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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.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 857.] [24 April 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

LIQUOR AND CATERING TRADE, PRETORIA.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act declare that the provisions contained in Clauses 1 and 3 to 19 (inclusive), of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the Municipal Area of Pretoria and the Health Board Area of Silverton; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Municipal Area of Pretoria and the Health Board Area of Silverton and from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions contained in Clauses 1, 3 to 17 (inclusive) and 19 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said trade as are not included in the definition of the expression "employee" contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

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

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 857.] [24 April 1953.
NYWERHEID-VERSOENINGSWET, 1937.

DRANK- EN VERVERSINGSBEDRYF, PRETORIA.

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 hiertoe verskyn en op die Drank- en Verversings-bedryf betrekking het, van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na 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 vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1 en 3 tot en met 19 van genoemde Ooreenkoms van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die munisipale gebied Pretoria en die Gesondheidsraadsgebied Silverton; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 17 en 19 van genoemde Ooreenkoms van die tweede Maandag na bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, in die munisipale gebied Pretoria en die Gesondheidsraadsgebied Silverton *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf, wat nie by die woordoms-krywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE (PRETORIA).

AGREEMENT

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

Hotel Association of Pretoria

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

Suid-Afrikaanse Drank en Verversings Bedryf Vakbond

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

being the parties to the Industrial Council for the Liquor and Catering Trade (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Pretoria and in the Health Board Area of Silverton by all employers and employees in the Liquor and Catering Trade who are members of the employers' organization and the trade union, provided that the Agreement shall not apply in respect of managers, manageresses, assistant managers and assistant manageresses.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister 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 him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"assistant cook (grade I)" means a cook nominated as such by his employer if in respect of such nomination a certificate has been issued in terms of section 4 (2) (b);

"assistant cook (grade II)" means a cook nominated as such by his employer if in respect of such nomination a certificate has been issued in terms of section 4 (2) (b);

"learner cook" means a cook nominated as such by his employer if in respect of such nomination a certificate has been issued in terms of section 4 (2) (b);

"assistant waiter (grade I)" means a waiter nominated as such by his employer if in respect of such nomination a certificate has been issued in terms of section 4 (2) (b);

"assistant waiter (grade II)" means a waiter nominated as such by his employer if in respect of such nomination a certificate has been issued in terms of section 4 (2) (b);

"learner waiter" means a waiter nominated as such by his employer if in respect of such nomination a certificate has been issued in terms of section 4 (2) (b);

"assistant steward (grade I)" means a steward nominated as such by his employer if in respect of such nomination a certificate has been issued in terms of section 4 (2) (b);

"assistant steward (grade II)" means a steward nominated as such by his employer if in respect of such nomination a certificate has been issued in terms of section 4 (2) (b);

"casual employee" means an employee who is employed for not more than one week;

"class 'A' barman" means a barman who has had not less than three years' service as a barman;

"class 'B' barman" means a barman who has had two years' service or more but less than three years' service as a barman;

"class 'C' barman" means a barman who has had less than two years' service as a barman;

"cook" means an employee engaged in any operation in the cooking of food and includes a chef;

"chambermaid" means a female employed in dusting or tidying bedrooms or living-rooms or other residential parts of an establishment, mending linen or attending to the requirements of guests in their bedrooms but does not include the carrying of meals or refreshments to guests;

"Council" means the Industrial Council for the Liquor and Catering Trade (Pretoria) registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section nineteen of the Act;

"establishment" means any premises in or in connection with which one or more employees are employed in the Liquor and Catering Trade;

"service" means the total period of experience an employee has had in the particular occupation in the Liquor and Catering Trade in which he is employed;

BYLAWE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF (PRETORIA).

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, aangegaan tussen die

"Hotel Association of Pretoria"

(hierna "die werkgewers" of "die werkgewersorganisasie" genoem) aan die een kant, en die

"Suid-Afrikaanse Drank en Verversingsbedryf Vakbond"

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

wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf (Pretoria).

1. TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet in die munisipale gebied Pretoria en die gesondheidsraadgebied Silverton nagekom word deur alle werkgewers en werknemers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie en die vakvereniging is; met dien verstande dat die ooreenkoms nie op bestuurders, bestuurderesse, assistent-bestuurders en assistent-bestuurderesse van toepassing mag wees nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister vasstel ingevolge subartikel (1) van artikel agt-en-veertig van die Wet, en bly van krag vir twee jaar of vir 'n tydperk wat hy vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings in hierdie ooreenkoms waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in die Wet; elke verwysing na 'n Wet sluit elke wysiging daarvan in en behalwe waar dit blykbaar anders bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in; tensy dit in stryd is met die samehang, beteken—

"Wet", die Nywerheid-versoeningswet, 1937;

"assistent-kok, graad I," 'n kok wat as sulks deur sy werkgewer aangestel is, as in die geval van so 'n aanstelling 'n sertifikaat ingevolge klousule 4 (2) (b) uitgereik is;

"assistent-kok, graad II," 'n kok wat as sulks deur sy werkgewer aangestel is, as in die geval van so 'n aanstelling 'n sertifikaat ingevolge klousule 4 (2) (b) uitgereik is;

"leerling-kok", 'n kok wat as sulks deur sy werkgewer aangestel is, as in die geval van so 'n aanstelling 'n sertifikaat ingevolge klousule 4 (2) (b) uitgereik is;

"assistent-kelner, graad I," 'n kelner wat as sulks deur sy werkgewer aangestel is, as in die geval van so 'n aanstelling 'n sertifikaat ingevolge klousule 4 (2) (b) uitgereik is;

"assistent-kelner, graad II," 'n kelner wat as sulks deur sy werkgewer aangestel is, as in die geval van so 'n aanstelling 'n sertifikaat ingevolge klousule 4 (2) (b) uitgereik is;

"leerling-kelner", 'n kelner wat as sulks deur sy werkgewer aangestel is, as in die geval van so 'n aanstelling 'n sertifikaat ingevolge klousule 4 (2) (b) uitgereik is;

"assistent-hofmeester, graad I," 'n hofmeester wat as sulks deur sy werkgewer aangestel is, as in die geval van so 'n aanstelling 'n sertifikaat ingevolge klousule 4 (2) (b) uitgereik is;

"assistent-hofmeester, graad II," 'n hofmeester wat as sulks deur sy werkgewer aangestel is, as in die geval van so 'n aanstelling 'n sertifikaat ingevolge klousule 4 (2) (b) uitgereik is;

"los werknemer", 'n werknemer wat vir hoogstens een week in diens geneem word;

"kantienman, klas A," 'n kantienman met minstens drie jaar diens as kantienman;

"kantienman, klas B," 'n kantienman met twee of meer jaar maar minder as drie jaar diens as kantienman;

"kantienman, klas C," 'n kantienman met minder as twee jaar diens as kantienman;

"kok", 'n werknemer wat werk in verband met die bereiding of kook van kos verrig, en dit sluit ook 'n sjef in;

"kamermeisie", 'n vroulike werknemer wat slaapkamers of ander bewoonde gedeeltes van die inrigting afstof of aan kant maak, linne heelmaak of sorg vir die behoeftes van gaste in hul kamers, maar sluit nie die dra van maaltye of verversings na gaste in nie;

"Raad", die Nywerheidsraad vir die Drank- en Verversingsbedryf (Pretoria), wat ingevolge artikel twee van die Nywerheid Versoenings Wet, 1924, geregistreer is en beskou word as geregistreer ingevolge artikel neëntien van die Wet;

"inrigting", elke perseel waarin, of in verband waarmee, een of meer werknemers in die Drank- en Verversingsbedryf werk-saam is;

