...	6	0	0†
Handlanger ...	...	10	10	0*
Hyserbediener ...	...	3	10	0†
Buiteverkoopbediende in ander inrigtings as as wyn- en bierinrigtings—				
manlik, gekwalifiseer ...	...	23	15	0†
Manlik, leerling—				
eerste jaar ondervinding ...	...	7	10	0†
tweede jaar ondervinding ...	...	10	0	0†
derde jaar ondervinding ...	...	14	10	0†
daarna ...	...	23	15	0†
vroulik, gekwalifiseer ...	...	16	7	6†
vroulik, leerling—				
eerste jaar ondervinding ...	...	7	0	0†
tweede jaar ondervinding ...	...	9	0	0†
derde jaar ondervinding ...	...	11	0	0†
daarna ...	...	16	7	6†
Buiteverkoopbediende in wyn- en bierinrigtings—				
manlik, gekwalifiseer ...	...	20	15	0
manlik, leerling—				
eerste jaar ondervinding ...	...	7	10	0
tweede jaar ondervinding ...	...	9	10	0
derde jaar ondervinding ...	...	13	10	0
daarna ...	...	20	15	0
vroulik, gekwalifiseer ...	...	16	7	6
vroulik, leerling—				
eerste jaar ondervinding ...	...	7	0	0
tweede jaar ondervinding ...	...	9	0	0
derde jaar ondervinding ...	...	11	0	0
Daarna ...	...	16	7	6
Joggie—				
eerste ses maande ondervinding ...	...	4	0	0*
tweede ses maande ondervinding ...	...	4	10	0*
derde ses maande ondervinding ...	...	5	0	0*
vierde ses maande ondervinding ...	...	5	10	0*
vyfde ses maande ondervinding ...	...	6	0	0*
daarna ...	...	6	10	0*
Portier ...	...	9	0	0*
Portier, nagdiens ...	...	9	10	0*
Wasseryman, manlik ...	...	7	0	0†
Wasseryman, vroulik ...	...	5	0	0†
Hoofkelner—				
in inrigtings waarin meer as ses kelners in diens is ...	...	11	0	0*
Hoofkelner—				
in inrigtings waarin ses of minder kelners in diens is ...	...	10	0	0*
Kelner, gekwalifiseer ...	...	9	0	0*
Leerlingkelner—				
eerste ses maande ondervinding ...	...	4	0	0*
tweede ses maande ondervinding ...	...	4	10	0*
derde ses maande ondervinding ...	...	5	0	0*
vierde ses maande ondervinding ...	...	5	10	0*
vyfde ses maande ondervinding ...	...	6	0	0*
sesde ses maande ondervinding ...	...	6	10	0*
daarna ...	...	9	0	0*

Vyf uur of minder. s. d. Volle dag. s. d.

(b) Los of deeltidse werknemers:—

Hoofkelner ...	10	0	12	6*
Kelner ...	7	6	10	0*
Kantienman, klas A ...	0	0	17	6*
Kantienman, klas B ...	0	0	10	0*
Kantienman, klas C ...	0	0	15	0*
Kantienman, klas D ...	0	0	10	0*
Kok, manlik ...	10	0	12	6*
Kok, vroulik ...	5	0	8	6*
Kerriekok ...	0	0	5	0*
Kerriekelner ...	0	0	4	0*
Graad I-werknemer ...	0	0	8	6*
Graad II-werknemer ...	0	0	3	0*
Hyserbediener ...	0	0	3	6*
Vroulike algemene assistent ...	0	0	5	0*
Vroulike buiteverkoopbediende ...	0	0	12	6*
Manlike buiteverkoopbediende in wyn- en bierinrigtings ...	0	0	15	0*
Manlike buiteverkoopbediende in ander inrigtings as wyn- en bierinrigtings ...	0	0	17	6*

* Plus gratis maaltye terwyl hy diens verrig.

† Plus losies en inwoning.

‡ Plus middagete.

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

(3) In the case of full-time employees, if no food or quarters are provided as laid down in sub-section (1) the employer shall pay to the employee in lieu thereof on the usual pay day in addition of his wages not less than the following amounts:—

	Grade II Employee.	Any Other Employee.
	£ s. d.	£ s. d.
Board	0 17 4	3 2 10
Lodging	0 8 8	1 14 8
Board and lodging	1 6 0	4 17 6

or when an employee is entitled free of charge to meals which fall within his working hours and such meals are not provided an allowance of 1s. per meal shall be paid to such employee in lieu thereof.

Off-sales attendants in wine and malt establishments shall be paid an allowance of 1s. per meal in respect of each meal falling within their working hours.

