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

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 934.] [25 April 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

TEAROOM, RESTAURANT AND CATERING TRADE, WITWATERSRAND.

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

- (a) in terms of sub-section (1) of section *forty-eight*, of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the 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 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 17 (inclusive), 20 and 22 of the said Agreement 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 other employers and employees 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 and Springs; and
- (c) in terms of sub-section (4) 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 and Springs, 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 contained in Clauses 3 to 17 (inclusive), 20 and 22 of the said Agreement shall

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 934.] [25 April 1952.
NYWERHEID-VERSOENINGSWET, 1937.

TEEKAMER-, RESTAURANT- EN VERVERSINGS- BEDRYF, WITWATERSRAND.

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 hierby verskyn en op die Teekamer-, Restaurant- en Verversingsbedryf betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig vier jaar vanaf genoemde tweede Maandag, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 20 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig vier jaar vanaf die genoemde tweede Maandag, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte Krugersdorp (met inbegrip van daardie gedeelte van die magistraatsdistrik Randfontein wat voor die bekendmaking van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Springs; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 20 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig vier jaar vanaf genoemde tweede Maandag in die magistraatsdistrikte Krugersdorp (met inbegrip van daardie gedeelte van die magistraatsdistrik Randfontein wat voor die bekendmaking van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Springs, *mutatis mutandis* van

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.

SCHEDULE

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

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, 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 and that portion of the Magisterial District of Randfontein in 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 and Springs, 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. 36 of 1937;

"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 to a waiter or wine steward for customers in a restaurant, refreshment or tearoom;

"meat cutter or carver" means an employee engaged in cutting or carving meat for the preparation of sandwiches, or hampers, or for use at any functions;

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

"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 grill or grill hand, engaged in the cooking and/or the preparation of meals in which meat and/or fish and/or vegetables are served, and includes an employee engaged in the preparation of meat and/or fish for the purpose of making sandwiches or such other articles of food used in catering;

"cook or chef, 1st grade," means a cook or chef who has had not less than 3 years' experience;

"cook or chef, 2nd grade," means a cook or chef who has had not less than 18 months experience but not more than 3 years experience;

"cook or chef, unqualified," means a 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 a cashier, engaged on or in charge of a counter in an establishment, who takes cash and sells goods and/or serves liquid refreshments;

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

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

"delivery employee" means an employee engaged in the delivery of trays of meals, tea, sandwiches or hampers from the employer's establishment by means other than an animal-drawn or mechanically-propelled vehicle, but does not include the serving of customers in an establishment;

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.

BYLAE.

DIE NYWERHEIDSRAAD VIR DIE TEEKAMER-, RESTAURANT- EN VERVERSINGSBEDRYF.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, aangegaan deur die

Tearoom, Restaurant Proprietors' and Caterers' Association,

(hierna „die werkgewers” of „die werkgewerorganisasie” genoem, aan die een kant, en die

Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union

(hierna „die werknemers” of „die vakvereniging” genoem), aan die ander kant;

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

1. TYDPERK VAN TOEPASSING VAN OOREENKOMS.

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

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers in die teekamer-, restaurant- en verversingsbedryf wat lede is van die werkgewerorganisasie en die vakvereniging in die magistraatsdistrikte Krugersdorp en daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskenisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan en Springs.

3. WOORDBEPALING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in dié Wet; by 'n verwysing na 'n Wet is ook elke wysiging van die Wet inbegrepe en, behalwe waar die teenoorgestelde bedoel word, sluit woorde wat die manlike geslag aandui, ook vrouens in; en verder, tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, No. 36 van 1937; „kantienman”, 'n werknemer, behalwe 'n kelder of wynkelner, wat uitsluitlik of hoofsaaklik in diens is vir die verskaffing van drank uit 'n kantien, of oor 'n toonbank aan 'n kelder of wynkelner vir klante in 'n restaurant, verversings- of teekamer;

„vleissnyer”, 'n persoon wat in diens is om vleis te sny vir die bereiding van toebroodjies of kosmandjies of vir gebruik by funksies;

„los werker”, 'n werknemer, behalwe 'n deeltydse kelder of 'n werknemer vir spesiale funksies, wat in enige hoedanigheid in die bedryf op 'n uurbasis vir hoogstens drie agtereenvolgende dae in diens geneem word;

„klerklike werknemer”, 'n werknemer wat uitsluitlik, of hoofsaaklik, skryf-, tik- of enige ander vorm van klerklike werk verrig en sluit 'n telefonis in;

„kok of sjef”, 'n werknemer, behalwe 'n roosterkok of roosterbediende, wat maaltye kook en/of berei waarby vleis en/of vis en/of groente bedien word, en sluit in 'n werknemer wat vleis en/of vis berei vir die maak van toebroodjies of ander eetware wat vir verversings gebruik word;

„kok of sjef, graad I,” 'n kok of sjef met minstens 3 jaar ervaring;

„kok of sjef, graad II,” 'n kok of sjef met meer as 18 maande ervaring, maar minder as 3 jaar ervaring;

„kok of sjef, ongekwalifiseer,” 'n kok of sjef met minder as 18 maande ervaring;

„Raad”, die Nywerheidsraad vir die Teekamer-, Restaurant- en Verversingsbedryf wat ingevolge artikel twee van die Nijverheid Verzoeningswet, 1924, geregistreer is en beskou word dat dit ooreenkomstig die Wet geregistreer is;

„kassier”, 'n werknemer wat in 'n inrigting uitsluitlik geld ontvang;

„toonbankbediende”, 'n werknemer, behalwe 'n kantienman of 'n kassier, wat werk agter of beheer het oor 'n toonbank in 'n inrigting, geld ontvang en goedere verkoop en/of vloei-bare verversings bedien;

„toonbankbediende, gekwalifiseer,” 'n toonbankbediende met minstens 12 maande ervaring;

„toonbankbediende, ongekwalifiseer,” 'n toonbankbediende met minder as 12 maande ervaring;

„afleweringswerknemer”, 'n werknemer wat skinkborde met kos, tee, toebroodjies of kosmandjies vanuit die werkgewer se inrigting aflower, behalwe met 'n voertuig wat deur diere getrek of meganies voortbeweeg word, maar met uitsluiting van die bediening van klante in 'n inrigting;

