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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. 2361.] [9 October 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

LIQUOR AND PRIVATE HOTEL AND BOARDING HOUSE TRADES, SOUTH COAST, NATAL.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Private Hotel and Boarding House Trades, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 15 (inclusive) and 17 to 20 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in any of the said trades in the Magisterial Districts of Durban (excluding the area within a radius of ten miles from the General Post Office, Durban), Umzinto and Port Shepstone; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban (excluding the area within a radius of ten miles from the General Post Office, Durban), Umzinto and Port Shepstone, and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 3 to 15 (inclusive) and 17 to 20 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trades 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.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2361.] [9 Oktober 1952.
NYWERHEID-VERSOENINGSWET, 1937.

DRANK- EN PRIVAATHOTEL- EN LOSIESHUIS-BEDRYWE, SUIDKUS, NATAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Drank- en Privaathotel- en Losieshuisbedrywe betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vakvereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 en 17 tot en met 20 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in enigeen van genoemde bedrywe in die magistraatsdistrikte Durban (uitgesonderd die gebied binne 'n omtrek van tien myl van die Hoofposkantoor, Durban), Umzinto en Port Shepstone; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 en 17 tot en met 20 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die genoemde tweede Maandag eindig, in die magistraatsdistrikte Durban (uitgesonderd die gebied binne 'n omtrek van tien myl van die Hoofkantoor, Durban), Umzinto en Port Shepstone *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedrywe, wat nie by die woordomskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR, CATERING,
PRIVATE HOTEL AND BOARDING-HOUSE TRADES,
SOUTH COAST, NATAL.

AGREEMENT

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

South Coast Caterers' Association-

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

The Natal Liquor and Catering Trades Employees' Union

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

being the parties to the Industrial Council for the Liquor, Catering, Private Hotel and Boarding-house Trades, South Coast, Natal.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial District of Umzinto, Port Shepstone and Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), by all employers and employees engaged or employed in the liquor trade who are members of the employers' organization or of the trade union.

(b) The terms of this Agreement shall be observed in the Magisterial Districts of Umzinto, Port Shepstone and Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), by all employers and employees engaged or employed in the Private Hotel and Boarding-house Trade who are members of the employers' organization or of the trade union.

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1937;

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

"qualified class A barman" means a barman employed to serve Europeans in an establishment who has had not less than two years' experience as such;

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

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

"learner class B barman" means a barman employed to learn the work of a qualified class B barman, and who has had less than one year's experience;

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

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

"Council" means the Industrial Council for the Liquor, Catering, Private Hotel and Boarding-house Trades, South Coast, Natal;

"establishment" means any premises (1) in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the licences specified in the definition of liquor trade, or (2) in or in connection with which one or more employees are employed in the private hotel and boarding-house trade;

"experience" means the total period of employment an employee has had, before or subsequent to the date of commencement of this Agreement in the occupation in which he is employed in the Liquor Trade and the Private Hotel and Boarding-house Trade in the case of employees other than clerical employees and in any trade or industry in the case of clerical employees;

"grade I employee" means any male employee who is not otherwise specified in sub-section (1) (a) or sub-section (2) (a) of section 13 of this Agreement;

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS-,
PRIVAATHOTEL- EN LOSIESHUISBEDRYWE, SUID-
KUS, NATAL.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit tussen die—

„South Coast Caterers' Association”

(hierna genoem „die werkgewers” of „die werkgewers-organisatie”), aan die een kant, en die

„Natal Liquor and Catering Trades Employees' Union”

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

wat partye is by die Nywerheidsraad vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedrywe, Suidkus, Natal.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrikte Umzinto, Port Shepstone en Durban (uitgesonderd die gebied binne 'n omtrek van 10 myl van die Hoofposkantoor, Durban), nagekom word deur alle werkgewers en werknemers werksaam in of in diens by die drankbedryf wat lede is van die werkgewersorganisasie of van die vakvereniging.

(b) Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrikte Umzinto, Port Shepstone en Durban (uitgesonderd die gebied binne 'n omtrek van 10 myl van die Hoofposkantoor, Durban), nagekom word deur alle werkgewers en werknemers werksaam in of in diens by die privaathotel- en losieshuisbedryf wat lede is van die werkgewersorganisasie of van die vakvereniging.

2. BESTEK VAN TOEPASSING.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister, ingevolge artikel agt-en-veertig van die Wet, vasgestel word en bly twee jaar van krag of 'n termyn wat deur hom vasgestel word.

3. WOORDEEPALINGS.

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

„Wet”, die Nywerheid-versoeningswet, 1937;

„kantienman”, 'n werknemer wat drank oor of van 'n kantientoonbank in 'n inrigting verkoop;

„klas A-kantienman, gekwalifiseer”, 'n kantienman wat blankes in 'n inrigting bedien en wat minstens twee jaar ondervinding as sulks het;

„klas A-leerlingkantienman”, 'n werknemer in diens om die werk van 'n klas A-kantienman te leer en wat minder as twee jaar ondervinding het;

„klas B-kantienman, gekwalifiseer”, 'n kantienman wat in diens is in 'n inrigting waarin die verkoop van drank uitsluitlik tot nie-blankes beperk is en wat minstens een jaar ervaring het;

„klas B-leerlingkantienman”, 'n kantienman in diens om die werk van 'n gekwalifiseerde klas B-kantienman te leer en wat minder as een jaar ervaring het;

„los werknemer”, 'n werknemer wat vir 'n tydperk van hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

„kok”, 'n werknemer (behalwe 'n leerling of graad II-werknemer), wat uitsluitlik of hoofsaaklik 'n werksaamheid in die bereiding of kook van kos verrig;

„Raad”, die Nywerheidsraad vir die Drank- Verversings-, Privaathotel- en Losieshuisbedrywe, Suidkus, Natal;

„inrigting”, 'n perseel (1) waarvoor vir die verkoop van drank daarin, daaruit, of daarop een of meer lisensies gehou word soos bepaal in die woordbepaling van die drankbedryf, of (2) waarin of in verband waarmee een of meer werknemers van die privaathotel- en losieshuisbedryf werksaam is;

„ervaring”, die totale tydperk van diens wat 'n werknemer voor of na die aanvangsdatum van hierdie Ooreenkoms het in die werksaamheid waarin hy in die drankbedryf en die privaathotel- en losieshuisbedryf werksaam is, in die geval van ander werknemers as klerklike werknemers en in enige bedryf, of nywerheid, in die geval van klerklike werknemers;

„graad I-werknemer”, 'n manlike werknemer wat nie andersins in subartikel (1) (a) of subartikel (2) (a) van artikel 13 van hierdie Ooreenkoms gespesifiseer word nie;

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

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

and who may, in addition to any of the said duties, make toast, tea, coffee, cocoa or similar beverages and receive messages or run errands;

"garage attendant" means an employee who is wholly or mainly engaged in the care and cleaning of motor cars;

"handyman/painter" means an employee engaged mainly in painting, repairing and renovating buildings or property;

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

"hourly wage" means, in the case of casual employees, the daily wage divided by 9 and in the case of all other employees the weekly wage divided by 59;

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

"housemaid or chambermaid" means a female employee engaged in dusting or tidying bedrooms, livingrooms or other parts of an establishment; making beds and assisting in the receipt and mending of household linen, handling linen and laundry and laundering;

"bedroom boy" means a male employee engaged in dusting or tidying bedrooms, livingrooms or other residential parts of an establishment, making beds, attending to the requirements of guests in bedrooms and assisting in serving morning and afternoon teas and laundering.

