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[No. 381.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1935.]

[23 November 1962.]

INDUSTRIAL CONCILIATION ACT, 1956.

TEAROOM, RESTAURANT AND CATERING TRADE, WITWATERSRAND.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto—and which relates to the Tearoom, Restaurant and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending four 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 the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 18, 19 and 21 shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Trade in the Magisterial Districts of Krugersdorp (including that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Kempton Park (excluding that portion which prior to the publication of Government Notice No. 551, dated 29th March, 1956, fell within the Magisterial District of Pretoria); and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Krugersdorp (including that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Kempton Park (ex-

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1935.]

[23 November 1962.]

WET OP NYWERHEIDSVERSOENING, 1956.

TEEKAMER-, RESTAURANT- EN VERVERSINGSBEDRYF, WITWATERSRAND.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Teekamer-, Restaurant- en Verversingsbedryf betrekking het vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of die vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 18, 19 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat vier jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrikte Krugersdorp (met inbegrip van daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermenskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Kempton Park (met uitsondering van daardie gedeelte wat voor die publikasie van Goewermenskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het); en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 18, 19 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat vier jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte Krugersdorp (met inbegrip van daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermenskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan,

cluding that portion which prior to the publication of Government Notice No. 551, dated 29th March, 1956, fell within the Magisterial District of Pretoria), and from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 18, 19 and 21, shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

THE INDUSTRIAL COUNCIL OF THE TEAROOM, RESTAURANT AND CATERING TRADE, WITWATERSRAND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956; as amended, made and entered into by and between the

Tearoom, Restaurant Proprietors' and Caterers' Association (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and

The Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union

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

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

1. PERIOD OF OPERATION OF AGREEMENT.

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

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp (including that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Roodepoort Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Kempton Park, excluding that portion which prior to the publication of Government Notice No. 551, dated the 29th March, 1956, fell within the Magisterial District of Pretoria, by all employers and employees in the Tearoom, Restaurant and Catering Trade, who are members of the employers' organisation and the trade union.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, No. 28 of 1956, as amended;

"barman" means an employee, other than a waiter or wine steward, who is wholly or mainly engaged in the supply of liquor from a bar or counter;

"bread" without limiting its ordinary meaning shall include buns, rolls, fancy bread, or any other similar wheaten product;

"casual hand" means an employee other than a part-time employee or a special function employee or labourer who may be employed in any capacity in the trade on an hourly basis for not more than three consecutive days;

"casual labourer" means an employee other than a part-time employee and/or casual hand and/or special function employee who may be employed in the occupation of a labourer on an hourly basis for not more than two consecutive days;

"catering" means that section of the trade in which the employer and employee are associated for the purpose of providing meals and/or refreshments at special functions, as defined;

"clerical employee" means an employee wholly or mainly engaged in writing, typing or any other form of clerical work and includes a telephone operator;

"cook or chef" means an employee other than a griller or grillhand engaged in the cooking and/or roasting and/or baking and/or preparation of meat and/or fish and/or vegetables for meals and includes the making and/or baking of confectionery and shall include such other articles of food ordinarily used in catering;

Springs en Kempton Park (met uitsondering van daardie gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het), *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by die werkgewers vir wie enigeeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

DIE NYWERHEIDSRAAD VIR DIE TEEKAMER-, RESTAURANT- EN PROVIANDERINGSBEDRYF, WITWATERSRAND.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Tearoom, Restaurant Proprietors' and Caterers' Association (hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Teekamer-, Restaurant- en Provianderingsbedryf.

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié dag wat die Minister kragtens artikel agt-en-veertig van die Wet mag vasstel en bly van krag vir vier jaar of vir dié tydperk wat hy mag bepaal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers en werknemers in die Teekamer-, Restaurant- en Provianderingsbedryf, wat lêde van die werkgewersorganisasie en die vakvereniging is, nagekom word in die landdrosdistrikte Krugersdorp (met inbegrip van daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermmentskennisgewing No. 2546 van 5 Desember 1947 in die landdrosdistrik Krugersdorp geval het), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Kempton Park, uitgesonderd daardie gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig;

"kroegman" 'n werknemer, uitgesonderd 'n manlike tafeldiende of wynkelner, wat uitsluitlik of hoofsaaklik drank uit 'n kroeg of oor 'n toonbank verskaf;

"brood" sonder om die gewone betekenis daarvan te beperk, ook bolletjies, kadetjies, luuksebrood, of 'n ander soortgelyke graanprodukt;

"los hulp" 'n werknemer, uitgesonderd 'n deeltydse werknemer of 'n werknemer of arbeider by spesiale funksies, wat vir hoogstens drie agtereenvolgende dae in enige hoedanigheid in die bedryf op 'n uurgrondslag in diens geneem mag word;

"los arbeider" 'n werknemer, uitgesonderd 'n deeltydse werknemer en/of los hulp en/of 'n werknemer by spesiale funksies, wat vir hoogstens twee agtereenvolgende dae in die hoedanigheid van 'n arbeider op 'n uurgrondslag in diens geneem mag word;

"proviandering" daardie deel van die bedryf waarin die werkgewer en die werknemer met mekaar geassosieer is met die doel om maaltye en/of verversings by spesiale funksies, soos gedefinieer, te verskaf;

"klerk" 'n werknemer wat uitsluitlik of hoofsaaklik skryf-, tik- of 'n ander vorm van klerklike werk verrig en omvat dit ook 'n telefonis;

"kok of sjef" 'n werknemer, uitgesonderd 'n braaier of braai-hulp, wat vleis en/of vis en/of groente vir maaltye kook en/of braai en/of bak en/of berei en omvat dit ook die maak en/of bak van banket en ook dié ander soorte voedsel wat gewoonlik in proviandering gebruik word;

"cook or chef, first grade," means a cook or chef who has had not less than three years' experience;

"cook or chef, second grade," means a learner cook or chef who has had not less than 18 months' experience, but not more than three years' experience;

"cook or chef, third grade," means a learner cook or chef who has had less than 18 months' experience;

"Council" means the Industrial Council of the Tearoom, Restaurant and Catering Trade, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Act;

"cashier" means an employee engaged solely in the taking of cash in an establishment;

"counterhand" means an employee other than a barman or cashier engaged on or in charge of a counter, whether movable or immovable, in an establishment, and who handles cash and sells goods and/or serves and/or prepares liquid refreshments and/or food;

"counterhand, qualified," means a counterhand who has had not less than 12 months' experience;

"counterhand, learner," means a counterhand who has had less than 12 months' experience;

"day" means 24 consecutive hours immediately following the time from which an employee is due to commence work;

"delivery employee" means an employee engaged in the delivery of orders from the employer's establishment by means other than an animal-drawn or mechanically propelled vehicle;

"establishment" means any place in or in connection with which one or more persons are employed in the Tearoom, Restaurant and Catering Trade, and shall include clubs and/or canteens operated for personal gain;

"experience" means the period or periods of employment in any particular class of work in the Tearoom, Restaurant and Catering Trade;

"floorwalker" means an employee engaged in the showing of customers to seats and generally supervising the service to customers in an establishment;

"griller or grillhand" means an employee engaged in the cooking of curry and/or similar dishes and/or making of grills and/or frying fish and/or chips and/or eggs and/or waffles and/or making popcorn and/or sandwiches and/or vet koeks and/or fish cakes and/or boils vegetables and/or sausages and/or boerewors and/or makes toast and/or who may in addition make salads and operate an ice cream dispenser;

"labourer" means an employee engaged in one or more of the following occupations in an establishment:—

- (a) Cleaning premises and/or furniture and/or utensils;
- (b) making and maintaining fires;
- (c) removing refuse;
- (d) cutting bread;
- (e) boiling water;
- (f) making tea and/or coffee and/or other beverages;
- (g) cleaning or plucking poultry, cleaning fish and/or fruit;
- (h) cleaning and cutting up vegetables;
- (i) carrying utensils and/or furniture, etc.;
- (j) parking cars;
- (k) delivering messages;
- (l) guarding premises by daylight;
- (m) weighing to a set scale;
- (n) opening or closing packets;
- (o) removing soiled cutlery, crockery or linen, from tables and/or motor vehicles;
- (p) gardening;
- (q) stacking and/or sorting bottles or similar articles;

"laundryhand" means an employee wholly or mainly employed in the washing and/or ironing in an establishment;

"manager" means an employee employed in and specifically charged by his employer with the overall supervision over, responsibility for and direction of the activities carried on or in connection with an establishment wherein there are employed not less than three employees excluding such first-mentioned employee;

"assistant manager" means an employee specifically charged by his employer to assist a manager in his duties in an establishment wherein there are employed not less than four employees excluding such first-mentioned employee;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any training or service for which he volunteers or which he elects to undergo;

"motor vehicle driver" means an employee other than a chauffeur who is wholly or mainly engaged in driving a motor vehicle;

"nightwatchman" means an employee, other than a labourer, who is engaged solely in the guarding of premises and other immovable or movable property between the hours of sunset and sunrise;

"order clerk and/or despatch clerk and/or caller" means an employee engaged in an establishment for the purpose of receiving orders and/or supervising the despatch thereof;

"kok of sjef, eerste graad," 'n kok of sjef met minstens drie jaar ondervinding;