- “establishment” means any place in or in connection with which one or more persons are employed in the Tearoom, Restaurant and Catering Trade;
- “experience” means the period or periods of employment in any particular class of work in the Tearoom, Restaurant and Catering Trade;
- “floorwalker” or “supervisor” means an employee engaged in the showing of customers to seats and generally supervising the service to customers in an establishment;
- “griller” or “grill hand” means an employee engaged in the making of grills and who may in addition cook or fry eggs, make toast, fry fish and chips, prepare tea, coffee or similar beverages;
- “ingredient mixer or preparer” means an employee engaged in the mixing or preparing of ingredients required in the preparation of sandwiches;
- “labourer” means an employee engaged in one or more of the following occupations in an establishment:—

Cleaning premises, furniture or utensils, making and maintaining fires, removing refuse, cutting bread, boiling water, cleaning or plucking poultry or cleaning fish, peeling or paring fruit and/or vegetables and carrying utensils, parking cars, delivering messages, making tea, coffee or similar beverages, and guarding premises;

- “manager” means an employee engaged in the general supervision of the operations of an establishment, where three or more persons are employed, and who is in charge of employees and/or present during a substantial portion of the usual hours of business of the establishment;
- “motor vehicle driver” means an employee, wholly or mainly engaged in driving a motor vehicle;
- “order clerk or despatch clerk” means an employee engaged in an establishment for the purpose of receiving orders and/or supervising the despatching of sandwiches and/or hampers;
- “order clerk or despatch clerk, qualified,” means an order clerk or despatch clerk who has had not less than 12 months’ experience;
- “order clerk or despatch clerk, unqualified,” means an order clerk or despatch clerk who has had less than 12 months’ experience;
- “pantryhand” means an employee, other than a cook or grill hand, engaged in the kitchen or pantry; but who may cook vegetables, ham, bacon, toast and/or eggs and is in charge of and responsible for all soiled or unsoiled linen, towels, d’oylies and articles of a like nature ordinarily used and the checking and/or the repairing and/or the darning and/or the sewing of such articles in an establishment;
- “part-time waiter” means an employee who is employed by the month in the occupation of a waiter but who is not required to work for more than four hours in a spread-over of eight hours per day;
- “part-time barman” means an employee who is employed by the month in the occupation of a barman but who is not required to work for more than four hours per day in a spread-over of eight hours;
- “part time counterhand” means an employee who is employed by the month in the occupation of a counterhand, but who is not required to work for more than four continuous hours per day, except on Saturdays and Public Holidays when not more than four hours per day shall be worked in a spread-over of eight hours;
- “part-time wine steward” means an employee who is employed by the month in the occupation of a wine steward, but who is not required to work for more than four hours per day in a spread-over of eight hours;
- “packer or wrapper” means a person employed in an establishment for the purpose of packing or wrapping edibles for sale, delivery or despatch;
- “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 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;
- “sandwich maker or filler” means an employee engaged in making up or final preparation of sandwiches;
- “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;
- “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 5 hours per day on 5 days and 6 hours on one day of each week;
- “theatre vendor” means an employee, other than a theatre part-time counterhand, or an usherette who sells goods during the period of a performance at 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 ship shops, cafés, or tearooms; and/or

- „inrigting”, enige plek waarin of in verband waarmee een of meer persone in die teekamer-, restaurant- en verversings-bedryf in diens is;
- „ervaring”, die dienstrydperk of -tydperke in verband met enige bepaalde soort werk in die teekamer-, restaurant- en verversingsbedryf;
- „vloeropsigter” of „opsigter”, ’n werknemer wat vir klante sitplekke aanwys en oor die algemeen toesig hou oor die bediening van klante in ’n inrigting;
- „roosterkok” of „roosterbediende”, ’n werknemer wat geroosterde vleisettes berei, en wat bowendien eiers kan kook of bak, roosterbrood maak, vis en ertappelskyfies bak, tee, koffie of soortgelyke drankke maak;
- „bestanddeelmenger of bereider”, ’n werknemer wat in diens is om bestanddele wat nodig is vir die bereiding van toe-broodjies, te meng en te berei;
- „arbeider”, ’n werknemer wat uitsluitlik een of meer van onderstaande werksaamhede in ’n inrigting verrig:—

Persele, meubels of gerei skoonmaak; vure maak en aan die brand hou; afval verwyder; brood sny; water kook; pluimvee pluk of skoonmaak of vis skoonmaak; vrugte en/of groente skil en gerei dra; motors parkeer, boodskappe aflewer, tee, koffie of soortgelyke drankke maak en persele bewaak;