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

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

- (a) a class A barman, less than two years;
- (b) a class B barman, less than one year;
- (c) a cook, less than two years;
- (d) a waiter or waitress in the liquor trade, less than two years;
- (e) a clerk, less than three years;
- (f) a waiter or waitress in the private hotel and boarding-house trade, less than one year;

"liquor trade" means the trade carried on by employers and employees other than employees the major portion of whose times is spent in or in connection with the catering trade, when conducting temporarily or permanently, a business where the sale of liquor is carried on and in connection with which one or more of the following licences under the provisions of the Liquor Act, 1928, are held:—

- (1) Restaurant liquor licence;
- (2) hotel liquor licence;
- (3) theatre or sports ground liquor licence;
- (4) temporary liquor licence;
- (5) late hours occasional licence;
- (6) wine and malt liquor licence;

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

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

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

"page" means a juvenile male, employee, wholly or mainly engaged in running errands, delivering letters, messages or parcels and answering bells or telephone calls;

"porter" means a male employee engaged wholly or substantially in meeting trains, etc., arranging for guests and their luggage to be taken to or from an establishment, driving the establishment's vehicles, and who may in addition receive or deliver messages or packages or assist in serving meals or refreshments;

"private hotel and boarding-house trade" means the trade of hotelkeeper, boarding or lodging-house keeper carried on by persons who are required to hold the licence specified under item 5 of Part I of Second Schedule to the Licences Consolidation Act, 1925 (excluding establishments in respect of which a licence is held under the provisions of the Liquor Act, 1928);

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

(a) Skoonmaak van diere, skoetsel, meubels, persele, gerce, voertuie of ander artikels en/of dra van voedingsmiddels, bagasie, pakkette, gerei of ander artikels met inbegrip van vroeë moretee, -koffie, -kakao of soortgelyke drankte aan gaste;

(b) skoonmaak en/of berei van vis, vrugte, vleis, pluimvee, groente, pluk van pluimvee, skil en/of oopsny van vrugte en groente, kook van rantsoene vir naturelle, kook van pap en eiers;

(c) vure maak en onderhou of afval verwyder;

(d) diere of pluimvee versorg;

(e) enige handvoertuig stoot of trek;

(f) persele en hul inhoud, bagasie, pakkette en ander artikels bewaak;

(g) aandag aan voedsel wy terwyl dit gekook word, onder toesig van 'n kok;

(h) flesse verpak en sorteer, goed ontvang, kiste en dergelyke goed stapel;

en wat benewens enige van die genoemde werksaamhede roosterbrood, tee, koffie, kakao of soortgelyke drankte kan maak en boodskappe kan ontvang of doen;

"garagebediende", 'n werknemer wat uitsluitlik of hoofsaaklik besig is met die versorging en skoonmaak van motorkarre;

"handlanger/skilder", 'n werknemer wat hoofsaaklik besig is met skilder, herstel en vernuwing van geboue of eiendom;

"hoofkelner", 'n werknemer wat uitsluitlik of hoofsaaklik klante hul sitplekke aanwys en algemene toesig hou oor die bedien van klante en wat in beheer is oor 'n ondergeskikte personeel van kelners;

"uurloon", in die geval van 'n los werknemer, die dagloon gedeel deur 9 en in die geval van alle ander werknemers die weekloon gedeel deur 59;

"huishoudster", 'n vroulike werknemer wat spesifiek die werk van binnemeisies en kamermeisies reël en toesig daarop hou en wat buitendien enige van die werksaamhede van 'n binnemeisie of kamermeisie mag verrig en die bestel van kos en lewerings kan versorg;

"binnemeisie" of "kamermeisie", 'n vroulike werknemer wat slaapkamers, woonkamers of ander gedeeltes van 'n inrigting afstof of aan kant maak; bedde opmaak en help by die ontvang en herstel van huishoudlinne, hanteer van linne en wasgoed en wasgoed was;

"slaapkamerbediende", 'n manlike werknemer wat slaapkamers, woonkamers of ander woongedeeltes van 'n inrigting afstof of aankant maak, bedde opmaak, in die behoeftes van gaste in slaapkamers voorsien en help met bedien van more- en middagtee en wasgoed was;

"jeugdige", enige werknemer onder 21 jaar of enige leerling; "leerling", 'n werknemer wie se ervaring in die bepaalde werksaamheid waarin hy werksaam is, indien indiens as—

(a) 'n klas A-kantienman, minder as twee jaar;

(b) 'n klas B-kantienman, minder as een jaar;

(c) 'n kok, minder as twee jaar;

(d) 'n kelner of kelnerin in die drankbedryf, minder as twee jaar;

(e) 'n klerk, minder as drie jaar;

(f) 'n kelner of kelnerin in die privaathotel- en losieshuisbedryf, minder as een jaar is;

"drankbedryf", die bedryf uitgeoefen deur werkgewers en werknemers, behalwe werknemers wat die grootste gedeelte van hul tyd bestee in of in verband met die verversingsbedryf, vir die tydelike of permanente dryf van 'n besigheid waar drank verkoop word en in verband waarmee een of meer lisensies ingevolge die Drankwet, 1928, gehou word—

- (1) restaurant-dranklisensie;
- (2) hotel-dranklisensie;
- (3) teater- of sportterrein-dranklisensie;
- (4) tydelike dranklisensie;
- (5) nagtelike geleentheidslisensie;
- (6) wyn- en bier-dranklisensie.

"buiterverbruiksbediende", 'n werknemer wat hoofsaaklik of uitsluitlik besig is met die verkoop van drank vir verbruik buitekant die gelisensieerde perseel;

"gekwalfiseerde buiterverbruiksbediende", 'n buiterverkoopsbediende met minstens twee jaar ervaring;

"ongekwalfiseerde buiterverbruiksbediende", 'n buiterverkoopsbediende met minder as twee jaar ervaring;

"joggie", 'n jeugdige manlike werknemer wat uitsluitlik of hoofsaaklik briewe, boodskappe, of pakkette aflewer en klokkes of telefoonoprope beantwoord;

"kelner vir spesiale funksies", 'n kelner wat by die uur in diens geneem word vir spesiale funksies;

"portier", manlike werknemer wat uitsluitlik of hoofsaaklik treine, ens., ontmoet, sorg dat gaste en hul bagasie na of van 'n inrigting geneem word, die inrigting se voertuie bestuur en wat buitendien boodskappe of pakkette kan aflewer, of met die bedien van maaltye of verversings kan help;

"privaathotel- en losieshuisbedryf", die bedryf van hotelhouer, koshuishouer of losieshuishouer wat uitgeoefen word deur persone wat verplig is om die lisensie te hou soos gespesifiseer kragtens item 5 van deel I van die Tweede Aanhangsel van die Licenties Konsolidatiewet, 1925 (uitgesonderd inrigtingstien opsigte waarvan 'n lisensie gehou word kragtens die bepalinge van die Drankwet, 1928);

- "qualified cook" means a cook who has had not less than two years' experience as a cook;
- "qualified waiter or waitress" in the Liquor trade, means a waiter who has had not less than two years' experience as a waiter;
- "qualified waiter or waitress" in the Private Hotel and Boarding-house Trade, means a waiter who has had not less than one year's experience as a waiter;
- "qualified storeman" means an employee engaged wholly or mainly in the making of toast, sandwiches, snacks, tea, coffee, cocoa or similar beverages, handing such to waiters for service to customers and controlling stores;
- "unqualified storeman" means an employee employed to learn the work of a qualified storeman, and who has had less than one year's experience;
- "quarter" means any three-monthly period beginning on the first day of January, April, July or October;
- "rates" includes payments for overtime and payments in lieu of board and/or lodging;
- "seven-day establishment" means an establishment in which the liquor trade may be carried on for seven days a week;
- "special function" means an entertainment such as a dinner, dance or reception for the purpose of making a social event or celebrating an occasion;
- "special function waiter" means a waiter employed by the hour to work in connection with a special function;
- "spread-over" means the period in any day from the time the employee begins work to the time when he finishes work for the day. For the purpose of this definition "day" means any period of 24 hours from midnight to midnight;
- "wage" means the hourly, daily, weekly or monthly wage and does not include commission;
- "waiter" or "waitress" means an employee, who is engaged for the purpose of serving guests at tables or any other part of the building occupied by guests, to answer bells, to mark billiards, and to perform such other service as the comfort and convenience of hotel guests may require, including the preparation of hors-d'oeuvres and light refreshments;
- "weekly wage" means the monthly wage prescribed in section 13 (1) (a) and (2) (a) divided by four and one-third;
- "head cook" means a qualified cook who is employed to supervise the kitchen, prepare menus and attend to the ordering of supplies;
- "cook's assistant" means an employee, other than a labourer, who, under the supervision of a qualified cook, assists the cook by attending to foodstuffs in the process of cooking and/or cooking meat or other foodstuffs, intended for the consumption of the employees of the establishment, and who may make ice-cream and may cook breakfast for guests, cook eggs or porridge, make toast, tea, coffee, cocoa or similar beverages;
- "curry cook" means an employee who is engaged in the preparation of Indian curry dishes and food in curry rooms and/or Indian dining rooms;
- "curry waiter" means an employee engaged for the purpose of serving guests at a table or elsewhere in a curry room or Indian dining room;
- "clerk, male and female," means an employee, other than a housekeeper, engaged in writing, book-keeping or any other form of clerical work, and includes a receptionist;
- "female general assistant" means a female employee performing work not specifically included in the duties of any other employee defined in this Agreement;
- "laundryman/laundrymaid" means an employee who is engaged mainly in laundering.