(4) An employee who on any day is required or allowed to do two or more classes of work for which different wages are prescribed shall for the time worked at each such class be paid at not less than the time rate applicable to the class of work done, but in no case shall such employee be paid less than at the rate of wage he has been engaged for.

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

(6) *Cost of Living.*—In addition to any remuneration payable in terms of this Agreement each employer shall on each pay-day pay to his employee allowances as laid down in War Measure No. 43 of 1942, as amended by War Measure No. 39 of 1943, No. 71 of 1944 and No. 80 of 1945, or as may be amended from time to time.

5. PAYMENT OF WAGES AND RATES.

(1) The wages and rates of all employees shall become due and be paid in cash on the usual pay-day which shall be the last working day of the month in the case of monthly paid employees and not later than Friday in the case of weekly paid employees, 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 period of ordinary time worked, the number of overtime hours worked, the wages due and the period in respect of which payment is made.

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

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

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

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

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

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

(b) With the written consent of the employee, deductions for holiday, sick, insurance, provident and/or pension funds or trade union subscriptions.

(c) Contribution to Council funds shall be deducted in terms of section 13 of this Agreement.

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

(e) With the written consent of the employee a sum of £4. 17s. 6d. per month for board and lodging may be deducted from the wage of a class "A" barman to whom such board and lodging is supplied.

With the written consent of the employee a sum of £1. 14s. 8d. per month for lodging may be deducted from the wages of an employee, other than a class "A" barman and a Grade II employee, where lodging is supplied to employees who are not entitled to such lodging under section 4 (1) (a).

6. JUVENILES.

No juvenile under the age of 18 years shall be employed in the restricted portion of any establishment as defined in the Liquor Act, 1928.

7. HOURS OF WORK.

(1) (a) The ordinary working hours of a class "A" barman or a class "B" barman shall not exceed in any one fortnight 111 and on any one day 9, to be completed within a spread-over of 14½ hours. In a seven-day establishment a barman may be required to work for a maximum number of 7½ hours on alternate Sundays, but the maximum number of ordinary working hours in any one fortnight shall remain 111.

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

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

(3) In die geval van voltydse werknemers, moet die werkgewer, indien geen kos of huisvesting verskaf word soos vasgestel in subartikel (1) nie, aan die werknemer in plaas daarvan en wel op die gewone betaaldag bo en behalwe sy loon, minstens ondervermelde bedrae betaal:—

	Graad II- werknemer,	Enige ander werknemer.
	£ s. d.	£ s. d.
Losies	0 17 4	3 2 10
Inwoning	0 8 8	1 14 8
Losies en inwoning	1 6 0	4 17 6

of as 'n werknemer reg het op vry maaltye wat binne sy werkkure val en sodanige maaltye nie verskaf word nie, sodanige werknemer in plaas daarvan 'n toelae van 1s. per maaltyd betaal. Buiteverkoopbediendes in wyn- en bierinrigtings moet 'n toelae van 1s. per maaltyd betaal word ten opsigte van elke maaltyd wat binne hul werkkure val.

(4) 'n Werknemer van wie vereis of wat toegelaat word om op 'n dag twee of meer soorte werk te verrig waarvoor verskillende lone voorgeskryf is, moet vir die tyd wat aan elke sodanige soort werk bestee word, betaal word teen minstens die tydloon wat op die soort werk wat verrig word van toepassing is, maar sodanige werknemer mag in geen geval minder betaal word as teen die loonskaal waarop hy in diens geneem is nie.

(5) Niks in hierdie Ooreenkoms het die uitwerking om die lone te verlaag wat aan 'n werknemer voor die datum van hierdie Ooreenkoms betaal is nie.

(6) *Lewenskoste.*—Bo en behalwe enige besoldiging betaalbaar ingevolge hierdie Ooreenkoms, moet elke werkgewer op elke betaaldag aan sy werknemers toelaes betaal soos vasgestel in Oorlogsmaatreël No. 43 van 1942, soos gewysig by Oorlogsmaatreël No. 39 van 1943, No. 71 van 1944 en No. 80 van 1945, of van tyd tot tyd gewysig kan word.

5. BETALING VAN LONE EN LOONSKALE.

(1) Die lone en loonskaal van alle werknemers is verskuldig en moet in kontant betaal word op die gewone betaaldag wat in die geval van werknemers wat per maand betaal word, die laaste werkdag van die maand moet wees, en in die geval van werknemers wat by die week betaal word, nie later as Vrydag nie; en moet in 'n koevert of ander houër wees, of vergesel wees van 'n opgawe met vermelding van die werkgewer en werknemer se name, die werknemer se bedryf, die tydperk van gewone tyd wat gewerk is, die getal oortydure wat gewerk is, die loon wat verskuldig is en die tydperk waarvoor betaling gedoen word met dien verstande dat as die dienskontrak van 'n werknemer voor die gewone betaaldag van sodanige werknemer eindig, die lone en loonskaal aan hom verskuldig, onmiddellik by sodanige beëindiging betaal moet word.