"kok of sjef, tweede graad," 'n leerlingkok of -sjef met minstens 18 maande ondervinding, maar nie meer as drie jaar ondervinding nie;

"kok of sjef, derde graad," 'n leerlingkok of -sjef met minder as 18 maande ondervinding;

"Raad" die Nywerheidsraad vir die Teekamer-, Restaurant- en Provianderingsbedryf wat ooreenkomstig artikel twee van die Wet op Nywerheidsversoening, 1924, geregistreer is en geag word ooreenkomstig die Wet geregistreer te wees;

"kassier" 'n werknemer wat uitsluitlik kontant in 'n bedryfsinrigting inbring;

"toonbankhulp" 'n werknemer, uitgesonderd 'n kroegman of kassier, wat in 'n bedryfsinrigting by 'n toonbank werksaam of daarvoor verantwoordelik is, afgesien daarvan of sodanige toonbank beweegbaar of vas is, en wat kontant hanteer en goedere verkoop en/of opdis en/of vloeiare verversings en/of voedsel berei;

"toonbankhulp, gekwalifiseer," 'n toonbankhulp met minstens 12 maande ondervinding;

"toonbankhulp, leerling," 'n toonbankhulp met minder as 12 maande ondervinding;

"dag" 24 agtereenvolgende ure wat onmiddellik volg op die tyd waarop 'n werknemer moet begin werk;

"afleweringswerknemer" 'n werknemer wat bestellings vanuit die werkgewer se bedryfsinrigting aflewer deur middel van 'n ander voertuig as 'n bespanne of meganisaangedrewe voertuig;

"bedryfsinrigting" enige plek waarin of in verband waarmee een of meer persone in die Teekamer-, Restaurant- en Provianderingsbedryf in diens is en omvat dit ook klubs en/of kantene wat vir persoonlike wins gedryf word;

"ondervinding" die dienstydyperk of -tydperke in 'n besondere klas werk in die Teekamer-, Restaurant- en Provianderingsbedryf;

"vloeropsigter" 'n werknemer wat klante hulle sitplekke aanwys en oor die algemeen toesig hou oor die diens gelewer aan klante in 'n bedryfsinrigting;

"braaiër of braaihulp" 'n werknemer wat kerrie- en/of soortgelyke geregte gaarmaak en/of braaigeregte berei en/of vis en/of aartappelskyfies en/of eiers en/of wafels bak en/of springmielies maak en/of toebroodjies en/of vetkoek en/of viskoek maak en/of groente en/of wors en/of boerewors gaarmaak en/of brood rooster en/of wat daarbenewens slaai mag maak en 'n roomysmasjien mag bedien;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede in 'n bedryfsinrigting verrig:—

- (a) Persele en/of meubels en/of gereedskap skoonmaak;
- (b) vure maak en in stand hou;
- (c) vuilgoed verwyder;
- (d) brood sny;
- (e) water kook;
- (f) tee en/of koffie en/of ander drankte maak;
- (g) pluimvee skoonmaak of pluk, vis en/of vrugte skoonmaak;
- (h) groente skoonmaak en opsnij;
- (i) gereedskap en/of meubels, ens., dra;
- (j) motors parkeer;
- (k) boodskappe aflewer;
- (l) persele gedurende die dag bewaak;
- (m) op 'n vasgestelde skaal weeg;
- (n) pakkies oop- of toemaak;
- (o) vuil messegoed, breekgoed of linne van tafels en/of motorvoertuie verwyder;
- (p) tuinmaak;
- (q) bottels of soortgelyke artikels opstapel en/of sorteer;

"wasseryhulp" 'n werknemer wat uitsluitlik of hoofsaaklik was- en/of strykwerk in 'n bedryfsinrigting verrig;

"bestuurder" 'n werknemer wat werksaam is in en spesifiek deur sy werkgewer belas word met die algehele toesig oor, verantwoordelikheid vir en leiding van die werksaamhede wat verrig word in of in verband met 'n bedryfsinrigting waarin daar, met uitsondering van sodanige eersgenoemde werknemer, minstens drie werknemers in diens is;

"assistent-bestuurder" 'n werknemer wat spesifiek deur sy werkgewer belas word om 'n bestuurder by te staan in sy pligte in 'n bedryfsinrigting waarin daar, met uitsondering van sodanige eersgenoemde werknemer, minstens vier werknemers in diens is;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2), van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan, maar dit omvat geen opleiding wat hy ooreenkomstig artikel drie-en-twintig van genoemde Wet mag verkies om te ondergaan nie en ook geen opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"motorvoertuigbestuurder" 'n werknemer, uitgesonderd 'n chauffeur, wat uitsluitlik of hoofsaaklik 'n motorvoertuig bestuur;

"nagwag" 'n werknemer, uitgesonderd 'n arbeider, wat uitsluitlik persele en ander los of vaste eiendom tussen sonder en sonop bewaak;

"bestelklerk en/of versendingsklerk en/of roeper" 'n werknemer wat bestellings in 'n bedryfsinrigting neem en/of toesig hou oor die versending daarvan;

"order clerk and/or despatch clerk and/or caller (qualified)" means an order clerk or despatch clerk or caller who has had not less than 12 months' experience;

"order clerk and/or despatch clerk and/or caller (unqualified)" means a learner order clerk, despatch clerk or caller who has had less than 12 months' experience;

"packer or wrapper" means a person wholly or mainly employed in an establishment for the purpose of packing or wrapping edibles for sale, delivery or despatch;

"pantryhand" means an employee engaged in mixing drinks, other than liquor, preparing cold dishes, keeping control of crockery, cutlery, glass ware, napery and pantry requirements and attending to requirements in respect of linen, vegetables, fruit and stores;

"part-time employee" means an employee employed as a counterhand, waiter or wine steward who shall not be permitted to work more than five hours per day on five days of the week and six hours on the sixth day;

"premises" includes any land, structure, vehicle or vessel;

"pedlar" means an employee, other than a waiter or theatre part-time vendor and/or vendor, who offers or exposes for sale goods or edibles or liquid refreshments for consumption from any vehicle propelled by himself or otherwise;

"sandwich" means bread and/or toast which contains ingredients whether served open or closed, hot or cold;

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

"special function caterers' labourer" means an employee engaged by the month in the occupation of a labourer by a special function caterer, for special functions;

"special function employee" means an employee engaged by the hour to work at special functions;

"spreadover" means the period in any one day from the time when an employee begins work to the time of finishing work on the same day;

"storeman" means an employee who has control of and is responsible for the issuing of stores, including grocery, confectionery, cutlery, crockery and linen ordinarily required in the conduct of an establishment;

"assistant storeman" means an employee who, under the supervision of a storeman, performs the duties of a storeman;

"supervisor" means an employee who supervises the work of all employees in an establishment;

"theatre part-time counterhand" means an employee employed by the month, during the periods of a performance in a theatre or bioscope on duties similar to those of a counterhand for not more than five hours per day on five days and six hours on one day of each week;

"theatre part-time vendor" means an employee, other than a theatre part-time counterhand or usherette who sells goods during the period of a performance of a theatre or bioscope;

"Tearoom, 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—

(i) used as public restaurants, fish and chips shops, cafés or tearooms; and/or

(ii) wherefrom are supplied meals and/or non-alcoholic refreshments; and/or

(iii) wherein are supplied aerated or mineral waters in glasses or other containers for consumption thereon;

(iv) 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;

(v) in respect of which there is held a wine and malt liquor licence or a restaurant 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 paragraph (i), (ii), (iii) or (iv);

but does not include such activities carried on in—

(a) premises other than those referred to in paragraph (v) 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 an employer who is the holder of the said licences;

"unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles; Provided that in the case of a two or three-wheeled motor cycle, motor scooter, auto cycle or cycle fitted with an auxiliary engine, with an engine capacity exceeding 50 c.c. the unladen weight shall be deemed to be under 1,000 lb.