4. PAYMENT OF WAGES AND RATES.

- (1) The wages and rates of all employees shall become due and be paid monthly or weekly, provided that if the contract of service of an employee is terminated before the usual pay-day of such employee, the wages and rates due to him shall be paid immediately on such termination.
- (2) No premium shall be charged or accepted for the training of an employee.
- (3) No fines of any kind shall be imposed upon any employee.
- (4) No employee shall be required to purchase goods from his employer.
- (5) No deductions of any kind other than the following shall be made from the wages and rates of an employee:—
- Subject to the provisions of section 10 of this Agreement where an employee absents himself from work, a pro rata amount may be deducted for the period of such absence;
 - with the written consent of an employee, deductions may be made for holiday, sick, insurance, provident or pension funds;
 - contributions to the Council funds shall be deducted in terms of section 15 of this Agreement;
 - where an employer is compelled by any law or Ordinance or legal process to make payment for or on behalf of an employee, any amount so paid may be deducted;

- "gekwalifiseerde kok", 'n kok met minstens twee jaar ervaring as 'n kok;
- "gekwalifiseerde kelner of kelnerin", in die drankbedryf, 'n kelner met minstens twee jaar ervaring as 'n kelner;
- "gekwalifiseerde kelner of kelnerin", in die privaathotel- en losieshuisbedryf, 'n kelner met minstens een jaar ervaring as 'n kelner;
- "gekwalifiseerde magasynmeester", 'n werknemer wat uitsluitlik of hoofsaaklik besig is met die maak van roosterbrood, toebroodjies, versnapperings, tee, koffie, kakao of dergelike drank, dit aan kelniers vir die bediening van klante oorhandig, en vir voorrade verantwoordelik is;
- "ongekwalifiseerde magasynmeester", 'n werknemer in diens om die werk van 'n gekwalifiseerde magasynmeester te leer en wat minder as een jaar ervaring het;
- "kwartaal", 'n driemaandelikse tydperk wat begin op die eerste dag van Januarie, April, Julie of Oktober;
- "skale", ook betalings vir oortydienste en betalings in plaas van kos en/of huisvesting;
- "sewedaagse inrigting", 'n inrigting waarin die drankbedryf sewe dae per week uitgeoefen mag word;
- "spesiale funksie", 'n dinie, dans of onthaal vir die doel van 'n sosiale geleentheid, of om 'n gebeurtenis te vier;
- "werkdag", die tydperk op 'n dag van die tyd waarop die werknemer begin werk tot die tyd waarop hy ophou met werk vir daardie dag. Vir die doel van hierdie woordbepaling beteken "dag" 'n tydperk van 24 uur van middernag tot middernag;
- "loon", die uur-, dag-, week-, of maandloon, maar sluit nie kommissie in nie;
- "kelner" of "kelnerin", 'n werknemer wat gaste aan tafel, of in enige ander deel van die gebou wat deur gaste bewoon word bedien, klokke beantwoord, biljart markeer, en sulke ander dienste verrig as wat vir die gerief en gemak van hotelgaste vereis is, met inbegrip van die bereiding van hors-d'oeuvres en ligte verversings;
- "weekloon", die maandloon soos in artikel 13 (1) (a) en (2) (a) voorgeskryf, gedeel deur vier en een-derde;
- "hoofkok", 'n gekwalifiseerde kok wat in diens is vir toesig oor die kombuis, bereiding van spyskaarte en bestel van voorrade;
- "assistent-kok", 'n werknemer, behalwe 'n arbeider, wat onder toesig van 'n gekwalifiseerde kok die kok help met die versorging van kos en/of vleis of ander voedingsmiddels wat gekook word en bestem is vir gebruik deur die werknemers van die inrigting en wat roomys kan maak en vir gaste onthou kan kook, eiers of pap kook, roosterbrood, tee, koffie, kakao of ander soortgelyke drank kan maak;
- "kerriekok", 'n werknemer wat Indiese kerrieregte en kos in kerriekamers en/of Indiër-eetkamers voorberei;
- "kerriekelner", 'n werknemer in diens vir die doel om gaste aan 'n tafel of elders in 'n kerriekamer of Indiër-eetkamer te bedien;
- "klerk, manlik en vroulik", 'n werknemer, behalwe 'n huis-houdster, wat skryfwerk, boekhouwerk, of enige ander vorm van klerklike werk verrig en sluit in 'n ontvangklerk;
- "vroulike algemene bediende", 'n vroulike werknemer wat werk verrig wat nie spesifiek in die werksaamhede van enige ander werknemer in hierdie Ooreenkoms bepaal is nie.
- "wasserywerker/wasserywerkster", 'n werknemer wat hoofsaaklik besig is met wasgoed was.

4. BETALING VAN LONE EN SKALE.

- (1) Die lone en skale van alle werknemers is weekliks of maandeliks verskuldig en betaalbaar; met dien verstande dat as 'n werknemer se dienskontrak voor die gewone betaal dag van die werknemer eindig, die lone en skale aan hom verskuldig onmiddellik by sodanige beëindiging betaal moet word.
- (2) Vir die opleiding van 'n werknemer mag geen premie bereken of aangeneem word nie.
- (3) Geen boetes hoegenaamd mag 'n werknemer opgelê word nie.
- (4) Van geen werknemer kan vereis word om goedere van sy werkgewer te koop nie.
- (5) Geen kortings hoegenaamd, behalwe die volgende, mag van die lone en skale van 'n werknemer afgetrek word nie:—
- Onderworpe aan die bepalinge van artikel 10 van hierdie Ooreenkoms kan 'n bedrag *pro rata* afgetrek word ten opsigte van 'n tydperk van afwesigheid as 'n werknemer van werk afwesig is;
 - met skriftelike toestemming van die werknemer kan kortings afgetrek word vir verlof- siekte-, versekerings-, voorsorg- en pensioenfondse;
 - bydrae aan die Raadsfonds moet afgetrek word ooreenkomstig die bepalinge van artikel 15 van hierdie Ooreenkoms;
 - as 'n werknemer kragtens 'n wet, of ordonnansie of regsgevolg verplig is om vir, of namens die werknemer 'n betaling te doen, kan enige bedrag aldus betaal, afgetrek word;

- (e) deductions for advances on uniforms in terms of section 12 of this Agreement;
- (f) deductions for subscriptions to the Trade Union in terms of section 22 of this Agreement.

5. JUVENILES.

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

6. HOURS OF WORK.

(1) (a) The ordinary hours of work of an employee, other than a casual employee, shall not exceed 59 hours per week, or nine hours in any one day, to be completed within a spread-over of 14 hours.

(b) The ordinary hours of work of a casual employee shall not exceed 9 per day to be completed within a spread-over of 14 hours.

(2) *Time Off Duty.*—Each employee, other than a casual employee, shall be granted one half day off per week, such half day to commence at 12 noon, until commencement of duty the next day, or from 2 p.m. until 9 a.m. the following day; provided that by mutual agreement, all employees may in lieu of such halfday off per week be given one full day off per fortnight or two full days off per month.

(3) All employees who are required or allowed to work on any day, or during any week in excess of the ordinary working hours for such day, or such week, as the case may be, shall for such excess be paid the hourly wage plus 50 per cent for every hour or part of an hour so worked; provided that where overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

(4) Every employee shall be granted not less than thirty minutes for each meal falling within his hours of work, and no employee shall work longer than five hours without an interval of at least thirty minutes for a meal. All meal times shall be included in the spread-over referred to in sub-section (1) of this section but shall not form part of the hours worked.

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

(6) The provisions of this clause shall not apply to a special function waiter.