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

(3) 'n Werknemer mag geen boetes hoegenaamd opgelê word nie.

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

(5) Geen aftrekkings hoegenaamd, uitgesonderd ondergenoemde, mag van die lone en loonskaal van 'n werknemer afgetrek word nie:—

(a) As 'n werknemer van sy werk wegbly, 'n pro rata bedrag vir die duur van sodanige afwesigheid.

(b) Met die skriftelike toestemming van die werknemer, aftrekkings vir verlof, siekte-, versekering-, voorsorgs- en/of pensioenfondse of vakverenigingsgedeltes.

(c) Bydraes aan die fondse van die Raad moet ingevolge artikel 13 van hierdie Ooreenkoms afgetrek word.

(d) Elke bedrag wat deur 'n werkgewer betaal word ingevolge 'n wet, ordonnansie of regsgeding wat hom verplig om vir of namens 'n werknemer te betaal.

(e) Met die skriftelike toestemming van die werknemer, kan 'n bedrag van £4. 17s. 6d. per maand vir losies en inwoning van die loon van 'n kantieman klas A, aan wie sodanige kos en huisvesting verskaf word, afgetrek word.

Met die skriftelike toestemming van die werknemer, kan van die loon van 'n werknemer, uitgesonderd 'n kantieman klas A en 'n graad II-werknemer, £1. 14s. 8d. per maand vir inwoning afgetrek word as inwoning verskaf word aan werknemers wat nie kragtens artikel 4 (1) (a) op sodanige inwoning geregtig is nie.

6. JEUGDIGES.

Geen jeugdige onder die ouderdom van 18 jaar mag in die beperkte gedeelte van 'n inrigting, soos by die Drankwet, 1928, omskryf, in diens wees nie.

7. WERKURE.

(1) (a) Die gewone werkkure van 'n kantieman klas A of klas B, mag nie meer as 111 in twee weke en nie meer as 9 op 'n enkele dag, wat binne 'n werkdag van 14½ uur voltooi moet word, wees nie. In 'n sewedaagse inrigting kan van 'n kantieman vereis word om al om al om die ander Sondag 'n maksimum van 7½ uur te werk, maar die maksimum getal gewone werkkure in elke twee weke moet 111 bly.

(b) Die gewone werkkure van 'n kantieman klas C of klas D mag nie meer as 54 in 'n week en 9 op 'n dag wees nie.

(c) The ordinary working hours of a "casual" barman shall not exceed in any one week six days of 9 hours or 54 in all.

(d) All barman, other than "casual" barmen shall be given one evening, commencing not later than 7.30 p.m. off per week, such evening, however, shall not be taken on either a Friday, Saturday or Sunday.

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

Overtime due to casual barmen shall be paid at the conclusion of a week's work or on conclusion of their work if the period is less than one week.

(3) (a) In an establishment other than a wine and malt establishment, the ordinary working hours of an employee, other than a barman and a Grade II employee shall subject to the provisions of paragraph (c) not exceed in any one week six days each of nine hours to be completed within a spreadover of 14½ hours. For time worked on any day outside of the spreadover prescribed in this sub-section an employee shall be paid the hourly wage plus 100 per cent.

The ordinary working hours of a grade II employee in an establishment other than a wine and malt establishment shall be six days of nine hours to be completed within a spreadover of 14½ hours and one day of five hours to be completed not later than 2.30 p.m. For time worked on any day outside, the spreadover prescribed in this sub-section an employee shall be paid the hourly wage plus 100 per cent.

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

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

Mondays to Thursdays: 9 a.m. to 6 p.m.

Fridays: 9 a.m. to 7 p.m.

Saturdays: 9 a.m. to 2 p.m.

with one hour off each day, except Saturday.

(d) No employer shall require an employee to work on any one day for longer than six hours without a break of at least half an hour, which shall be included for the purpose of calculating the spreadover.

(4) An employee other than a barman who is required or allowed to work on any day in excess of the ordinary working hours for such day shall for such excess be paid the hourly wage plus 50 per cent for every hour or part of any hour so worked and such payment shall be made irrespective of and in addition to any overtime payable in terms of sub-section (3) (a); where overtime calculated on a weekly basis in terms of this clause differs from that calculated on a daily basis, the basis more favourable to the employee shall be adopted.

