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

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

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1710.] [26 Augustus 1955.
NYWERHEID-VERSOENINGSWET, 1937.

DRANK- EN VERVERSINGSBEDRYF, PRETORIA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Drank- en Verversings-bedryf betrekking het, van die tweede Maandag af na publikasie van hierdie kennisgewing en vir die tydperk wat drie 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 3 tot en met 19 en 21 van genoemde Ooreenkoms van die tweede Maandag af na publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar na genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrik Pretoria; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 19 en 21 van genoemde Ooreenkoms van die tweede Maandag af na publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar na genoemde tweede Maandag eindig, in die magistraatsdistrik Pretoria *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf, wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 1710.] [26 August 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

LIQUOR AND CATERING TRADE, PRETORIA.

I, JOHANNES DE KLERK, 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 three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act declare that the provisions contained in clauses 3 to 19 (inclusive) and 21 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the Magisterial District of Pretoria; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Pretoria and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 3 to 17 (inclusive) 19 and 21 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.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF (PRETORIA).

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, aangegaan tussen die

Hotel Association of Pretoria

(hieronder „die werkgewers” of „die werkgewersorganisasie” genoem) aan die een kant, en die

Suid-Afrikaanse Drank en Verversingsbedryf Vakbond

(hieronder „die werknemers” of „die vakvereniging” genoem), an die ander kant,

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

1. TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrik Pretoria nagekom word deur alle werkgewers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie is en deur alle werknemers in die genoemde bedryf wat lede van die vakvereniging is en vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukkings in hierdie Ooreenkoms waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; elke verwysing na 'n Wet omvat elke wysiging daarvan en tensy die teenoorgestelde blykbaar bedoel word, omvat woorde wat die manlike geslag aandui ook vrouens; voorts, tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;
„kantienman”, 'n werknemer, uitgesonderd 'n wynhofmeester, wat drank oor die toonbank of uit die kantien van 'n inrigting verkoop, en omvat ook 'n kantienmeisie;
„klas A-kantienman”, 'n kantienman met minstens drie jaar diens as kantienman;
„klas B-kantienman”, 'n kantienman met twee of meer jaar maar minder as drie jaar diens as kantienman;
„klas C-kantienman”, 'n kantienman met minder as twee jaar diens as kantienman;
„losies”, maaltye wat binne die werkure van 'n werknemer val;
„losies en inwoning”, die verskaffing van drie maaltye per dag en van huisvesting, aan persone wat in enige hoedanigheid in 'n inrigting in diens is. Waar sodanige losies of inwoning van losies en inwoning deel uitmaak van die totale besoldiging wat aan 'n werknemer betaal word, omvat dit nie die verskaffing van losies of inwoning of losies en inwoning aan die afhanklikes van die werknemer nie, tensy 'n skriftelike ooreenkoms aangegaan is tussen die werkgewer en die werknemer dat sodanige losies of inwoning of losies en inwoning vir afhanklikes deel uitmaak van sodanige totale besoldiging van die betrokke werknemer;
„los werknemer”, 'n werknemer wat vir hoogstens een week in diens is;
„kok”, 'n werknemer wat enige werk in verband met die kook van kos verrig, en omvat ook 'n sjef;
„gekwalfiseerde kok”, 'n werknemer met vyf jaar of langer ondervinding as 'n kok;
„ongekwalfiseerde kok”, 'n werknemer met minder as vyf jaar ondervinding as 'n kok;
„assistent-kok (graad I)”, 'n kok wat as sodanige ingevolge klousule 4 (2) (a) deur sy werkgewer aangewys is;
„assistent-kok (graad II)”, 'n kok wat as sodanige ingevolge klousule 4 (2) (a) deur sy werkgewer aangewys is;
„Raad”, die Nywerheidsraad vir die Drank- en Verversingsbedryf (Pretoria) wat ingevolge artikel negentien van die Wet geregistreer is;
„klerklike werknemer”, 'n werknemer wat skriftelike werk, tikwerk of enige ander vorm van klerklike werk verrig, en omvat 'n ontvangsklerk, 'n versendingsklerk en 'n kassier;
„gekwalfiseerde klerklike werknemer”, 'n klerklike werknemer met minstens een jaar ondervinding;
„ongekwalfiseerde klerklike werknemer”, 'n klerklike werknemer met minder as een jaar ondervinding;
„inrigting”, enige perseel waarin of in verband waarmee, een of meer werknemers in die Drank- en Verversingsbedryf werk-saam is;
„gas”, omvat nie die werkgewer of lid van sy gesin of 'n persoon wat in die inrigting in diens is nie;
„huishoudster”, 'n vroulike werknemer wat toesig hou oor die werk van 'n kamermeisie of ongeskoolde werknemer, of aanwysings daarvoor gee;
„uurloon”, die weekloon wat gedeel word deur 55 in die geval van 'n kantienman, deur 56 in die geval van 'n klerklike werknemer, deur 60 in die geval van 'n ongeskoolde werknemer, deur 57 in die geval van ander werknemers;

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’ organisation”), 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 Magisterial District of Pretoria by all the employers in the Liquor and Catering Trade who are members of the employers’ organisation and by all the employees in the said trade who are members of the trade union and for whom wages are prescribed in clause 4 of the Agreement.

