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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. 2415.] [17 October 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

LIQUOR AND CATERING TRADE, PORT ELIZABETH.

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

- (a) in terms of sub-section (1) as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade shall be binding from the second Monday after the date of publication of this notice and for the period ending two years after the said second Monday upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that Union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare, that the provisions contained in clauses 3 to 14 (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 after the said second Monday, upon the other employers and employees engaged or employed in the said trade in the Municipal area of Port Elizabeth; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Municipal area of Port Elizabeth and from the second Monday after the date of publication of this notice, and for the period ending two years after the said second Monday, the provisions contained in clauses 3 to 14 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry which are not included in the definition of the expression "employee" contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMENSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2415.] [17 Oktober 1952.
NYWERHEID-VERSOENINGSWET, 1937.

DRANK- EN VERVERSINGSBEDRYF, PORT ELIZABETH.

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

- (a) kragtens subartikel (1) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Drank- en Verversingsbedryf vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 14 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde bedryf in die munisipale gebied van Port Elizabeth; en
- (c) kragtens subartikel (4) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 14 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied van Port Elizabeth *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordomscribing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

CONCILIATION BOARD.

PORT ELIZABETH HOTEL, BAR AND CATERING TRADES EMPLOYEES' UNION VERSUS THE HOTEL ASSOCIATION OF PORT ELIZABETH.

AGREEMENT

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

The Port Elizabeth Hotel, Bar and Catering Trades Employees' Union

hereinafter referred to as "the employees"), of the one part, and

The Hotel Association of Port Elizabeth

hereinafter referred to as "the employers"), of the other part.

1. SCOPE AND APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed within the municipal area of Port Elizabeth by all employers and employees engaged or employed in the Liquor and Catering Trade who are members of the employers' organization or the trade union, or whom wages are prescribed in clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such day as may be fixed by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for two years or for such period as may be determined by the Minister.

3. DEFINITIONS.

Unless the contrary intention appears, any expressions used in this agreement, which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in the said Act, and words importing the masculine genders shall include females; further unless inconsistent with the context—

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

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

"day" means the period of twenty-four hours calculated from the time the employee commences work;

"daily wage" means the weekly wage divided by seven;

"fortnight" shall be any period of fourteen consecutive days;

"headwaiter" means an employee wholly or mainly engaged in showing customers to seats, supervising service to customers and one who is in charge of a subordinate staff of not less than three waiters and who may in addition perform any of the duties of a waiter;

"hourly wage" means the weekly wage divided by 57, except in the case of night porter when it shall mean the weekly wage divided by 84;

"learner waiter" means an employee whose experience in the occupation of waiter has been less than three years;

"cook" means an employee engaged as a cook and who prepares and/or cooks and/or serves food;

"night porter" means a male employee who is engaged to take charge of licensed premises for any period of 12 hours from the commencement of duty, as mutually arranged between the employer and employee, who supervises one or more employees, serves guests in any portion of the premises and performs such other services as the comfort of the hotel guests may require;

"spreadover" means the period in any one day reckoned from the time when an employee begins work to the time when he ceases work for that day;

"waiter/wine steward" means an employee who is wholly or mainly engaged in serving guests at table or any other part of the building occupied by guests, with meals, spirits, wines, malt, cigarettes and any light refreshments and to answer bells and who performs such other services as the comfort and conveniences of the hotel guest may require including the preparation of hors d'oeuvre, salads, and other light refreshments, but shall not include an employee who is wholly or mainly engaged in serving early morning tea or coffee and who may in addition serve meals in bedrooms;

"week" shall be any period of seven consecutive days;

"weekly wage" means the monthly wage divided by four and one-third;

4. WAGES.

(1) The minimum wages that shall be paid to the under-mentioned employees shall be as follows:—

	Per Month.		
	£	s.	d.
Chef or head cook, male	20	0	0
Chef or head cook, female	14	0	0
Cook, male	14	0	0
Cook, female	11	0	0
Head waiter, male	15	1	2
Head waiter, female	10	0	0
Waiter/wine steward, male	10	12	6

BYLAE.

VERSOENINGSRAAD.

"PORT ELIZABETH HOTEL, BAR AND CATERING TRADES EMPLOYEES' UNION" TEEN "THE HOTEL ASSOCIATION OF PORT ELIZABETH".