(5) (a) In establishments other than wine and malt establishments grade II employees shall be granted by his employer one full working day of each month.

(b) Alternatively to the off duty periods allowed grade II employees under section 7 (3) (a) and section 7 (5) (a) they may be granted three full days off duty per month to be taken separately at intervals of approximately 10 days.

(6) An employer shall not require or permit his employee to work overtime for more than nine hours in any one week.

(7) Each employer shall exhibit in a conspicuous place available to all employees a time table showing the name of each employee (other than a casual employee) the days and the ordinary hours on and during which each such employee is to work during the succeeding seven days.

8. PROPORTION OR RATIO OF EMPLOYEES.

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

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

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

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

(c) Die gewone werkure van 'n „los" kantienman mag hoogstens ses dae van nege uur, of altesame 54, in 'n week wees.

(d) Aan alle kantienmanne, uitgesonderd „los" kantienmanne, moet per week een vry aand, wat nie later as 7.30 nm. begin nie, gegee word, maar sodanige vry aand moet nie op Vrydag, Saterdag, of Sondag geneem word nie.

(2) Enige kantienman van wie vereis of wat toegelaat word om langer te werk as die ure wat in subartikel (1) (a) en (b) van hierdie artikel voorgeskryf word, moet vir sodanige oortyd betaal word teen 2s. 6d. per uur of gedeelte van 'n uur; met dien verstande dat waar oortyd wat op 'n weeklikse of tweeweklikse basis bereken word, verskil van dié wat op 'n daelike basis bereken word, die gunstige basis vir die werknemer aangeneem moet word en vir die toepassing van hierdie klousule moet oortyd verskuldig aan werknemers wat in subartikel (1) (a) van hierdie artikel genoem word, ondanks die bepalings van artikel 5 (1), tweeweklikse vasgestel word en op die eerste daaropvolgende betaaldag betaal word.

Oortyd aan los kantienmanne verskuldig, moet betaal word aan die einde van 'n week se werk, of by beëindiging van hul werk as die tydperk minder as een week is.

(3) (a) In 'n ander inrigting as 'n wyn- en bierinrigting moet die gewone werkure van 'n werknemer, uitgesonderd 'n kantienman en 'n graad II-werknemer, behoudens soos bepaal in paragraaf (c), in enige week hoogstens ses dae elk van nege uur wees, wat binne 'n werkdag van 14½ uur voltooi moet word. Vir tyd wat buite die werkdag in hierdie subartikel voorgeskryf, gewerk word, moet 'n werknemer die uurloon plus 100 persent betaal word.

Die gewone werkure van 'n graad II-werknemer in 'n ander inrigting as 'n wyn- en bierinrigting moet ses dae elk van nege uur wees wat binne 'n werkdag van 14½ uur voltooi moet word en een dag van vyf uur wat nie later as 2.30 nm. voltooi moet wees nie. Vir tyd wat buite die werkdag in hierdie subartikel voorgeskryf, gewerk word, moet 'n werknemer die uurloon plus 100 persent betaal word.

(b) In 'n wyn- en bierinrigting moet die gewone werkure van 'n werknemer, uitgesonderd 'n kantienman en 'n graad II-werknemer, behoudens soos bepaal in paragraaf (c) van hierdie klousule, nie meer as 54 per week en 9 per dag, en in die geval van 'n graad II-werknemer 60 per week of 10 per dag wees nie.

(c) Die werkure van buitewerkoopbediendes moet as volg wees:—

Maandag tot Donderdag: 9 vm. tot 6 nm.;

Vrydag: 9 vm. tot 7 nm.;

Saterdag: 9 vm. tot 2 nm.;

met een uur elke dag vry, uitgesonderd op Saterdag.

(d) Geen werkgewer mag van 'n werknemer vereis om langer as ses uur op 'n dag te werk nie sonder 'n onderbreking van minstens 'n halfuur wat vir die berekening van die werkdag ingesluit moet word.

(4) 'n Werknemer, uitgesonderd 'n kantienman, van wie vereis of wat toegelaat word om op 'n dag meer as die gewone werkure vir sodanige dag te werk, moet vir sodanige oortyd die uurloon plus 50 persent betaal word vir elke uur of gedeelte van 'n uur aldus gewerk en sodanige betaling moet gedoen word afgesien van en benewens oortyd waarvoor ingevolge subartikel (3) (a) betaal moet word; waar oortyd bereken op 'n weeklikse basis ingevolge hierdie klousule verskil van dié bereken op 'n daelike basis, moet die gunstige basis vir die werknemer aangeneem word.