"diens", die totale tydperk van 'n werknemer se ondervinding in die bepaalde vak waarin hy by die Drank- en Verversingsbedryf werk-saam is;

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

- (a) Carrying foodstuffs or utensils;
- (b) cleaning premises, furniture, vehicles, utensils or food-wear;
- (c) making beds or fires and/or removing rubbish;
- (d) plucking poultry, cleaning fish, peeling or cutting up vegetables, boiling water, cooking rations for natives, making toast, boiling or frying eggs;
- (e) pushing or pulling any manually propelled vehicles;
- (f) carrying or guarding luggage or parcels and includes a night watchman;

(the terms "carrying foodstuffs or utensils" do not include carrying meals or refreshments to guests);

"steward" means any employee who is engaged exclusively in one or more of the following occupations in an establishment:—

Carrying refreshments to guests; driving vehicles or lifts; carrying or guarding luggage or parcels; receiving messages or running errands;

"carrying refreshments" does not include carrying meals to guests;

"guest" does not include the employer or any member of his family or any person employed in the establishment;

"hourly wage" means the weekly wage divided by fifty-seven;

"housekeeper" means a female employee engaged in supervising or directing the work of a chambermaid or an unskilled employee;

"Liquor and Catering Trade" means the trade carried on by employers and their employees when conducting, whether temporarily or permanently, the business of catering, hotels or of bars, if liquor is supplied in connection with such business and the supply thereof is carried on in terms of a licence under the provisions of the Liquor Act, 1928, but does not include the trade carried on by an employer in terms of a restaurant, refreshment room or tea-room keeper's licence under item 20 of Part 7 of the Second Schedule to the Licences, Consolidation Act, 1925, whether or not such employer is also the holder of a liquor licence under the Liquor Act, 1928, permitting the supply of liquor in his restaurant, refreshment-room or tea-room;

"part-time employee" means any employee (other than a casual employee) who is employed for not more than four (4) hours in the aggregate in any one day;

"quarter" means in any year a three-monthly period beginning the first day of January, April, July or October;

"rates" include overtime and payments in lieu of board and/or lodging;

"spread-over" means the period in any one day from the time when the employee begins work to the time when he finishes work for that day; for the purposes of this definition "day" means any period of twenty-four hours;

"tariff 'A' establishment" means an establishment where an inclusive tariff of not less than twenty-five shillings per diem is normally charged to casual guests;

"tariff 'B' establishment" means an establishment where an inclusive tariff of more than seventeen shillings and sixpence but less than twenty-five shillings per diem is normally charged to casual guests;

For the purpose of this Agreement an establishment in respect of which the only liquor licence held is a wine and malt liquor licence, shall be deemed to be a tariff "B" establishment;

"tariff 'C' establishment" means an establishment where an inclusive tariff of seventeen shillings and sixpence or less per diem is normally charged to casual guests;

"wage" means a weekly wage and does not include commission;

"waiter" means an employee who serves or carries meals foodstuffs or refreshments to guests.

4. WAGES.

(1) Subject to the provisions of sub-section (2) no employer shall pay to the classes of employees specified in Annexure "A" to this Agreement less than the minimum wages prescribed therein and no such employee shall accept wages less than those so prescribed.

(2) (a) Every employer shall pay to all waiters, cooks and stewards in his employ the wages prescribed in the Annexure for waiters, cooks and stewards; provided that an employer may submit to the Secretary of the Council a statement in which he nominates the employees falling within such classes whom he desires to be regarded for the purpose of section 8 as waiters, stewards, cooks and assistant waiters, stewards (grade I-II), cooks (grade I-II) and learner waiters and learner cooks respectively.

"ongeskoolde werknemer", 'n werknemer in diens in verband met een of meer van onderstaande vakke:—

- (a) eetware of gerei dra;
- (b) persele, meubels, voertuie, gerei of skoeisel skoonmaak;
- (c) beddens opmaak, of vure maak en/of vuilgoed verwyder;
- (d) pluimvee pluk, vis skoonmaak, groente skil of sny, water kook, rantsoene vir natuurlike kook, brood rooster, eiers kook of bak;
- (e) handvoertuie stoot of trek;
- (f) bagasie of pakkette dra of oppas, en sluit 'n nagwag in;

(die uitdrukking "eetware of gerei dra" sluit nie die dra van maaltye of verversings na gaste in nie);

"hofmeester", 'n werknemer wat uitsluitlik in verband met een of meer van die volgende werksaamhede by 'n inrigting in diens is:—

Verversings na gaste dra; voertuie bestuur of hysers bedien; bagasie of pakkette dra of oppas; boodskappe ontvang of doen;

"verversings dra", sluit nie die dra van maaltye na gaste in nie;

"gas", sluit nie die werkgewer, of lid van sy gesin of 'n persoon wat in die inrigting in diens is, in nie;

"uurloon", die weekloon gedeel deur sewe-en-vyftig;

"huishoudster", 'n vroulike werknemer wat toesig hou oor die werk van 'n kamermeisie of ongeskoolde werknemer, of aanwysings daarvoor gee;

"Drank- en verversingsbedryf", die bedryf wat deur werkgewers en hul werknemers uitgeoefen word as hulle tydelik of permanent die besigheid dryf van verversings verskaf of hotelle of kantine bestuur, as drank verskaf word in verband met so 'n besigheid en die verskaffing daarvan geskied kragtens 'n lisensie ooreenkomstig die Drankwet, 1928, maar uitgesonderd die bedryf wat deur 'n werkgewer uitgeoefen word ingevolge 'n restaurant-, verversingskamer- of teekamer-houerslisensie ingevolge item 20 van deel 7 van die Tweede Bylae van die Licenties Konsolidatie Wet 1925, afgesien daarvan of so 'n werkgewer ook die houer van 'n drank-lisensie ingevolge die Drankwet, 1928, is wat die verskaffing van drank in sy restaurant, verversingskamer of teekamer toelaat;

"deeltydse werknemer", 'n werknemer (behalwe 'n los werknemer) wat in diens geneem word vir altesame hoogstens vier (4) uur op 'n dag;

"kwartaal", 'n tydperk van drie maande wat begin op die eerste dag van Januarie, April, Julie of Oktober;

"tariewe", ook betalings vir oortydwerk en betalings in plaas van kos en/of huisvesting;

"werkdag", die aantal ure op 'n dag van die tyd waarop die werknemer begin werk tot die tyd waarop hy vir daardie dag die werk staak; vir die toepassing van hierdie woordbepaling beteken "dag" 'n tydperk van vier-en-twintig uur;

"inrigting, tarief A", 'n inrigting waar geleentheidsgaste gewoonlik 'n insluitende tarief van minstens 25s. per dag betaal;

"inrigting, tarief B", 'n inrigting waar geleentheidsgaste gewoonlik 'n insluitende tarief van meer as 17s. 6d. maar minder as 25s. per dag betaal;

(Vir die toepassing van hierdie ooreenkoms word 'n inrigting met slegs 'n wyn- en bierlisensie as 'n inrigting, tarief B, beskou)

"inrigting, tarief C", 'n inrigting waar geleentheidsgaste gewoonlik 'n insluitende tarief van 17s. 6d. of minder per dag betaal;

"loon", 'n weekloon, en dit sluit nie kommissie in nie;

"kelner", 'n werknemer wat maaltye, eetware of verversings na gaste dra of aan gaste bedien.

4. LONE.

(1) Behoudens subklousule (2) mag geen werkgewer aan die klasse werknemers wat in aanhangsel A van hierdie ooreenkoms genoem word, laer lone betaal as dié wat daarin voorgeskryf word nie, en so 'n werknemer mag nie laer lone as dié wat aldus voorgeskryf word, aanneem nie.