- „bestuurder”, ’n werknemer belas met die algemene toesig oor die werksaamhede in ’n inrigting waar drie of meer persone werksaam is en wat oor werknemers toesig hou en/of gedurende ’n aansienlike gedeelte van die gewone besigheidsure van die inrigting aanwesig is;
- „motorvoertuigbestuurder”, ’n werknemer uitsluitlik of hoofsaaklik in diens om ’n motorvoertuig te bestuur;
- „bestellings- of versendingsklerk”, ’n werknemer wat bestellings in ’n inrigting ontvang en/of toesig hou oor die versending van toe-broodjies en/of kosmandjies;
- „bestellings- of versendingsklerk, gekwalifiseer”, ’n bestellings- of versendingsklerk met minstens 12 maande ervaring;
- „bestellings- of versendingsklerk, ongekwalifiseer”, ’n bestellings- of versendingsklerk met minder as 12 maande ervaring;
- „spenshulp”, ’n werknemer behalwe ’n kok ’n roosterkok of roosterbediende wat in ’n kombuis of spens werk, maar wat groente, ham, spekvleis, roosterbrood en/of eiers kan kook en in beheer is van en verantwoordelik vir alle skoon en vuil linne, handdoeke, doilies en artikels van dergelyke aard wat gewoonlik gebruik word en die nasien en/of die herstel en/of die stop en/of die naaldwerk in verband met sulke artikels in ’n inrigting;
- „deeltydse kelnier”, ’n werknemer wat by die maand vir die werk van ’n kelnier in diens is, maar van wie dit nie vereis word om vir meer as vier uur op ’n werkdag van agt uur te werk nie;
- „deeltydse kantienman”, ’n werknemer wat by die maand vir die werk van ’n kantienman in diens is, maar van wie dit nie vereis word om meer as vier uur op ’n werkdag van agt uur te werk nie;
- „deeltydse toonbankbediende”, ’n werknemer wat maandeliks in diens is in die beroep van ’n toonbankbediende, maar van wie dit nie vereis word om langer as vier agtereenvolgende ure per dag te werk nie, behalwe op Saterdag en openbare vakansiedae, wanneer daar nie langer as vier uur in ’n werkdag van agt uur gewerk mag word nie;
- „deeltydse wynkelner”, ’n werknemer wat by die maand vir die werk van ’n wynkelner in diens is, maar van wie dit nie vereis word om op ’n werkdag van agt uur vir meer as vier uur te werk nie;
- „verpakker of toedraaier”, ’n persoon wat in ’n inrigting eetware vir verkoop, aflewering of versending, verpak of toedraai;
- „spesiale funksie”, ’n onthaal, soos ’n dinee, dans, sportgeleentheid of ontvangs vir die viering van ’n sosiale of sport- of ander geleentheid;
- „werknemer vir spesiale funksies”, ’n werknemer wat per uur vir spesiale funksies in diens geneem word;
- „werkdag”, die tydperk op enige afsonderlike dag vandat ’n werknemer met die werk begin totdat hy vir daardie dag ophou met werk;
- „maker of vuller van toe-broodjies”, ’n werknemer wat toe-broodjies maak of finaal berei;
- „magasynmeester”, ’n werknemer in beheer oor en verantwoordelik vir die uitreiking van voorrade, met inbegrip van kruideniersware, banket, messe, breekgoed en linnegoed wat gewoonlik in die bedryf van ’n inrigting gebruik word;
- „deeltydse skouburgtoonbankbediende”, ’n werknemer, by die maand in diens, wat op enige dag vir hoogstens vyf uur per dag op vyf dae en ses uur op een dag van elke week dieselfde soort werk as ’n toonbankbediende gedurende die tydperk van ’n teatervoorstelling doen;
- „skouburgverkoper”, ’n werknemer, behalwe ’n deeltydse skouburgtoonbankbediende of plekaanwyster, wat goedere gedurende die tydperk van ’n opvoering in ’n skouburg of bioskoop, verkoop;
- „Teekamer-, Restaurant- en Verversingsbedryf”, die bedryf waarin die werkgewer en werknemer verbonde is vir die verskaffing van maaltye en/of toe-broodjies en/of verversings in of vanuit ’n inrigting hetsy vas, tydelik, binnenshuis of buite, en sluit dié werksaamhede in wat uitgeoefen word in persele—

(i) wat as openbare restaurants, vis- en aartappelsnysel-winkels, kafees of teekamers gebruik word; en/of

- (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 connexion 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 liquor licence in terms of the Liquor Act, 1928, first obtained after the 17th May, 1938, and in which the main activities fall within the scope of paragraphs (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 the employer who is the holder of the said licences;

"waiter (male or female), experienced," means a waiter with not less than twelve months' experience in the tearoom, restaurant and catering trade;

"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.
	£ s. d.
(i) Barman.....	25 0 0
(ii) Cook or chef—	
First grade.....	11 0 0
Second grade.....	8 10 0
Unqualified.....	7 0 0
Provided that an employer shall not employ a cook or chef, unqualified, unless he has in his employ a cook or chef, first grade, and for each cook or chef, first grade, employed, not more than one cook or chef, unqualified, may be employed by him.	
(iii) Counterhand, order clerk or despatch clerk—	
Qualified.....	11 10 0
Unqualified.....	9 10 0
(iv) Cashier.....	11 10 0
	Per Hour.
	£ s. d.
(v) Casual hand.....	0 3 0
	Per Day.
	£ s. d.
With a minimum of.....	0 6 0
when required to work for more than two hours.	
	Per Hour.
	£ s. d.
Thereafter.....	0 2 6
	Per Month.
	£ s. d.
(vi) Clerical employee.....	11 0 0
(vii) Delivery employee.....	6 15 0
(viii) Floorwalker or supervisor.....	12 10 0
(ix) Griller or grill hand.....	7 15 0
(x) Ingredient mixer or preparer.....	9 0 0
(xi) Labourer—	
Over 18 years of age.....	6 15 0
Under the age of 18.....	5 0 0
Not more than one labourer under the age of 18 may be employed in any one establishment.	
(xii) Manager.....	20 0 0
(xiii) Meat cutter or carver.....	9 0 0
(xiv) Motor vehicle driver.....	18 10 0
(xv) Pantry hand.....	11 0 0
(xvi) Part-time waiter.....	7 10 0
Part-time barman.....	16 0 0
Part-time counterhand.....	7 10 0
Part-time wine steward.....	8 10 0
(xvii) Packer or wrapper.....	9 0 0
(xviii) Storeman.....	12 10 0
(xix) Sandwich maker or filler.....	11 0 0

- (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 skouburg, bioskoop, bioskoopteekamer of ander vermaaklikheid of funksie;
- (v) ten opsigte waarvan daar 'n wyn- en bierlisensie, of 'n restaurant-dranklisensie ingevolge die Drankwet, 1928, gehou word, wat eers na 17 Mei 1938 verkry is en waarin die hoofwerksaamhede binne die bestek van paragrafe (i), (ii), (iii) of (iv) val;

maar sluit nie die werksaamhede in wat in ondergenoemde plekke uitgeoefen word nie—

- (a) ander persele as dié genoem in paragraaf (v) ten opsigte waarvan 'n dranklisensie gehou word;
- (b) losieshuise of 'n inrigting ten opsigte waarvan 'n natuurlike-ethuislisensie vereis word, of enige inrigting wat uitsluitlik kos of verversings aan nie-blankes verskaf;

met dien verstande dat enige uitsluiting van die bestek van hierdie woordbepaling ten opsigte van drankgelisensieerde persele, slegs beskou moet word as daardie gedeelte van die betrokke perseel uit te sluit waarin die verkoop van drank toegelaat word kragtens die dranklisensies wat deur die werkgever gehou word, wat die houer van genoemde lisensies is;

„ervare kelner (manlik of vroulik)”, 'n kelner met minstens 12 maande ervaring in die teekamer-, restaurant- en verversingsbedryf;

„wynkelner”, 'n werknemer wat klante in 'n restaurant, verversings- of teekamer van drank bedien.