OOREENKOMS

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

Port Elizabeth Hotel, Bar and Catering Trades Employees' Union,

(hierna die „werknemers" genoem), aan die een kant, en die—
Hotel Association of Port Elizabeth

(hierna die „werkgewers" genoem) aan die ander kant.

1. BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied Port Elizabeth nagekom word deur alle werkgewers en werknemers wat die drank- en verversingsbedryf uitoefen of daarby in diens is en wat lede is van die werkgewersorganisasie of die vakvereniging en vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die dag wat deur die Minister van Arbeid kragtens subartikel (1) van artikel agt-veertig van die Wet vasgestel word en bly twee jaar lank van krag of vir 'n tyd wat deur hom bepaal word.

3. WOORDBEPALINGS.

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, bepaal is, dieselfde betekenis as in die genoemde Wet en sluit woorde wat die manlike geslag aandui ook vroue in; voorts, tensy strydig met die samehang, beteken—

„los werknemer", 'n werknemer wat hoogstens ses agtereenvolgende dae in 'n week by dieselfde werkgever in diens is;

„sjef of hoofkok", 'n werknemer wat in beheer is van en toesig hou oor een of meer gewalifiseerde kokke en wat vir die behoorlik verrigting van hul werk verantwoorde-lik is;

„dag", 'n tydperk van vier-en-twintig uur gereken vanaf die tyd waarop die werknemer begin werk;

„dagloon", die weekloon gedeel deur 7;

„veertien dae" in tydperk van veertien agtereenvolgende dae;

„hoofkelder", 'n werknemer wat uitsluitlik, of hoofsaaklik, klante hul plekke aanwys, toesig hou oor die bediening van kante en wat in beheer is van ondergeskikte personeel van minstens 3 kelders en wat buitendien alle werksaamhede van 'n kelder kan verrig;

„uurloon", die weekloon gedeel deur 57, behalwe in die geval van 'n nagportier wanneer dit die weekloon gedeel deur 84 beteken;

„leerling-kelder", 'n werknemer met minder as drie jaar ervaring in die beroep van kelder;

„kok", 'n werknemer wat as 'n kok in diens is en wat kos berei en/of kook en/of opdien;

„nagportier", 'n manlike werknemer wat in diens is om gedurende 'n tydperk van 12 uur, gereken van die tyd waarop sy diens begin en soos onderling tussen die werk-gever en werknemer ooreengekom is, in beheer van gelisen-sieerde persele te wees, wat oor een of meer werknemers toesig hou, gaste in enige gedeelte van die persele bedien en ander dienste verrig wat vir die gerief van hotelgaste nodig kan wees;

„werkdag", die tydperk op 'n dag gereken vanaf die tyd waarop 'n werknemer begin werk tot tyd waarop hy die werk vir daardie dag staak;

„kelder/wynkelder", 'n werknemer wat uitsluitlik of hoof-saaklik, gaste aan tafel of in enige ander gedeelte van die gebou wat deur die gaste geokkupeer word, bedien van etes, drank, wyn, bier, sigarette en ligte verversings en wat klokkiess beantwoord en wat ander dienste verrig wat vir die gemak en gerief van die hotelgaste nodig kan wees, met inbegrip van die bereiding van *hors d'oeuvres*, slaageregte en ander ligte verversings, maar sluit nie 'n werknemer in wat uitsluitlik of hoofsaaklik vroeë oggendtee of -koffie bedien en wat daarbenewens etes in slaapkamers kan bedien nie;

„week", enige tydperk van sewe agtereenvolgende dae;

„weekloon", die maandloon gedeel deur 4½.

4. LONE.

(1) Die minimum loon wat aan die ondergenoemde werknemers betaal moet word, is soos volg:—

	Per maand.		
	£	s.	d.
Sjef of hoofkok, manlik	20	0	0
Sjef of hoofkok, vroulik	14	0	0
Kok, manlik	14	0	0
Kok, vroulik	11	0	0
Hoofkelder, manlik	15	1	2
Hoofkelder, vroulik	10	0	0
Kelder/wynkelder, manlik	10	12	6

	Per Month. £ s. d.
Learner waiter, male—	
during the first year of experience	5 0 10
during the second year of experience	6 0 10
during the third year of experience	8 0 10
Waiter, female	6 0 0
Learner waiter, female—	
during the first year of experience	4 10 0
during the second year of experience	5 0 0
during the third year of experience	5 10 0
Night porter	10 3 0
Casual employees shall be paid at the following rates:—	

Males: 8s. 4d. per day in respect of periods of up to and including 4 hours; 14s. 8d. per day in respect of periods of more than 4 hours but not more than 9 hours.