7. PROPORTION OR RATIO OF EMPLOYEES.

An employer shall employ—

(a) a qualified cook before a cook's assistant is employed and not more than one cook's assistant may be employed in any establishment for every qualified cook;

(b) a qualified male clerical employee, female clerical employee, cook, waiter, waitress, respectively, before an unqualified employee of the class concerned may be employed by him and not less than one qualified male clerical employee, female clerical employee, barman, cook, waiter, waitress, shall be employed for each unqualified male clerical employee, female clerical employee, barman, cook, waiter, waitress, respectively, employed by him;

provided that—

(1) an employee who is wholly or mainly engaged in performing the work of a clerical employee, barman or cook may be deemed to be a qualified clerical employee, barman, cook, as the case may be;

(2) for the purposes of this clause an unqualified male clerical employee, female clerical employee, barman, cook, waiter, waitress receiving not less than the wage prescribed in clause 13 (1) (a) and (2) (a) for a qualified male clerical employee, female clerical employee, barman, cook, waiter, waitress, as the case may be, may be deemed to be a qualified male clerical employee, female clerical employee, barman, cook, waiter, waitress, respectively.

(c) Casual employees or special function waiters shall not be reckoned as employees for any of the purposes of this section.

8. CERTIFICATE OF SERVICE.

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

(e) aftrekkings vir voorskotte op uniforms ingevolge artikel 12 van hierdie Ooreenkoms;

(f) aftrekkings vir ledegeld ten opsigte van die vakvereniging ingevolge artikel 22 van hierdie Ooreenkoms.

5. JEUGDIGES.

Behalwe waar 'n hoër ouderdomsgrens vasgestel is kragtens die Drankwet, 1928, kan geen jeugdiges onder 16 jaar in 'n inrigting in diens wees nie.

6. WERKURE.

(1) (a) Die gewone werkure van 'n werknemer, behalwe 'n los werknemer, is hoogstens 59 per week, of 9 uur op 'n dag vir voltooiing binne 'n werkdagverdeling van 14 uur.

(b) Die gewone werkure van 'n los werknemer is hoogstens 9 per dag vir voltooiing binne 'n werkdagverdeling van 14 uur.

(2) *Vryaf tyd.*—Elke werknemer, behalwe 'n los werknemer, moet een halwe dag vryaf per week toegestaan word en sulke halwe dag vryaf moet om 12-uur middag begin tot aanvang van werk op die volgende dag of van 2 n.m. tot 9 n.m.; met dien verstande dat by onderlinge ooreenkoms aan alle werknemers in plaas van so 'n halwe dag vryaf per week, een volle dag vryaf elke veertien dae of twee volle dae vryaf per maand toegestaan kan word.

(3) Alle werknemers van wie vereis of wat toegelaat word om 'n dag of gedurende 'n week meer as die gewone werkure vir onderskeidelik dié dag of dié week te werk, moet vir elke uur of gedeelte van 'n uur aldus gewerk die uurloon plus 50 persent betaal word; met dien verstande dat as oortydiens bereken op 'n daaglikse basis verskil van dié bereken op 'n weeklikse basis, die basis wat vir die werknemer die gunstigste is, aangeneem moet word.

(4) Elke werknemer moet vir elke maaltyd wat binne sy werkure val minstens dertig minute toegestaan word en geen werknemer mag langer as vyf uur werk sonder 'n onderbreking van minstens dertig minute vir 'n maaltyd nie. Alle maaltydure is ingesluit in die werkdagverdeling genoem in subartikel (1) van hierdie artikel, maar vorm nie deel van die ure wat gewerk is nie.

(5) Oortydiens is beperk tot 8 uur per week, behalwe in buitengewone omstandighede veroorsaak deur toestande buite die werkgever se beheer.

(6) Die bepalings van hierdie klousule is nie op 'n kelner vir spesiale funksies van toepassing nie.

7. GETALLEVERHOUDING VAN WERKNEMERS.

'n Werkgever moet—

(a) 'n gekwalifiseerde kok in diens hê alvorens 'n assistent-kok in diens mag wees en nie meer as een assistent-kok mag in enige inrigting vir elke gekwalifiseerde kok in diens wees nie;

(b) een gekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kok, kelner, kelnerin in diens hê alvorens onderskeidelik 'n ongekwalifiseerde werknemer van die betrokke klas by hom in diens mag wees en minstens een gekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kantienman, kok, kelner, kelnerin, moet onderskeidelik by hom in diens wees vir elke ongekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kantienman, kok, kelner, kelnerin by hom in diens;

met dien verstande dat—

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

(2) Vir die doeleindes van hierdie klousule, kan 'n ongekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kantienman, kok, kelner, kelnerin, wat minstens die loon ontvang soos voorgeskryf in klousule 13 (1) (a) en (2) (a), vir 'n gekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kantienman, kok, kelner, kelnerin, na gelang van die geval, onderskeidelik as 'n gekwalifiseerde manlike klerklike werknemer, vroulike klerklike werknemer, kantienman, kok, kelner, kelnerin beskou kan word;

(c) los werknemers of kelners vir spesiale funksies word nie vir enigeen van die doeleindes van hierdie artikel as werknemers beskou nie.

8. DIENSERTIFIKAAT.

Elke werkgever moet aan elke werknemer by diensbeëindiging kosteloos 'n dienssertifikaat verstrek wanneer hy die werkgever se diens verlaat. Die sertifikaat moet vermeld, die werknemer se naam voluit, adres, ouderdom, vak, skaal van betaling en loon werklik betaal, tesamen met die datums waarop die werknemer by die werkgever in diens en uit diens getree het. Alle sertifikate wat deur die werkgever uitgereik word, moet in volgorde genummer word en die naam van die vorige werkgever, indien daar een was, aantoon, asook die nommer van enige sertifikaat wat deur daardie werkgever aan die betrokke werknemer uitgereik mag wees.

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

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) (a) All employees, other than class A barman, head cooks, special function waiters, or casual employees, shall be given in respect of each 50 weeks of actual employment with the same employer, two weeks' leave of absence on full pay.

(b) Class A barman, and head cooks shall be granted in respect of each 50 weeks of employment with the same employer three weeks' leave of absence on full pay.

(c) The employer may fix the time when such leave may be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 50 weeks' employment. When in any year of an employee's service his employment is terminated before the completion of the year's employment the employer shall pay to the employee for each completed week of employment in the uncompleted year, three-fiftieths of a week's wage in the case of Class A barman and head cooks and two-fiftieths of a week's wage in the case of other employees, at the wage which the employee was receiving when his employment was terminated. Leave and notice shall not run concurrently.

(d) If New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day be added to the said period as a further period of leave on full pay.

(2) For the purpose of the preceding sub-section an employee's service shall be counted from the date of the commencement of this Agreement, or the date of his commencing his service, whichever is the later.

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

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

(5) *Public Holidays.*—(a) An employee, other than a casual employee or a special function waiter shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Day of the Covenant and Christmas Day. Provided that an employee may be required to work on any such day.

(b) *Payment for work on Public Holidays.*—Whenever an employee, other than a casual employee, works on New Year's Day, Good Friday, Day of the Covenant, or Christmas Day, his employer shall pay to him in respect of the whole of any such day remuneration at a rate of not less than twice the wage prescribed in clause 13 for any employee of his class.

10. SICK LEAVE.

Each employee, other than a casual employee and a special function waiter, shall be entitled to fourteen days' sick leave on full pay during every twelve months' continuous service with the same employer; provided that—

- he has completed four months' continuous service with the same employer; and
- he produces within three days at his own expense a medical certificate, in respect of his illness, issued by a doctor;
- where an employer names a doctor, the expenses incurred to be borne by the employer; and
- his illness is not due to causes within his control.

11. TERMINATION OF SERVICE.

(1) In all establishments not less than seven days' notice shall be given by an employer or employee to terminate the contract of service.

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

(3) The provisions of this section shall not apply to casual employees or special function waiters.

12. UNIFORMS AND LAUNDRY.

Employees, with the exception of grade II, must supply their own uniforms consisting of white coat and black or white trousers, but with the consent of the employee, an employer may purchase these articles for his employees other than grade II, and deduct not more than £1 per month from the wage of the individual employee until the articles are paid for.