(2) (a) 'n Werkgewer moet aan kelners, kokke en hofmeesters in sy diens die loon betaal soos in die aanhangsel vir kelners, kokke en hofmeesters voorgeskryf; met dien verstande dat 'n werkgewer 'n opgawe van die werknemers wat binne dié klasse val en wat hy vir die toepassing van klousule 8 onderskeidelik as kelners, hofmeesters, kokke en assistent-kelners, -hofmeesters (grade I en II) en -kokke (grade I en II) en leerlingkelners en leerling-kokke wil beskou, aan die sekretaris van die Raad kan voorleë.

(b) Upon receipt of the statement referred to in paragraph (a) the Secretary of the Council shall, if he is satisfied that the employers' nominations, if carried into effect, will constitute a compliance with section 8, issue to the employer a certificate to that effect and thereafter the employees named in the certificate shall for the purposes of Annexure "A" of this Agreement and while they continue to be employed in the same establishment be deemed to be waiters, stewards, cooks, or assistant waiters, stewards (grade I-II), or cooks (grade I-II) or learner waiters or learner cooks, as the case may be.

(c) The Secretary of the Council shall when issuing the certificate referred to in paragraph (b) also issue to each employee named in the certificate, a statement whereon shall be shown the name of the establishment, the employee's name and his class as determined in accordance with the provisions of this sub-section.

(d) The provisions of paragraphs (a), (b) and (c) shall *mutatis mutandis*, apply to any revision of classification desired by an employer following changes in his staff or for any other reason.

(3) Each employee, other than a barman, shall be entitled to receive meals which fall within his working hours in addition to the wages prescribed for such employee. A part-time or a casual employee, other than an unskilled casual employee, shall be entitled to receive meals which fall within his working hours; where such meals are not provided, an allowance of one shilling (1s.) per meal shall be paid to him in lieu thereof. An unskilled casual employee shall receive sixpence per meal where such meals are not provided.

(4) An employee who is paid by the month shall, for each month, be paid not less than four and one-third times the weekly wage prescribed for his class.

(5) 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 all the hours worked on such day, be paid at the higher scale applicable to the classes concerned.

(6) Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee at the date on which this Agreement comes into operation.

5. COST OF LIVING ALLOWANCES.

Each employee shall be paid by his employer, at the same time as his other remuneration is paid, a cost of living allowance equal to that prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

6. PAYMENT OF WAGES AND RATES.

(1) Wages, rates and any other remuneration due shall be paid in cash weekly, or if an employer and employee mutually agree, monthly or on termination of employment, if this takes place before the ordinary pay-day of the employee.

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

(3) No fines of any kind shall be imposed by an employer 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 may be made from the wages and rates due to an employee:—

- When an employee absents himself from work, a pro rata amount for the period of such absence;
- with the written consent of the employee, deductions for holiday, sick, insurance or pension funds;
- contributions to the funds of the trade union in terms of section 21 of this Agreement;
- levies in terms of section 16 of this Agreement;
- any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee;
- as sum of sixteen shillings per week for board, or nine shillings per week for lodging, or twenty-five shillings per week for board and lodging, from the wage of a barman to whom such board or lodging is or board and lodging are supplied.

7. UNIFORMS.

Where an employee is required to wear special uniform, the employer shall supply it free of charge, and it shall remain the property of the employer.

8. PROPORTION AND RATIO OF EMPLOYEES.

(1) There shall be employed in each establishment one class "A" barman before a class "B" barman may be employed and class "B" barman shall be employed before a class "C" barman is employed, and for each class "A" barman employed not more than one class "B" barman may be employed and for each class "B" barman employed not more than one class "C" barman may be employed, provided that in an establishment where a wine and malt liquor licence only is held, and only one barman is employed such barman may be a class "B" barman notwithstanding that a class "A" barman is not employed.

(b) Na ontvangs van die opgaaf genoem in paragraaf (a) moet die sekretaris van die Raad, as hy oortuig is dat wanneer aan die werkgever se aanstelling uitvoering gegee word, dit in ooreenstemming met klousule 8 sal wees, 'n sertifikaat te dien effekte aan die werkgever uitreik, en daarna moet die werknemers wat in die sertifikaat genoem word vir die toepassing van aanhangsel A van hierdie ooreenkoms en vir solank as hulle in dieselfde inrigting in diens is, na gelang van die geval beskou word as kelners, hofmeesters (grade I en II), kokke of assistent-kelners, -hofmeesters of -kokke (grade I en II), of leerling-kelners of leerling-kokke.

(c) Die Sekretaris van die Raad moet by uitreiking van die sertifikaat wat in paragraaf (b) genoem word, ook aan elke werknemer wat in die sertifikaat genoem word 'n verklaring uitreik wat die naam van die inrigting, die naam van die werknemer en sy klas, soos vasgestel ingevolge hierdie sub-klousule, vermeld.

(d) Paragraaf (a), (b), en (c) is *mutatis mutandis* van toepassing op elke indelingshersiening na veranderingen in sy personeel, of om enige ander rede, deur 'n werkgever verlang word.

(3) Elke werknemer behalwe 'n kantienman het reg op maaltye binne sy werkure benewens die lone wat vir hom voorgeskryf word. 'n Deeltydse of los werknemer, behalwe 'n ongeskoolde los werknemer, het reg op maaltye binne sy werkure; as die maaltye nie verskaf word nie, moet hy in plaas daarvan 'n toelae van een sjieling (1s.) per maaltyd betaal word. 'n Ongeskoolde los werknemer moet ses pennies per maaltyd ontvang as so 'n maaltyd nie verskaf word nie.

(4) 'n Werknemer wat per maand betaal word, moet vir elke maand minstens vier en een-derde maal die weekloon, soos voorgeskryf vir sy klas, betaal word.

(5) Aan 'n werknemer wat verplig of toegelaat word om op 'n dag twee of meer klasse werk te verrig, waarvoor verskillende lone voorgeskryf is, moet vir alle ure op daardie dag gewerk, teen die hoër skaal op die betrokke klas van toepassing betaal word.

(6) Niks in die Ooreenkoms het die uitwerking om die loon wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms van krag word te verlaag nie.

5. LEWENSKOSTETOELAE.

Elke werkgever moet aan sy werknemer, saam met sy ander besoldiging, die lewenskostetoelae betaal wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig word, voorgeskryf is.

6. BETALING VAN LONE EN TARIIEWE.

(1) Lone, tariewe en ander betaling wat verskuldig is, moet weklíks in kontant betaal word, of by onderlinge ooreenkoms tussen 'n werkgever en 'n werknemer maandelíks, of by diensbeëindiging indien dit voor die gebruikelike betaaldag van die werknemer val.

(2) 'n Werkgever mag nie vir die opleiding van 'n werknemer onderriggeld vra of aanneem nie.

(3) 'n Werkgever mag geen boetes hoegenaamd aan 'n werknemer opleë nie.

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

(5) Geen kortings behalwe die volgende kan van die lone en tariewe wat aan 'n werknemer verskuldig is, afgetrek word nie:—

- Indien 'n werknemer van sy werk wegbly, 'n pro rata bedrag vir die duur van die afwesigheid;
- met skriftelike toestemming van die werknemer, kortings vir vakansie-, siekte-, versekerings- of pensioenfondse;
- bydraes aan die fondse van die vakvereniging ingevolge klousule 21 van hierdie Ooreenkoms;
- heffings ingevolge klousule 16 van hierdie Ooreenkoms;
- bedrae wat betaal word deur 'n werkgever wat ingevolge 'n wet, ordonnansie, of regsgeeding verplig is om dit ten behoeve van 'n werknemer te betaal;
- 16s. per week vir kos, of 9s. per week vir huisvesting, of 25s. per week vir kos en huisvesting, van die loon van 'n kantienman aan wie kos, of huisvesting, of kos en huisvesting verskaf word.