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 three 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 amendments 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;

“barman” means an employee, other than a wine steward, engaged in the sale of liquor over the counter or from the bar of an establishment and includes a barmaid;

“barman, class A” means a barman who has had not less than three years’ service as a barman;

“barman, class B” means a barman who has had two years’ service or more but less than three years’ service as a barman;

“barman, class C” means a barman who has had less than two years’ service as a barman;

“board” means meals which fall within the working hours of an employee;

“board and lodging” means the supply of three meals per day, and of accommodation, to persons who are employed in any capacity in an establishment. Where such board or lodging or board and lodging forms part of the total remuneration paid to an employee, this shall not include the supply of board or lodging or board and lodging to an employee’s dependents, unless a written agreement is entered into between the employer and the employee that such board or lodging or board and lodging for dependants shall form part of such total remuneration to the employee concerned;

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

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

“cook, qualified,” means an employee who has had five, or more years experience as a cook;

“cook, unqualified,” means an employee who has had less than five years’ experience as a cook;

“cook, assistant (grade I),” means a cook nominated as such by his employer in terms of clause 4 (2) (a);

“cook, assistant (grade II),” means a cook nominated as such by his employer in terms of clause 4 (2) (a);

“Council” means the Industrial Council for the Liquor and Catering Trade (Pretoria) registered in terms of section nineteen of the Act;

“clerical employee” means an employee engaged in writing, typing or any other form of clerical work and includes a reception clerk, despatch clerk and a cashier;

“clerical employee, qualified,” means a clerical employee who has had not less than one year’s experience;

“clerical employee, unqualified,” means a clerical employee who has had less than one year’s experience;

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

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

“housekeeper” means a female employee engaged in supervising or directing the work of a chamber-maid or an unskilled employee;

“hourly wage” means the weekly wage, in the case of—

a barman, divided by fifty-five;

a clerical employee, divided by fifty-six;

an unskilled employee, divided by sixty;

other employees, divided by fifty-seven;

„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 kantene bestuur, as drank verskaf word in verband met so 'n besigheid en die verskaffing daarvan geskied kragtens 'n lisensie ooreenkomstig die Darnkwet, 1928, maar uitgesonderd die bedryf wat deur 'n werkgewer uitgeoefen word ingevolge 'n restaurant-, verversingskamer- of teekamerhouerslisensie 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 is van 'n dranklisensie ingevolge die Drankwet, 1928, wat die verskaffing van drank in sy restaurant, verversingskamer of teekamer toelaat;

„inwoning”, huisvesting wat verskaf word aan persone wat in enige hoedanigheid in 'n inrigting in diens is;

„deeltydse werknemer”, 'n werknemer, uitgesonderd 'n los werknemer, wat in diens is 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 besoldiging vir oortydwerk en besoldiging in plaas van losies en/of inwoning;

„werkdag”, die tydperk op 'n dag van die tyd waarop die werknemer begin werk tot die tyd waarop hy vir daardie dag ophou werk; vir die toepassing van hierdie woordomsywing beteken „dag” 'n tydperk van 24 uur;

„diens”, die totale tydperk van ondervinding wat 'n werknemer opgedoen het in die besondere werk wat hy in die Drank- en Verversingsbedryf verrig;

„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;

„versersings dra”, omvat nie die dra van maaltye na gaste toe nie;

„assistent-hofmeester (graad I)”, 'n hofmeester wat as sodanig ingevolge klousule 4 (2) (a) deur sy werkgewer aangewys is;

„assistent-hofmeester (graad II)”, 'n hofmeester wat as sodanig ingevolge klousule 4 (2) (a) deur sy werkgewer aangewys is;

„tarief A-inrigting”, 'n inrigting waar geleentheidsgaste gewoonlik 'n insluitende tarief van mnstens 25s. per dag betaal;

„tarief B-inrigting”, '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 tarief B-inrigting gereken;

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

„ongeskoolde manlike werknemer”, 'n werknemer in diens in verband met een of meer van die volgende werksaamhede:—

(a) Eetware of gerei dra; maar dit omvat nie die dra van maaltye of verversings na gaste toe nie;

(b) persele, meubels, voertuie, gerei of skoeisel skoonmaak;

(c) beddens opmaak, of vuurmaak en/of vuilgoed verwyder;

(d) pluimvee pluk, vis skoonmaak, groente skil of sny, water kook, rantsoene vir Naturelle kook, brood rooster, eiers kook of bak;

(e) enige handvoertuie stoot of trek;

(f) bagasie of pakkette dra of oppas, en dit omvat 'n nagwag;

„ongeskoolde vroulike werknemer”, 'n werknemer in diens in verband met een of meer van die volgende werksaamhede:—

(a) Eetware of gerei dra; maar dit omvat nie die dra van maaltye of verversings na gaste toe nie;

(b) persele, meubels, gerei of skoeisel skoonmaak;

(c) beddens opmaak, vuurmaak en/of vuilgoed verwyder;

(d) pluimvee pluk, vis skoonmaak, groente skil of sny, water kook, brood rooster, eiers kook of bak;

(e) slaapkamers, woonkamers of ander woonvertrekke van 'n inrigting afstof of aan kant maak, linne heelmaak of vir gaste in hulle slaapkamers sorg, maar dit omvat nie die dra van maaltye of verversings na gaste toe nie;

„loon”, 'n weekloon, maar dit omvat nie kommissie nie;

„kelner”, 'n werknemer wat tafels dek of afdek, gaste met maaltye of verversings bedien, tafelgereedskap en/of breekgoed nagaan; slaai, toebröodjies, roosterbrood, tee of soortgelyke drankie voorberei;

„ongekwalifiseerde kelner”, 'n werknemer met minder as drie jaar ondervinding as 'n kelner;

„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, a refreshment room or a tea-room keeper's licence under item 20 of Part I 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 tearoom;

„lodging” means accommodation supplied to persons who are employed in any capacity in an establishment;

„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 an 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;

„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;

„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.