Where employers desire employees to wear a special uniform of any other colour or design the said uniform shall be supplied free of charge by the employer of the employee.

Grade II employees shall be supplied free of charge with uniforms by their employers.

The uniforms of all employees shall be laundered free of charge by the employer.

Die werkgewer moet 'n duplikaat van elke uitgereikte sertifikaat behou en 'n verdere eksemplaar by die Sekretaris van die Raad indien.

9. JAARLIKSE VERLOF EN PUBLIEKE VAKANSIEDAE.

(1) (a) Alle werknemers, behalwe klas A-kantienmanne, hoofkokke, kelners vir spesiale funksies of los werknemers, moet ten opsigte van elke 50 weke werklike diens by dieselfde werkgewer twee weke afwesighedsverlof met volle betaling toegestaan word.

(b) Klas A-kantienmanne en hoofkokke moet ten opsigte van elke 50 weke diens by dieselfde werkgewer drie weke afwesighedsverlof met volle betaling toegestaan word.

(c) Die werkgewer kan die tyd vasstel waarop sodanige verlof geneem kan word, maar as die werkgewer nie sy werknemer op 'n vroeër datum sy verloftydperk toegestaan het nie, moet die verlof so toegestaan en geneem word dat die begin binne drie maande na die beëindiging van 50 weke diens. As in 'n diensjaar van 'n werknemer sy diens eindig voor voltooiing van die jaar diens moet die werkgewer die werknemer vir elke volle week diens in die onvoltooide jaar drie-vyftigste van 'n weekloon betaal in die geval van klas A-kantienmanne en hoofkokke en twee-vyftigste van 'n weekloon in die geval van ander werknemers teen die loon wat die werknemer ontvang het toe sy diens geëindig het. Verlof en diensopsegging mag nie saamval nie.

(d) As Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, moet ter vervanging van elke sodanige dag nog 'n dag by die genoemde tydperk gevoeg word as 'n verdere tydperk van verlof met volle betaling.

(2) Vir die doeleindes van die voorgaande subartikel, word 'n werknemer se diens gereken van die datum van aanvang van hierdie Ooreenkoms, of, na gelang van die jongste datum, die datum van sy diensaanvang.

(3) Geen werknemer mag gedurende sy afwesighedsverlof met volle betaling vir loon of enige ander beloning werk nie.

(4) Geleentheidsverlof kan van die jaarlikse verlof van elke jaar afgetrek word; met dien verstande dat geen korting van lone soos toegelaat kragtens artikel 4 (5) (a), ten opsigte van die afwesigheid afgetrek word nie.

(5) *Publieke vakansiedae.*—(a) 'n Werknemer, behalwe 'n los werknemer of 'n kelner vir spesiale funksies, is geregtig tot verlof met volle betaling wat toegestaan moet word op Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag en Kersdag; met dien verstande dat van 'n werknemer vereis kan word om op so 'n dag te werk.

(b) *Betaling vir werk op publieke vakansiedae.*—Wanneer ook al 'n werknemer, behalwe 'n los werknemer, op Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom ten opsigte van die gehele dag besoldiging betaal teen 'n skaal van minstens dubbel die loon in klousule 13 vir werknemers van sy klas voorgeskryf.

10. SIEKTEVERLOF.

Elke werknemer, behalwe 'n los werknemer en 'n kelner vir spesiale funksies, is geregtig tot veertien dae siekteverlof met volle betaling gedurende elke twaalf maande aaneenlopende diens by dieselfde werkgewer; met dien verstande dat—

- hy vier maande aaneenlopende diens by dieselfde werkgewer voltooi het; en
- hy binne drie dae vir eie rekening ten opsigte van sy siekte 'n mediese sertifikaat, uitgereik deur 'n dokter wat deur sy werkgewer aangewys kan word, voorlê; en
- ingeval 'n werkgewer 'n dokter aanwys, die koste in dié verband deur dié werkgewer gedra word; en
- sy siekte nie deur oorsake binne sy beheer ontstaan het nie.

11. DIENSBEÏNDIGING.

(1) In alle inrigtings moet deur die werkgewer of werknemer minstens sewe dae diensopsegging gegee word.

(2) Hierdie artikel raak nie aan die werkgewer of die werknemer se reg om die dienskontrak sonder opsegging te beëindig nie om enige goeie rede by wet as voldoende erken.

(3) Die bepalinge van hierdie artikel is nie op los werknemers of kelners vir spesiale funksies van toepassing nie.

12. UNIFORMS EN SKOONMAAK.

Werknemers, behalwe graad II-werknemers, moet hul eie uniforms bestaande uit 'n wit baadjie en swart of wit broek verskaf, maar met toestemming van die werknemer kan die werkgewer daardie artikels vir sy werknemers, behalwe graad II-werknemers, koop en hoogstens £1 per maand van die betrokke werknemer se loon aftrek totdat die artikels afbetaal is. As werkgewers vereis dat werknemers 'n spesiale uniform van enige ander kleur of model dra, dan moet die werkgewer die genoemde uniform kosteloos aan die werknemer verskaf.

Graad II-werknemers moet deur hul werkgewers kosteloos van uniforms voorsien word.

Die werkgewer moet die werknemers se uniforms kosteloos laat was en stryk.

13. WAGES.

(1) Wages for employees must be placed in an envelope on the outside of which must be written, stamped with a rubber stamp, printed or roneoed, the following particulars:—

Name.....						
Occupation.....						
Wage.....	£	s.	d.	£	s.	d.
Lodging.....						
C.O.L.....						
Overtime.....						
Deductions:						
Unauthorised days off....						
Council fees.....						
Unemployment Insurance..						
Union fees.....						
Any other reason.....						
NET TOTAL.....£						

(2) (a) The minimum wage to be paid to the undermentioned employees employed in the Liquor Trade shall be as follows:—

	Per Month.	£	s.	d.
Qualified class A barman, after two or more years' experience	12	0	0	
After 6 months' service with the same employer	13	0	0	
After 12 months' service with the same employer	14	0	0	
Learner class A barman with less than one year's experience	9	0	0	
With more than one year's experience, but less than two years' experience	11	0	0	
Qualified class B barman, after one or more year's experience	11	0	0	
Learner class B barman, with less than one year's experience	8	0	0	
Cook, head	12	10	0	
After twelve months' service with the same employer	13	0	0	
Learner cook with less than twelve months' experience	5	7	6	
Learner cook with twelve months and more, but less than two years' experience	6	10	0	
Qualified cook	9	0	0	
After 12 months' service with the same employer	9	10	0	
Cook's assistant	5	10	0	
Curry cook	7	0	0	
Curry waiter	4	0	0	
Grade I employee	3	10	0	
Grade II employee of the age of 18 and over	3	0	0	
Grade II employee, under 18 years	2	0	0	
Grade II employee on night shift, guarding office or premises, cleaning shoes, etc.	3	10	0	
Garage attendant	3	10	0	
Clerical, male—				
First year of experience	7	0	0	
Second year of experience	9	0	0	
Third year of experience	12	0	0	
Thereafter	15	0	0	
Clerical, female—				
First year of experience	6	0	0	
Second year of experience	7	10	0	
Third year of experience	9	0	0	
Thereafter	10	10	0	
Handyman/Painter	6	0	0	
Off-Sales attendant, qualified	10	0	0	
Off-Sales attendant, unqualified	7	0	0	
Housekeeper	10	0	0	
Bedroom boy	3	15	0	
Housemaid/Chambermaid	3	15	0	
Female general assistant	6	0	0	
Page	3	0	0	
Porter	7	0	0	
After 6 months' service with the same employer	7	5	0	
After 12 months' service with the same employer	7	10	0	
After 2 years' service with the same employer	8	0	0	
Head waiter	7	10	0	
After 6 months' service with the same employer	7	15	0	
After 12 months' service with the same employer	8	0	0	
After 2 years' service with the same employer	8	10	0	
Learner waiter with less than one year's experience	3	5	0	
Learner waiter with one and more, but less than two years' experience	4	15	0	
Thereafter as a qualified waiter	6	10	0	
After six months with the same employer	6	15	0	
After twelve months with the same employer	7	0	0	
After two years' service with the same employer	7	10	0	
Learner waitress with less than one year's experience	3	5	0	
Learner waitress with one and more but less than two years' experience	4	15	0	