Females: 6s. 6d. per day in respect of periods of up to and including 4 hours; 12s. 6d. per day in respect of periods of more than 4 hours but not more than 9 hours.

(2) The wages prescribed in sub-clause (1) of this clause shall be supplemented by the payment of a cost of living allowance in accordance with the rates prescribed by Proclamation No. 61 of 1952, published in *Government Gazette Extraordinary* No. 4815 of the 28th March, 1952. Any increase in cost of living in terms of War Measure No. 43 of 1942, as amended, shall immediately become payable, but during the period of operation of this Agreement the amount paid shall not be less than laid down by the above Proclamation. Should the cost of living regulations be withdrawn during the duration of the Agreement, either the last prevailing rate of cost of living shall be paid or the rate at present applicable, whichever is the more favourable.

(3) Nothing in this Agreement shall operate to reduce the wages or privileges which were being paid to or enjoyed by any employee prior to the date of this Agreement.

(4) A night porter shall be entitled to meals free of charge which fall within his working hours and if lodging is provided, at the discretion of the employer, no deduction shall be made therefor.

(5) All employees, including casual employees, shall be entitled to receive meals free of charge which fall within their working hours.

5. PAYMENT OF WAGES AND RATES.

(1) The wages and rates of all employees shall become due and be paid:—

- (a) monthly, by mutual consent;
- (b) weekly, in all other cases;

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

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

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

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

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

- (a) Where an employee absents himself from work a pro rata amount may be deducted for the period of such absence.
- (b) Where an employer is compelled by any law or ordinance or legal process to make payments for or on behalf of an employee, any amount so paid may be deducted.
- (c) Where a chef or head cook, male cook, head waiter, waiter/wine steward agrees, or is required to accept from his employer, board and/or lodging, a deduction not exceeding £1 14s. 8d. per month for lodging only shall be so deducted from the wages of such employee.

6. HOURS OF WORK.

(1) (a) The ordinary hours of work of an employee, other than a night porter or casual employee, shall not exceed 114 in any fortnight.

Each full day's work shall be completed within a spreadover of 14 hours and each half-day's work shall be completed within a spreadover of 7½ hours.

An employee, other than a night porter or casual employee, who works more than 114 hours in any fortnight shall be paid the hourly wage in clause 4 for an employee of his class plus 50 per cent thereof for every hour or part of an hour so worked.

(b) Each employee, other than a night porter or casual employee, shall receive a day off, on full pay, in the one week of such fortnight and a half day off, on full pay, in the other week of such fortnight; such half day off duty shall commence after the midday meal and not later than 2.30 p.m.

(c) A casual employee shall not be employed for more than 9 hours in any day.

	Per maand. £ s. d.
Leerlingknelner, manlik—	
eerste jaar ervaring	5 0 10
tweede jaar ervaring	6 0 10
derde jaar ervaring	8 0 10
Kelner, vroulik	6 0 0
Leerlingkelner, vroulik—	
eerste jaar ervaring	4 10 0
tweede jaar ervaring	5 0 0
derde jaar ervaring	5 10 0
Nagportier	10 3 0

Los werknemers moet teen die volgende skale betaal word:—

Mans: 8s. 4d. per dag vir tydperke tot en met 4 uur; 14s. 8d. per dag vir tydperke oor 4 uur, maar hoogstens 9 uur.

Vroue: 6s. 6d. per dag ten opsigte van tydperke tot en met 4 uur; 12s. 6d. per dag ten opsigte van tydperke van meer as 4 uur maar hoogstens 9 uur.