„steward, assistant (grade I)”, means a steward nominated as such by his employer in terms of clause 4 (2) (a);

„steward, assistant (grade II)”, means a steward nominated as such by his employer in terms of clause 4 (2) (a);

„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;

„unskilled employee, male,” means an employee engaged in one or more of the following occupations:—

(a) Carrying foodstuffs or utensils; but does not include carrying meals or refreshments to guests;

(b) cleaning premises, furniture, vehicles, utensils or footwear;

(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;

„unskilled employee, female,” means an employee engaged in any one or more of the following occupations:—

(a) carrying foodstuffs or utensils; but does not include carrying refreshments or meals to guests;

(b) cleaning premises, furniture, utensils or footwear;

(c) making beds or fires and/or removing rubbish;

(d) plucking poultry, cleaning fish, peeling or cutting up vegetables, boiling water, making toast, boiling or frying eggs;

(e) dusting or tidying bedrooms or living-rooms or other residential parts of an establishment, meaning linen, or attending to the requirements of guests in their bedrooms, other than carrying refreshments or meals, and performing laundry work;

„wage” means a weekly wage and does not include commission;

„waiter” means an employee who is engaged in setting or clearing tables, serving meals or refreshments to guests, checking cutlery and/or crockery, making salads, sandwiches, toast, tea or similar beverages;

„waiter, unqualified,” means an employee who has had less than three years' experience as a waiter;

- „gekwalifiseerde kelner”, ’n werknemer met drie jaar of langer ondervinding as ’n kelner;
 „assistent-kelner (graad I)”, ’n kelner wat as sodanig ingevolge klousule 4 (2) (a) deur sy werkgever aangewys is;
 „assistent-kelner (graad II)”, ’n kelner wat as sodanig ingevolge klousule 4 (2) (a) deur sy werkgever aangewys is.

4. LONE.

(1) Behoudens die bepalings van subklousule (2) mag geen werkgever aan die klasse werknemers hieronder genoem minder as die minimum lone wat in subklousule (7) (a), (b) en (c) voorgeskryf is, betaal nie, en geen sodanige werknemer mag laer lone as dié wat aldus voorgeskryf word, aanneem nie.

(2) (a) Elke werkgever moet aan alle kantienmanne, kelnere, kokke en hofmeesters die lone betaal wat hieronder voorgeskryf word; met dien verstande dat ’n werkgever aan die Sekretaris van die Raad ’n staat kan voorleë waarin hy dié werknemers aanwys wat binne sodanige klasse val en wat hy vir die toepassing van klousule 8 onderskeidelik as kantienmanne (klasse A, B en C), kelnere, hofmeesters, kokke, en assistent-kelnere, hofmeesters, -kokke (grade I en II) wil beskou.

(b) Elke werknemer, uitgesonderd ’n kantienman of ’n klerklike werknemer, is geregtig op maaltye wat binne sy werksure val, benewens die lone wat vir sodanige werknemer voorgeskryf word. ’n Deeltydse of ’n los werknemer, uitgesonderd ’n ongeskoolde los werknemer, is geregtig op maaltye wat binne sy werksure val; as sodanige maaltye nie verskaf word nie, moet aan sodanige werknemer in plaas daarvan ’n toeleg van een shilling (1s.) per maaltyd betaal word. ’n Ongeskoolde los werknemer moet ses pennies per maaltyd ontvang as sodanige maaltye nie verskaf word nie.

(3) (a) Elke werknemer, uitgesonderd ’n ongeskoolde werknemer wat in diens is by ’n inrigting wat ’n wyn- en moutlisenensie besit, maar wat nie ’n restaurantbesigheid het nie, moet benewens sy gewone besoldiging die som van sewentien shillings en drie pennies (17s. 3d) per week ontvang, wat as ’n rantsoentoelae beskou moet word vir die maaltye wat die werkgever nie verskaf nie.

(b) ’n Klerklike werknemer moet, benewens sy gewone besoldiging, vry losies en inwoning ontvang wat deur sy werkgever verskaf moet word.

(c) ’n Klerklike werknemer, uitgesonderd een in ’n inrigting in subklousule (3) (a) van hierdie klousule genoem, moet, benewens sy gewone besoldiging, vry losies en inwoning deur sy werkgever verskaf word.

(4) ’n Werknemer wat per maand betaal word, moet vir elke maand minstens 4½-maal die weekloon 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 kan die loon wat aan ’n werknemer betaal word op die datum waarop hierdie Ooreenkoms van krag word, verlaag nie.