4. LONE.

(1) Geen lone teen laer skale as ondergenoemde mag deur 'n werkgever betaal of deur 'n werknemer aangeneem word nie, maar die betaling van hoër lone word nie verbied nie.

	Per maand.
	£ s. d.
(i) Kantienman.....	25 0 0
(ii) Kok of sjef—	
Graad 1.....	11 0 0
Graad 2.....	8 10 0
Ongekwalifiseer.....	7 0 0
Met dien verstande dat 'n werkgever nie 'n kok of sjef ongekwalifiseer, in diens mag neem nie tensy hy 'n kok of sjef, graad I, in sy diens het en vir elke kok of sjef, graad I, in diens, mag nie meer as een kok of sjef, ongekwalifiseer, deur hom in diens geneem word nie.	
(iii) Toonbankbediende, bestellings- of versendingsklerk—	
Gekwalifiseer.....	11 10 0
Ongekwalifiseer.....	9 10 0
(iv) Kassier.....	11 10 0
	Per uur.
	£ s. d.
(v) Los werker.....	0 3 0
	Per dag.
	£ s. d.
Met 'n minimum van.....	0 6 0
wanneer dit van hom vereis word om langer as twee uur te werk	
	Per uur.
	£ s. d.
Daarna.....	0 2 6
	Per maand.
	£ s. d.
(vi) Klerklike werknemer.....	11 0 0
(vii) Afleweringswerknemer.....	6 15 0
(viii) Vloeropsigter of opsigter.....	12 10 0
(ix) Roosterkok of roosterbediende.....	7 15 0
(x) Bestanddeelmenger of bereider.....	9 0 0
(xi) Arbeider—	
Ouer as 18 jaar.....	6 15 0
Jonger as 18 jaar.....	5 0 0
Hoogstens een arbeider onder 18 jaar kan in 'n inrigting in diens wees.	
(xii) Bestuurder.....	20 0 0
(xiii) Vleissnyer.....	9 0 0
(xiv) Motorvoertuigbestuurder.....	18 10 0
(xv) Spenshulp.....	11 0 0
(xvi) Deeltydse kelner.....	7 10 0
Deeltydse kantienman.....	16 0 0
Deeltydse toonbankbediende.....	7 10 0
Deeltydse wynkelner.....	8 10 0
(xvii) Verpakker of toedraaier.....	9 0 0
(xviii) Magasynmeester.....	12 10 0
(xix) Maker of vuller van toebroodjies.....	11 0 0

(xx) Special function employees—

Special Function Employees.	Before Midnight:		After Midnight: Rate per Hour.	With a Minimum of not less than per Function.
	Rate per Hour for first two Hours.	Rate per Hour in excess of two Hours.		
Labourer.....	s. d. 1 3	s. d. 1 0	s. d. 1 3	s. d. 2 6
Pantry hand.....	3 0	2 6	3 0	6 0
Cook.....	3 9	3 0	3 9	7 6
Cashier.....	3 0	2 6	3 0	6 0
Supervisor.....	3 9	3 0	3 9	7 6
Sandwich maker.....	3 0	2 6	3 0	6 0
Manager.....	5 0	3 6	5 0	10 0
Barman.....	5 0	3 6	5 0	10 0
Wine steward.....	3 9	3 0	3 9	7 6
Waiter.....	3 0	2 6	3 0	6 0

	Per Month.
	£ s. d.
(xxi) Theatre part-time counterhand.....	6 15 0
(xxii) Theatre vendor.....	3 15 0
(xxiii) Waiter (male or female), experienced.....	10 10 0
Waiter (male or female), learner—	
First six months' experience.....	8 0 0
Second six months' experience.....	9 0 0
(No waiter shall be employed at a wage of less than £10. 10s. per month unless one waiter in receipt of £10. 10s. per month is already employed; provided further that at least one half of the waiters employed in an establishment shall receive not less than £10. 10s. per month.)	
(xxiv) Wine steward.....	13 0 0
(xxv) All others not otherwise specified.....	9 12 0

(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 as 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 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 on the day of such termination; provided that any uniform that he or she may have possession of is duly returned.

(b) The wages and cost-of-living allowances of special function employees shall be paid not later than the Thursday afternoon of each week, 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, 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 £2 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 1s. 3d. per meal.

(b) A labourer, a griller or a delivery employee who agrees to lodge with his employer shall not be required to pay more than 10s. (ten shillings) per month; if full board is supplied shall not be required to pay more than £2 (two pounds) in addition per month.

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

(4) Should an employee be guilty of—

- (a) causing malicious damage;
- (b) causing malicious breakage;

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

(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 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.

(xx) Werknemers vir spesiale funksies—

Werknemers vir spesiale funksies.	Voor middernag:		Na middernag: Skaal per uur.	Met 'n minimum van minstens die volgende per funksie.
	Skaal per uur vir die eerste twee uur.	Skaal per uur vir langer as twee uur.		
Arbeider.....	s. d. 1 3	s. d. 1 0	s. d. 1 3	s. d. 2 6
Spenshulp.....	3 0	2 6	3 0	6 0
Kok.....	3 9	3 0	3 9	7 6
Kassier.....	3 0	2 6	3 0	6 0
Opsigter.....	3 9	3 0	3 9	7 6
Maker van toe- broodjies.....	3 0	2 6	3 0	6 0
Bestuurder.....	5 0	3 6	5 0	10 0
Kantienman.....	5 0	3 6	5 0	10 0
Wynkelner.....	3 9	3 0	3 9	7 6
Kelner.....	3 0	2 6	3 0	6 0