"bestelklêr en/of versendingsklêr en/of roeper (gekwalifiseer)" 'n bestelklêr of versendingsklêr of roeper met minstens 12 maande ondervinding;

"bestelklêr en/of versendingsklêr en/of roeper (ongekwalifiseer)" 'n leerlingbestelklêr, -versendingsklêr of -roeper met minder as 12 maande ondervinding;

"verpakker of toedraaier" 'n persoon wat in 'n bedryfsinrigting uitsluitlik of hoofsaaklik eetware vir verkoop, aflewering of versending verpak of toedraai;

"spenshulp" 'n werknemer wat drankte meng, uitgesonderd sterk drank, koue geregte berei, beheer uitoefen oor breekgoed, messegoed, glasware, tafellinne en spensbenodigdhede en wat sorg vir die nodige linne, groente, vrugte en voorrade;

"deeltydse werknemer" 'n werknemer in diens as 'n toonbankhulp, manlike tafelbediende of wynkelner wat nie toegelaat moet word om vir meer as vyf uur per dag op vyf dae van die week en ses uur op die sesde dag te werk nie;

"perseel" ook enige grond, struktuur, voertuig of vaartuig;

"venter" 'n werknemer, uitgesonderd 'n manlike tafelbediende of 'n deeltydse verkoper en/of verkoper in 'n teater, wat goedere of eetware of vloeiware verversings vanuit 'n voertuig wat deur homself of op 'n ander manier aangedryf word, te koop aanbid of vir verkoop ten toon stel;

"toebroodjie" brood en/of roosterbrood wat bestanddele bevat, of dit oop of toe, warm of koud opgedis word;

"spesiale funksie" 'n vermaaklikheid soos 'n dinnee, dans, sportgeleentheid of 'n ontvangs by 'n sosiale of sportgeleentheid of ter viering van 'n gebeurtenis;

"provianderingsarbeider by spesiale funksies" 'n werknemer wat deur 'n proviandeerder vir spesiale funksies op 'n maandelikse grondslag as 'n arbeider vir spesiale funksies in diens geneem word;

"werknemer by spesiale funksies" 'n werknemer wat op 'n uurgrondslag in diens geneem word by spesiale funksies;

"werkdagbestek" die tydperk op 'n bepaalde dag vanaf die tyd waarop 'n werknemer begin werk tot die tyd waarop hy op dieselfde dag ophou om te werk;

"pakhuisman" 'n werknemer wat beheer het oor en verantwoordelik is vir die uitreiking van voorrade, met inbegrip van kruidentersware, banket, messegoed en breekgoed en linne wat gewoonlik vir die dryf van 'n bedryfsinrigting nodig is;

"assistent-pakhuisman" 'n werknemer wat, onder die toesig van 'n pakhuisman, die pligte van 'n pakhuisman uitvoer;

"toesighouer" 'n werknemer wat toesig hou oor die werk van al die werknemers in 'n bedryfsinrigting;

"deeltydse toonbankhulp in 'n teater" 'n werknemer wat gedurende opvoerings in 'n teater of bioskoop vir hoogstens vyf uur per dag op vyf dae en ses uur op een dag van elke week op 'n maandelikse grondslag in diens geneem word vir pligte wat soortgelyk is aan dié van 'n toonbankhulp;

"deeltydse verkoper in 'n teater" 'n werknemer, uitgesonderd 'n deeltydse toonbankhulp in 'n teater of 'n plekaanwysster, wat goedere verkoop gedurende 'n opvoering in 'n teater of bioskoop;

"Teekamer-, Restaurant- en Provianderingsbedryf" die bedryf waarin die werkgewer en die werknemer met mekaar geassosieer is vir die verskaffing van maaltye en/of toebroodjies en/of verversings in of vanuit 'n bedryfsinrigting, hetsy permanent, tydelik, binnenshuis of in die opelug, en omvat dit die werksaamhede wat uitgevoer word op persele—

(i) wat gebruik word as publieke restaurants, vis-en-aartappelskifiewinkels, kafees of teekamers; en/of

(ii) waaruit maaltye en/of nie-alkoholiese verversings verskaf word; en/of

(iii) waarin spuit- of mineraalwater in glase of ander houers vir verbruik op die perseel verskaf word;

(iv) waarin of waaruit die werksaamhede hierbo genoem, verrig word ten opsigte van of in verband met 'n teater, bioskoop, kafee-bioskoop of ander vermaaklikheid of funksie;

(v) ten opsigte waarvan daar 'n wyn- en moutdranklisensie gehou word wat ooreenkomstig die Drankwet, 1928, vir die eerste keer na 17 Mei 1938 verkry is, en waarop die vernaamste werksaamhede binne die bestek van paragraaf (i), (ii), (iii) of (iv) val;

maar omvat dit nie dié werksaamhede nie wat verrig word in—

(a) ander persele as dié wat in paragraaf (v) gemeld word en ten opsigte waarvan 'n dranklisensie gehou word;

(b) losieshuise of 'n bedryfsinrigting ten opsigte waarvan 'n Naturelle-eethuislisensie vereis word of 'n bedryfsinrigting wat uitsluitlik voedsel of verversings aan nie-Blankes verskaf;

met dien verstande dat enige uitsluiting uit die bestek van hierdie omskrywing ten opsigte van persele wat 'n dranklisensie het, geag word slegs daardie gedeelte van die betrokke perseel uit te sluit waarin die verkoop van drank toegelaat word by die dranklisensies wat gehou word deur die werkgewer wat die houer van genoemde lisensies is;

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos gemeld op 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig word om lisensies ten opsigte van motorvoertuie uit te reik; met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie, outofiets of fiets wat uitgerus is met 'n hulpmotor met 'n silinderinhoud van meer as 50 c.c., die onbelaste gewig geag word minder as 1,000 lb. te wees.

"vehicle" means any kind of carriage or conveyance;
 "vendor" means an employee, other than a waiter or delivery employee who collects orders and delivers same and/or who may in addition carry and sell goods;
 "waiter" means an employee, other than a theatre vendor, a wine steward or counterhand who is engaged in serving meals and/or refreshments to customers in an establishment, either at a table and/or motor vehicle, and who may receive payment for any order taken and/or executed by him and who sets tables and is responsible for crockery, cutlery and who may, in addition, make sandwiches and/or salads;
 "week" means a period of seven consecutive days from date of engagement of an employee;
 "wine steward" means an employee who serves liquor to customers in a restaurant, refreshment or tearoom.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, but does not prevent the payment of higher wages:—

	Per Month. R
(i) Barman.....	50.00
(ii) Cashier.....	27.43
(iii) Casual hand.....	Per Hour. 35c
With a minimum of.....	Per Day. 70c
When required to work more than two hours:..	Per Hour. 30c
(iv) Casual labourer.....	Per Hour. 15c
With a minimum of.....	Per Day. 30c
When required to work more than two hours..	Per Hour. 12½c
(v) Clerical employee.....	Per Month. R 27.43
(vi) Cook or chef:—	
Learner:—	
During first 18 months of employment....	15.50
During second 18 months of employment	19.50
Qualified.....	26.00
Provided that an employer shall not employ a learner cook or chef, unless he has in his employ a qualified cook or chef, and for each qualified cook or chef employed, not more than one learner cook or chef may be employed by him.	
(vii) Counterhand, Order clerk, Despatch clerk or	
Caller:—	R
Learner.....	21.00
Qualified.....	27.43
Provided that an employer shall not employ a learner counterhand, order clerk, despatch clerk or caller, unless he has in his employ a qualified counterhand, order clerk, despatch clerk or caller, and for each qualified counterhand, order clerk, despatch clerk or caller employed, not more than one learner counterhand, order clerk, despatch clerk or caller may be employed by him.	
(viii) Delivery employee.....	R 17.00
(ix) Floor walker.....	27.43
(x) Griller or grillhand.....	21.00
(xi) Labourer:—	
Under the age of 18 years.....	11.50
Male.—Over 18 years of age.....	17.00
Female.—Over 18 years of age.....	14.50
Not more than one labourer under the age of 18 may be employed in any one establishment.	
(xii) Laundryhand.....	R 18.41
(xiii) Manager.....	60.00
(xiv) Assistant manager.....	40.00
(xv) Motor vehicle (whose unladen weight exceeds 1,250 lb.) driver.....	37.00
Motor vehicle (whose unladen weight exceeds 100 lb. but not more than 1,250 lb.) driver..	21.66
(xvi) Nightwatchman.....	18.00
(xvii) Packer or wrapper.....	21.00
(xviii) Pantryhand.....	26.00
(xix) Part-time barman.....	33.00
Part-time cashier.....	16.09
Part-time counterhand.....	16.09
Part-time waiter.....	16.09
Part-time wine steward.....	19.50
(xx) Pedlar.....	27.43
(xxi) Special function caterer's labourer.....	17.09

"voertuig" enige soort rytuig of vervoer;
 "verkoper" 'n werknemer, uitgesonderd 'n manlike tafelbediende of afleveringswerknemer, wat bestellings neem en dit aflewer en/of wat daarbenewens goedere mag dra en verkoop;
 "manlike tafelbediende" 'n werknemer, uitgesonderd 'n verkoper in 'n teater, 'n wynkelner of toonbankhulp, wat maaltje en/of verversings aan klante in 'n bedryfsinrigting of by 'n tafel en/of in 'n motorvoertuig opdis en wat betaling mag ontvang vir 'n bestelling wat hy geneem en/of uitgevoer het en wat tafels dek en verantwoordelik is vir breekgoed, messegoed en wat daarbenewens toebroodjies en/of slaai mag maak;
 "week" 'n tydperk van sewe agtereenvolgende dae vanaf die datum waarop 'n werknemer in diens geneem is;
 "wynkelner" 'n werknemer wat drank aan klante in 'n restaurant, verversings- of teekamer opdis.