(7) (a) Werknemers, uitgesonderd los en deeltidse werknemers:—

Klas werknemer—	Weekloon. £ s. d.
Kok.....	4 4 0
Assistent-kok, Graad I.....	3 11 5
Assistent-kok, Graad II.....	2 12 11
Gekwalifiseerde kok	
Eerste jaar ondervinding.....	1 7 8
Tweede jaar ondervinding.....	1 14 2
Derde jaar ondervinding.....	2 0 7
Vierde jaar ondervinding.....	2 7 1
Vyfte jaar ondervinding.....	2 13 6
en daarna die loon vir ’n kok	
Hofmeester.....	2 7 3
Assistent-hofmeester, Graad I.....	1 11 6
Assistent-hofmeester, Graad II.....	1 3 8
Kantienmanne—	
Klas A-kantienman.....	7 3 4
Klas B-kantienman.....	5 10 0
Klas C-kantienman.....	3 18 0
Klerklike werknemers—	
Gekwalifiseer.....	3 0 0
Ongekwalifiseer.....	2 0 0
Vroulike werknemer, nie elders genoem nie.....	1 10 0
Manlike werknemer, nie elders genoem nie.....	2 0 0
Huishoudster.....	2 15 6
Ongeskoolde werknemer.....	0 17 3
Kelner.....	2 7 3
Assistent-kelner, Graad I.....	2 0 2
Assistent-kelner, Graad II.....	1 9 10
Ongekwalifiseerde kelner—	
Eerste jaar ondervinding.....	1 7 8
Tweede jaar ondervinding.....	1 12 8
Derde jaar ondervinding.....	1 17 8
en daarna die loon vir ’n kelner.	

- „waiter, qualified,” means an employee who has had three or more years’ experience as a waiter;
 „waiter—assistant (grade I)” means a waiter nominated as such by his employer in terms of clause 4 (2) (a);
 „waiter—assistant (grade II)” means a waiter nominated as such by his employer in terms of clause 4 (2) (a).

4. WAGES.

(1) Subject to the provisions of sub-clause (2) no employer shall pay to the classes of employees specified hereunder less than the minimum wages prescribed in sub-clause (7) (a), (b) and (c) and no such employee shall accept wages less than those so prescribed.

(2) (a) Every employer shall pay to all barmen, waiters, cooks, and stewards, the wages prescribed hereunder for barmen, 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 clause 8, as barmen classes, A, B and C, waiters, stewards, cooks and assistant waiters, stewards, cooks (grade I-II), respectively.

(b) Each employee, other than a barman and a clerical employee, 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 in lieu thereof. An unskilled casual employee shall receive sixpence per meal where such meals are not provided.

(3) (a) Each employee, other than an unskilled employee, who is employed in an establishment for which only a wine and malt licence is held but where no restaurant business is carried on, shall receive, in addition to his ordinary remuneration, a sum of seventeen shillings and threepence (17s. 3d.) per week, which shall represent a ration allowance for meals not provided by the employer.

(b) A clerical employee shall receive, in addition to his ordinary remuneration, board and lodging free of charge, to be supplied by the employer.

(c) A clerical employee, other than in an establishment mentioned in sub-clause (3) (a) of this clause shall receive, in addition to his ordinary remuneration, board and lodging, free of charge, to be supplied by the employer.

(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.

(7) (a) Employees other than casual or part-time employees:—

Class of employee—	Wages per Week. £ s. d.
Cook.....	4 4 0
Cook (Assistant, Grade I).....	3 11 5
Cook (Assistant, Grade II).....	2 12 11
Cook (Unqualified)—	
First year of experience.....	1 7 8
Second year of experience.....	1 14 2
Third year of experience.....	2 0 7
Fourth year of experience.....	2 7 1
Fifth year of experience.....	2 13 6
and thereafter the wages for a Cook.	
Steward.....	2 7 3
Steward (Assistant, Grade I).....	1 11 6
Steward (Assistant, Grade II).....	1 3 8
Barmen—	
Barman, Class A.....	7 3 4
Barman, Class B.....	5 10 0
Barman, Class C.....	3 18 0
Clerical employee—	
Qualified.....	3 0 0
Unqualified.....	2 0 0
Female employee, not otherwise specified.....	1 10 0
Male employee, not otherwise specified.....	2 0 0
Housekeeper.....	2 15 6
Unskilled employee.....	0 17 6
Waiter.....	2 7 3
Waiter (Assistant, Grade I).....	2 0 2
Waiter (Assistant, Grade II).....	1 9 10
Waiter (Unqualified)—	
First year of experience.....	1 7 8
Second year of experience.....	1 12 8
Third year of experience.....	1 17 8
and thereafter the wage for a Waiter.	

(b) Deeltydse werknemers:—

Klas werknemer—	Lone per dag of deel van 'n dag.	
	£	s. d.
Kok.....	1	2 6
Assistent-kok, Graad I.....	0	19 3
Assistent-kok, Graad II.....	0	14 3
Hofmeester.....	0	14 0
Assistent-hofmeester, Graad I.....	0	9 0
Assistent-hofmeester, Graad II.....	0	5 0
Manlike werknemer, nie elders genoem nie.....	0	12 0
Vroulike werknemer, nie elders genoem nie.....	0	10 0
Klas A-kantienman.....	1	5 0
Klas B-kantienman.....	1	0 0
Klas C-kantienman.....	0	15 0
Kelner.....	0	15 0
Assistent-kelner, Graad I.....	0	12 0
Assistent-kelner, Graad II.....	0	9 0
Huishoudster.....	0	15 0
Ongeskoolde werknemer.....	0	3 6

(c) Los werknemers (wat ook dié omvat wat by vertonings of verrigtings werksaam is waarvoor 'n teater- of sportterreinslisensie of tydelike dranklisensie uitgereik is):—

Klas werknemer—	Lone per dag of deel van 'n dag.	
	£	s. d.
Kok.....	1	2 6
Assistent-kok, Graad I.....	0	19 3
Assistent-kok, Graad II.....	0	14 3

	Lone per uur of deel van 'n uur.	
	s. d.	
Hofmeester.....	1	6
Assistent-hofmeester, Graad I.....	1	6
Assistent-hofmeester, Graad II.....	1	6
Vroulike werknemer, nie elders genoem nie.....	1	6
Manlike werknemer, nie elders genoem nie.....	1	6
Kelner.....	1	6
Assistent-kelner, Graad I.....	1	6
Assistent-kelner, Graad II.....	1	6

Klas A-kantienman.....	15s. per dag van vier werke- ure of minder.
Klas B-kantienman.....	21s. per dag van meer as vier werke.
Klas C-kantienman.....	6d.
Ongeskoolde werknemer.....	