(2) Die lone wat in subklousule (1) van hierdie klousule voorgeskryf word, moet aangevul word deur die betaling van 'n lewenskostoelae ooreenkomstig die skale soos voorgeskryf by Proklamasie No. 61 van 1952, gepubliseer in die *Buitengewone Staatskoerant* No. 4815 van 28 Maart 1952. Enige verhoging van die lewenskoste kragtens Oorlogsmaatregel No. 43 van 1942, soos gewysig, is onmiddellik betaalbaar, maar gedurende die termyn van hierdie Ooreenkoms mag die bedrae wat betaal moet word, nie laer in die bogenoemde Proklamasie vasgestel, wees nie. As die lewenskostoelaeregulasies gedurende die termyn van die Ooreenkoms ingetrek word, moet, na gelang van gunstige, die geldige skaal van lewenskoste, of die skaal wat vandag betaalbaar is, betaal word.

(3) Niks in hierdie Ooreenkoms mag die lone wat voor die datum van hierdie Ooreenkoms aan 'n werknemer betaal is, of die voorregte wat enige werknemer geniet het, verminder nie.

(4) 'n Nagportier het kosteloos reg op maaltye wat binne sy werkure val en as huisvesting verskaf word (na goeddunke van die werkgever), kan daarvoor geen geldbedrae afgetrek word nie.

(5) Alle werknemers, met inbegrip van los werknemers, het kosteloos reg op maaltye wat binne hul werkure val.

5. BETALING VAN LONE EN SKALE.

(1) Die lone en skale van alle werknemers is verskuldig en moet betaal word—

- (a) maandeliks by onderlinge ooreenkoms;
- (b) weekliks in alle ander gevalle;

met dien verstande dat as die dienskontrak van 'n werknemer voor die gewone betaaldag van sodanige werknemer eindig, die lone en skale aan hom verskuldig, onmiddellik by beëindiging betaal moet word.

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

(3) Hoegenaamd geen boetes kan 'n werknemer opgelê word nie.

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

(5) Hoegenaamd geen kortings, behalwe ondergenoemde, kan van die lone en skale van 'n werknemer gemaak word nie:—

- (a) As 'n werknemer van sy werk wegbly, kan vir die tydperk van afwesigheid 'n pro rata bedrag afgetrek word.
- (b) As 'n werkgever verplig is om kragtens 'n wet of ordonnansie of regsgeeding, vir of namens 'n werknemer 'n betaling te doen, kan enige bedrag aldus betaal, afgetrek word.
- (c) As 'n sjef of hoofkok, manlike kok, hoofkelner, kelner/wynkelner toestem, of verplig is om van sy werkgever kos en/of huisvesting aan te neem, kan 'n korting van hoogstens £1. 14s. 8d. per maand net vir huisvesting aldus van die loon van sodanige werknemer gemaak word.

6. WERKURE.

(1) (a) Die gewone werkure van 'n werknemer, behalwe 'n nagportier of los werknemer, mag nie meer as 114 binne 14 dae wees nie.

Elke volle dag se werk moet binne 'n werkdag van 14 uur voltooi word en elke halfdag se werk moet binne 7½ uur voltooi word.

'n Werknemer, behalwe 'n nagportier of los werknemer, wat meer as 114 uur in 14 dae werk, moet die uurloon betaal word wat in klousule 4 vir 'n werknemer van sy klas voorgeskryf word, plus 50% daarvan vir elke uur of gedeelte van 'n uur aldus gewerk.

(b) Elke werknemer, behalwe 'n nagportier of los werknemer, moet 'n dag vryaf met volle betaling in die een week van die 14 dae ontvang en 'n halfdag vryaf met volle betaling in die ander week van die 14 dae; dié halfdag vryaf moet na die middagmaal begin en nie later as 2.30 nm. nie.

(c) 'n Los werknemer mag nie langer as 9 uur op 'n dag werk nie.

(d) In the case of a night porter the ordinary hours of work shall not exceed 12 hours from the commencement of duty, provided that any hours worked in excess of his ordinary hours shall be regarded as overtime and he shall be paid therefor his hourly wage plus 50 per cent thereof for every hour or part of an hour so worked.

Each night porter shall receive one night off, on full pay, each fortnight.

(2) An employee who is required to resume work within an interval of less than 8 hours after completion of work on the previous day shall be paid for each hour or part thereof if such interval is less than 8 hours, not less than 2s. 6d. per hour, in addition to the employee's ordinary wages.