	Per maand.
	£ s. d.
(xxi) Deeltydse skouburgtoonbankbediende.....	6 15 0
(xxii) Skouburgverkoper.....	3 15 0
(xxiii) Kelner (manlik of vroulik), ervare.....	10 10 0
Kelner (manlik of vroulik), leerling—	
Eerste ses maande ervaring.....	8 0 0
Tweede ses maande ervaring.....	9 0 0
(Geen kelner mag teen 'n loon van minder as £10. 10s. per maand in diens geneem word nie, tensy daar reeds 'n kelner in diens is wat £10. 10s. per maand ontvang nie; voorts met dien verstande dat minstens die helfte van die kelnere in diens in die inrigting minstens £10. 10s. per maand ontvang.)	
(xxiv) Wynkelner.....	13 0 0
(xxv) Alle ander persone nie elders genoem nie.....	9 12 0

(2) *Lewenskostetoelae.*—Elke werknemer moet tegelyk met die betaling van sy ander besoldiging, 'n lewenskostetoelae soos bepaal in Oorlogsmaatregel No. 43 van 1942, of enige wysiging daarvan, betaal word.

5. BETALING VAN LONE.

(1) (a) Die lone, lewenskostetoelae en besoldiging van werknemers vir oortyd is maandeliks verskuldig en betaalbaar en moet in elke geval binne drie dae nadat dit verskuldig is, kontant betaal word; met dien verstande dat, ingeval 'n werknemer se diens te eniger tyd voor die gewone betaalag van die werknemer beëindig, lone, lewenskostetoelae en besoldiging vir oortyd aan die werknemer verskuldig, op die dag van die diensbeëindiging betaal moet word, mits enige uniform wat in sy of haar besit mag wees, betyds teruggegee is.

(b) Die lone en lewenskostetoelae van werknemers vir spesiale funksies moet op of voor die Donderdagmiddag van elke week betaal word en 'n betaalkaart moet daarby gaan wat wys hoe die bedrag verkry is.

(c) Geen werkgewer mag die loon van 'n werknemer verlaag wat by die inwerkingtrekking van hierdie Ooreenkoms of daarna, 'n hoër loon ontvang as die minimum wat in hierdie Ooreenkoms voorgeskryf word nie.

(2) (a) Geen werknemer kan verplig word om as deel van sy dienskontrak by die werkgewer in te woon of om enige goedere van die werkgewer te koop nie. 'n Werknemer, behalwe 'n algemene hulp, 'n roosterkok of 'n afleweringswerknemer, wat toestem om by die werkgewer of by enige plek wat deur die werkgewer aangewys word, in te woon, kan nie verplig of toegelaat word om meer as die bedrag te betaal wat deur die werkgewer vir die inwoning betaal word en mag nooit meer as £2 per maand wees nie. 'n Werknemer wat toestem om enige ander maaltye as dié wat ingevolge artikel 6 (1) van hierdie Ooreenkoms verskaf word, te neem, kan nie verplig word om meer as 1s. 3d. per maaltyd te betaal nie.

(b) 'n arbeider, roosterkok of afleweringswerknemer wat toestem om by sy werkgewer in te woon, kan nie verplig word om meer as 10s. (tien shillings) per maand te betaal nie, en as volle losies verskaf word, nie verplig word om meer as £2 (twee pond) ekstra per maand te betaal nie.

(3) Behalwe soos in hierdie Ooreenkoms bepaal, mag hoegenaamd geen aftrekkings van 'n werknemer se loon gemaak word nie.

(4) Ingeval 'n werknemer skuldig is aan—

- (a) kwaadwillige berokkening van skade;
- (b) kwaadwillige breek van goedere;

kan van sy loon 'n bedrag afgetrek word, wat hoogstens gelyk is aan die skade berokken, soos die Raad mag bepaal. Enige bedrag aldus afgetrek, moet in die Raadskas gestort word.

(5) Ingeval 'n werknemer sonder toestemming van die werkgewer van die werk af wegbly, kan 'n *pro rata* bedrag vir die duur van die afwesigheid van die werknemer se loon afgetrek word.

(6) Met skriftelike toestemming van die werknemer kan bedrae deur die werkgewer vir siekte-, versekerings-, voorsienings-, of pensioenfondse van sy loon afgetrek word.

(7) Ingeval 'n werkgewer ingevolge 'n wet of ordonnansie of regsgeeding verplig is om 'n bedrag vir of ten behoeve van 'n werknemer te betaal, kan enige bedrag aldus betaal, van die werknemer se loon afgetrek word.

(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 for actual days worked in any one month, the monthly wages prescribed shall be divided by 25 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 and grillers and 8 in the case of all other employees.

(a) *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 employee 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 double hourly rates.

6. GENERAL.

(1) *Meals*.—Each employee (other than a labourer, a delivery employee, a griller, a theatre part-time counterhand, or a theatre vendor) shall be entitled to not less than two meals of the value of 1s. 3d. per meal in each working day, or at the option of the employer, in lieu of each meal the sum of 1s. 3d. In the case of a special function employee who is employed for a period of not less than 5 hours, a meal of the value of 1s. 3d. 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 may be employed in any one establishment.

7. DIFFERENTIAL RATES.

An employee who is engaged in more than one occupation in any one day shall receive the rate of wage laid down for the most highly paid of the occupations in which he is employed during such day.

8. HOURS OF WORK.

(1) *T* hours of labour shall not exceed—

(a) in the case of a griller, a delivery employee or a labourer, 9 hours per day to be completed within 14 hours from time of commencing work in six days of the week;

(b) 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;

(c) in the case of all other employees (other than part-time employees)—

(i) eight hours per day to be completed within eleven hours from the time of commencing work on four days of the week;

(ii) five hours on one day of each week to be completed before 2 p.m.;

(iii) nine hours on one day of each week to be completed within twelve hours of the time of commencing work.

(2) (i) Every employee, other than a part-time waiter, barman or wine steward, theatre part-time counterhand, a theatre part-time vendor, a motor vehicle driver, a griller, a delivery employee and a labourer, shall be granted one day off per week, and in addition one weekly half-day holiday commencing not later than 2 p.m.; provided, however, that for such business whose hour of commencing is not earlier than 12 noon, the hour of commencing work for the half-day holidays shall be no earlier than 7.30 p.m. and shall not finish later than 11.30 p.m.