Met 'n minimum
van ses shillings
per dag.

5. LEWENSKOSTETOELAE.

Elke werkgewer moet aan sy werknemer, saam met sy ander besoldiging, minstens die lewenskostetoelae betaal wat in Oorlogs-maatreël No. 43 van 1942, soos van tyd tot tyd gewys g. voorgeskryf is.

6. BETALING VAN LONE EN TARIWE.

(1) Lone, tariewe en enige ander besoldiging wat verskuldig is, moet wekklis in kontant betaal word, of, by onderlinge ooreenkoms tussen 'n werkgewer en 'n werknemer, maandeliks, of by diensbeëindiging indien dit voor die gebruikelike betaaldag van die werknemer val.

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

(3) 'n Werkgewer mag 'n werknemer geen boetes hoegenaamd ople nie.

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

(5) Geen bedrag, uitgesonderd 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, bedrae vir vakansie-, siekte-, versekerings- of pensioenfondse;
- bydraes aan die fondse van die vakvereniging ingevolge klousule 22 van hierdie Ooreenkoms;
- heffings ingevolge klousule 16 van hierdie Ooreenkoms;
- bedrae wat betaal word deur 'n werkgewer wat ingevolge 'n wet, ordonnansie of regsgeeding verplig is om dit ten behoeve van 'n werknemer te betaal;
- 16s. per week vir losies, of 9s. per week vir inwoning, of 25s. per week vir losies en inwoning, van die loon van 'n kantienman aan wie losies of inwoning, of losies en inwoning verskaf word.

7. UNIFORMS.

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

8. GETALLEVERHOUDING VAN WERKNEMERS.

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

(b) Part-time employees:—

Class of employee—	Wages per Day or Part of a Day.	
	£	s. d.
Cook.....	1	2 6
Cook (Assistant, Grade I).....	0	19 3
Cook (Assistant, Grade II).....	0	14 3
Steward.....	0	14 0
Steward (Assistant, Grade I).....	0	9 0
Steward (Assistant, Grade II).....	0	5 0
Male employee, not otherwise specified.....	0	12 0
Female employee, not otherwise specified.....	0	10 0
Barman, Class A.....	1	5 0
Barman, Class B.....	1	0 0
Barman, Class C.....	0	15 0
Waiter.....	0	15 0
Waiter (Assistant, Grade I).....	0	12 0
Waiter (Assistant, Grade II).....	0	9 0
Housekeeper.....	0	15 0
Unskilled employee.....	0	3 6

(c) Casual employees (including those employed at performances or functions for which a theatre or sports ground or temporary liquor licence is held):—

Class of employee—	Wages per Day or Part of a Day.	
	£	s. d.
Cook.....	1	2 6
Cook (Assistant, Grade I).....	0	19 3
Cook (Assistant, Grade II).....	0	14 3

	Per Hour or Part of an Hour.	
	s. d.	
Steward.....	1	6
Steward (Assistant, Grade I).....	1	6
Steward (Assistant, Grade II).....	1	6
Female employee, not otherwise specified.....	1	6
Male employee, not otherwise specified.....	1	6
Waiter.....	1	6
Waiter (Assistant, Grade I).....	1	6
Waiter (Assistant, Grade II).....	1	6

Barman, Class A.....	15s. per day of four hours' work or less.
Barman, Class B.....	21s. per day of more than four hours.
Barman, Class C.....	6d.
Unskilled employee.....	

With a minimum of six shillings per day.

5. COST OF LIVING ALLOWANCES.

Each employee shall be paid by his employer at the same as as his other remuneration is paid, a cost of living allowance of not less than that prescribed in War Measure No. 43 of 1942, as 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 an employee mutually agree, monthly or on termination of employment if it 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 clause 22 of this Agreement;
- levies in terms of clause 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;
- a 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 a 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.

(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 hoogstens twee assistent-kelners (graad I) en vir elke twee assistent-kelners (graad I) hoogstens drie assistent-kelners (graad II) in diens geneem word.

(b) In 'n tarief B-inrigting moet daar een kelner of een 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 hoogstens twee assistent-kelners (graad II) in diens geneem word.

(c) In 'n tarief C-inrigting mag hoogstens drie assistent-kelners (graad II) in diens geneem word, al is daar geen kelner of assistent-kelner (graad I) in diens nie. Indien meer as drie werknemers van hierdie klas in diens is, moet een 'n assistent-kelner (graad I) wees. Indien meer as vier werknemers van hierdie klas in diens is, moet een 'n kelner wees.

(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 hoogstens een assistent-kok (graad I) en een assistent-kok (graad II) in diens geneem word.