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

(4) The provisions of this clause shall not apply to a chef or head cook who is in receipt of remuneration at the rate of not less than £40 per month including cost of living allowance.

7. PROPORTION OR RATIO.

Before a learner waiter may be employed in any establishment there shall first be employed in such establishment not less than two waiters each in receipt of not less than the minimum wage laid down in this Agreement for a waiter/wine steward. Thereafter for every two waiters each in receipt of not less than such wages, there may be employed not more than one learner waiter.

8. CERTIFICATE OF SERVICE.

For the purpose of determining the wage that shall be paid to an employee, every employer shall issue a certificate of service, free of charge, to each such 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 at the date of termination of his service, together with the dates of the employee's entering and leaving the service of the employer. All certificates issued by each employer shall be numbered consecutively and shall show the name of the previous employer, if any, and the number of any certificate issued by that employer to the employee concerned.

9. DIFFERENTIAL WAGE.

If an employee is required to serve in a grade higher than his own he shall be paid for the period he so serves at the hourly rate laid down in this Agreement for that grade, provided his employment in the higher grade exceeds two hours in any one day.

10. UNIFORMS.

(1) An employer who requires his employees to in uniforms, white, coats, aprons, or kitchen suits, shall—

(a) provide such uniforms, white coat, apron or kitchen suit free of charge and it shall remain the property of the employer; or

(b) pay to his employee, in addition to the wage prescribed for him in sub-clause (1) of of clause 4, the sum of five shillings per month and such employee shall provide his own uniform, white coat, apron, kitchen suit, as the case may be and it shall remain his own property.

(2) An employer shall launder, free of charge, any uniform, white coat, apron or kitchen suit, which he may require his employee to wear.

11. ANNUAL LEAVE.

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

(a) in the case of a cook or chef, three consecutive weeks' leave of full pay; and

(b) in the case of all other employees, two consecutive weeks' leave on full pay.

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

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

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 12;

(d) In die geval van 'n nagportier mag die gewone werkure hoogstens 12 uur duur van die tyd af waarop hy sy werk begin, met dien verstande dat alle ure wat hy bo sy gewone werkure werk, as oortyd beskou moet word waarvoor hy vir elke uur, of gedeelte van 'n uur aldus gewerk, teen sy uurloon plus 50 persent betaal moet word: Met dien verstande dat hy elke 14 dae een vrye nag moet ontvang.

Elke nagportier moet een nag vryaf met volle betaling elke 14 dae ontvang.

(2) 'n Werknemer van wie vereis word om sy werk te hervat binne 'n tussenpoos van minder as 8 uur na voltooiing van die vorige dag se werk, moet benewens die werknemer se gewone loon, minstens 2s. 6d. per uur vir elke uur, of gedeelte van 'n uur daarvan betaal word, as die tussenpoos minder as 8 uur is.

(3) *Etensonderbrekings.*—As 'n werknemer gedurende die etensuur van 'n inrigting op diens is, moet sy werkgever hom gedurende die etensuur of binne 'n halfuur voor of na die etensuur, 'n onderbreking van minstens dertig minute toestaan waarin van die werknemer nie vereis of hy toegelaat kan word om te werk nie, en die etensonderbreking moet nie as deel van die gewone werkure of oortyd beskou word nie: Met dien verstande dat die werktydperk tussen etes hoogstens ses agtereenvolgende ure mag wees: Voorts met dien verstande dat werktydperke wat vir minder as dertig minute onderbreek word, as aaneenlopend beskou moet word.

(4) Die bepalinge van hierdie klousule is nie van toepassing op 'n sjef of hoofkok wat 'n besoldiging van minstens £40 per maand, met inbegrip van lewenskostoelae, ontvang nie.

7. GETALLEVERHOUDING.

Voordat 'n leerling-kelner in 'n inrigting in diens mag wees, moet daar in die inrigting minstens twee kelners in diens wees wat elk minstens die minimum loon ontvang wat in hierdie Ooreenkoms vir 'n kelner/wynkelner voorgeskryf word. Daarna kan vir elke twee kelners wat elk minstens die loon ontvang, hoogstens een leerling-kelner in diens wees.