(ii) Part-time waiters, barmen, wine stewards, a theatre part-time counterhand, a theatre part-time vendor, a motor vehicle driver, grillers, delivery employees or labourers shall be granted one whole day off per week, anything hereinbefore contained notwithstanding.

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

(3) No employee under the age of 15 years shall be required to work later than 8 p.m. on any day.

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.

(8) *Kommissie*.—Geen werknemer mag toegelaat word om slegs teen kommissie te werk nie, met dien verstande dat 'n werkgewer kommissie bo en behalwe die voorgeskrewe minimum loonskaal mag betaal.

(9) *Berekening van loonskaal*.—Vir berekening van die daaglikse loonskaal vir die getal dae werklik in 'n bepaalde maand gewerk, word die voorgeskrewe maandelikse loon deur 25 gedeel en die uurloonskaal word bepaal deur die genoemde dagloonskaal, deur nege te deel in die geval van arbeiders, afleweringswerknemers en roosterkoks en agt in die geval van alle ander werknemers.

(a) *Spesiale funksies*.—Ten einde die werklike getal ure waarvoor betaal moet word, te bereken, word dit beskou dat die werk 'n aanvang neem van die tyd wat die werknemer versoek is om hom vir werk aan te meld, tot die tyd waarop hy die plek waar die funksie gehou is, verlaat het en enige tyd (behalwe vir die reis) van meer as 'n halfuur wat verloor word na beëindiging van die funksie, moet as tyd wat gewerk is, beskou word.

(10) *Oortyd*.—Geen werknemer mag toegelaat of verplig word om meer as 6 (ses) uur oortyd in enige week sonder skriftelike toestemming van die Raad te werk nie. Vir oortydwerk moet teen dubbel die uurloon betaal word.

6. ALGEMEEN.

(1) *Maaltye*.—Elke werknemer (behalwe 'n arbeider, 'n afleweringswerknemer, 'n roosterkok, 'n deeltydse skouburgkelnerin, 'n deeltydse skouburgtoonbankbediende of 'n skouburgverkoper), is ten opsigte van elke werkdag geregtig tot minstens twee maaltye ter waarde van 1s. 3d. per maaltyd, of, na die keuse van die werkgewer, tot 'n bedrag van 1s. 3d. in plaas van elke maaltyd. In die geval van 'n werknemer vir spesiale funksies wat vir 'n tydperk van minstens vyf uur werk, moet 'n maaltyd ter waarde van 1s. 3d. verskaf word.

(2) *Tyd toegelaat vir maaltye*.—Aan 'n werknemer mag in geen geval minder as 'n halfuur vir elke maaltyd gedurende diens geneem, toegestaan word nie, met dien verstande egter dat enige tydperk van werk onderbreek deur 'n pouse van minder as een uur, as aaneenlopend beskou word.

(3) Vir die opleiding van 'n werknemer, mag geen premie gevra of aangeneem word nie.

(4) Hoogstens een bestuurder mag in enige afsonderlike inrigting werksaam wees.

7. DIFFERENSIËLE LOONSKALE.

'n Werknemer wat op enige dag verskillende soorte werk doen ten opsigte waarvan verskillende loonskale vasgestel is, moet volgens die hoogste van die loonskale vir die soorte werk deur hom op daardie dag verrig, betaal word.

8. WERKURE.

(1) Die werkure mag nie meer wees nie as—

(a) in die geval van 'n roosterkok, afleweringswerknemer of 'n arbeider: nege uur per dag wat voltooi moet word binne 14 uur van die begintyd af van werk op ses dae van die week;

(b) in die geval van 'n motorvoertuigbestuurder: 50 uur per week, wat insluit alle bestuurtjye, alle tyd wat die drywer bestee aan werk in verband met die voertuig, of die vraag en alle tye wat hy verplig is om op sy pos te bly in gereedheid om te bestuur wanneer nodig;

(c) in die geval van alle ander werknemers (behalwe deeltydse werknemers)—

(i) agt uur per dag wat voltooi moet word binne 11 uur van die begintyd van werk af op vier dae van die week;

(ii) vyf uur op een dag van elke week, wat voltooi moet word voor 2 nm.;

(iii) nege uur op een dag van elke week, wat voltooi moet word binne 12 uur van die begintyd van werk af.

(2) (i) Elke werknemer, behalwe 'n deeltydse kelner, kantienman of wynkelner, deeltydse skouburgtoonbankbediende, 'n deeltydse skouburgverkoper, 'n motorvoertuigbestuurder, 'n roosterkok, afleweringswerknemer en 'n arbeider, moet een dag per week vryaf, asook weekliks 'n halfdag, wat nie later as 2 nm. 'n aanvang neem nie, toegestaan word; met dien verstande egter dat, in die geval van 'n besigheid waar die werk nie voor 12-uur middag begin nie, die werk op so 'n halfdag nie voor 7.30 nm. mag begin en na 11.30 nm. eindig nie.

(ii) Deeltydse kelners, kantienmanne, wynkelners, deeltydse skouburgtoonbankbediende, deeltydse skouburgverkoper, motorvoertuigbestuurders, roosterkoks, afleweringswerknemers of arbeiders moet, ondanks enige bepaling hierin vervat, een volle dag vryaf per week toegestaan word.

(iii) Die bepalinge van hierdie klousule is nie op 'n persoon in diens as 'n bestuurder of 'n persoon wat uitsluitlik persele bewaak, van toepassing nie.

(3) Van geen werknemer onder die ouderdom van 15 jaar kan vereis word om op enige dag later as 8 nm. te werk nie.

9. TYDSTAAT.

(1) Elke werkgewer moet op 'n opvallende plek op sy perseel 'n "tydstaat" vertoon hou waarop die skofte wat elke werknemer daagliks gedurende die eersvolgende week moet werk, aangedui word, en moet ook 'n presensieregister verskaf en byhou, wat die werklike tyd op elke dag van die week gewerk, aantoon en wat deur die werknemer geteken moet word wanneer hy gedurende die werkdag begin en ophou met werk. Die bepalinge van hierdie klousule is nie op enige persoon wat as 'n arbeider in diens is, van toepassing nie.