(ii) In 'n tarief B-inrigting mag 'n assistent-kok (graad I) in diens geneem word al is daar nie 'n kok in diens nie, en vir elke kok of assistent-kok (graad I) in diens mag hoogstens een assistent-kok (graad II) in diens geneem word.

(iii) In 'n tarief C-inrigting kan 'n assistent-kok (graad II) in diens geneem word, al is daar geen kok of assistent-kok (graad I) in diens nie. Indien meer as een werknemer van hierdie klas egter in diens is, moet een 'n assistent-kok (graad I) wees en indien meer as twee in diens is, moet een 'n kok wees.

(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 hoogstens drie assistent-hofmeesters (graad II) in diens geneem word.

(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 hoogstens twee assistent-hofmeesters (graad II) in diens geneem word.

(iii) In 'n tarief C-inrigting kan een assistent-hofmeester (graad II) in diens geneem word, al is daar geen hofmeester of assistent-hofmeester (graad I) in diens nie. Indien meer as een werknemer van hierdie klas egter in diens is, moet een 'n assistent-hofmeester (graad I) wees en indien meer as twee in diens is, moet een 'n hofmeester wees.

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

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

9. INDIENSNEMING VAN ONGEKWALIFISEERDE WERKNEMERS.

*Geen ongekwalfiseerde kelners of ongekwalfiseerde kokke mag in diens geneem word nie, tensy die werkgever die toestemming van die Nywerheidsraad verkry het om sodanige ongekwalfiseerde kelners of ongekwalfiseerde kokke in diens te neem. Die aansoek moet skriftelik gedoen word.

10. WERKURE.

(1) (i) Die gewone werkure van 'n werknemer, uitgesonderd 'n kantienman, 'n klerklike werknemer en 'n ongeskoolde werknemer mag nie eenhonderd-en-veertien (114) uur per 14 dae oorskry nie.

(ii) Die gewone werkure van 'n los werknemer mag op geen enkele dag meer as nege uur wees nie.

(iii) Die gewone werkure van 'n klerklike werknemer mag nie eenhonderd-en-twaalf (112) uur per 14 dae oorskry nie.

(iv) Die gewone werkure van 'n kantienman mag nie eenhonderd-en-tien (110) uur per 14 dae oorskry nie, en dié van 'n ongeskoolde werknemer mag nie eenhonderd-en-twintig (120) uur per 14 dae oorskry nie.

(2) Die werktyd van enge werknemer moet op enige dag binne 'n werkdag van 15 uur voltooi word.

(3) Behoudens die bepalings van subklousule (5) moet 'n werkgever elkeen van sy werknemers, met inbegrip van ongeskoolde werknemers, toelaat om elke week vir 'n halfdag van diens af te wees. Vir die toepassing van hierdie klousule moet die vryaf die tydperk tussen middag en middernag of tussen middernag en middag wees. Op die dag waarop sodanige vryaf tyd toegestaan word, kan van 'n werknemer vereis word om hoogstens die ure te werk wat hieronder genoem word—

- in die geval van 'n kantienman, 3½ uur;
- in die geval van 'n klerklike werknemer, 4 uur;
- in die geval van 'n ongeskoolde werknemer, 4½ uur;
- in die geval van ander werknemers, 4 uur;

Daarbenewens moet kantienmanne een nag vryaf per week van 7.30 nm. 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 bykomende uur of gedeelte van 'n uur minstens sy uurloon, plus 50 persent, betaal word.

(5) Ondanks die bepalings van subklousule (3) hiervan, kan 'n werknemer verplig word om gedurende sy vryaf tyd te werk, en in so 'n geval moet hy ten opsigte van elke uur of gedeelte van 'n uur waarmee sodanige tydperk korter as daardie voorgeskrewe tydperke is, minstens sy uurloon plus 50 persent betaal word.

(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) and for each two assistant waiters (grade I) not more than three assistant waiters (grade II) may be employed.

(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, there shall be employed not more than three assistant waiters (grade II) notwithstanding that a waiter or an assistant waiter (grade I) is not employed. Where more than three employees of this class are employed then one shall be an assistant waiter (grade I). Where more than four employees of this class are employed then one shall be a waiter.

(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) and 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) may be employed.

(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. Where however, more than one employee of this class is employed then one shall be an assistant cook (grade I) and where more than two are employed, then one shall be a cook.

(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 one assistant steward (grade II) may be employed notwithstanding that a steward or an assistant steward (grade I) is not employed. Where, however, more than one employee of this class is employed, then one shall be an assistant steward (grade I) and where more than two are employed then one shall be a steward.

(5) Wherever reference is made in this clause to employees of a particular grade nothing in this clause 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 clause.

9. EMPLOYMENT OF UNQUALIFIED EMPLOYEES.

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

10. HOURS OF WORK.

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

(ii) The ordinary working hours of a casual employee shall not exceed nine hours in any one day.

(iii) The ordinary working hours of a clerical employee shall not exceed one hundred and twelve (112) hours per fortnight.

(iv) The ordinary working hours of a barman shall not exceed one hundred and ten hours (110) per fortnight and that of an unskilled employee shall not exceed one hundred and twenty (120) hours per fortnight.

(2) The working time of any employee shall on any one day be completed within a spread-over of fifteen hours.