8. DIENSSERTIFIKAAT.

Om vas te stel watter loon aan 'n werknemer betaal moet word, moet elke werkgever aan elke werknemer kosteloos 'n dienssertifikaat uitreik wanneer die werknemer die werkgever se diens verlaat. Die dienssertifikaat moet die werknemer se volle naam, adres, ouderdom, bedryf, loonskaal en werklike loon wat op die datum van sy diensbeëindiging betaal is, vermeld, asook die datums waarop die werknemer by die werkgever in en uit diens getree het. Alle sertifikaat wat deur elke werkgever uitgereik word, moet in volgorde genummer word en moet die naam van die vorige werkgever, indien enige, vermeld en ook die nommer van enige sertifikaat wat deur daardie werkgever aan die betrokke werknemer uitgereik is.

9. DIFFERENSIËLE LOON.

As van 'n werkgever vereis word om in 'n hoër graad as sy eie te werk, moet hy vir die tydperk wat hy aldus werk, betaal word teen die uurloon wat vir daardie graad in die Ooreenkoms vasgestel is, met dien verstande dat sy diens in die hoër graad op enige dag meer as twee uur is.

10. UNIFORMS.

(1) 'n Werkgever wat van sy werknemers vereis om in uniforms, wit baadjies, voorskote of kombuispakke te werk, moet—

(a) sodanige uniforms, wit baadjies, voorskote of kombuispakke kosteloos verstrek en hulle bly die werkgever se eiendom; of

(b) sy werknemer benewens die loon wat in subklousule (1) van klousule 4 vir hom voorgeskryf word, die som van vyf shillings per maand betaal en die werknemer moet, na gelang van die geval sy eie uniform, wit baadjie, voorskoot of kombuispak verskaf en dit bly sy eiendom.

(2) 'n Werkgever moet enige uniform, wit baadjie, voorskoot of kombuispak wat hy van sy werknemer vereis om te dra, kosteloos laat was en stryk.

11. JAARLIKSE VERLOF.

(1) Onderworpe aan die bepalinge van subklousule (2), moet 'n werkgever sy werknemer ten opsigte van elke volle jaar diens by hom, die volgende toestaan:—

(a) In die geval van 'n kok of sjef, drie agtereenvolgende weke verlof met volle betaling; en

(b) in die geval van ander werknemers, twee agtereenvolgende weke verlof met volle betaling;

met dien verstande dat as Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag of Kersdag binne die tydperk van verlof val, nog 'n dag in plaas van so 'n dag as 'n verdere tydperk van verlof met volle betaling by genoemde tydperk van verlof gevoeg moet word.

(2) Die verlof wat in subklousule (1) voorgeskryf word, moet toegestaan word op 'n tyd wat deur die werkgever vasgestel word; met dien verstande dat—

(i) as verlof nie eerder toegestaan is nie, dit binne drie maande na voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;

(ii) die tydperk van verlof nie met siekte verlof wat kragtens klousule 12 toegestaan is, mag saamval nie;

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

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

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

- (a) in the case of a cook or chef, one and three-quarters of a day's pay;
- (b) in the case of any other employee, one and one-sixth of a day's pay;

calculated at the rate of the monthly wage which he was receiving immediately before the date of such termination.

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

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

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instruction or at the request of his employer;
- (d) absent on sick leave in terms of clause 12;

amounting in the aggregate to not more than eleven weeks in the case of a cook or chef, and ten weeks in the case of other employees, in any year and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this agreement and to whom any law providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this agreement whichever is the later;

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

12. SICK LEAVE.

(1) An employer shall grant to his employees after four months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, 14 days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms thereof not less than the wage he would have received had he worked during such period: Provided that the employer may require the production of a certificate signed by a registered medical practitioner, showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to the payment by him of any amount in respect of such absence: Provided further that in the case of an employer who has a staff doctor such employer may require the production of such certificate signed by his staff doctor at the employer's expense.

(2) For the purpose of this clause, the expression "employment" shall have the same meaning as in clause 11 (6).