4. LONE.

(1) Geen lone wat laer as die volgende is, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:—

	Per maand. R
(i) Kroegman.....	50.00
(ii) Kassier.....	27.43
(iii) Los hulp.....	Per uur. 35c
Met 'n minimum van.....	Per dag. 70c
Wanneer vereis word om vir meer as twee uur te werk.....	Per uur. 30c
(iv) Los arbeider.....	Per uur. 15c
Met 'n minimum van.....	Per dag. 30c
Wanneer vereis word om vir meer as twee uur te werk.....	Per uur. 12½c
(v) Klerk.....	Per maand. R 27.43
(iv) Kok of sjef:—	
Leerling:—	
Gedurende 1ste 18 maande diens.....	15.50
Gedurende 2de 18 maande diens.....	19.50
Gekwalifiseer.....	26.00
Met dien verstande dat 'n werkgewer nie 'n leerlingkok of -sjef in diens moet neem nie tensy hy 'n gekwalifiseerde kok of sjef in sy diens het, en vir elke gekwalifiseerde kok of sjef in diens, mag hy nie meer as een leerlingkok of -sjef in diens neem nie.	
(vii) Toonbankhulp, Bestelklerk, Versendingsklerk of	
Roeper:—	R
Leerling.....	21.00
Gekwalifiseer.....	27.43
Met dien verstande dat 'n werkgewer nie 'n leerlingtoonbankhulp, -versendingsklerk of -roeper in diens mag neem nie tensy hy 'n gekwalifiseerde toonbankhulp, bestelklerk, versendingsklerk of roeper in sy diens het, en vir elke gekwalifiseerde toonbankhulp, bestelklerk, versendingsklerk of roeper in diens, mag hy nie meer as een leerlingtoonbankhulp, -bestelklerk, -versendingsklerk of -roeper in diens neem nie.	
(viii) Afleveringswerknemer.....	R 17.00
(ix) Vloeropsigter.....	27.43
(x) Braaier of Braaihulp.....	21.00
(xi) Arbeider:—	
Jonger as 18 jaar.....	11.50
Manlik.—Ouer as 18 jaar.....	17.00
Vroulik.—Ouer as 18 jaar.....	14.50
Hoogstens een arbeider wat jonger as 18 jaar is, mag in 'n bepaalde bedryfsinrigting in diens geneem word.	
(xii) Wasseryhulp.....	R 18.41
(xiii) Bestuurder.....	60.00
(xiv) Assistent-bestuurder.....	40.00
(xv) Motorvoertuigbestuurder (waar die onbelaste gewig van die voertuig meer as 1,250 lb. is).. Motorvoertuigbestuurder (waar die onbelaste gewig van die voertuig meer as 100 lb. is maar nie meer as 1,250 lb. nie).....	37.00 21.66
(xvi) Nagwag.....	18.00
(xvii) Verpakker of toedraaier.....	21.00
(xviii) Spenshulp.....	26.00
(xix) Deeltydse kroegman.....	33.00
Deeltydse kassier.....	16.09
Deeltydse toonbankhulp.....	16.09
Deeltydse manlike tafelbediende.....	16.09
Deeltydse wynkelner.....	19.50
(xx) Venter.....	27.43
(xxi) Provianderingsarbeider by spesiale funksies.....	17.09

(xxii) Special function employees:—

Special Function Employees.	Before Midnight.		After Midnight.	With a minimum of not less than—
	Rate per hour for first two hours.	Rate per hour or part thereof in excess of two hours.	Rate per hour or part thereof.	Per Function.
	Cents.	Cents.	Cents.	R c
Barman.....	60	45	60	1 20
Cahier.....	40	35	40	80
Cook.....	47½	40	47½	95
Counterhand.....	40	35	40	80
Griller.....	40	35	40	80
Labourer.....	15	12½	15	30
Manager.....	60	45	60	1 20
Pantryhand.....	40	35	40	80
Supervisor.....	47½	40	47½	95
Vendor.....	20	20	20	40
Waiter.....	40	35	40	80
Wine steward.....	47½	40	47½	95

Per Month.
R

(xxiii) Storeman.....	29.24
(xxiv) Assistant storeman.....	21.00
(xxv) Supervisor.....	29.24
(xxvi) Theatre part-time counterhand.....	16.09
(xxvii) Theatre vendor.....	7.50
(xxviii) Vendor.....	21.00
(xxix) Waiter (male or female):—	

Learner:—

During first 6 months of employment.... 16.00

During second six months of employment.... 18.00

Qualified..... 21.92½

Not more than one learner waiter may be employed in an establishment before an experienced waiter is employed, and provided further that at least one half of the waiters employed in an establishment shall receive not less than R21.92½ per month.

(xxx) Wine steward.....	28.00
(xxxi) All others not otherwise specified.....	20.00

(2) *Cost of Living Allowance.*—Each employee shall be paid at the same time as his other remuneration is paid a cost of living allowance not less than prescribed in War Measure No. 43 of 1942, or any amendment thereof.

5. PAYMENT OF WAGES.

(1) (a) The wages, cost of living allowance and remuneration for overtime of employees shall become due and be paid in cash monthly, and shall in any case be paid not later than three days after they are due; provided that, if the services of an employee are terminated at any time before the usual pay-day of such employee, wages, cost of living allowance, holiday pay, and any remuneration for overtime due to the employee shall be paid not later than three days after such termination.

(b) The wages and cost of living allowances of special function caterers employees shall be paid not later than the Thursday afternoon of each week following the function, and shall be accompanied by a pay card showing how the amount paid is arrived at.

(c) No employer shall reduce the wages of an employee who at the time this Agreement comes into effect or thereafter is paid a wage higher than the minimum prescribed in this Agreement.

(2) (a) No employee shall be required as part of his contract of employment to lodge with the employer or to purchase any goods from the employer. Any employee, other than a labourer, a griller or a delivery employee, or a laundryhand, who agrees to lodge with the employer, or at a place nominated by the employer, shall not be required or permitted to pay more than the amount paid by the employer for such lodging and shall at no time exceed R4 per month. An employee who agrees to take any meals, other than those supplied in terms of section 6 (1) of this Agreement, shall not be required to pay more than 12½ cents per meal.

(xxii) Werknemers by spesiale funksies:—

Werknemers by Spesiale Funksies.	Voor Middernag.		Na Middernag.	Met onderstaande minimum.
	Uurloon vir die eerste twee uur.	Uurloon vir elke uur of gedeelte daarvan meer as twee uur.	Loon per uur of gedeelte daarvan.	Per Funksie.
	Sent.	Sent.	Sent.	R c
Kroegman.....	60	45	60	1 20
Kassier.....	40	35	40	80
Kok.....	47½	40	47½	95
Toonbankhulp.....	40	35	40	80
Braaier.....	40	35	40	80
Arbeider.....	15	12½	15	30
Bestuurder.....	60	45	60	1 20
Spenshulp.....	40	35	40	80
Toesighouer.....	47½	40	47½	95
Verkoper.....	20	20	20	40
Manlike tafelbediende.....	40	35	40	80
Wynkelner.....	47½	40	47½	95

Per maand.
R

(xxiii) Pakhuisman.....	29.24
(xxiv) Assistent-pakhuisman.....	21.00
(xxv) Toesighouer.....	29.24
(xxvi) Deeltydse toonbankhulp in 'n teater.....	16.09
(xxvii) Verkoper in 'n teater.....	7.50
(xxviii) Verkoper.....	21.00
(xxix) Tafelbediende (man of vrou):—	

Leerling:—

Gedurende eerste ses maande diens..... 16.00

Gedurende tweede ses maande diens..... 18.00

Gekwalifiseer..... 21.92½

Nie meer as een leerlingtafelbediende mag in 'n bedryfsinrigting in diens geneem word nie tensy 'n ervare tafelbediende in diens geneem is, en minstens die helfte van die tafelbediendes wat in 'n bedryfsinrigting in diens is, moet minstens R21.92½ per maand ontvang.

(xxx) Wynkelner.....	28.00
(xxxi) Alle ander werknemers wat nie elders gespesifiseer is nie.....	20.00

(2) *Lewenskostoelae.*—Elke werknemer moet minstens die lewenskostoelae wat voorgeskryf word in Oorlogsmaatreël No. 43 van 1942, soos gewysig, saam met sy ander besoldiging betaal word.

5. BETALING VAN LONE.

(1) (a) Die lone, lewenskostoelae en oortydbesoldiging van werknemers is maandeliks verskuldig en moet maandeliks in kontant betaal word, en wel nie later nie as drie dae nadat dit verskuldig geword het; met dien verstande dat indien die diens van 'n werknemer te eniger tyd voor die gewone betaaldag van sodanige werknemer beëindig word, sy loon, lewenskostoelae, vakansiebetaling en alle besoldiging wat aan die werknemer verskuldig is vir oortydwerk, nie later nie as drie dae na sodanige beëindiging betaal moet word.

(b) Die lone en lewenskostoelae van provianderingswerknemers by spesiale funksies moet voor of op die Donderdagmiddag van elke week wat volg op die funksie, betaal word en moet vergesel gaan van 'n betaalkaart wat aantoon hoe die betaalbare bedrag uitgewerk is.

(c) 'n Werkgewer mag nie die loon van 'n werknemer wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms of daarna 'n loon betaal word wat hoër is as die minimum wat in hierdie Ooreenkoms voorgeskryf word, verlaag nie.

(2) (a) Daar mag nie van 'n werknemer vereis word om, as deel van sy dienskontrak, huisvesting van sy werkgewer aan te neem of om goedere van die werkgewer te koop nie. 'n Werknemer (uitgesonderd 'n arbeider, 'n braaier of 'n afleweringswerknemer, of 'n wasseryhulp) wat toestem om huisvesting van die werkgewer aan te neem of om op 'n plek te woon wat die werkgewer aanwys, mag nie toegelaat word of daar mag nie van hom vereis word om meer as die bedrag wat die werkgewer vir sodanige woonplek betaal, te betaal nie, en dié bedrag mag onder geen omstandighede meer as R4 per maand bedra nie. Van 'n werknemer wat instem om maaltye te neem, uitgesonderd dié wat ingevolge klousule 6 (1) van hierdie Ooreenkoms verskaf word, mag nie vereis word om meer as 12½ sent per maaltyd te betaal nie.