(3) Subject to the provisions of sub-clause (5) an employer shall allow each of his employees including unskilled employees, to be off duty for one-half day each week. For the purposes of this clause the period of off-duty shall be the period between noon and midnight or between midnight and noon. On the day when such off-duty is granted an employee shall be required to work for not more than the hours specified hereunder:—

- In the case of a barman, three and a half hours;
- in the case of a clerical employee, four hours;
- in the case of an unskilled employee, four hours fifteen minutes;

in the case of other employees, four hours.

Barman shall, in addition, be allowed off duty one night in the week from 7.30 p.m.

(4) An employee who is required or allowed to work in excess of the hours prescribed in sub-clause (1) of this clause 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) Notwithstanding the provisions of sub-clause (3) hereof, an employee may be required to work during his off-duty period in which event he 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. PRESENSIEREGISTERS EN TYD- EN LOONREGISTERS.

Elke werkgever is daarvoor verantwoordelik dat al sy werknemers, uitgesonderd ongeskoolde werknemers, 'n daaglikse presensieregister, soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, invul.

Alle werknemers wat hierbo genoem word, is verplig om die presensieregisters elke dag in te vul.

Die ure wat ongeskoolde werknemers werk, moet deur die werkgever in die loonregister aangeteken word.

Die invoer en byhou van presensieregisters stel werkgevers nie vry van die vereiste om tyd- en loonregisters soos voorheen by te hou nie.

12. JAARLIKSE VERLOF.

(1) (a) Elke werknemer, uitgesonderd 'n los-, 'n deeltydse of 'n ongeskoolde werknemer, moet ten opsigte van die eerste 50 weke diens by dieselfde werkgever twee weke verlof met volle besoldiging toegestaan word, en ten opsigte van elke daaropvolgende tydperk van 49 weke by dieselfde werkgever drie weke vakansieverlof met volle besoldiging.

Elke werknemer, uitgesonderd 'n los-, 'n deeltydse of 'n ongeskoolde werknemer moet na vyf jaar diens by dieselfde werkgever en vir elke jaar daarna, vier weke verlof met volle besoldiging toegestaan word.

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

(b) Indien 'n werknemer se diens gedurende die eerste 50 weke eindig voordat sodanige diens voltooi is, maar na beëindiging van vier maande diens, moet die werkgever hom vir elke volle week diens in die onvoltooide diensjaar $\frac{2}{10}$ stes van die weekloon betaal wat hy by diensbeëindiging ontvang.

(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 betaal word wat hy by diensbeëindiging ontvang, bereken van die dag af waarop hy op verlof geregtig geword het.

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

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

(g) 'n Werknemer wat ingevolge subklousule (1) (a) op vier weke verlof geregtig is en wie se diens eindig voordat dit toegestaan word, moet by diensbeëindiging sy volle loon ten opsigte van die verlof betaal word, en daarbenewens $\frac{1}{10}$ de van sy weekloon vir elke volle week diens, bereken van die datum af waarop hy laas op 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 op verlof geregtig word, moet by diensbeëindiging $\frac{1}{10}$ de van die weekloon wat hy gedurende die week onmiddellik voor diensbeëindiging ontvang het, betaal word vir elke volle week diens, bereken van die datum af waarop hy laas op verlof geregtig geword het.

(2) Elke ongeskoolde werknemer moet ten opsigte van elke 50 weke diens by dieselfde werkgever twee weke vakansieverlof met volle besoldiging toegestaan word. Die werkgever kan die tyd vasstel wanneer verlof geneem word, maar as hy nie vroeër sy werknemer sy verlof toegestaan het nie, moet dit toegestaan en geneem word om te begin binne drie maande na beëindiging van 50 weke diens. As 'n werknemer se diens eindig voor die einde van die diensjaar, maar na voltooiing van vier maande diens, moet die werkgever hom vir elke volle week diens in die onvoltooide jaar $\frac{2}{10}$ stes betaal van die weekloon wat hy by diensbeëindiging ontvang het.

(3) Vir die toepassing van hierdie klousule moet dit 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 Goewermenskennisgewing No. 857 van 24 April 1953 bekendgemaak is, van die datum af waarop dié werknemer laas op verlof geregtig geword het;

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 A to 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 registers as heretofore.

12. ANNUAL LEAVE.

(1) (a) Each employee, other than a casual, part-time or 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 a casual, part-time or 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 two-fiftieths 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-clause (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 three forty-ninths 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 weeks' leave in terms of sub-clause (1) (a) and whose service terminates before the next period of leave falls due, shall upon termination of service be paid three forty-ninths 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-clause (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 three forty-ninths 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-clause (1) (a) and whose employment terminates before the next period of leave falls due, shall, upon termination of service be paid three forty-ninths 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-clause (1) (a) and whose employment 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 one-twelfth 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-clause (1) (a) and whose employment terminates before the next period of leave falls due, shall upon termination of service be paid one-twelfth 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 two-fiftieths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(3) For the purposes of this clause 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. 857 of the 24th April, 1953, from the date upon which such employee last became entitled to leave;

- (ii) in die geval van werknemers op wie die ooreenkoms genoem in paragraaf (i) van toepassing is en wat in diens was voordat hierdie Ooreenkoms van krag geword het, maar wat nie ingevolge daardie ooreenkoms op verlot geregtig geword het nie, van die datum af waarop sodanige diens begin het;
- (iii) in die geval van ander werknemers, van die datum af waarop die werknemers by sy werkgever in diens getree het of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking tree.