(2) *Werknemer vir spesiale funksies*.—Elke werkgewer moet 'n register verskaf en byhou wat deur elke werknemer vir spesiale funksies geteken moet word op die aanvangs- en sluitingsuur van werk by elke funksie waarvoor hulle in diens geneem is.

10. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 1d. (one penny) from the daily earnings of each person employed as a special function employee or casual hand and 5d. (five pence) 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 Buildings West, Joubert Street, Johannesburg.

11. RECORDS OF PERSONS EMPLOYED.

Every employer shall, not later than the fifteenth 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, cost-of-living allowance, and occupation of each such employee.

12. UNIFORMS.

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

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;

and provided further, that an employer may pay to an employee wages at the rate prescribed for his class in lieu of the prescribed or agreed period of notice.

14. HOLIDAYS.

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

- (a) a griller, a delivery employee, 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 £1 as a food allowance;
- (b) an employee, other than a griller, delivery employee 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 £1. 10s. as a food allowance. Whenever a public holiday falls within the period of annual 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 £2. 5s. as a food allowance.

(2) The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be granted to commence not later than one month after the completion of each year of service.

(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 one 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 or a labourer, one day's pay, or where food was supplied in addition to such pay, plus a food allowance of 1s. 3d. 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 2s. per day;
- (c) in the case of all other employees, 1½ day's pay plus food allowance at the rate of 2s. per day;

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

(4) For the purpose of this section, 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 fell due, whichever is the later. Any period during which an employee is on leave in accordance with the provisions of sub-section (1) of this section or is undergoing training under the South Africa Defence Act, 1912, or is absent from work owing to illness shall be deemed to be employment, but any period of absence owing to illness in excess of thirty days in any twelve months or for three 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.

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

15. SICK PAY.

Each employee, other than a casual hand and a special function employee, shall, upon the production of a doctor's certificate (showing the nature of the illness) be entitled to one day's sick leave on full pay for each completed month of service with the same employer; provided that an employee who at the end

10. UITGAWES VAN DIE RAAD.

* Ten einde die uitgawes van die Raad te dek, moet elke werkgewer 1d. (een pennie) van die daelike verdienste van elke persoon aftrek wat as 'n werknemer vir spesiale funksies of as 'n los werker in diens is, en 5d. (vyf pennies) maandeliks van die verdienste van elkeen van sy ander werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg, en maandeliks, op of voor die 15de dag van elke maand die totale bedrag aan die Sekretaris van die Raad, Posbus 6649, Johannesburg, of aan die kantoor van die Raad, His Majesty's-gebou-wes 501-3, Joubertstraat, Johannesburg, stuur.

11. OPGAWE VAN PERSONE IN DIENS.

Elke werkgewer moet op of voor die 15de dag van elke maand 'n lys aan die Sekretaris van die Nywerheidsraad, Posbus 6649, Johannesburg, stuur van die persone wat gedurende die vorige maand in sy diens was, met vermelding van die loonskaal, lewenskostoelae en bedryf van elke sodanige werknemer.

12. UNIFORMS.

'n Werkgewer wat van sy werknemer eis om 'n uniform, oorpak, wasbare baadjie, pet of voorskoot te dra, moet dit kosteloos verskaf en dit bly die eiendom van die werkgewer.

13. DIENSEEËNDIGING.

'n Werkgewer of werknemer moet minstens 24 uur vooraf diens opsig; met dien verstande dat dit geen inbreuk maak op die volgende nie—

- (i) die reg van 'n werkgewer of werknemer om 'n dienskontrak sonder kennisgewing op te sê om enige goeie rede wat deur die Wet as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen die werkgewer en die werknemer wat voorsiening maak vir 'n langer diensopseggingstyd as 24 uur;

en voorts met dien verstande dat 'n werkgewer aan 'n werknemer loon teen die skaal voorgeskryf vir sy klas kan betaal in plaas van die voorgeskrewe tydperk van kennisgewing of die tydperk soos ooreengekom.

14. VERLOF.

(1) Vir elke jaar ononderbroke diens by dieselfde werkgewer moet—

- (a) 'n roosterkok, 'n aflerwingswerknemer en 'n arbeider vakansieverlof teen volle betaling vir 'n onafgebroke tydperk van 18 agtereenvolgende dae gegee word, met dien verstande dat as 'n werknemer ook kos ontvang het, die werknemer benewens die betaling, £1 as kostetoelae gegee word;
- (b) 'n werknemer, behalwe 'n roosterkok, 'n aflerwingswerknemer of 'n arbeider, wat alle openbare vakansiedae teen volle betaling toegestaan word, vakansieverlof teen volle betaling vir 'n onafgebroke tydperk van 14 dae gegee word, en benewens dié bedrag van £1. 10s. as kostetoelae betaal word; as 'n openbare vakansiedag binne die tydperk van jaarlikse verlof val, moet dié vakansiedag by die genoemde tydperk van afwesigheidsverlof met volle betaling gevoeg word;
- (c) alle ander werknemers vakansieverlof teen volle betaling vir 'n onafgebroke tydperk van 21 dae gegee word en benewens 'n bedrag van £2. 5s. as kostetoelae betaal word.

(2) Die werkgewer kan vasstel wanneer dié verlof geneem moet word, maar ingeval die werkgewer verlof nie eerder aan 'n werknemer toegestaan het nie, moet die verlof binne een maand na afloop van elke jaar diens toegestaan word.