(b) A labourer, a griller, a laundryhand or a delivery employee who agrees to lodge with his employer shall not be required to pay more than R1 per month; if full board is supplied shall not be required to pay more than R4 (four rand) in addition per month. Where two meals are provided, an amount of R2.67 shall be paid.

(3) No deductions of any description whatsoever shall be made from or against an employee's wages otherwise than as provided in this Agreement.

(4) (a) Should an employee be guilty of—

- (i) causing malicious damage;
- (ii) causing malicious breakage;
- (iii) failing to return any uniform supplied in terms of clause 12 hereof on termination or employment;

he shall be liable to have deducted from wages such amount not exceeding the amount of the damage occasioned or the value of the uniform, as the Council may decide. Any such deduction shall be paid into the funds of the Council.

(b) Any person engaged exclusively in the occupation of a cashier shall be liable for any shortages in cash.

(5) When an employee is absent from work without the permission of the employer a pro rata amount may be deducted from the employee's wages for the period of such absence.

(6) With the written consent of the employee, deductions may be made by an employer from his wages for sick, insurance, provident or pension funds.

(7) Where an employer is compelled by Law (Statutory or otherwise) or Ordinances or legal processes to make payment for or on behalf of an employee, any amount so paid may be deducted from such employee's wages.

(8) *Commission.*—No employee shall be permitted to work on a commission basis only; provided that an employer may pay commission over and above the minimum scale of wages laid down.

(9) *Calculating Rates of Pay.*—For the purpose of calculating the daily rates of wages, the monthly prescribed wage paid shall be divided by 30 and the hourly rate of pay shall be arrived at by dividing the said daily rates of pay by 9 in the case of labourers, delivery employees, grillers and laundryhands, 5 in the case of part-time employees, and 8 in the case of all other employees.

(a) *Calculation of Weekly Wage.*—Whenever the wage due to an employee in terms of clause (4) (1) is paid weekly, the amount of such wage shall be calculated by dividing the monthly wage by 30 and multiplying the result by 7.

(b) *Special Functions.*—For the purpose of determining the actual number of hours to be paid, work shall be deemed to commence from the time the employee is requested to present himself for work until he shall have left the place of function and any time lost (other than in travelling) in excess of half an hour, after the termination of a function shall be deemed to be time worked, provided however, that all times spent in travelling in excess of 2 hours shall be paid for at normal hourly rates.

(10) *Overtime.*—No employees shall be required or permitted to work more than 6 (six) hours overtime in any one week without the written consent of the Council. Overtime shall be paid for at one and one-third times the hourly wage. For the purpose of this clause, "wage" shall be deemed to include cost-of-living allowance.

6. GENERAL.

(1) *Meals.*—Each employee (other than a labourer, a delivery employee, a griller, a laundryhand, part-time employee, a theatre part-time counterhand, or a theatre vendor) shall be entitled to not less than two meals to the value of 12½ cents per meal in each working day, or at the option of the employer, in lieu of each meal the sum of 12½ cents. In the case of a special function employee who is employed for a period of not less than 5 hours, a meal to the value of 12½ cents shall be supplied.

(2) *Time Allowed for Meals.*—In no case shall an employee be allowed less than half an hour for each meal, taken whilst on duty; provided however, that any period of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

(4) Not more than one manager and an assistant manager may be employed in any one establishment.

7. DIFFERENTIAL RATES.

An employer who requires or permits an employee to perform, for longer than one hour in the aggregate on any day, whether in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in clause 4 of this Agreement, shall pay such employee the rate of wage laid down for the most highly paid of the occupations in which he is employed during such day.

(b) Daar mag nie van 'n arbeider, 'n braaier, 'n wasseryhulp of 'n afleweringswerknemer wat instem om huisvesting van sy werkgever aan te neem, vereis word om meer as R1 per maand te betaal nie; indien alle etes verskaf word, mag daar nie van hom vereis word om, benewens die R1, meer as R4 (vier rand) per maand te betaal nie. Waar daar twee maaltye verskaf word, moet 'n bedrag van R2.67 betaal word.

(3) Behoudens die bepalings van hierdie Ooreenkoms, mag geen bedrag hoegehaamd van 'n werknemer se loon afgetrek of teen sodanige loon in mindering gebring word nie.

(4) (a) Indien 'n werknemer—

- (i) kwaadwillig skade berokken;
- (ii) kwaadwillig breeskade veroorsaak;
- (iii) nie 'n uniform wat ingevolge klousule 12 hiervan aan hom verskaf is, by diensbeëindiging teruggee nie;

mag dié bedrag wat die Raad mag bepaal en wat nie meer as die bedrag van die skade wat berokken is of die waarde van die uniform beloop nie, van sy loon afgetrek word. Sodanige aftrekking moet in die fondse van die Raad gestort word.

(b) Enigeen wat uitsluitlik as 'n kassier werksaam is, is aanspreeklik vir enige kastekort.

(5) Wanneer 'n werknemer van sy werk afwesig is sonder die toestemming van die werkgever, mag 'n *pro rata* bedrag vir die tydperk van sodanige afwesigheid van die werknemer se loon afgetrek word.

(6) 'n Werkgever mag met die skriftelike toestemming van die werknemer bedrae vir siekte-, versekerings-, voorsorgs- of pensioenfondse van sy loon aftrek.

(7) Waar 'n werkgever ingevolge 'n wet of ordonnansie of regsproses 'n bedrag vir of ten behoeve van 'n werknemer moet betaal, mag 'n bedrag wat aldus betaal is, van sodanige werknemer se loon afgetrek word.

(8) *Kommissie.*—Geen werknemer word toegelaat om slegs op 'n kommissiegrondslag te werk nie; met dien verstande dat 'n werkgever kommissie mag betaal bo en behalwe die vasgestelde minimum loon.

(9) *Berekening van loon.*—Om die dagloon te bereken, moet die voorgeskrewe maandelikse loon wat betaal word, gedeel word deur 30, en die uurloon moet uitgewerk word deur genoemde dagloon deur 9 te deel in die geval van arbeiders, afleweringswerknemers, en deur 8 in die geval van alle ander werknemers.

(a) *Berekening van weekloon.*—Wanneer die loon wat ingevolge klousule 4 (1) aan 'n werknemer verskuldig is, weekliks betaal word, moet die bedrag van sodanige loon bereken word deur die maandloon deur 30 te deel en die resultaat met 7 te vermenigvuldig.

(b) *Spesiale funksies.*—Om die werklike getal ure waarvoor daar betaal moet word, vas te stel, word werk geag te begin vanaf die tyd waarop die werknemer hom, soos versoek, vir werk aanmeld en voort te duur totdat hy die plek waar die funksie plaasvind, verlaat het, en enige tyd meer as 'n halfuur wat na die beëindiging van 'n funksie verlore gegaan het (uitgesonderd reistyd) word geag tyd te wees waarin daar gewerk is; met dien verstande egter dat daar vir alle tyd wat langer as twee uur aan reis bestee word, betaal moet word teen die gewone uurloon.

(10) *Oortydwerk.*—Daar mag nie van 'n werknemer vereis word of hy mag nie toegelaat word om meer as 6 (ses) uur in 'n bepaalde week oortyd te werk sonder die skriftelike toestemming van die Raad nie. Daar moet vir oortydwerk betaal word teen een en een-derde maal die uurloon. Vir die toepassing van hierdie klousule word "loon" geag die lewenskostoelae in te sluit.

6. ALGEMEEN.

(1) *Etes.*—Elke werknemer (uitgesonderd 'n arbeider, 'n afleweringswerknemer, 'n braaier, 'n wasseryhulp, 'n deeltydse werknemer, 'n deeltydse toonbankhulp in 'n teater, of 'n verkoper in 'n teater) is geregtig op minstens twee etes ter waarde van 12½ sent per ete op elke werkdag of, as die werkgever dit verkies, op die bedrag van 12½ sent in plaas van elke ete. Waar 'n werknemer by 'n spesiale funksie vir 'n tydperk van minstens 5 uur in diens geneem word, moet 'n ete ter waarde van 12½ sent aan hom verskaf word.

(2) *Tyd toegelaat vir etes.*—In geen geval moet daar minder as 'n halfuur aan 'n werknemer toegestaan word nie vir elke ete wat hy nuttig terwyl hy op diens is; met dien verstande egter dat enige werktydperk wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(3) Geen premie mag vir die opleiding van enigenen gevra of aangeneem word nie.

(4) Hoogstens een bestuurder en een assistent-bestuurder mag in 'n bepaalde bedryfsinrigting in diens geneem word.

7. DIFFERENSIËLE LOON.

'n Werkgever wat van 'n werknemer vereis of hom toelaat om langer as altesaam een uur op 'n dag, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in klousule 4 van hierdie Ooreenkoms voorgeskryf word, moet so 'n werknemer betaal teen die loon vir dié werk, gedurende sodanige dag deur hom verrig, waarvoor die hoogste loon voorgeskryf word.