13. LONE.

(1) Lone vir werknemers moet geplaas word in 'n kovert waarop onderstaande besonderhede geskryf, met 'n rubberstempel afgedruk, gedruk of afgerol moet wees:—

Naam.....						
Beroep.....						
Loon.....	£	s.	d.	£	s.	d.
Inwoning.....						
L.K.T.....						
Oortyddiens.....						
Aftekings:						
Ongeoorloofde getal dae vry						
Raadsgelde.....						
Werkloosheidsversekering..						
Vakverenigingsgelde.....						
Enige ander rede.....						
NETTO-TOTAAL.....£						

(2) (a) Die minimum lone wat aan die ondergenoemde werknemers in diens in die drankbedryf betaal moet word, is soos volg:—

	Per maand.	£	s.	d.
Gekwalifiseerde klas A-kantienman na twee of meer jaar ervaring	12	0	0	
Na 6 maande diens by dieselfde werkgewer	13	0	0	
Na 12 maande diens by dieselfde werkgewer	14	0	0	
Klas A-leerlingkantienman met minder as een jaar ervaring	9	0	0	
Met meer as een jaar ervaring maar minder as twee jaar	11	0	0	
Gekwalifiseerde klas B-kantienman na een of meer jaar ervaring	11	0	0	
Klas B-leerlingkantienman met minder as een jaar ervaring	8	0	0	
Hoofkok	12	10	0	
Na 12 maande diens by dieselfde werkgewer	13	0	0	
Leerlingkok met minder as twaalf maande ervaring	5	7	6	
Leerlingkok met twaalf maande en meer, maar minder as twee jaar ervaring	6	10	0	
Gekwalifiseerde kok	9	0	0	
Na 12 maande diens by dieselfde werkgewer	9	10	0	
Assistent-kok	5	10	0	
Kerriekok	7	0	0	
Kerriekelner	4	0	0	
Graad I-werknemer	3	10	0	
Graad II-werknemer, 18 jaar en ouer	3	0	0	
Graad II-werknemer, onder 18 jaar	2	0	0	
Graad II-werknemer op nagskof vir bewaking van kantoor of persele, skoeisel skoonmaak, ens.	3	10	0	
Garagebediende	3	10	0	
Klerklike werknemer, manlik—				
Eerste jaar ervaring	7	0	0	
Tweede jaar ervaring	9	0	0	
Derde jaar ervaring	12	0	0	
Daarna	15	0	0	
Klerklike werknemer, vroulik—				
Eerste jaar ervaring	6	0	0	
Tweede jaar ervaring	7	10	0	
Derde jaar ervaring	9	0	0	
Daarna	10	10	0	
Handlanger/skilder	6	0	0	
Buiterverkoopsbediende gekwalifiseer	10	0	0	
Buiterverkoopsbediende ongekwalifiseer	7	0	0	
Huishoudster	10	0	0	
Slaapkamerbediende	3	15	0	
Binnemeisie/kamermeisie	3	15	0	
Vroulik algemene bediende	6	0	0	
Joggie	3	0	0	
Portier	7	0	0	
Na ses maande diens by dieselfde werkgewer	7	5	0	
Na 12 maande by dieselfde werkgewer	7	10	0	
Na 2 jaar by dieselfde werkgewer	8	0	0	
Hoofkelner	7	10	0	
Na ses maande diens by dieselfde werkgewer	7	15	0	
Na 12 maande diens by dieselfde werkgewer	8	0	0	
Na 2 jaar diens by dieselfde werkgewer	8	10	0	
Leerlingkelner met minder as een jaar ervaring	3	5	0	
Leerlingkelner met een jaar en meer, maar minder as twee jaar ervaring	4	15	0	
Daarna as 'n gekwalifiseerde kelner	6	10	0	
Na 6 maande diens by dieselfde werkgewer	6	15	0	
Na 12 maande by dieselfde werkgewer	7	0	0	
Na 2 jaar by dieselfde werkgewer	7	10	0	
Leerlingkelnerin met minder as een jaar ervaring	3	5	0	
Leerlingkelnerin met een jaar en meer, maar minder as twee jaar ervaring	4	15	0	

	Per Month. £ s. d.
Thereafter as a qualified waitress	6 10 0
After 6 months' service with the same employer	6 15 0
After 12 months' service with the same employer	7 0 0
After 2 years' service with the same employer	7 10 0
Qualified storeman	5 7 6
Unqualified storeman	3 5 0
Laundryman	6 10 0
Laundrymaid	4 0 0

Special Function Waiter.—A special function waiter engaged for a special function shall be paid not less than two shillings for the first hour or part thereof and thereafter one shilling and sixpence per hour or part thereof.

Casual Labour.—For each day or part of a day of employment, the highest monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform divided by twenty-six.

(b) Each employee other than a casual employee or a special function waiter shall be entitled to receive free of charge board and lodging, such lodging to be to the satisfaction and approval of the Industrial Council, in addition to the wages prescribed herein for such employee; provided that an employer shall in lieu thereof, pay to any employee who does not receive board and lodging, free of charge, per month and on the usual pay-day in addition to his wages not less than the following amounts:—

	Barnan (Class A), Housekeeper, Clerical Employee.	Grade II Employee.	Any Other Employee.
	£ s. d.	£ s. d.	£ s. d.
Board.....	4 15 0	1 10 0	2 0 0
Lodging.....	1 15 0	0 10 0	1 0 0
Board and Lodging.....	£6 10 0	£2 0 0	£3 0 0

(c) **Differential Wage.**—An employer who requires or permits an employee to perform for longer than one hour in the aggregate on any one day either in addition to his work or in substitution thereof work of another class for which either—

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

as prescribed in clause 13 (1) (a) shall pay such employee in respect of the whole day on which he performs such work the same rate of pay as paid to a qualified employee doing the same class of work.

(3) (a) The minimum wage to be paid to the undermentioned employees in the Private Hotel and Boarding-house Trade shall be as follows:—

	Per Month. £ s. d.
Cook, head	9 5 0
After 12 months' service with the same employer	9 10 0
Learner cook with less than twelve months' experience	4 10 0
Learner cook with twelve months and more but less than two years' experience	5 10 0
Qualified cook	8 0 0
After 12 months' service with the same employer	8 10 0
Cook's assistant	5 0 0
Grade I employee	3 0 0
Grade II employee	2 15 0
Grade II employee on night shift, guarding office or premises, cleaning shoes, etc.	3 0 0
Grade II employee under 18	1 17 0
Clerical: Male—	
First year of experience	6 10 0
Second year of experience	8 0 0
Third year of experience	9 10 0
Thereafter	13 10 0
Clerical: Female—	
First year of experience	5 10 0
Second year of experience	7 0 0
Third year of experience	8 10 0
Thereafter	9 10 0
Handyman/Painter	5 10 0
Housekeeper	9 0 0
Bedroom boy	3 10 0
Housemaid/Chambermaid	3 10 0
Page	2 10 0
Porter	6 0 0
After 6 months' service with the same employer	6 5 0
After 12 months' service with the same employer	6 10 0
After 2 years' service with the same employer	7 0 0
Head waiter	7 0 0
After 6 months with the same employer	7 5 0
After 12 months with the same employer	7 10 0
After 2 years with the same employer	8 0 0
Learner waiter with less than six months' experience	3 0 0
Learner waiter with more than six months' but less than twelve months' experience	4 0 0
Thereafter as a qualified waiter	5 10 0
After 6 months' service with the same employer	5 15 0
After 12 months' service with the same employer	6 0 0
After 2 years' service with the same employer	6 10 0

	Per maand. £ s. d.
Daarna as 'n gekwalifiseerde kelnerin	6 10 0
Na 6 maande diens by dieselfde werkgever	6 15 0
Na 12 maande by dieselfde werkgever	7 0 0
Na 2 jaar by dieselfde werkgever	7 10 0
Gekwalifiseerde magasynmeester	5 7 6
Ongekwalfiseerde magasynmeester	3 5 0
Wasserywerker	6 10 0
Wasserywerkster	4 0 0

Kelner vir spesiale funksies.—'n Kelner vir spesiale funksies wat vir 'n spesiale funksie in diens geneem word, moet minstens twee sjielings vir die eerste uur of gedeelte van 'n uur betaal word en daarna een sjieling en ses pennies per uur of gedeelte daarvan.