7. UNIFORMS.

Indien van 'n werknemer vereis word om 'n spesiale uniform te dra, moet die werkgever dit kosteloos verskaf, en dit bly die werkgever se eiendom.

8. GETALLEVERHOUDING VAN WERKNEMERS.

(1) In elke inrigting moet een kantienman, klas A, in diens wees voordat 'n kantienman, klas B, in diens geneem kan word en 'n kantienman, klas B, moet in diens wees voordat 'n kantienman, klas C, in diens geneem kan word, en vir elke kantienman, klas A, in diens mag nie meer as een kantienman, klas B, in diens geneem word nie en vir elke kantienman, klas B, in diens mag nie meer as een kantienman, klas C, in diens geneem word nie; met dien verstande dat in 'n inrigting met slegs 'n wyn- en bierlisensie, gehou word en waar slegs een kantienman in diens is, so 'n kantienman 'n kantienman, klas B, kan wees al is daar geen kantienman, klas A, in diens nie.

(2) (a) In a tariff "A" establishment there shall be employed one waiter before an assistant waiter is employed and for each waiter employed there may be employed not more than two assistant waiters (grade I), three assistant waiters (grade II).

(b) In a tariff "B" establishment there shall be employed one waiter or one assistant waiter (grade I) before an assistant waiter (grade II) is employed and for each waiter or assistant waiter (grade I) there may be employed not more than two assistant waiters (grade II).

(c) In a tariff "C" establishment, assistant waiters (grade II) may be employed notwithstanding that a waiter or an assistant waiter (grade I) is not employed.

(3) (i) In a tariff "A" establishment there shall be employed one cook before an assistant cook is employed and for each cook employed there may be employed not more than one assistant cook (grade I), one assistant cook (grade II).

(ii) In a tariff "B" establishment an assistant cook (grade I) may be employed notwithstanding that a cook is not employed and for each cook or assistant cook (grade I) employed not more than one assistant cook (grade II).

(iii) In a tariff "C" establishment an assistant cook (grade II) may be employed notwithstanding that a cook or an assistant cook (grade I) is not employed.

(4) (i) In a tariff "A" establishment there shall be employed one steward and two assistant stewards (grade I) before an assistant steward (grade II) is employed, and for each steward and two assistant stewards (grade I) collectively employed there may be employed not more than three assistant stewards (grade II).

(ii) In a tariff "B" establishment there shall be employed one steward or assistant steward (grade I) before an assistant steward (grade II) is employed, and for each steward or assistant steward (grade I) employed, not more than two assistant stewards (grade II) may be employed.

(iii) In a tariff "C" establishment not more than one assistant steward (grade II) may be employed.

(5) Wherever reference is made in this section to employees of a particular grade nothing in this section shall be deemed to prohibit the employment of an employee falling within a grade for whom higher wages are prescribed, in place of the employment of a person of such first-mentioned grade.

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

9. EMPLOYMENT OF LEARNERS.

No learner waiters or learner cooks shall be employed unless the employer has obtained the permission of the Industrial Council to employ such learners. The application shall be made in writing.

10. HOURS OF WORK.

(1) The ordinary working hours of an employee other than a barman and an unskilled employee shall not exceed one hundred and fourteen (114) hours per fortnight.

The ordinary working hours of a barman shall not exceed one hundred and ten (110) hours per fortnight and that of an unskilled employee shall not exceed sixty (60) hours per week.

(2) The working time of any employee other than a steward, assistant steward or an unskilled employee shall on any one day be completed within a spreadover of fifteen hours.

(3) An employer shall allow each of his employees, other than unskilled employees, to be off duty for one period of not less than twenty-four hours, and for two periods of ten hours each during the course of every four weeks. Barman shall, in addition, be allowed off duty on one night in the week from 7.30 p.m. Unskilled employees shall be allowed off duty one half-day (from 2 p.m.) during each week.

(4) An employee who is required or allowed to work in excess of the hours prescribed in sub-section (1) of this section shall, in respect of each hour or part of an hour of such excess be paid not less than his hourly wage, plus fifty per cent.

(5) An employee who is not allowed off duty for the periods prescribed under sub-section (3) of this section shall, in respect of each hour or part of an hour by which such off-duty period falls short of such prescribed periods, be paid not less than his hourly wage, plus fifty per cent.

11. ATTENDANCE REGISTERS AND TIME AND WAGE REGISTERS.

It shall be the responsibility of every employer to ensure that all employees, other than unskilled employees, complete daily attendance registers as prescribed in Annexure "B" of this Agreement.

It shall be the duty of all employees as referred to above to complete the attendance registers daily.

The hours worked in respect of unskilled employees shall be detailed in the wage register to be kept by the employer.

The introduction and keeping of attendance registers shall not absolve employers from the necessity of keeping time and wage register as heretofore.

(2) (a) In 'n tarief A-inrigting moet daar een kelner in diens wees voordat 'n assistent-kelner in diens geneem word, en vir elke kelner in diens mag daar nie meer as twee assistent-kelners (graad I) en drie assistent-kelners (graad II) in diens geneem word nie.

(b) In 'n tarief B-inrigting moet daar een kelner of assistent-kelner (graad I) in diens wees voordat 'n assistent-kelner (graad II) in diens geneem word, en vir elke kelner of assistent-kelner (graad I) mag nie meer as twee assistent-kelners (graad II) in diens geneem word nie.

(c) In 'n tarief C-inrigting mag assistent-kelners (graad II) in diens geneem word nieëstaande die feit dat geen kelner of assistent-kelner (graad I) daar in diens is nie.

(3) (i) In 'n tarief A-inrigting moet daar een kok in diens wees voordat 'n assistent-kok in diens geneem word, en vir elke kok in diens mag daar nie meer as een assistent-kok (graad I) en een assistent-kok (graad II) in diens geneem word nie.

(ii) In 'n tarief B-inrigting mag 'n assistent-kok (graad I) in diens geneem word nieëstaande die feit dat daar nie 'n kok in diens is nie, en vir elke kok of assistent-kok (graad I) in diens mag nie meer as een assistent-kok (graad II) in diens geneem word nie.

(iii) In 'n tarief C-inrigting mag 'n assistent-kok (graad II) in diens geneem word nieëstaande die feit dat daar nie 'n kok of assistent-kok (graad I) in diens is nie.

(4) (i) In 'n tarief A-inrigting moet een hofmeester en twee assistent-hofmeesters (graad I) in diens wees voordat 'n assistent-hofmeester (graad II) in diens geneem kan word, en vir elke hofmeester en twee assistent-hofmeesters (graad I) tesame in diens mag nie meer as drie assistent-hofmeesters (graad II) in diens geneem word nie.

(ii) In 'n tarief B-inrigting moet een hofmeester of assistent-hofmeester (graad I) in diens wees voordat 'n assistent-hofmeester (graad II) in diens geneem kan word, en vir elke hofmeester of assistent-hofmeester (graad I) in diens mag nie meer as twee assistent-hofmeesters (graad II) in diens geneem word nie.

(iii) In 'n tarief C-inrigting mag nie meer as een assistent-hofmeester (graad II) in diens wees nie.