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee shall give not less than 24 hours' notice during the first month of employment, and thereafter not less than one week's notice of his intention to terminate the contract of employment or an employer may terminate the contract of employment without notice by paying the employee not less than—

- (a) in respect of twenty-four hours' notice, an amount not less than one day's pay, calculated on the basis of the monthly wage prescribed in clause 4 (1) for an employee of the class concerned;

(iii) 'n werkgewer elke dag geleendheidsverlof met volle betaling wat op versoek van sy werknemer gedurende die jaar diens waarop die tydperk van verlof betrekking het, aan sy werknemer toegestaan is, van die tydperk van verlof kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging vir die jaarlikse verlof wat in subklousule (1) voorgeskryf word, moet uiterlik op die laaste werkdag voor die datum waarop die verlof begin, betaal word.

(4) 'n Werknemer wat minstens vier agtereenvolgende maande by 'n Werkgewer in diens was en wie se dienskontrak eindig in die eerste of 'n volgende jaar diens by die werkgewer voordat die verloftydperk wat in subklousule (1) voorgeskryf word, verskuldig is, moet, behoudens soos bepaal in die derde voorbehoud van subklousule (2), by die beëindiging in plaas van verlof, ten opsigte van elke volle maand van die tydperk van minder as een jaar, die volgende betaal word:—

- (a) In die geval van 'n kok of sjef, $1\frac{1}{2}$ van 'n dag se loon;
- (b) in die geval van elke ander werknemer, $1\frac{1}{6}$ van 'n dag se loon;

bereken teen die skaal van die maandloon wat hy onmiddellik voor die datum van die beëindiging ontvang het.

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

(6) Vir die doeleindes van hierdie klousule, het die uitdrukking „diens” die betekenis dat dit insluit enige tydperk of tydperke wanneer die werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) met siekteverlof ingevolge klousule 12 afwesig is;

wat tesaam in die geval van 'n kok of sjef hoogstens elf weke en in die geval van ander werknemers hoogstens tien weke in 'n jaar mag wees en gereken word dat dit begin—

- (i) in die geval van 'n werknemer wat voordat hierdie Ooreenkoms in werking getree het, geregtig geword het tot verlof ingevolge enige wet, van die datum waarop die werknemer laas op verlof ingevolge die wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms in werking getree het en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie ingevolge daardie wet tot verlof geregtig geword het nie, van die datum waarop diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum waarop die werknemer by sy werkgewer in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking getree het;

met dien verstande dat as in enige jaar enige werknemer se opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, minder as dertig dae is, die tydperk van tien weke in die geval van ander werknemers en elf weke in die geval van 'n kok of sjef, verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleiding minder as dertig dae is.

12. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemers wat vier maande by hom in diens is en wat van die werk afwesig is weens siekte of ongeval, wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, tsaam 14 dae siekteverlof in enige jaar diens by hom toestaan en hom ten opsigte van die tydperk van afwesigheid ooreenkomstig die bepalinge hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende die tydperk gewerk het: Met dien verstande dat die werkgewer as 'n vooropgestelde voorwaarde van betaling deur hom vir die afwesigheid kan eis dat hy vir elke tydperk van afwesigheid 'n sertifikaat wat deur 'n geregistreerde geneesheer geteken is, voorgelê word wat die aard en duur van die werknemer se siekte vermeld; voorts met dien verstande dat in die geval van 'n werkgewer wat 'n personeeldokter het, die werkgewer kan eis dat die sertifikaat geteken deur sy personeeldokter vir rekening van die werkgewer voorgelê word.

(2) Vir die doeleindes van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 11 (6).

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, behalwe 'n los werknemer, moet gedurende die eerste maand diens minstens 24 uur opsegging en daarna minstens een week opsegging vir beëindiging van die dienskontrak gee, of 'n werkgewer kan die dienskontrak sonder opsegging beëindig deur die werknemer minstens die volgende te betaal—

- (a) in die geval van 24 uur diensopsegging, 'n bedrag van minstens 'n dagloon, bereken op die basis van die maandloon soos in klousule 4 (1) vir 'n werknemer van die betrokke klas voorgeskryf;

- (b) in respect of one week's notice an amount not less than the monthly wage which the employee was receiving immediately before the date of such termination divided by four and one-third.

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;

- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

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

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 11 or sick leave in terms of clause 12.