(5) (a) In ander inrigtings as wyn- en bierinrigtings, moet aan graad II-werknemers een volle werkdag per maand deur die werkgewer vrygegee word.

(b) In plaas van die vry tydperke wat aan graad II-werknemers toegestaan word kragtens artikel 7 (3) (a) en artikel 7 (5) (a) kan hulle drie volle vry dae per maand toegestaan word wat afsonderlik met tussenpose van ongeveer 10 dae geneem moet word.

(6) 'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om langer as nege uur in 'n week oortyd te werk nie.

(7) Elke werkgewer moet op 'n opvallende plek, wat vir al sy werknemers toeganklik is, 'n tydtabel vertoon met vermelding van die naam van elke werknemer (uitgesonderd 'n los werknemer) en die dae en gewone ure wat elkeen van sy werknemers gedurende die volgende sewe dae moet werk.

8. GETALLEVERHOUDING VAN WERKNEMERS.

(1) In inrigtings, uitgesonderd wyn- en bierinrigtings—

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

(b) voordat 'n leerling-kelner in 'n inrigting in diens geneem kan word, moet eers minstens twee gekwalifiseerde kelners in sodanige inrigting in diens wees, en vir elke twee gekwalifiseerde kelners aldus in diens kan hoogstens een leerling-kelner in diens geneem word;

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

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

(2) In wine and malt establishments there shall be employed one class "C" barman before a learner barman may be employed and for each class "C" barman not more than one learner barman.

For the purpose of this sub-section an employer who is actively engaged in his own establishment as a barman, may with the prior approval of the Council, be reckoned as a qualified barman, provided he causes his name to appear in the time and wage register whilst so engaged.

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

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

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

9. CERTIFICATE OF SERVICE.

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

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

10. HOLIDAYS.

(1) (a) All employees, other than grade II employees, part-time employees or casual employees, shall be given in respect of each 49 weeks of actual work with the same employer three weeks' leave of absence on full pay. The employer may fix the time when such leave may be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 49 weeks' work. When in any year of an employee's service his employment is terminated before the completion of the year but after one month's work, the employer shall pay to the employee for each completed week of work in the uncompleted year three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated.

An employee who is under notice to terminate his service may instead of such payment be given leave of absence on full pay for a *pro rata* period during the currency of such notice.

(b) Grade II employees shall in respect of each 50 weeks' work with the same employer be granted two weeks' leave of absence on full pay. The employer shall fix the time when such leave shall be taken but should the employer not have granted the leave at an earlier date it shall be granted and taken so as to commence within three months from the termination of 50 weeks' work. A grade II employee whose employment is terminated before the completion of 50 weeks' of employment with the same employer shall upon such termination be paid in respect of each week of employment with the employer an amount equivalent to two-fiftieths of the weekly wage he was receiving when his employment was terminated; provided that this provision shall not apply to an employee who relinquishes his employment of his own accord before the expiration of six months' employment with the same employer.

(2) For the purpose of the preceding sub-section an employee's service shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) the date on which the employee last became entitled to leave on full pay.

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

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

(5) Annual leave and notice to terminate service of employment shall not run concurrently.

11. SICK LEAVE.

Each employee shall be entitled to 14 days' sick leave on full pay during each year of service with the same employer, provided that—

(a) he first completes four months' continuous service with the same employer;

(d) vir die toepassing van hierdie artikel kan 'n werkgewer wat in sy eie inrigting daadwerklik die werk van 'n kok verrig, met voorafgaande toestemming van die Raad as 'n gekwalifiseerde kok beskou word, mits hy sy naam in die tyd- en loonregister laat inskryf terwyl hy aldus werk-saam is.

(2) In wyn- en bierinrigtings moet een kantienman klas C in diens wees voordat 'n leerling-kantienman in diens geneem kan word, en vir elke kantienman klas C kan hoogstens een leerling-kantienman in diens geneem word.

Vir die toepassing van hierdie subartikel kan 'n werkgewer wat in sy eie inrigting daadwerklik as 'n kantienman werk-saam is, met voorafgaande toestemming van die Raad as 'n gekwalifiseerde kantienman gereken word, mits hy sy naam in die tyd- en loonregister laat inskryf terwyl hy aldus werk-saam is.

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

(4) Een gekwalifiseerde manlike buitewerkooppbediende moet in diens wees voordat 'n ongekwalifiseerde manlike buitewerkooppbediende in diens geneem kan word en vir elke gekwalifiseerde manlike buitewerkooppbediende kan hoogstens een ongekwalifiseerde manlike buitewerkooppbediende in diens geneem word.