8. HOURS OF WORK.

- (1) The hours of labour shall not exceed—
- in the case of a griller, a delivery employee, a labourer or a laundryhand, 9 hours per day to be completed within 14 hours from time of commencing work on six days of the week;
 - in the case of special function caterers labourers, 50 hours per week;
 - in the case of a motor vehicle driver, 50 hours per week which shall include all periods of driving, any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is required to remain at his post in readiness to work, when required;
 - part-time employees—5 hours per day on five days of the week and 6 hours on the sixth day;
 - in the case of all other employees—
 - eight hours per day to be completed within twelve hours from the time of commencing work on four days of the week;
 - five hours on one day of each week, to be completed within six hours from time of commencing work;
 - nine hours on one day of each week to be completed within fourteen hours of the time of commencing work.
- (2) (i) Every employee, other than a part-time employee, theatre vendor, motor vehicle driver, griller, delivery employee, labourer, special function caterers labourer and laundryhand, shall be granted one day off per week, and in addition one weekly half day on full pay.
- (ii) Part-time employees, theatre vendors, motor vehicle drivers, grillers, delivery employees, labourers, special function labourers and laundryhands shall be granted one whole day off per week on full pay.

(3) No employee under the age of 16 years, other than a labourer, shall be required to work later than 8 p.m. on any day.

(4) *Savings clause.*—Notwithstanding anything hereinbefore contained, no employer shall permit or require his employee to work on his day off.

(5) The provisions of this clause shall not apply to any person employed as a manager, an assistant manager or a person exclusively guarding premises.

9. TIME SHEET.

(1) Every employer shall keep exhibited in a conspicuous part of his premises a "time table" showing the shifts to be worked daily by every employee for the ensuing week, and shall also provide and cause to be kept an attendance register showing the actual time worked on each day of the week, which shall be signed by the employee at the time of commencing and finishing work during the spreadover of hours daily. The provisions of this clause shall not apply to any person employed as a labourer.

(2) *Special Function Employee.*—Every employer shall provide and cause to be kept a register, which shall be signed by every special duty employee, at the time of commencing and finishing work at each function on which they are employed.

10. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 1½ cents (one and one-half cents) from the daily earnings of each person employed as a special function employee or casual hand and 5 cents (five cents) monthly from the earnings of each of his other employees for whom minimum wages are prescribed in this Agreement. To the amount so deducted the employer shall add a like amount, and forward month by month and, not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 6649, Johannesburg, or to the offices of the Council, 501/3 His Majesty's Building West, Joubert Street, Johannesburg.

11. RECORDS OF PERSONS EMPLOYED.

Every employer shall, not later than the 15th day of each month, forward to the Secretary of the Industrial Council, P.O. Box 6649, Johannesburg, a list of the persons he employed during the preceding month, and the rate of wages paid, cost of living allowance, and occupation of each such employee.

12. UNIFORMS.

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

8. WERKURE.

- (1) Die werkure moet hoogstens die volgende wees:—
- In die geval van 'n braaier, 'n afleweringswerknemer, 'n arbeider of 'n wasseryhulp, 9 uur per dag, wat op ses dae van die week binne 14 uur vanaf die tyd waarop daar met die werk begin is, voltooi moet word;
 - in die geval van provianderingsarbeiders by spesiale funksies, 50 uur per week;
 - in die geval van 'n motorvoertuigbestuurder, 50 uur per week, wat alle tydperke insluit wat daar bestuur word asook alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vrag, en alle tydperke waarin van hom vereis word om op sy pos te bly en gereed te wees om te werk wanneer dit nodig is;
 - in die geval van deeltydse werknemers, 5 uur per dag op vyf dae van die week en 6 uur op die sesde dag;
 - in die geval van alle ander werknemers—
 - agt uur per dag, wat op vier dae van die week binne twaalf uur vandat daar met die werk begin is, voltooi moet word;
 - vyf uur op een dag in elke week, wat binne ses uur vandat daar met die werk begin is voltooi moet word;
 - nege uur op een dag in elke week, wat binne veertien uur vandat daar met die werk begin is voltooi moet word.

(2) (i) Elke werknemer, uitgesonderd 'n deeltydse werknemer, verkoper in 'n teater, motorvoertuigbestuurder, braaier, afleweringswerknemers, arbeiders, arbeiders by spesiale funksies en wasseryhulpe moet een volle vry dag per week met volle betaling toegestaan word.

(ii) Deeltydse werknemers, verkopers in teaters, motorvoertuigbestuurders, braaiers, afleweringswerknemers, arbeiders, arbeiders by spesiale funksies en wasseryhulpe moet een volle vry dag per week met volle betaling toegestaan word.

(3) Daar mag nie van 'n werknemer wat jonger as 16 jaar is, uitgesonderd 'n arbeider, vereis word om later as 8 nm. op enige dag te werk nie.

(4) *Voorbehoudsbepaling.*—Ondanks andersluidende bepalings reeds in hierdie Ooreenkoms opgeneem, mag geen werkgewer sy werknemer toelaat of van hom vereis om op sy vry dag te werk nie.

(5) Die bepalings van hierdie klousule is nie op 'n bestuurder, assistent-bestuurder of 'n persoon wat uitsluitlik persele bewaak, van toepassing nie.

9. TYDSTAAT.

(1) Elke werkgewer moet 'n "tydtafel" waarop die skofte wat elke werknemer daagliks gedurende die volgende week moet werk, gemeld word, in 'n opvallende deel van sy perseel vertoon, en hy moet ook 'n bywoningsregister verskaf en sorg dat dit bygehou word, en sodanige register, wat daagliks deur die werknemer geteken moet word op die tyd waarop hy begin en ophou werk gedurende die werkdagbestek, moet die werklike tyd aantoon wat daar op elke dag gewerk is. Die bepalings van hierdie klousule is nie op iemand wat as 'n arbeider werksaam is, van toepassing nie.

(2) *Werknemer by spesiale funksie.*—Elke werkgewer moet 'n register verskaf en sorg dat dit bygehou word, en sodanige register moet deur elke werknemer wat spesiale diens verrig, geteken word op die tyd waarop hy met die werk begin en op die tyd waarop hy ophou werk by elke funksie waarby hy werksaam is.

10. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 1½ sent (een en 'n half sent) aftrek van die dagloon van elkeen wat in diens is as 'n werknemer by 'n spesiale funksie, of as 'n los hulp, en 5 sent (vyf sent) maandeliks van die loon van elkeen van sy ander werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag byvoeg wat daaraan gelyk is en die totale bedrag maandeliks voor of op die 15de dag van elke maand, stuur aan die Sekretaris van die Raad, Posbus 6649, Johannesburg, of die kantore van die Raad, His Majesty-gebou-wes 501/3, Joubertstraat, Johannesburg.

11. REGISTER VAN PERSONE IN DIENS.

Elke werkgewer moet voor of op die 15de dag van elke maand 'n lys wat die name van die persone wat die maand tevore in diens was, die lone wat betaal is, die lewenskostoelae, en die beroep van elke sodanige werknemer meld, stuur aan die Sekretaris van die Nywerheidsraad, Posbus 6649, Johannesburg.

12. UNIFORMS.

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

13. TERMINATION OF SERVICE.

Not less than 24 hours' notice shall be given by an employer or employee to terminate a contract of service; provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of service without notice for any good cause recognised by law as sufficient;
- (ii) any written agreement between the employer and employee providing for a longer period of notice than 24 hours;
- (iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee;

and provided further that an employer may terminate the contract of employment without notice by paying the employee wages in lieu of the prescribed period of notice; where an employee is desirous of terminating his contract of employment the employer shall retain the right to either accept from his employee a forfeiture in lieu of the prescribed period of notice, or the prescribed period of notice as hereinbefore contained.

The period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave or sick leave granted in terms of clause 5 of this Agreement or any period of military training an employee is required to undergo.

14. HOLIDAYS.

(1) For each year of continuous employment with the same employer—

- (a) a griller, a delivery employee, a laundryhand, and a labourer, shall receive 18 consecutive days' holiday leave on full pay; provided that where an employee was supplied with food, such employee shall in addition to such pay receive the sum of R2 as a food allowance.
- (b) an employee, other than a griller, delivery employee, laundryhand or labourer, who is granted all public holidays on full pay shall receive leave of absence on full pay for a consecutive period of 14 days, and shall in addition be paid an amount of R3 as a food allowance. Whenever a public holiday falls within the period of leave, such holiday shall be added to the said period of leave of absence on full pay;
- (c) all other employees shall receive leave of absence on full pay for a consecutive period of 21 days, and shall in addition be paid an amount of R4.50 as a food allowance;
- (d) all employees, other than a casual or special function employee, a griller, a delivery employee, a laundryhand and a labourer, who have been employed with the same employer for a continuous period of not less than two years, and have not been absent from work for more than three days owing to illness in any preceding year, shall be entitled and be granted an additional four days' holiday leave on full pay plus four days food allowance; provided further that should such employee have, subject to the conditions aforementioned, completed three years' or more service, such employee shall be entitled and granted seven days' additional leave on full pay, plus seven days' food allowance.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided that if such leave has not been granted earlier, it shall be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months.