(5) Waar in hierdie klousule na werknemers van 'n bepaalde graad verwys word, word daar nie beskou dat enigiets in hierdie klousule die indiensneming van 'n werknemer wat binne 'n graad val waarvoor hoër lone voorgeskryf is, in plaas van 'n werknemer van eersgenoemde graad, verbied nie.

(6) Los of deeltydse werknemers word nie vir die toepassing van hierdie klousule as werknemers beskou nie.

9. INDIENSNEMING VAN LEERLINGE.

Geen leerling-kelners of kokke mag sonder die toestemming van die Nywerheidsraad, waarvoor skriftelik aansoek gedoen moet word, in diens geneem word nie.

10. WERKURE.

(1) Die gewone werkure van 'n werknemer, behalwe 'n kantienman, of ongeskoolde werknemer, moet nie honderd-en-veertien (114) uur per veertien dae te bowe gaan nie. Die gewone werkure van 'n kantienman moet nie honderd-en-tien (110) uur per veertien dae, en dié van 'n ongeskoolde werknemer nie sestig (60) uur per week te bowe gaan nie.

(2) Die werkure van 'n werknemer behalwe 'n hofmeester, assistent-hofmeester of ongeskoolde werknemer moet elke dag binne 'n werkdag van vyftien uur voltooi word.

(3) 'n Werkgewer moet elkeen van sy werknemers, behalwe ongeskoolde werknemers, toelaat om in die loop van elke vier weke minstens eenmaal vir 24 uur en tweemaal vir 10 uur van diens af te wees. Buiten moet kantienmanne toegelaat word om per week een nag van 7.30 nm. van diens af te wees. Ongeskoolde werknemers moet een halwe dag (van 2 nm.) per week van diens af toegestaan word.

(4) Aan 'n werknemer wat verplig of toegelaat word om meer as die ure voorgeskryf in subklousule (1) van hierdie klousule te werk, moet ten opsigte van elke uur of gedeelte van 'n uur ekstra werk minstens sy uurloon plus 50 persent betaal word.

(5) Aan 'n werknemer wat nie toegelaat word, om, soos in subklousule (3) van hierdie klousule voorgeskryf, van diens af te wees nie, moet vir elke uur of gedeelte van 'n uur wat hy korter as die voorgeskryfde tyd van diens af is, minstens sy uurloon plus 50 persent betaal word.

11. BYWONINGSREGISTERS EN TYD-EN LOONREGISTERS.

Elke werkgewer is daarvoor verantwoordelik dat sy werknemers, buiten ongeskoolde werknemers, 'n daaglikse bywoningsregister invul soos in aanhangsel B van hierdie ooreenkoms voorgeskryf.

Alle werknemers wat hierbo genoem word, is verplig om elke dag 'n bywoningsregister in te vul.

Die ure wat 'n ongeskoolde werknemer werk, moet deur die werkgewer in 'n loonregister aangeteken word.

Nieteenstaande die invoer van bywoningsregisters moet werk-gewers soos voorheen tyd- en loonregisters hou.

12. LEAVE.

(1) (a) Each employee, other than an unskilled employee, shall be given, in respect of the first fifty weeks of service with the same employer, two weeks' leave of absence on full pay and shall, in respect of each subsequent period of forty-nine weeks of service with the same employer, be given three weeks' leave of absence on full pay.

Each employee, other than an unskilled employee, shall be given, after the completion of five years' service with the same employer, and for each subsequent year thereafter, four weeks' annual leave on full pay.

The employer may fix the time when such leave shall be taken, but if he shall not have granted to the employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after such leave becomes due.

(b) If, during the first fifty weeks of an employee's service, his employment is terminated before the completion of such service but after the completion of four months' service, the employer shall pay to the employee for each completed week of service in the uncompleted year $\frac{2}{10}$ ths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(c) An employee who has become entitled to two weeks' leave in terms of sub-section (1) (a) and whose service terminates before such leave has been granted shall upon termination of employment be paid his full pay in respect of such leave and in addition be paid $\frac{2}{10}$ ths of the weekly wage in respect of each completed week of service calculated from the date upon which he became entitled to leave.

(d) An employee who has been granted two week's leave in terms of sub-section (1) (a) and whose service terminates before the next period of leave falls due, shall upon termination of service be paid $\frac{2}{10}$ ths of the weekly wage paid to him during the week immediately preceding such termination in respect of each completed week of service calculated from the date upon which he last became entitled to leave.

(e) An employee who has become entitled to three weeks' leave in terms of sub-section (1) (a) and whose service terminates before such leave has been granted shall upon termination of employment be paid his full pay in respect of such leave and in addition be paid $\frac{3}{10}$ ths of the weekly wage in respect of each completed week of service calculated from the date upon which he last became entitled to leave.

(f) An employee who has been granted three weeks leave in terms of sub-section (1) (a) and whose employment terminates before the next period of leave falls due, shall, upon termination of service be paid $\frac{3}{10}$ ths of the weekly wage paid to him during the week immediately preceding such termination in respect of each completed week of service calculated from the date upon which he last became entitled to leave.

(g) An employee who has become entitled to four weeks' leave in terms of sub-section (1) (a) and whose services terminates before such leave has been granted, shall upon termination of employment be paid his full pay in respect of such leave and, in addition, shall be paid $\frac{1}{12}$ th of the weekly wage in respect of each completed week of service calculated from the date upon which he last became entitled to such leave.

(h) An employee who has been granted four weeks' leave in terms of sub-section (1) (a) and whose employment terminates before the next period of leave falls due, shall upon termination of service be paid $\frac{1}{12}$ th of the weekly wage paid to him during the week immediately preceding such termination in respect of each completed week of service calculated from the date upon which he last became entitled to leave.

(2) Each unskilled employee shall be given in respect of each fifty weeks of service with the same employer two weeks' leave of absence on full pay. The employer may fix the time when such leave shall be taken, if he shall not have granted to the 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 fifty weeks' service. When in any year of an employee's service his employment is terminated before the completion of the year but after the completion of four months' employment, the employer shall pay to the employee for each completed week of employment in the uncompleted year $\frac{2}{10}$ ths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(3) For the purpose of this section an employee's service shall be deemed to commence—

- (i) in the case of those employees who had become entitled to leave in terms of the Agreement published under Government Notice No. 3142 of the 15th December 1950, from the date upon which such employee last became entitled to leave;
- (ii) in the case of those employees to whom the Agreement referred to in paragraph (i) applied, who were in employment before the coming into force of this Agreement but who had not become entitled to leave in terms of that Agreement, from the date upon which such employment commenced;
- (iii) in the case of all other employees, from the date upon which the employee enters his employer's service or the date of coming into operation of this Agreement, whichever is the later.

12. VERLOF.

(1) (a) Elke werknemer, behalwe 'n ongeskoolde werknemer moet ten opsigte van die eerste vyftig weke diens by dieselfde werkgewer twee weke verlof met volle betaling toegestaan word en ten opsigte van elke daaropvolgende tydperk van nege-en-veertig weke by dieselfde werkgewer drie weke afwesigheidsverlof met volle betaling.

Elke werknemer, behalwe 'n ongeskoolde werknemer, moet na vyf jaar diens by dieselfde werkgewer en vir elke jaar daarn vier weke verlof met volle betaling gegee word.

Die werkgewer kan die tyd waarop verlof geneem moet word vasstel, maar indien hy nie eerder aan die werknemer sy verlof toegestaan het nie, moet dit toegestaan en geneem word om te begin binne drie maande nadat dit verskuldig geword het.

(b) Indien 'n werknemer se diens gedurende die eerste vyftig weke eindig voordat sodanige diens voltooi is, maar na beëindiging van vier maande diens, moet die werkgewer hom vir elke volle week diens in die onvoltooide diensjaar $\frac{2}{10}$ stes van die weekloon wat hy by diensbeëindiging ontvang, betaal.