(5) Een gekwalifiseerde vroulike buitewerkooppbediende moet in diens wees alvorens 'n ongekwalifiseerde vroulike buitewerkooppbediende in diens geneem kan word en vir elke gekwalifiseerde vroulike buitewerkooppbediende in diens kan hoogstens een ongekwalifiseerde vroulike buitewerkooppbediende in diens geneem word.

9. DIENSERTIFIKAAT.

Elke werkgewer moet aan elke werknemer by diensverlating 'n diensertifikaat kosteloos uitreik. Die sertifikaat moet die werknemer se volle naam, adres, ouderdom, bedryf, loonskaal en werklike loon wat betaal is, aantoon, tesame met die datums waarop die werknemer by die werkgewer in diens getree en sy diens verlaat het. Alle sertifikate wat deur elke werkgewer uitgereik word, moet in volgorde genummer word en moet die naam van die vorige werkgewer, indien daar een was, aantoon, sowel as die nommer van enige sertifikaat wat deur daardie werkgewer aan die betrokke werknemer uitgereik is.

'n Kopie van elke uitgereikte sertifikaat moet deur die werkgewer gehou word en nog 'n kopie moet deur die werkgewer by die Sekretaris van die Raad ingedien word.

10. VERLOF.

(1) (a) Alle werknemers, uitgesonderd graad II-werk-nemers, deeltydse werknemers of los werknemers, moet ten opsigte van elke 49 weke werklike diens by dieselfde werkgewer, drie weke verlof met volle besoldiging toegestaan word. Die werkgewer kan die tyd vasstel wanneer sodanige verlof geneem kan word, maar as die werkgewer nie aan sy werknemer sy tydperk van verlof op 'n vroeër datum toegestaan het nie, moet sodanige verlof so toegestaan en geneem word dat dit binne drie maande na beëindiging van 49 weke se diens begin. As 'n werknemer se diens in enige jaar van sy diens voor voltooiing van die jaar, maar na een maand se diens eindig, moet die werkgewer aan die werknemer vir elke volle week diens in die onvoltooide jaar drie nege-en-veertigstes van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe die diens beëindig is.

'n Werknemer wat kennisgewing gegee is, kan in plaas van sodanige betaling, verlof met volle besoldiging vir 'n *pro rata* tydperk gedurende die looptyd van sodanige kennisgewing gegee word.

(b) Graad II-werk-nemers moet ten opsigte van elke 50 weke se diens by dieselfde werkgewer twee weke verlof met volle besoldiging toegestaan word. Die werkgewer moet die tyd vasstel wanneer sodanige verlof geneem moet word, maar as die werkgewer nie die verlof eerder toegestaan het nie, moet dit so toegestaan en geneem word dat dit binne drie maande na beëindiging van 50 weke se diens begin. 'n Graad II-werk-nemer wie se werk eindig voor voltooiing van 50 weke se diens by dieselfde werkgewer, moet by sodanige beëindiging ten opsigte van elke week diens by die werkgewer 'n bedrag betaal word wat gelyk is aan twee-veertigstes van die weekloon wat hy ontvang het toe sy diens geëindig het; met dien verstande dat hierdie bepaling nie van toepassing is op 'n werknemer wat uit eie beweging voor die verstryking van ses maande diens by dieselfde werkgewer sy diens verlaat nie.

(2) Vir die toepassing van die voorgaande subartikel word dit beskou dat 'n werknemer se diens begin—

(a) op die datum waarop die werknemer by die werkgewer diens aanvaar het; of

(b) die datum waarop die werknemer laas op verlof met volle betaling geregtig geword het.

(3) Geen werknemer wat verlof met volle besoldiging het, mag vir 'n loon of enige ander vergoeding werk nie.

(4) Geleentheidsverlof kan van die jaarlikse verlof van elke jaar afgetrek word, mits ten opsigte van sodanige afwesigheid geen aftrekking van lone, soos by artikel 5 (5) (a) veroorloof, afgetrek word nie.

(5) Jaarlikse verlof en kennisgewing mag nie saamval nie.

11. SIEKTEVERLOF.

Elke werknemer is geregtig op 14 dae siekteverlof met volle besoldiging gedurende elke jaar diens by dieselfde werkgewer; met dien verstande dat—

(a) hy eers vier maande aaneenlopende diens by dieselfde werkgewer moet voltooi;

- (b) the employer after four months' and before the completion of 12 months' service shall grant to the employee who is absent from work through sickness or accident other than an accident compensable under the Workmen's Compensation Act, 1941, one-twelfth of 14 days' sick leave for each completed month of the service;
- (c) the employee produces at his own expense a medical certificate issued by a qualified doctor, nominated by his employer in respect of his illness;
- (d) his illness is not due to causes within his control; and
- (e) where such leave of 14 days is not taken in any one year, it shall be cumulative up to any period not exceeding six weeks, and provided further that where an employer is by law required to pay, and pays hospital fees in respect of any employee referred to in any such law, the amount paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which shall be payable in respect of any period of sickness provided herein.