(3) When, in any year of an employee's service, his employment is terminated before the completion of the year, but after the completion of three month's employment, the employer shall pay to the employee for each completed month of employment in the uncompleted year—

- (a) in the case of a griller, a delivery employee, a laundryhand or a labourer, one day's pay, and where food was supplied in addition to such pay, plus a food allowance of 12½ cents per day;
- (b) in the case of an employee referred to in sub-section (1) (b) one day's pay plus food allowance at the rate of twenty cents per day;
- (c) in the case of all other employees: 1½ day's pay plus food allowance at the rate of twenty cents per day;

at the rate of wages which the employee was receiving when his employment was terminated.

(4) For the purpose of this clause "employment" shall be deemed to commence from the date on which the employee entered the employer's service or the date on which the last holiday

13. DIENSBEÏNDIGING.

'n Werkgever of 'n werknemer moet minstens 24 uur vooraf kennis gee van die beëindiging van 'n dienskontrak; met dien verstande dat die volgende nie hierdeur geraak word nie:—

- (i) Die reg van 'n werkgever of 'n werknemer om die kontrak sonder kennisgewing om 'n regsgeldige rede, te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer waarin voorsiening gemaak word vir 'n langer kennisgewingstermyn as 24 uur;
- (iii) die inwerkingtreding van 'n verbeuring of strafbepaling wat volgens wet ten opsigte van 'n werknemer wat dros van toepassing is;

en voorts met dien verstande dat 'n werkgever die dienskontrak sonder kennisgewing mag beëindig deur die werknemer sy loon te betaal in plaas van die kennis te gee soos voorgeskryf; waar 'n werknemer verlang om sy dienskontrak te beëindig, hou die werknemer hom die reg voor om of 'n verbeuring van sy werknemer in plaas van die voorgeskrewe kennisgewingstermyn, of die voorgeskrewe kennisgewingstermyn soos hierin vervat, aan te neem.

Die kennisgewingstermyn mag nie saamval nie met, en kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof of siekteverlof wat toegestaan is kragtens klousule 5 van hierdie Ooreenkoms of enige tydperk van militêre opleiding wat 'n werknemer moet ondergaan.

14. VAKANSIEDAE.

(1) Vir elke jaar aaneenlopende diens by dieselfde werkgever moet—

- (a) 'n braaier, 'n afleweringswerknemer, 'n wasseryhulp en 'n arbeider 18 agtereenvolgende dae verlof met volle betaling toegestaan word; met dien verstande dat waar 'n werknemer van kos voorsien word, sodanige werknemer benewens sodanige loon die bedrag van R2 as 'n kostoelae moet ontvang;
- (b) 'n werknemer, uitgesonderd 'n braaier, afleweringswerknemer, wasseryhulp of arbeider, aan wie alle openbare vakansiedae met volle betaling toegestaan word, vakansieverlof met volle betaling toegestaan word vir 'n aaneenlopende tydperk van 14 dae, en moet hy daarbenewens 'n kostoelae ten bedrae van R3 betaal word. Wanneer 'n openbare vakansiedag binne die verloftydperk val, moet sodanige vakansiedag met volle betaling by gemelde vakansieverloftydperk gevoeg word;
- (c) alle ander werknemers vakansieverlof met volle betaling toegestaan word vir 'n aaneenlopende tydperk van 21 dae, en moet hulle daarbenewens 'n kostoelae ten bedrae van R4.50 betaal word;
- (d) alle werknemers, uitgesonderd 'n los werknemer of 'n werknemer by spesiale funksies, 'n braaier, 'n afleweringswerknemer, 'n wasseryhulp en 'n arbeider, wat by dieselfde werkgever in diens was vir 'n aaneenlopende tydperk van minstens twee jaar en wat nie vir meer as drie dae as gevolg van siekte in enige voorafgaande jaar van sy werk afwesig was nie, 'n addisionele vier dae vakansieverlof met volle betaling, plus 'n kostoelae vir vier dae, toegestaan word; voorts met dien verstande dat, indien sodanige werknemer, behoudens voorgenoemde voorwaardes, drie jaar of meer diens voltooi het, daar aan sodanige werknemer sewe dae addisionele verlof met volle betaling, plus 'n kostoelae vir sewe dae, toegestaan moet word.

(2) Die verlof wat in subklousule (1) voorgeskryf word, moet toegestaan word op 'n tyd wat die werkgever vasstel; met dien verstande dat, indien sodanige verlof nie vroeër toegestaan is nie, dit so toegestaan moet word sodat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het, of, indien die werkgever en die werknemer skriftelik daarvoor ooreengekom het voordat genoemde tydperk van vier maande verstryk het, die werkgever sodanige verlof aan die werknemer moet toestaan vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande.

(3) Wanneer 'n werknemer se diens in enigeen van sy diensjare beëindig word voor die voltooiing van die betrokke jaar maar na voltooiing van drie maande diens, moet die werkgever die werknemer vir elke voltooiende maand diens in die onvoltooiende jaar die volgende betaal:—

- (a) In die geval van 'n braaier, 'n afleweringswerknemer, 'n wasseryhulp of 'n arbeider, een dag se loon, plus 'n kostoelae van 12½ sent per dag waar kos benewens sodanige loon verskaf is;
- (b) in die geval van 'n werknemer gemeld in subartikel (1) (b), een dag se loon plus 'n kostoelae teen twintig sent per dag;
- (c) in die geval van alle ander werknemers, 1½ dag se loon plus 'n kostoelae van twintig sent per dag;

teen die loon wat die werknemer ontvang het toe sy diens beëindig is.

(4) Vir die toepassing van hierdie klousule, word "diens" geag te begin vanaf die datum waarop die werknemer in die werkgever se diens getree het, of die datum waarop die laaste vakansie ver-

fell due whichever is the later. Provided that it shall include any period in respect of which an employer, in terms of clause 13 pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on the instruction or at the request of this employer;
- (c) undergoing any military training;
- (d) on sick leave in terms of clause 15: Provided that any period of absence owing to illness in excess of thirty days in any twelve months or for one or more consecutive days if the employee fails, after demand by the employer, to produce a certificate by a medical practitioner that he was prevented by illness from doing his work, shall not be deemed to be employment;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (d), plus any period of military training undergone in that year.

(5) No employee in the Tearoom, Restaurant and Catering Trade shall be permitted to work during the period of holiday leave.

(6) The provisions of this clause shall apply to all employees other than casual or special function employees.

(7) An employer may set off against any such period of leave, any day of occasional leave granted on full pay to his employee on such employee's request, made in writing at least 24 hours in advance of such day.

15. SICK PAY.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee, other than a casual or special function employee, who after the completion of a period of three consecutive months employment, is absent from work through incapacity, not less than 14 days' sick leave in the aggregate during each cycle of twelve consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this sub-clause, not less than the wage he would have received had he worked during such period.

(a) Provided that if such sick leave is not taken during any period of twelve months of continuous employment, the employee shall be entitled to 24 days' sick leave on full pay in the aggregate during the next succeeding twelve months of employment, on the basis of one day in respect of each completed month of employment.

Provided that—an employer may as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for one or more days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

(2) For the purpose of this clause the expression—

- (a) "employment" shall be deemed to include any period or periods during which an employee is absent—
 - (i) on leave in terms of clause 14;
 - (ii) on the instruction or at the request of his employer;
 - (iii) on sick leave in terms of sub-clause (i);
 - (iv) undergoing military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii) plus any period of military training undergone in that year.

- (b) "Incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

(3) Sick leave and holiday leave shall not run concurrently.

16. LEARNER'S CERTIFICATE.

No employer shall engage any person as a learner cook, waiter, counterhand, or order clerk, despatch clerk or caller, unless such person produces a certificate which shall, upon application by such person, be issued by the Secretary of the Council, indicating the length of previous experience, if any of such person.

Any learner who is not the holder of a learner's certificate shall be deemed to be experienced and shall be paid the wages prescribed for an experienced employee.

17. CERTIFICATE OF SERVICE.

An employer shall upon termination of employment of any of his employees, if requested so to do, furnish such employee with a certificate of service, showing the name of the employer and the employee, nature of employment and the date of commencement and termination of such services.

skuldig geword het, naamlik die jongste datum; met dien verstande dat dit enige tydperk moet insluit ten opsigte waarvan 'n werkgewer, ooreenkomstig klousule 13, 'n werknemer betaal in plaas van kennis te gee, en ook enige tydperk of tydperke wat 'n werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) op las of op versoek van sy werkgewer;
- (c) vir militêre opleiding;
- (d) met siekteverlof kragtens klousule 15; met dien verstande dat enige tydperk van afwesigheid, as gevolg van siekte, van meer as dertig dae gedurende enige 12 maande, of van een of meer agtereenvolgende dae in 'n geval waar die werknemer versuim om, op versoek van die werkgewer, 'n sertifikaat te lewer wat deur 'n mediese praktisyn uitgereik is en waarin verklaar word dat hy deur siekte verhoed is om sy werk te doen, nie geag word diens te wees nie;

en wat altesaam hoogstens 10 weke in enige jaar beloop ten opsigte van items (a), (b) en (d), plus enige tydperk van militêre opleiding wat hy in daardie jaar ondergaan het.