Los werknemer.—Vir elke dag of gedeelte van 'n dag diens die hoogste maandloon soos voorgeskryf vir 'n werknemer wat dieselfde klas werk doen as wat van die los werknemer vereis word om te verrig, gedeel deur ses-en-twintig.

(b) Elke werknemer, behalwe 'n los werknemer of 'n kelner vir spesiale funksies, is geregtig tot kostelose kos en huisvesting, en die huisvesting moet die Nywerheidsraad tevrede stel, benewens die lone hierin vir 'n werknemer voorgeskryf; met dien verstande dat 'n werkgever in plaas daarvan aan 'n werknemer wat nie kos en inwoning kosteloos ontvang nie benewens sy loon minstens onderstaande bedrae per maand en op die gewone betaaldag moet betaal:—

	Klas A- kantienman, huishoudster, klerklike werknemer.	Graad II- werknemer.	Enige ander werknemer.
	£ s. d.	£ s. d.	£ s. d.
Kos.....	4 15 0	1 10 0	2 0 0
Huisvesting.....	1 15 0	0 10 0	1 0 0
Kos en huisvesting.....	£6 10 0	£2 0 0	£3 0 0

(c) **Differensiële loon.**—'n Werkgever wat van 'n werknemer vereis, of hom toestaan, om op 'n dag altesaam vir meer as een uur buite en behalwe sy eie werk, of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

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

voorgeskryf word in klousule 13 (1) (a), moet daardie werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig teen dieselfde skaal betaal as waarteen 'n gekwalifiseerde werknemer wat dieselfde soort werk verrig, betaal word.

(3) (a) Die minimumlone wat aan die ondergenoemde werknemers in diens in die privaathotel- en losieshuisbedryf betaal moet word is as volg:—

	Per maand. £ s. d.
Hoofkok	9 5 0
Na 12 maande diens by dieselfde werkgever	9 10 0
Leerlingkok met minder as twaalf maande ervaring	4 10 0
Leerlingkok met twaalf maande en meer, maar minder as twee jaar ervaring	5 10 0
Gekwalifiseerde kok	8 0 0
Na 12 maande diens by dieselfde werkgever	8 10 0
Assistent-kok	5 0 0
Graad I-werknemer	3 0 0
Graad II-werknemer	2 15 0
Graad II-werknemer op nagskof vir die bewaking van kantoor of geboue, skoeisel skoonmaak, ens.	3 0 0
Graad II-werknemer, onder 18 jaar	1 17 0
Klerklike werknemer, manlik—	
Eerste jaar ervaring	6 10 0
Tweede jaar ervaring	8 0 0
Derde jaar ervaring	9 10 0
Daarna	13 10 0
Klerklike werknemer, vroulik—	
Eerste jaar ervaring	5 10 0
Tweede jaar ervaring	7 0 0
Derde jaar ervaring	8 10 0
Daarna	9 10 0
Handlanger/skilder	5 10 0
Huishoudster	9 0 0
Slaapkamerbediende	3 10 0
Binnemeisie/kamermeisie	3 10 0
Joggie	2 10 0
Portier	6 0 0
Na 6 maande diens by dieselfde werkgever	6 5 0
Na 12 maande diens by dieselfde werkgever	6 10 0
Na 2 jaar diens by dieselfde werkgever	7 0 0
Hoofkelner	7 0 0
Na 6 maande diens by dieselfde werkgever	7 5 0
Na 12 maande diens by dieselfde werkgever	7 10 0
Na 2 jaar diens by dieselfde werkgever	8 0 0
Leerlingkelner met minder as ses maande ervaring	3 0 0
Leerlingkelner met meer as ses maande, maar minder as twaalf maande ervaring	4 0 0
Daarna as 'n gekwalifiseerde kelner	5 10 0
Na 6 maande diens by dieselfde werkgever	5 15 0
Na 12 maande by dieselfde werkgever	6 0 0
Na 2 jaar by dieselfde werkgever	6 10 0

	Per Month. £ s. d.
Learner waitress with less than six months' experience	3 0 0
Learner waitress with more than six months' but less than twelve months' experience	4 0 0
Thereafter as a qualified waitress	5 10 0
After 6 months' service with the same employer	5 15 0
After 12 months' service with the same employer	6 0 0
After 2 years' service with the same employer	6 10 0
Female general assistant	5 10 0
Qualified storeman	5 0 0
Unqualified storeman	3 0 0
Laundryman	5 10 0
Laundrymaid	3 5 0

Special Function Waiter.—A special function waiter engaged for a special function shall be paid not less than two shillings for the first hour or part thereof and thereafter one shilling and sixpence per hour or part thereof.

Casual Labour.—For each day or part of a day of employment the highest monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform divided by twenty-six.

(b) Each employee, other than a casual employee or a special function waiter shall be entitled to receive free of charge board and lodging such lodging to be to the satisfaction and approval of the Industrial Council, in addition to the wages prescribed herein for such employee, provided that an employee shall in lieu thereof, pay to an employee who does not receive board and lodging free of charge per month and on the usual pay-day in addition to his wages, not less than the following amounts:—

	Housekeeper, Clerical Employee.	Head Cook, Head Waiter.	Any Other Employee.
	£ s. d.	£ s. d.	£ s. d.
Board.....	3 10 0	3 0 0	1 10 0
Lodging.....	1 10 0	0 10 0	0 10 0
Board and Lodging.....	£5 0 0	£3 10 0	£2 0 0

(c) **Differential Wage.**—An employer who requires or permits an employee to perform for longer than one hour in the aggregate on any one day either in addition to his work or in substitution thereof work of another class for which either—

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

as prescribed in clause 13 (2) (a) shall pay such employee in respect of the whole day on which he performs such work the same rate of pay as paid to a qualified employee doing the same class of work.

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

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

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

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

(8) All casual employees, and special function waiters, shall be entitled free of charge to such meals as fall within their working hours. When meals are not provided an allowance of 1s. per meal shall be paid.

(9) In addition to any remuneration payable in terms of this Agreement employees shall be paid cost of living allowance equal to those prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

14. EXEMPTIONS.

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

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

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

- full name of person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
- the period during which the exemption shall operate.

	Per maand. £ s. d.
Leerlingkelnerin met minder as ses maande ervaring	3 0 0
Leerlingkelnerin met meer as ses maande, maar minder as twaalf maande ervaring	4 0 0
Daarna as 'n gekwalifiseerde kelnerin	5 10 0
Na 6 maande diens by dieselfde werkgever	5 15 0
Na 12 maande diens by dieselfde werkgever	6 0 0
Na 2 jaar by dieselfde werkgever	6 10 0
Vroulike algemene bediende	5 10 0
Gekwalifiseerde magasynmeester	5 0 0
Ongekwalifiseerde magasynmeester	3 0 0
Wasserywerker	5 10 0
Wasserywerkster	3 5 0

Kelner vir spesiale funksies.—'n Kelner vir spesiale funksies wat vir 'n spesiale funksie in diens geneem word, moet minstens twee sjelings vir die eerste uur of gedeelte daarvan betaal word en daarna een sjeling en ses pennies per uur of gedeelte daarvan.

Los arbeider.—Vir elke dag of gedeelte van 'n dag diens die hoogste maandloon soos voorgeskryf vir 'n werknemer wat dieselfde klas werk doen as wat van die los werknemer vereis word, om te verrig, gedeel deur ses-en-twintig.

(b) Elke werknemer, behalwe 'n los werknemer of 'n kelner vir spesiale funksies, is geregtig tot kostelose kos en huisvesting en dié huisvesting moet die Nywerheidsraad tevrede stel, benewens die lone hierin vir 'n werknemer voorgeskryf; met dien verstande dat 'n werkgever in plaas daarvan aan 'n werknemer wat nie kos en inwoning kosteloos ontvang nie, benewens sy loon minstens onderstaande bedrae per maand en op die gewone betaaldag moet betaal:—

	Huishoudster, klerklike werknemer.	Hoofkok, hoofkelner.	Enige ander werknemer.
	£ s. d.	£ s. d.	£ s. d.
Kos.....	3 10 0	3 0 0	1 10 0
Huisvesting.....	1 10 0	0 10 0	0 10 0
Kos en huisvesting.....	£5 0 0	£3 10 0	£2 0 0

(c) **Differensiële loon.**—'n Werkgever wat 'n werknemer vereis, of hom toestaan, om op 'n dag altesaam vir meer as een uur, buite en behalwe sy eie werk, of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

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

voorgeskryf word in klousule 13 (2) (a), moet daardie werknemer ten opsigte van die hele dag waarop hy die werk verrig, teen dieselfde skaal betaal as waarteen 'n gekwalifiseerde werknemer wat dieselfde soort werk verrig, betaal word.