12. TERMINATION OF SERVICE.

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

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

(3) This section shall not affect the employer's or employee's right to terminate the contract of service without notice for any good cause recognised by law as sufficient.

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

13. COUNCIL FUNDS.

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

1s. per month shall be deducted by each employer from the earnings of each of his employees receiving over £4 during any one month, including the value of board and/or lodging, except grade II employees, and to the amount so deducted the employer shall add a like amount and forward month by month, and not later than the fifteenth day of each month, the total sum to the Secretary of the Council, P.O. Box 267, Pietermaritzburg.

14. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which the exemption was granted has expired.

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

- (a) full name of person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
 - (d) forward a copy of each licence of exemption to the Industrial Inspector, Department of Labour, P.O. Box, 355, Pietermaritzburg.

15. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

16. INTERPRETATION OF AGREEMENT.

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

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

- (b) die werkgewer na vier maande en voor die voltooiing van 12 maande diens aan die werknemer wat van werk afwesig is weens siekte of ongeval, uitgesonderd 'n ongeval waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, een-twaalfde van 14 dae siekteverlof vir elke voltooide maand diens moet toestaan;
- (c) die werknemer op eie koste 'n doktersertifikaat, uitgereik deur 'n gekwalifiseerde geneesheer wat deur sy werkgewer benoem is, ten opsigte van sy siekte voorleë;
- (d) sy siekte nie te wyte is aan oorsake binne sy beheer nie;
- (e) indien dié verlof van 14 dae nie in een bepaalde jaar geneem word nie, dit oplopend is tot 'n tydperk van hoogstens ses weke en voorts met dien verstande dat ingeval 'n werkgewer by wet verplig is om hospitaalgeld ten opsigte van enige werknemer in dié wet genoem, te betaal en dit betaal, dié betaalde bedrag afgetrek mag word van die betaling verskuldig ten opsigte van siekte ingeval hierdie klousule, maar nie meer as die bedrag wat betaalbaar is ten opsigte van enige tydperk van siekte waarvoor voorsiening hierin gemaak word nie.

12. DIENSBEËINDIGING.

(1) Minstens sewe dae kennisgewing moet in inrigtings uitgesonderd wyn- en bierinrigtings, deur 'n werkgewer of 'n werknemer gegee word om die dienskontrak te beëindig; met dien verstande egter dat 'n kantienman, buitewerkoopbediende, kelner of graad II-werknemer se dienskontrak met 24 uur kennisgewing beëindig kan word. Werkgewers en werknemers mag by onderlinge ooreenkoms skriftelik voorsiening maak vir 'n langer kennisgewing van gelyke duur aan albei kante.

(2) In wyn- en bierinrigtings moet minstens 24 uur kennisgewing deur 'n werkgewer of werknemer gegee word om die dienskontrak te beëindig.

(3) Hierdie artikel raak nie die werkgewer of werknemer se reg om die dienskontrak sonder kennisgewing om 'n goeie rede wat by wet as voldoende beskou word, te beëindig nie.

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

13. FONDSE VAN DIE RAAD.

Die fondse van die Raad berus by 'n word beheer deur die Raad en word as volg verkry:—

Elke werkgewer moet van die loon van elkeen van sy werknemers wat met inbegrip van die waarde van losies en/of inwoning meer as £4 per maand ontvang, 1s. per maand aftrek, uitgesonderd van graad II-werknemers, en by die bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandelike en voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 267, Pietermaritzburg, stuur.

14. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling ingevolge die bepalings van subartikel (1) van hierdie artikel verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is; met dien verstande dat die Raad, na goeddunke, en nadat aan die betrokke persoon een week vooraf skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van subartikel (1) van hierdie artikel verleen word, 'n vrystellingsertifikaat uitreik wat deur die voorsitter en deur hom onderteken is en waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes, ingevolge die bepalings van subartikel (2) van hierdie artikel vasgestel, waarop die vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) van elke sertifikaat wat uitgereik word, 'n kopie bewaar;
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur;
 - (d) 'n kopie van elke vrystellingsertifikaat aan die nywerheidsinspekteur, Departement van Arbeid, Posbus 355, Pietermaritzburg, stuur.

15. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

16. VERTOLKING VAN OOREENKOMS.

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

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

17. STRIKES, LOCK-OUTS AND DISPUTES.

(1) During the currency of this Agreement no employer shall declare or take part in any lock-out and no employee shall declare or take part in any strike.

(2) Any dispute between an employer and any of his employees, which cannot be mutually settled, shall be submitted to the Council for settlement.

18. LAUNDRY.

Where an employee is required to wear a white suit the employer shall arrange to have the laundering of such suits done free of charge to the employee, or shall make an allowance of seven shillings and sixpence per month in lieu thereof.

19. UNIFORM.

(1) Where an employee, other than a waiter, waitress or cook, is required to wear a uniform, overall, washing coat, cap or apron, the employer shall supply it free of charge and it shall remain the property of the employer.

(2) A suitable room shall be provided for the use of such employees who may require same for the purpose of changing clothes.

20. GENERAL.

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

21. DISTRIBUTION OF THE AGREEMENT.

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

22. EMPLOYMENT OF TRADE UNION LABOUR.

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

The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation.

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

23. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from the wages of each member of the trade union in his employ, the membership subscription payable by such employee to the Trade Union and shall forward same to the trade union not later than the 10th day of each month, a list of such members and fees payable by them to be handed to the employer before the 25th of the month by the trade union.

24. AGENTS.

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

Signed at Pietermaritzburg on this Twelfth day of June, 1954.

G. BENJAMIN, *Chairman.*

F. PILLAY, *Vice-Chairman.*

FRANK EMERTON, *Secretary.*

17. STAKINGS, UITSLUITINGS EN GESKILLE.

(1) Gedurende die geldigheid van hierdie Ooreenkoms mag geen werkgewer 'n uitsluiting verklaar of daaraan deelneem nie, en mag geen werknemer 'n staking verklaar of daaraan deelneem nie.

(2) Elke geskil tussen 'n werkgewer en enigeen van sy werknemers wat nie onderling besleg kan word nie, moet vir beslegting na die Raad verwys word.

18. WASGOED.

As van 'n werknemer vereis word om 'n wit pak te dra, moet die werkgewer reëlings tref om sodanige pakke kosteloos vir 'n werknemer te laat was en stryk, of in plaas daarvan 'n toelae van 7s. 6d. per maand betaal.

19. UNIFORMS.

(1) As van 'n werknemer, uitgesonderd 'n kelner, kelnerin of kok vereis word om 'n uniform, oorpak, wasbare baadjie, pet of voorskoot te dra, moet die werkgewer dit kosteloos verskaf en dit bly die werkgewer se eiendom.

(2) 'n Geskikte kamer moet verskaf word vir die gebruik van sodanige werknemers wat dit nodig mag hê om te verkleed.

20. ALGEMEEN.

Niks in hierdie Ooreenkoms magtig die indiensneming van enigeen wat wetlik nie in diens mag wees nie, of die indiensneming van enigeen te eniger tyd of tye wat by wet verbied is.

21. VERSPREIDING VAN OOREENKOMS.

Elke werkgewer moet aan elkeen van sy werknemers 'n kopie van hierdie Ooreenkoms kosteloos verskaf.

22. INDIENSNEMING VAN VAKVERENIGINGLEDE.

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

Die bepalings van hierdie artikel is nie op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika van toepassing nie; met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande van sy aanvaarding van diens in die bedryf weier om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik toegepas moet word.

Voorts met dien verstande dat die bepalings van subartikel (a) hiervan nie van toepassing is ten opsigte van enige werker wat beswaar daarteen het om 'n lid van die vakvereniging te wees op grond van die gemengde lidmaatskap daarvan nie.

23. VAKVERENIGINGLEDEGELD.

Alle werkgewers moet van die lône van elke lid van die vakvereniging in sy diens die ledegeld aftrek wat deur sodanige werknemer aan die Vakvereniging verskuldig is, en dit voor of op die 10de dag van elke maand aan die Vakvereniging stuur en 'n lys van daardie lede en bedrae wat deur hulle verskuldig is, moet voor die 25ste dag van die maand deur die Vakvereniging by die werkgewer ingedien word.

24. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms en elke werkgewer en werknemer is verplig om sodanige agente toe te laat om sulke navrae te doen en daardie boeke en/of dokumente na te gaan en sodanige persone te ondervra as wat vir hierdie doel nodig is.

Op hede die twaalfde dag van Junie 1954 in Pietermaritzburg onderteken.

G. BENJAMIN, *Voorsitter.*

F. PILLAY, *Ondervoorsitter.*

FRANK EMERTON, *Sekretaris.*

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