(5) Geen werknemer in die Teekamer-, Restaurant- en Provianteringsbedryf mag toegelaat word om gedurende die tydperk van vakansieverlof te werk nie.

(6) Die bepalings van hierdie klousule is van toepassing op alle werknemers uitgesonderd los werknemers of werknemers by spesiale funksies.

(7) 'n Werkgewer mag van sodanige verloftydperk enige dag geleentheidsverlof aftrek wat met volle betaling aan sy werknemer toegestaan is op sodanige werknemer se versoek, wat minstens 24 uur voor sodanige dag skriftelik gedoen is.

15. BETALING VIR SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer of 'n werknemer by spesiale funksies, wat na voltooiing van 'n tydperk van drie agtereenvolgende maande diens van sy werk afwesig is as gevolg van ongeskiktheid, altesaam minstens 14 dae siekteverlof toestaan gedurende elke kringloop van 12 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ooreenkomstig hierdie subklousule, minstens die loon betaal wat hy sou ontvang het indien hy gedurende sodanige tydperk gewerk het.

(a) Mits sodanige siekteverlof nie gedurende enige tydperk van 12 maande aaneenlopende diens geneem word nie, is die werknemer op altesaam 24 dae siekteverlof met volle betaling gedurende die daaropvolgende 12 maande diens geregtig op grondslag van een dag ten opsigte van elke voltooide maand diens.

Met dien verstande dat—'n werkgewer, as 'n vooraf gestelde voorwaarde vir die betaling van enige bedrag wat kragtens hierdie klousule deur 'n werknemer ten opsigte van enige afwesigheid van werk vir een of meer dae geëis word, van die werknemer mag vereis om 'n sertifikaat in te dien wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig.

(2) Vir die toepassing van hierdie klousule, word die uitdrukking—

- (a) "diens" geag enige tydperk of tydperke te omvat wat 'n werknemer afwesig is—
 - (i) met verlof kragtens klousule 14;
 - (ii) op las of op versoek van sy werkgewer;
 - (iii) met siekteverlof kragtens subklousule (i);
 - (iv) vir militêre opleiding;

en wat altesaam hoogstens tien weke in enige jaar beloop ten opsigte van items (i), (ii) en (iii), plus enige tydperk van militêre opleiding wat hy in daardie jaar ondergaan het;

- (b) "ongeskiktheid" geag te beteken onvermoë om te werk as gevolg van 'n siekte-of 'n besering, uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is; met dien verstande dat enige onvermoë om te werk, wat deur 'n ongeluk veroorsaak is waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, geag word onvermoë te wees slegs ten opsigte van dié tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(3) Siekteverlof en vakansieverlof mag nie saamval nie.

16. LEERLINGSERTIFIKAAT.

Geen werkgewer mag enigeen as 'n leerlingkok, -tafelbediende, -toonbankhulp, of -bestelklerk, -versendingsklerk of roeper in diens neem nie tensy sodanige persoon 'n sertifikaat inlewer wat, op aansoek van sodanige persoon, deur die Sekretaris van die Raad uitgereik moet word en wat die duur van sodanige persoon se vorige ondervinding, indien daar is, meld.

'n Leerling wat nie 'n houder van 'n leerlingsertifikaat is nie, word geag ervare te wees en moet die loon betaal word wat vir 'n ervare werknemer voorgeskryf word.

17. DIENSSERTIFIKAAT.

'n Werkgewer moet, indien hy daarom versoek word, by die diensbeëindiging van enigeen van sy werknemers sodanige werknemer van 'n dienssertifikaat voorsien wat die naam van die werkgewer en die werknemer meld, asook die aard van sy diens en die datum waarop sodanige diens begin het en beëindig is.

18. UNION AND ASSOCIATION MEMBERSHIP.

(1) No employer shall employ an employee other than a manager who is not a member of the trade union, and no member of the trade union shall take employment with any employer who is not a member of the employer's organisation.

(2) Proof of membership of the trade union shall be production of a membership card, issued by the union, showing that the person named therein is not more than three months in arrears with his subscriptions.

(3) No casual employee shall be employed unless in possession of a casual-contribution card issued by the trade union and stamped for the current month.

(4) This section shall not apply where membership of a party to this Agreement has, in the opinion of the Council, been refused without good cause, and the applicant has reported such refusal to the Council within seven days thereof.

19. UNION SUBSCRIPTIONS.

Every employer shall deduct 20 cents (twenty cents) per month from the wages of each member of the trade union in his employ and shall forward the total amount, together with a list of employees, to the Secretary of the Trade Union, P.O. Box 6041, or 222 Union Centre, 31 Pritchard Street, Johannesburg, not later than the 7th day of each month.

20. EXHIBITION OF AGREEMENT.

(1) A legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act shall be exhibited in a prominent place in every establishment.

(2) Any notice of meeting or other matters which concern the membership of the trade union shall also be exhibited by the employer when copies thereof are supplied by the union.

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

22. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such 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 signed by him setting out—

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted; and
- (iii) the conditions subject to which such exemption is granted; and
- (iv) the period during which such exemption shall operate.

(4) The Secretary of the Council shall—

- (i) number consecutively all licences as issued;
- (ii) retain a copy of each licence issued and forward a copy to the Divisional Inspector, Department of Labour, Johannesburg;
- (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

Signed at Johannesburg on behalf of the parties hereto on this 29th day of May, 1962.

D. MICHOS,
Chairman of the Council.

RUTH CRUTCHFIELD,
Vice-Chairman of the Council.

H. COHN,
Secretary of the Council.

18. LIDMAATSKAP VAN VAKVERENIGING- EN WERKGEWERS-ORGANISASIE:

(1) Geen werkgewer mag 'n werknemer, uitgesonderd 'n bestuurder, wat nie lid van die vakvereniging is nie, in diens neem nie, en geen lid van die vakvereniging mag diens aanvaar by 'n werkgewer wat nie lid is van die werkgewersorganisasie nie.

(2) Die bewys dat iemand lid van die vakvereniging is, bestaan daaruit dat so iemand 'n lidmaatskapskaart moet toon wat deur die vereniging uitgereik is en waarin gemeld word dat die betrokke persoon nie meer as drie maande met sy bydrae agterstallig is nie.

(3) Geen los werknemer mag in diens geneem word nie tensy hy in besit is van 'n losbydraekaart wat deur die vakvereniging uitgereik is en waarop die seëls vir die lopende maand geplak is.

(4) Hierdie artikel is nie van toepassing nie waar 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder grondige rede lidmaatskap geweier is en die applikant sodanige weiering binne sewe dae van sodanige weiering aan die Raad gerapporteer het.

19. LEDEGELDE VIR VAKVERENIGING.

Elke werkgewer moet 20 sent (twintig sent) per maand van die loon van elke lid van die vakvereniging in sy diens aftrek en die totale bedrag, tesame met 'n lys van werknemers, voor of op die 7de dag van elke maand aan die Sekretaris van die vakvereniging, Posbus 6041, of Union Centre 222, Pritchardstraat 31, Johannesburg, stuur.

20. VERTONING VAN OOREENKOMS.

(1) 'n Leesbare kopie van hierdie Ooreenkoms, in beide amptelike tale en in die vorm wat voorgeskryf word in die regulasies wat kragens die Wet uitgevaardig is, moet in 'n opvallende plek in elke bedryfsinrigting vertoon word.

(2) Enige kennisgewing van 'n vergadering of ander sake in verband met die lidmaatskap van die vakvereniging, moet ook deur die werkgewer vertoon word wanneer kopieë daarvan deur die Vereniging verskaf word.

21. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om te help om die bepalinge van hierdie Ooreenkoms uit te voer.

'n Agent mag 'n bedryfsinrigting betree en mag 'n werknemer ondervra en die registers van die loon wat betaal is, van die tyd wat gewerk is en van bedrae wat vir oortydwerk betaal is, inspekteer ten einde te verseker of die bepalinge van hierdie Ooreenkoms nagekom word.

22. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling verleen van enigeen van die bepalinge van hierdie Ooreenkoms.

(2) Die Raad moet, ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaardes waarop sodanige vrystelling verleen is, en die tydperk waarin sodanige vrystelling geldig is, bepaal; met dien verstande dat die Raad, indien hy dit dienstig ag, na skriftelike kennisgewing van een week aan die betrokke persoon, enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:—

- (i) Die volle naam van die betrokke persoon;
- (ii) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word; en
- (iii) die voorwaardes waarop sodanige vrystelling verleen word; en
- (iv) die tydperk waarin sodanige vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

- (i) alle sertifikate wat uitgereik word, agtereenvolgens nummer;
- (ii) 'n kopie hou van elke sertifikaat wat uitgereik is en 'n kopie daarvan stuur aan die Afdelingsinspekteur, Departement van Arbeid, Johannesburg;
- (iii) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

Namens die partye te Johannesburg onderteken op hede die 29ste dag van Mei 1962.

D. MICHOS,
Voorsitter van die Raad.

RUTH CRUTCHFIELD,
Ondervoorsitter van die Raad.

H. COHN,
Sekretaris van die Raad.

IT PAYS YOU WELL TO SAVE!

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- ★ VIR U FAMILIE SE TOEKOMS!
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Die Posspaarbank verdien 3% rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

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Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.