(4) Geen leerling mag as 'n los werknemer diens doen teen 'n laer loon as wat vir 'n gekwalifiseerde werknemer in 'n inrigting voorgeskryf is vir die klas werk wat deur die leerling verrig word nie.

(5) Enige loonsverhoging waarop 'n leerling reg het ingevolge die bepalings van hierdie artikel is verskuldig en betaalbaar op die eerste betaaldag in die maand na voltooiing van die tydperk van diens wat hom op sodanige verhogings reg gee.

(6) 'n Werknemer van wie op enige dag vereis, of toegelaat word, om twee of meer klasse werk te verrig waarvoor verskillende lone voorgeskryf is, moet vir die tyd wat in elke sodanige klas werk gewerk word minstens die tydloon betaal word wat op die klas werk wat verrig word van toepassing is, maar in geen geval mag die werknemer minder betaal word as die loonskaal waarteen sy in diens geneem is nie.

(7) Niks in hierdie Ooreenkoms het die uitwerking om die loon wat aan enige werknemer betaal is voor die datum van inwerkingtreding van hierdie Ooreenkoms te verminder nie.

(8) Alle los werknemers en kelners vir spesiale funksies is kosteloos geregtig tot sulke maaltye as wat binne hul werkure val. As geen maaltyd verskaf word nie, moet 'n toelae van 1s. per maaltyd betaal word.

(9) Benewens besoldiging wat kragtens hierdie Ooreenkoms betaalbaar is, moet werknemers 'n lewenskosteloelae betaal word wat gelyk is aan dié soos voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig kan word.

14. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen word kragtens die bepalings van subartikel (1) van hierdie artikel, die voorwaardes vasstel waarop die vrystelling verleen word en die termyn waarvoor die vrystelling geldig is; met dien verstande dat die Raad, na goeddunke en nadat een week skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan herroep hetsy die termyn waarvoor dit verleen was, verstrekket of nie.

(3) Die Sekretaris van die Raad moet aan enige persoon aan wie vrystelling kragtens subartikel (1) van hierdie artikel verleen is, 'n vrystellingsertifikaat, deur die Voorsitter en homself onderteken, uitreik, wat vermeld—

- die naam van die betrokke persoon voluit;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes vasgestel ooreenkomstig die bepalings van subartikel (2) van hierdie artikel behoudens welke die vrystelling verleen is; en
- die termyn waarvoor die vrystelling geldig is.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
- (d) forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, P.O. Box 940, Durban.

15. COUNCIL FUNDS.

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

15. Per month shall be deducted by each employer from the earnings of each of his employees receiving over £3 during any one month, including the value of board and/or lodging, and to the amount so deducted the employer shall add a like amount and forward month by month, and not later than the fifteenth day of each month, the total sum to the Secretary of the Council, P.O. Box 48, Scottburgh.

16. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

17. INTERPRETATION OF AGREEMENT.

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

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

18. EXISTING CONTRACTS.

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

19. GENERAL.

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

20. DISTRIBUTION OF THE AGREEMENT.

Every employer shall affix and keep affixed a copy of this Agreement together with copies of Annexures I.C. 16, I.C. 17 and I.C. 19 in some conspicuous place upon his premises in a position accessible to all employees.

21. EMPLOYMENT OF TRADE UNION LABOUR.

The members of the employers' organization undertake to employ only members of the trade union, and members of the trade union agree to work only for employers who are members of the employers' organization, provided that this section shall not apply where an employer or employee has in the opinion of the Council been refused membership of a party to the Agreement without good cause and has reported such refusal to the Secretary of the Council within fourteen days thereof. The provisions of this section shall not apply in respect of immigrants during the first year after the date of his entry into the Union of South Africa, provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry, refused any invitation from the trade union concerned, to become a member of it, the provisions of this section shall immediately come into operation. The provisions of this clause shall not apply in respect of any employee who objects to being a member of the Trade Union, because of its mixed membership.

22. TRADE UNION SUBSCRIPTIONS.

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

23. AGENTS.

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

Signed at Durban on behalf of the parties on this 27th day of June, 1952.

T. E. DAVIS,
Chairman of the Council,

L. C. REDDY,
Vice-Chairman of the Council.

J. H. SCHAFER,
Secretary of the Council.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
- (b) van elke uitgereikte sertifikaat 'n afskrif behou; en
- (c) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur;
- (d) 'n afskrif van elke vrystellingsertifikaat aan die Afdelings-inspekteur, Departement van Arbeid, Posbus 940, Durban, stuur.

15. RAADSFONDS.

Die Raadsfonds is gevestig in en word geadministreer deur die Raad en word op die volgende manier in voorsien:—

Een sjieling per maand moet deur elke werkgewer afgetrek word van die verdienste van ekeen van sy werknemers wat gedurende enige maand meer as £3 ontvang, met inbegrip van die waarde van kos en/of huisvesting, en by die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale som van maand tot maand en uiterlik die vyftiende dag van elke maand aan die Sekretaris van die Raad, Posbus 48, Scottburgh, stuur.

16. VAKVERENIGINGVERTEENWOORDIGERS OF DIE RAAD.

Werkgewers moet aan enigeen van hul werknemers, wat verteenwoordigers op die Raad is, alle redelike fasiliteite toestaan om hul pligte in verband met die Raad se werk na te kom.

17. VERTOLKING VAN OOREENKOMS.

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

(2) Enige despuut wat betreffende die vertolking van enigeen van die bepalings van hierdie Ooreenkoms mag ontstaan, moet na die Raad verwys word.

18. BESTAANDE KONTRAKTE.

Enige dienskontrak wat geldig is op die datum van aanvang van hierdie Ooreenkoms, is onderworpe aan die bepalings van hierdie Ooreenkoms.

19. ALGEMEEN.

Niks in hierdie Ooreenkoms word beskou as 'n magtiging vir die in diens hê van enige persoon wat by enige wet verbode is, of die in diens hê van enige persoon te enige tyd of tye wat by enige wet verbode is.

20. VERSPREIDING VAN OOREENKOMS.

Elke werkgewer moet aan ekeen van sy werknemers 'n afskrif van hierdie Ooreenkoms verstrek.

21. INDIENSNEMING VAN VAKVERENIGINGARBEID.

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

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

Die bepalings van hierdie klousule is nie van toepassing op 'n werknemer wat beswaar daarteen het om, vanweë die gemengde lidmaatskap daarvan, lid van die vakvereniging te wees nie.

22. LEDEGELDE AAN VAKVERENIGING.

Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens, die ledegeld wat daardie werknemer aan die vakvereniging verskuldig is, aftrek en die totale bedrag, tesame met 'n lys van werknemers, uiterlik die 7de dag van elke maand, aan die Sekretaris van die Vakvereniging, Posbus 290, Durban, of Colonization Chambers 32/33, Wesstraat 355, Durban, stuur, en daardie ledegeld moet van die eerste loonbetaling in elke maand afgetrek word. Die Sekretaris van die Raad moet die betrokke werkgewers van tyd tot tyd in kennis stel van die skaal van ledegelde.

23. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel om as agente te help met die toepassing van die bepalings van hierdie Ooreenkoms, en elke werkgewer en werknemer is verplig om sodanige agent toe te staan om sulke navrae te doen en sulke boeke en/of dokumente te ondersoek of sulke persone te ondervra wat vir hierdie doel nodig mag wees.

Namens die partye hede die 27ste dag van Junie 1952 in Durban onderteken.

T. E. DAVIS,
Voorsitter van die Raad.

L. C. REDDY,
Ondervoorsitter van die Raad.

J. H. SCHAFER,
Sekretaris van die Raad.