(c) 'n Werknemer wat ingevolge subklousule (1) (a) op twee weke verlof geregtig geword het en wie se diens eindig voordat dit toegestaan is, moet by diensbeëindiging sy volle loon ten opsigte van sodanige verlof betaal word, en moet daarbenewens ten opsigte van elke volle week diens $\frac{2}{10}$ stes van die weekloon wat hy by diensbeëindiging ontvang, bereken van die dag waarop hy tot verlof geregtig geword het, betaal word.

(d) 'n Werknemer wat ingevolge subklousule (1) (a) twee weke verlof toegestaan is en wie se diens eindig voordat die volgende verloftydperk verskuldig word, moet by diensbeëindiging ten opsigte van elke volle week diens $\frac{2}{10}$ stes van die weekloon wat hy gedurende die week onmiddellik voor diensbeëindiging ontvang, betaal word, bereken van die datum waarop hy laas op verlof geregtig geword het.

(e) 'n Werknemer wat ingevolge subklousule (1) (a) op drie weke verlof geregtig geword het en wie se diens eindig voordat dit toegestaan is, moet by diensbeëindiging sy volle loon ten opsigte van sodanige verlof betaal word en moet daarbenewens ten opsigte van elke volle diens $\frac{2}{10}$ stes van die weekloon betaal word, bereken van die datum waarop hy laas op verlof geregtig geword het.

(f) 'n Werknemer wat ingevolge subklousule (1) (a) drie weke verlof toegestaan is en wie se diens eindig voordat die volgende verloftydperk verskuldig is, moet by diensbeëindiging ten opsigte van elke volle week $\frac{3}{10}$ stes van die weekloon betaal word wat hy gedurende die week onmiddellik voor diens beëindiging ontvang, bereken van die datum waarop hy laas op verlof geregtig geword het.

(g) 'n Werknemer wat ingevolge subklousule (1) (a) tot vier weke verlof geregtig word en wie se diens eindig voordat dit toegestaan word, moet by diens beëindiging sy volle loon ten opsigte van die verlof betaal word, en daarbenewens $\frac{1}{12}$ de van sy weekloon vir elke volle week diens van die datum waarop hy laas tot verlof geregtig geword het.

(h) 'n Werknemer wat ingevolge subklousule (1) (a) vier weke verlof toegestaan is en wie se diens eindig voordat hy weer tot verlof geregtig word, moet hy diens beëindiging $\frac{1}{12}$ de van die weekloon wat hy gedurende die week onmiddellik voor diensbeëindiging ontvang het, betaal word vir elke volle week diens van die datum waarop hy laas tot verlof geregtig geword het.

(2) Elke ongeskoolde werknemer moet ten opsigte van elke vyftig weke diens by dieselfde werkgewer twee weke afwesigheidsverlof met volle betaling toegestaan word. Die werkgewer kan die tyd vasstel wanneer verlof geneem word, maar as hy nie eerder aan sy werknemer sy verloftydperk toegestaan het nie, moet dit toegestaan en geneem word om te begin binne drie maande na beëindiging van vyftig weke diens. As 'n werknemer se diens eindig voor die einde van die diensjaar, maar na voltooiing van vier maande diens, moet die werkgewer hom vir elke volle week diens in die onvoltooide jaar $\frac{2}{10}$ stes van die weekloon wat hy by diensbeëindiging ontvang het, betaal.

(3) Vir die toepassing van hierdie klousule moet beskou word dat 'n werknemer se diens begin—

- (i) in die geval van werknemers wat op verlof geregtig geword het ingevolge die ooreenkoms wat by Goewermentskennisgewing No. 3142 van 15 Desember 1950 bekend gemaak is, van die datum waarop dié werknemer laas op verlof geregtig geword het;
- (ii) in die geval van werknemers op wie die ooreenkoms genoem in paragraaf (i) van toepassing was en wat in diens was voordat hierdie ooreenkoms van krag geword het, maar wat nie ingevolge daardie ooreenkoms op verlof geregtig geword het nie, van die datum waarop hulle diens begin het;
- (iii) in die geval van ander werknemers, van die datum waarop die werknemers by sy werkgewer in diens getree het of, na gelang van die jongste datum, die datum waarop hierdie ooreenkoms in werking tree.

13. SICK LEAVE.

(1) An employee who is absent from work, after a period of not less than two months' service with the same employer, through sickness or accident not caused by his own misconduct, and other than an accident compensatable under the Workmen's Compensation Act, 1941, shall be granted seven days' leave during the first six months of any one year of employment with the same employer and a further seven days' leave in the second six months of employment with the same employer and shall be paid in respect of each such day one-seventh of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that, if the employee is absent from work for a period longer than two consecutive days, the employer may require the employee to produce a certificate, signed by a registered medical practitioner, such certificate to be completed on a form supplied by the Hotel Association of Pretoria, showing the nature and duration of the illness in respect of each period of absence for which payment is claimed.

14. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice, for any good cause recognised by the law as sufficient;
- (b) the provisions of any written Agreement between employer and employee stipulating for a period of notice in excess of that provided for herein;

an employer or his employee, other than an unskilled employee or a casual employee, shall give notice in writing to take effect from the time it is given, of his intention to terminate the contract of employment of not less than—

- (i) twenty-four hours during the first thirteen weeks of employment;
- (ii) one week's notice thereafter.

(2) In the event of an employer or an employee failing to give notice as provided for in sub-section (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of an employee such as referred to in sub-section (1) (i) of this section an amount equal to one day's remuneration;
- (b) in the case of an employee such as referred to in sub-section (1) (ii) of this section, an amount equal to one week's remuneration.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-section (2) of this section, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purposes of this sub-section any payment which may be due to an employee in terms of section 12 (Annual Leave) of this Agreement, except payment in respect of annual leave already accrued but not yet granted, in terms of section 12 (1) (a), shall also be regarded as a benefit in the process of accrual.

(4) When an Agreement is entered into in terms of sub-section (1) (b) of this section, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) The notice referred to in sub-section (1) shall not run concurrently with annual leave or sick leave.

(6) An unskilled employee or his employer may terminate the contract of service by giving twenty-four hours notice.

15. EXEMPTIONS.

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

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

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued;
- (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 393, Pretoria.

13. SIEKTEVERLOF.

(1) 'n Werknemer wat na minstens twee maande diens by dieselfde werkgever as gevolg van siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, van sy werk afwesig is, moet gedurende die eerste ses maande van 'n diensjaar by dieselfde werkgever sewe dae, en gedurende die tweede ses maande by dieselfde werkgever nog sewe dae verlof gegee word, en moet ten opsigte van elke dag een-sewende van die weekloon betaal word wat hy onmiddellik voor die aanvang van dié verlof ontvang het; met dien verstande dat as die werknemer langer as twee agtereenvolgende dae afwesig is, die werkgever van hom mag vereis om 'n sertifikaat, deur 'n geregistreerde mediese praktisyn geteken, voor te lê, en die sertifikaat moet ingevul word op 'n vorm deur die Hotel Association of Pretoria verskaf, en moet die aard en duur van die siekte aantoon ten opsigte van elke afwesigheid waarvoor betaling geëis word.

14. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

- (a) 'n werkgever of werknemer se reg om 'n dienskontrak sonder kennisgewing te beëindig om 'n rede wat by wet as voldoende erken word;
- (b) 'n geskrewe ooreenkoms tussen werkgever en werknemer wat voorsiening maak vir langer kennisgewing as wat hierin voorgeskryf word;

moet 'n werkgever of werknemer, buiten 'n ongeskoolde of los werknemer, minstens die volgende skriftelike kennis, met ingang van die oomblik waarop dit gegee word, gee van sy voorneme om die dienskontrak te beëindig:—

- (i) vier-en-twintig uur gedurende die eerste dertien weke diens;
- (ii) een week daarna.

(2) Indien 'n werkgever of werknemer versuim om volgens subklousule (1) hiervan kennis te gee, moet hy die volgende onderskeidelik betaal of verbeur:—

- (a) In die geval van 'n werknemer wat in subklousule (1) (i) genoem word, een dag se besoldiging;
- (b) in die geval van 'n werknemer wat in subklousule (1) (ii) genoem word, een week se besoldiging;

(3) Wat ook al in hierdie ooreenkoms staan, as geld wat 'n werkgever 'n werknemer aan loon skuld nie genoeg is om die bedrag te dek wat ingevolge subklousule (2) van hierdie klousule verbeur moet word nie, is die werkgever geregtig om dié bedrag agter te hou uit ander voordele (as daar is) wat die werknemer by diensbeëindiging toekom.

Vir die toepassing van hierdie subklousule moet betaling wat 'n werknemer ingevolge klousule 12 (Jaarlikse verlof) van hierdie ooreenkoms toekom, buiten betaling ten opsigte van verlof wat reeds verskuldig maar nog nie toegestaan is nie, ook beskou word as 'n voordeel wat hom toekom.

(4) Wanneer 'n ooreenkoms ingevolge subklousule (1) (b) van hierdie klousule aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees met die tydperk van kennisgewing waartoe ooreengekom is.

(5) Die kennisgewing wat in subklousule (1) genoem word, mag nie met jaarliks of siekteverlof saamval nie.

(6) 'n Ongeskoolde werknemer of sy werkgever kan die dienskontrak met vier-en-twintig uur kennis beëindig.

15. VRYSTELLINGS.

(1) Die Raad mag vrystelling van enige van die bepalings van hierdie ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, die voorwaardes vasstel waarop vrystelling toegestaan word en die tyd waarvoor geldig is; met dien verstande dat die Raad, as hy dit goeddink, enige vrystellingslisensie mag intrek nadat een week kennisgewing skriftelik aan die betrokke persoon gegee is, of die tydperk waarvoor die vrystelling verleen is, verloop het of nie.

(3) Die sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen is, 'n vrystellingslisensie uitreik wat deur die voorsitter en homself geteken is en wat die volgende aantoon:—

- (a) Naam van betrokke persoon voluit;
- (b) die bepalings van die ooreenkoms waarvan vrystelling verleen is;
- (c) die voorwaardes subklousule (2) van hierdie klousule waarop vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

(4) Die sekretaris van die Raad moet—

- (a) alle uitgereikte lisensies in volgorde nommer;
- (b) 'n kopie van elke uitgereikte lisensie bewaar;
- (c) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die lisensie aan die betrokke werkgever stuur;
- (d) 'n kopie van elke vrystellingslisensie aan die Afdelingsinspekteur van Arbeid, Posbus 393, Pretoria, stuur.

16. EXPENSES OF THE COUNCIL.

For the purposes of meeting the expenses of the Council, each employer shall deduct two shillings (2s.) per month from each of his barmen, cooks, assistant cooks grades I and II, learner cooks, stewards, assistants stewards grade I, chambermaids, housekeepers, waiters, assistant waiters grades I and II, and learner waiters. From each of his assistant stewards grade II and from females not otherwise specified, he shall deduct 6d. per month.

To the amounts 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 1256, Pretoria.

17. ADMINISTRATION OF AGREEMENT.

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

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who is a representative on the Council every reasonable facility to attend to his duties in connection with the work of the Council.

19. EFFECT OF OTHER LAWS.

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

20. TRADE UNION LABOUR.

No member of the employers' organization shall engage an employee unless such employee is a member of the trade union or holds a provisional card of membership, and no member of the trade union shall accept employment with an employer who is not a member of the employers' organization.

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

21. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from the wages of members of the trade union in his permanent employ, current subscription fees due to the trade union.

22. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the record of wages paid, time worked and payments made for overtime, for the purpose of ascertaining whether the terms of this Agreement are being observed.

Signed at Pretoria on behalf of the parties this 27th day of February 1953.

M. F. RECK,
Chairman of the Council.

P. DE KLERK,
Vice-Chairman of the Council.

M. M. MCGILLIVRAY,
Secretary of the Council.

As Witnesses:—

1. B. W. PAXTON.
2. D. N. MCGILLIVRAY.
3. N. W. GELDENHUIS.

16. UITGAWES VAN DIE RAAD.

Om die Raad se uitgawes te dek moet elke werkgever twee sjielings per maand aftrek van elke kantenman, kok, assistentkok graad I en II, leerling-kok, hofmeester, assistent-hofmeester graad I, kamermeisie, huishoudster, kelner, assistent-kelner graad I en II en leerling-kelner. Van elke assistent-hofmeester graad II en van vroulike bediendes wat nie elders genoem word nie, moet hy 6d. per maand aftrek.

By die afgetrekte bedrag moet die werkgever 'n gelyke bedrag voeg en die totaal voor of op die vyftiende dag van elke maand aan die sekretaris van die Raad, Posbus 1256, Pretoria, stuur.

17. TOEPASSING VAN OOREENKOMS.

Die Raad is vir die toepassing van hierdie ooreenkoms verantwoordelik en kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgever moet aan elkeen van sy werknemers wat 'n verteenwoordiger op die Raad is, alle moontlike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

19. UITWERKING VAN ANDER WETTE.

Niks in hierdie ooreenkoms kan as magtiging beskou word vir diensverrigting deur 'n persoon wie se diensverrigting kragtens 'n wet verbode is, of diensverrigting op tye wat by wet verbode is nie.

20. VAKVERENIGING-ARBEID.

Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem tensy sodanige werknemer lid is van die vakvereniging of in besit is van 'n voorlopige lidmaatskapkaart nie, en geen lid van die vakvereniging mag by 'n werkgever in diens tree wat nie lid van die werkgewersorganisasie is nie.

Hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie van Suid-Afrika binnegekom het nie; met dien verstande dat as 'n immigrant na die eerste drie maande waarin hy diens in die Drank- en Verversingsbedryf aanvaar het, 'n uitnodiging van die vakvereniging om lid daarvan te word, van die hand gewys het, hierdie klousule onmiddellik van toepassing word.

21. LEDEGELD AAN VAKVERENIGING.

Elke werkgever moet van die lone van lede van die vakvereniging wat by hom in vaste diens is, lopende ledegelde wat aan die vakvereniging verskuldig is, aftrek.

22. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel om by die toepassing van hierdie ooreenkoms behulpsaam te wees. 'n Agent kan inrigtings betree en kan werkgewers of werknemers ondervra en die aantekenings van lone wat betaal, tyd wat gewerk, en betalings wat vir oortydwerk gedoen is, nagaan ten einde te kan vasstel of hierdie ooreenkoms nagekom word.

Namens die partye op hede die 27ste dag van Februarie 1953 in Pretoria geteken,

M. F. RECK,
Voorsitter van die Raad.

P. DE KLERK,
Ondervoorsitter van die Raad.

M. M. MCGILLIVRAY,
Sekretaris van die Raad.

As getuies:—

1. B. W. PAXTON.
2. D. N. MCGILLIVRAY.
3. N. W. GELDENHUIS.

ANNEXURE "A" TO AGREEMENT.

(Vide Section 4—Wages).