(3) As 'n werknemer se diens in enige jaar eindig voor voltooiing van die jaar, maar na voltooiing van een maand se diens, moet die werkgewer aan die werknemer vir elke voltooiende maand diens in die onvoltooiende jaar betaal—

- (a) in die geval van 'n roosterkok, 'n aflerwingsbediende, of 'n arbeider: een dag se loon, plus 'n kostetoelae van 1s. 3d. per dag waar kos benewens die betaling, verskaf is;
- (b) in die geval van 'n werknemer genoem in subartikel (1) (b): een dag se loon, plus kostetoelae teen die skaal van 2s. per dag;
- (c) in die geval van alle ander werknemers: 1½ dag se loon, plus kostetoelae teen die skaal van 2s. per dag;

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

(4) Vir die toepassing van hierdie artikel, word dit beskou dat diens begin op die datum waarop die werknemer by die werkgewer in diens getree het, of na gelang van die jongste datum, die datum waarop die jongste verlof verskuldig geword het. Enige tydperk gedurende welke 'n werknemer met verlof is ingevolge die bepaling van subartikel (1) van hierdie artikel, of opleiding ondergaan ingevolge die Zuid Afrika Verdedigings Wet, 1912, of van werk afwesig is weens siekte, word as diens beskou, maar enige tydperk van afwesigheid weens siekte en van meer as 30 dae binne 12 maande, of vir drie, of meer agtereenvolgende dae as die werknemer, nadat die werkgewer dié geëis het, in gebreke bly om 'n mediese sertifikaat voor te lê waarin vermeld word dat hy weens siekte verhinder is om sy werk te doen, word nie as diens beskou nie.

(5) Geen werknemer in die teekamer-, restaurant- en verseringsbedryf word toegelaat om gedurende die termyn van vakansieverlof te werk nie.

15. SIEKTETETALING.

Elke werknemer (behalwe 'n los werker en 'n werknemer vir spesiale funksies), is by voorlegging van 'n doktersertifikaat (wat die aard van die siekte aantoon) geregtig tot een dag siekteverlof met volle betaling ten opsigte van elke volle maand diens by dieselfde werkgewer, met dien verstande dat 'n werknemer wat

of any year's employment has been absent for more than, and been paid in respect of, 12 (twelve) days, shall be entitled to receive payment for such excess not exceeding 2 (two) days. Sick leave and holiday leave shall not run concurrently.

16. LEARNER'S CERTIFICATE.

No employer shall engage any person as a learner 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 wage 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.

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 employers' 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 subscription.

(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 SUBSCRIPTION.

Every employer shall deduct 2s. (two shillings) 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 27 Sanderson's Buildings, Harrison 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 any employee and inspect the record 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 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 18th day of December, 1951.

J. J. HOFFMANN,
Chairman of the Council.
RUTH CRUTCHFIELD,
Vice-Chairman of the Council.
J. A. PERL,
Secretary of the Council.

aan die end van 'n jaar diens afwesig was vir meer as, en betaal is ten opsigte van 12 (twaalf) dae, geregtig is om vir hoogstens 2 (twee) van die verdere dae betaling te ontvang.

Siekteverlof en vakansieverlof mag nie saamval nie.

16. LEERLINGSERTIFIKAAT.

Geen werkgewer mag 'n persoon as leerling in diens neem nie, tensy dié persoon 'n sertifikaat toon wat op aansoek aan hom deur die Sekretaris van die Raad uitgereik moet word en waarin die duur van die vorige ervaring, indien enige, van so 'n persoon aangegee word.

'n Leerling wat nie 'n leerlingertifikaat besit nie, word beskou as 'n ervare kelner te wees en moet die loon betaal word wat vir 'n ervare kelner voorgeskryf word.

17. DIENSSERTIFIKAAT.

'n Werkgewer moet by diensbeëindiging van enigeen van sy werknemers, aan dié werknemer 'n dienssertifikaat uitreik wat die name van die werkgewer en van die werknemer, aard van die werk en die aanvangs- en beëindigingsdatum van die diens vermeld.

18. LIDMAATSKAP VAN DIE VAKVERENIGING EN DIE WERKGEWERORGANISASIE.

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

(2) Lidmaatskap van die vakvereniging word bewys deur voorlegging van 'n lidmaatskapkaartjie uitgereik deur die vakvereniging waaruit blyk dat die lededag van die persoon daarin vermeld, nie meer as drie maande agterstallig is nie.

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

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

19. LEDEGELD VAN VAKVERENIGING.

Elke werkgewer moet maandeliks 2s. (twee shillings) aftrek van die loon van elke lid van die vakvereniging wat by hom in diens is en die totale bedrag tesame met 'n lys van werknemersname, op of voor die sewende dag van elke maand aan die Sekretaris van die Vakvereniging, Posbus 6041, of Sanderson-gebou 27, Harrisonstraat, Johannesburg, stuur.

20. VERTONING VAN OOREENKOMS.

(1) 'n Leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf by regulasie ingevolge die Wet, moet op 'n opvallende plek in elke inrigting vertoon word.

(2) Alle kennisgewings van vergaderings of ander aangeleenthede wat lede van die vakvereniging raak, moet ook deur die werkgewer vertoon word as kopie daarvan deur die vereniging verskaf word.

21. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om by die toepassing van hierdie Ooreenkoms behulpsaam te wees. 'n Agent kan enige inrigting binnetree en kan enige werkgewer of werknemer ondervra en die aantekeninge van lone wat betaal, tyd wat gewerk en bedrae wat vir oortyd betaal word, ondersoek ten einde vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

22. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enige bepaling van hierdie Ooreenkoms verleen om enige goeie en voldoende rede.

(2) Die Raad moet, ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes waarop die vrystelling verleen word en die termyn waarvoor die vrystelling geldig is, bepaal; met dien verstande dat die Raad, na goeddunke en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, 'n vrystellingsertifikaat kan herroep, of die tydperk waarvoor vrystelling verleen is verstreke is of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie die vrystelling verleen word, 'n sertifikaat deur hom geteken, uitreik waarin vermeld word—

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

(4) Die Sekretaris van die Raad moet—

- (i) alle sertifikate wat uitgereik word, in volgorde nummer;
- (ii) 'n kopie van elke sertifikaat wat uitgereik word, behou en een aan die Afdelingsinspekteur, Departement van Arbeid, Johannesburg, stuur;
- (iii) ingeval vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

Namens die partye hierby op hede die 18de dag van Desember 1951 in Johannesburg onderteken.

J. J. HOFFMANN,
Voorsitter van die Raad.
RUTH CRUTCHFIELD,
Ondervoorsitter van die Raad.
J. A. PERL,
Sekretaris van die Raad.