14 RECORD OF ATTENDANCE.

(1) Every employer shall keep a daily record reflecting the following particulars in respect of each employee—

- (a) time of commencement and termination of work each day;
(b) time of commencement and termination of each meal interval off work;
(c) time of commencement and termination of any period off duty;
(d) total number of hours worked each day.

(2) The provisions of sub-clause (1) shall not apply where the employer provides an employee with an Attendance Register similar to that prescribed by the regulations under the Shops and Offices Act, 1939; such employee shall thereafter be responsible for reflecting therein the particulars mentioned in sub-clause (1).

Signed this 25th day of July, 1952.

T. B. BARRIE,
Chairman.

Employers' Representatives:

L. NIEBURG.
R. C. LAMBSON.
R. R. WELLS.
N. R. H. ELLIOT.

Employees' Representatives:

L. HUTTON.
F. D. MICHAEL.
V. R. MOODALEY.
D. PETERS.

M. SCOTT,
Secretary of the Board.

- (b) in die geval van een week diensopsegging 'n bedrag van minstens die maandloon wat die werknemer onmiddellik voor die datum van beëindiging ontvang het, gedeel deur 4½.

met dien verstande dat dit nie inbreuk op onderstaande maak nie—

- (i) 'n werkgewer of werknemer se reg om die dienskontrak sonder opsegging te beëindig weens enige oorsaak wat by wet as voldoende beskou word;

- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat vir 'n diensopseggingstermyn van gelyke duur vir beide partye en vir langer as een week voorsiening maak.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoud van subklousule (1) aangegaan is, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die termyn van diensopsegging soos ooreengekom.

(3) Die diensopsegging wat in subklousule (1) voorgeskryf word, gaan in op die dag waarop dit gegee word: Met dien verstande dat die termyn van diensopsegging nie mag saamval met, of diensopsegging gegee mag word gedurende enige tydperk van die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 11, of met siekteverlof ingevolge klousule 12 nie.

14. PRESENSIEREGISTER.

(1) Elke werkgewer moet daaglik aantekening hou van die volgende besonderhede ten opsigte van elke werknemer:—

- (a) Begintyd en stakingtyd van werk elke dag.
(b) Begintyd en stakingtyd van elke etensonderbreking waarin nie gewerk word nie.
(c) Begintyd en stakingtyd van elke tydperk waarin nie gewerk word nie.
(d) Totale getal ure wat elke dag gewerk is.

(2) Die bepaling van subklousule (1) is nie van toepassing nie wanneer die werkgewer aan sy werknemer 'n dergelike presensieregister verskaf as wat kragtens die Regulasies ingevolge die Wet op Winkels en Kantore, 1939, voorgeskryf word nie en die werknemer is daarna verantwoordelik vir inskrywing daarin van die besonderhede in subklousule (1) voorgeskryf.

Hede, die 25ste dag van Julie 1952, onderteken.

T. B. BARRIE,
Voorsitter.

Werknemersverteenvoorders:

L. NIEBURG.
R. C. LAMBSON.
R. R. WELLS.
N. R. H. ELLIOT.

Werkgewersverteenvoorders:

L. HUTTON.
F. D. MICHAEL.
V. R. MOODALEY.
D. PETERS.

M. SCOTT,
Sekretaris van die Raad.

Statutes of the Union of South Africa, 1951

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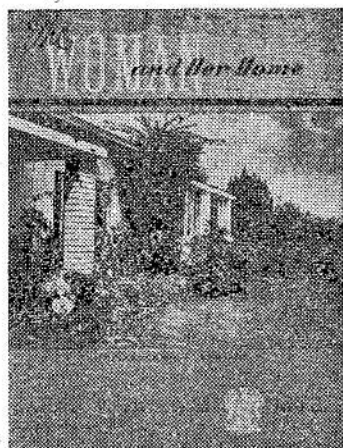
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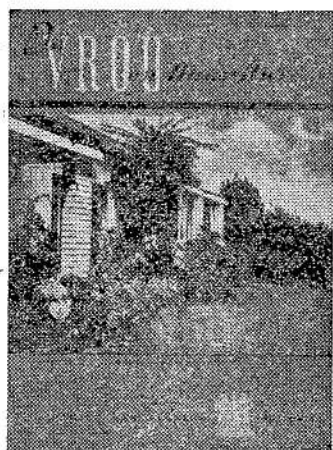
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