Class of Employee.	GROUP I.	GROUP II.	GROUP III.
	Employees other than Casual Employees.	Casual Employees other than those comprised in Group III.	Employees (other than Part-time Employees) employed at Performances or Functions for which a Theatre or Sports Ground or Temporary Liquor Licence is held.
	Per Week.	Per Day or Part of a Day.	
	£ s. d.	£ s. d.	£ s. d.
Cook.....	4 4 0	1 2 6	1 2 6
Assistant cook, grade I.....	3 11 5	0 19 3	0 19 3
Assistant cook, grade II.....	2 12 11	0 14 3	0 14 3
Learner cook—			
during first year of experience.....	1 7 8	—	
during second year of experience.....	1 14 2	—	
during third year of experience.....	2 0 7	—	
during fourth year of experience.....	2 7 1	—	
during fifth year of experience.....	2 13 6	—	
and thereafter the wage for a cook.			
Steward.....	2 7 3	0 14 0	1s. 6d. per hour or part of an hour with a minimum of 6s. per day.
Assistant steward, grade I.....	1 11 6	0 9 0	
Assistant steward, grade II.....	1 3 8	0 5 0	
Chambermaid.....	1 10 0	0 10 0	
Female employee not otherwise specified.....	1 10 0	0 10 0	1s. 6d. per hour or part of an hour with a minimum of 6s. per day.
Male employee not otherwise specified.....	2 0 0	0 12 0	
Part-time employee—			
male.....	2 0 0	—	
female.....	1 5 0	—	
Barman—			
class "A".....	7 3 4	1 5 0	15s. per day of four hours work or less. 21s. per day of more than four hours work.
class "B".....	5 10 0	1 0 0	
class "C".....	3 18 0	0 15 0	
Waiter.....	2 7 3	0 15 0	1s. 6d. per hour or part of an hour with a minimum of 6s. per day.
Assistant waiter, grade I.....	2 0 2	0 12 0	
Assistant waiter, grade II.....	1 9 10	0 9 0	
Learner waiter—			
during first year of experience.....	1 7 8	—	
during second year of experience.....	1 12 8	—	
during third year of experience.....	1 17 8	—	
and thereafter the wage for a waiter.			
Housekeeper.....	2 15 6	0 15 0	
Unskilled employee.....	0 17 6	0 3 6	6d. per hour or part of an hour.

AANHANGSEL A VAN DIE OOREENKOMS.

(Sien klousule 4—Lone).

Klas werknemer.	GROEP I.	GROEP II.	GROEP III.
	Werknemers, behalwe los werknemers.	Los werknemers, behalwe dié wat onder Groep III val.	Werknemers (behalwe deeltydse werknemers) wat by vertonings of verrigtings werksaam is waarvoor 'n teater- of sportterreinsensie of tydelike dranklisensie gehou word.
	Per week.	Per dag of deel van 'n dag.	
	£ s. d.	£ s. d.	£ s. d.
Kok.....	4 4 0	1 2 6	1 2 6
Assistent-kok, graad I.....	3 11 5	0 19 3	0 19 3
Assistent-kok, graad II.....	2 12 11	0 14 3	0 14 3
Leerling-kok—			
Gedurende eerste jaar ervaring.....	1 7 8	—	
Gedurende tweede jaar ervaring.....	1 14 2	—	
Gedurende derde jaar ervaring.....	2 0 7	—	
Gedurende vierde jaar ervaring.....	2 7 1	—	
Gedurende vyfde jaar ervaring.....	2 13 6	—	
En daarna die loon vir 'n kok.			
Hofmeester.....	2 7 3	0 14 0	1s. 6d. per uur, of gedeelte van 'n uur, met 'n minimum van 6s. per dag.
Assistent-hofmeester, graad I.....	1 11 6	0 9 0	
Assistent-hofmeester, graad II.....	1 3 8	0 5 0	
Kamermeisie.....	1 10 0	0 10 0	
Vroulike werknemer, nie elders gespesifiseer nie.....	1 10 0	0 10 0	1s. 6d. per uur, of gedeelte van 'n uur, met 'n minimum van 6s. per dag.
Manlike werknemer, nie elders gespesifiseer nie.....	2 0 0	0 12 0	
Deeltydse werknemer—			
Manlik.....	2 0 0	—	
Vroulik.....	1 5 0	—	
Kantienman—			
Klas A.....	7 3 4	1 5 0	15s. per dag van vier werkure of minder, 21s. per dag van meer as vier werkure.
Klas B.....	5 10 0	1 0 0	
Klas C.....	3 18 0	0 15 0	
Kelner.....	2 7 3	0 15 0	1s. 6d. per uur, of gedeelte van 'n uur, met 'n minimum van 6s. per dag.
Assistent-kelner, graad I.....	2 0 2	0 12 0	
Assistent-kelner, graad II.....	1 9 10	0 9 0	
Leerling-kelner—			
Gedurende eerste jaar ervaring.....	1 7 8	—	
Gedurende tweede jaar ervaring.....	1 12 8	—	
Gedurende derde jaar ervaring.....	1 17 8	—	
En daarna die loon van 'n kelner.			
Huishoudster.....	2 15 6	0 15 0	
Ongeskoolde werknemer.....	0 17 6	0 3 6	6d. per uur of gedeelte van 'n uur.

ANNEXURE B (vide Section 11—Attendance Registers and Time and Wage Registers).
AANHANGSEL B (sien klousule 11—Bywoningsregisters en tyd- en loonregisters).

ANNEXURE S. 5.

AANHANGSEL S. 5.

NOTE.—Employees must sign only in the section of the Register reserved for their use.

OPMERKING.—Werknemers moet slegs teken in die afdeling van die register wat vir hul gebruik voorsien word.

ATTENDANCE REGISTER
SHOPS AND OFFICES ACT, 1939.

BYWONINGSREGISTER
WET OP WINKELS EN KANTORE, 1939.

(Name of Employee/Naam van werknemer).

(Occupation of Employee/Beroep van werknemer).

DATE AND DAY OF WEEK. DATUM EN DAG VAN DIE WEEK.		ENTRIES TO BE MADE BY EMPLOYEES. INSKRYWINGS WAT WERKNEMERS MOET MAAK.										REMARKS (IF ANY). OPMERKINGS (AS DAAR IS).				
Year/Jaar. Month/Maand.		Signature. Handtekening.	Time of commencing Work. Aanvangs-tyd van werk.	Intervals of Work. Tussenposes van Werk.				Time of finishing Work. Op-hou-tyd van werk.	In-creased Hours Worked. Ver-lengde ure gewerk.		Total Number of Hours Worked. Totale getal ure gewerk.		By Employer. Deur werkgewer.	By Employee. Deur werknemer.	By Inspector. Deur inspekteur.	
Date. Da-tum.	Day of Week. Dag van die Week.			Off. Af.	On. Op.	Off. Af.	On. Op.		On. Op.	Off. Af.	Each Day. Elke dag.	Each Week. Elke week.				
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NOTE.—Under headings "Off" and "On" in columns referring to "Intervals" insert time interval commences and time work resumed. In terms of Section 4 (7) of the Act an employee is deemed to be at work for any interval in his work if the employee is not free to leave the shop or office for the whole of the interval.

OPMERKING.—Onder die hoofde „Af" en „Op" in die kolom wat op „tussenposes" betrekking het, voeg in hoe laat tussenpose begin en hoe laat werk hervat word. Ingevolge artikel 4 (7) van die Wet word beskou dat 'n werknemer werk gedurende enige tussenpose in sy werk as die werknemer nie vry is om die winkel of kantoor vir die hele tussenpose te verlaat nie.