(4) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke omvat waarin 'n werknemer—

- (i) kragtens subklousule (1) (a) met verlof afwesig is;
- (ii) verplig word om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is;
- (iv) kragtens klousule 13 met siekteverlof afwesig is;

wat altesame hoogstens tien weke in enige jaar bedra; met dien verstande dat as die tydperk van 'n werknemer se opleiding in enige jaar ingevolge die Zuid Afrika Verdedigings Wet, 1912, minder as 30 dae is, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan die tydperk wat die opleiding minder as 30 dae is.

13. SIEKTEVERLOF.

'n Werknemer, uitgesonderd 'n los of deeltydse werknemer, wat na minstens twee maande diens by dieselfde werkgever as gevolg van siekte of ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadevergoeding 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 siekteverlof toegestaan word, en moet ten opsigte van elke dag een-sewende van die wekkloof betaal word wat hy onmiddellik voor die aanvang van dié siekteverlof 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 praktisynt geteken, voor te lê, en dié sertifikaat moet ingevul word op 'n vorm verskaf deur die Hotel Association of Pretoria, en moet die aard en duur van dié siekte aantoon ten opsigte van elke afwesigheid waarvoor besoldiging 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 gee, met ingang van die tyd waarop dit gegee word, van sy voorneme om die dienskontrak te beëindig:—

- (i) 24 uur gedurende die eerste 13 weke diens;
- (ii) daarna een week.

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

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die werkgever geregtig, 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, 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 besoldiging wat 'n werknemer ingevolge klousule 12 (Jaarlikse verlof) van hierdie Ooreenkoms toekom, buiten betaling ten opsigte van verlof wat reeds kragtens klousule 12 (1) (a) 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 waarvoor ooreengekom is.

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

(6) 'n Ongeskoolde werknemer of sy werkgever kan die dienskontrak met 24 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 dit geldig is; met dien verstande dat die Raad, as hy dit goedgevind, 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.

(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.

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

- (i) absent on leave in terms of sub-clause (1) (a);
- (ii) required to undergo training under the South Africa Defence Act, 1912;
- (iii) absent from work on the instructions or at the request of his employer;
- (iv) absent on sick leave in terms of clause 13;

amounting in the aggregate to not more than ten weeks in any year; 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 shall be reduced in proportion to the shorter period of training.

13. SICK LEAVE.

An employee, other than a casual or a part-time 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' sick leave in the aggregate during the first six months of any one year of employment with the same employer and a further seven days' sick leave in the aggregate 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 sick 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-clause (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of an employee such as referred to in sub-clause (1) (i) of this clause an amount equal to one day's remuneration;
- (b) in the case of an employee such as referred to in sub-clause (1) (ii) of this clause, 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-clause (2) of this clause 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-clause any payment which may be due to an employee in terms of clause 12 (annual leave) of this agreement, except payment in respect of annual leave already accrued but not yet granted, in terms of clause 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-clause (1) (b) of this clause, 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-clause (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.

(6) An unskilled employee or his employer may terminate the

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-clause (1) of this clause 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) 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 vasgestel ingevolge 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 werkgewer stuur;
 - (d) 'n kopie van elke vrystellingslisensie aan die Afdelings-inspekteur van Arbeid, Posbus 393, Pretoria, stuur.

16. UITGAWES VAN DIE RAAD.

Ten eindé die uitgawes van die Raad te bestry, moet elke werkgewer twee sjielings (2s.) per maand aftrek van elkeen van sy kantienmanne, kokke, assistent-kokke, klerklike werknemers (manlik), assistent-kokke (graad I en II), ongekwalifiseerde kokke, hofmeesters, assistent-hofmeesters (graad I), kelners, assistent-kelners (graad I en II), ongekwalifiseerde kelners en deeltydse werknemers; met d'n verstande dat indien deeltydse werknemers gedurende enige maand in meer as en inrigting in diens is, die aftrekking deur slegs een werkgewer gedoen moet word.

Van elkeen van sy assistent-hofmeesters, graad II, huishoudsters, klerklike werknemers (vroulik) en vroulike werknemers, wat andersins nie genoem word nie, moet hy 6d. (ses pennies) per maand aftrek.

By die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1256, Pretoria, stuur.

17. TOEPASSING VAN OOREENKOMS.

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms 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 werkgewer moet aan elkeen van sy werknemers wat 'n verteenwoordiger op die Raad is, alle moontlik 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 indiensneming deur 'n persoon wie se indiensneming kragtens 'n wet verbode is, of indiensneming op enige tyd of tye wat by wet verbode is nie.

20. VAKVERENIGINGARBEID.

Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie tensy sodanige werknemer lid is van die vakvereniging of in besit is van 'n voorlopige lidmaatskapkaart, en geen lid van die vakvereniging mag by 'n werkgewer 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. VERBOD OP INDIENSNEEMING VAN ENIGE PERSOON ONDER DIE OUDERDOM VAN SESTIEN JAAR.

Geen persoon onder sestien jaar mag deur 'n werkgewer in diens geneem word nie.

22. LEDEGELD AAN VAKVERENIGING.

Elke werkgewer moet van elke lid van die vakvereniging in sy diens die ledegeld aftrek wat deur elke werknemer aan die vakvereniging betaalbaar is, en die totale bedrag, tesame met 'n lys van die werknemers en die bedrae wat afgetrek is, voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1256, stuur.

23. AGENTE.

Die Raad moet een of meer aangewese persone aanstel om behulpsaam te wees by die toepassing van hierdie Ooreenkoms. 'n Agent kan enige inrigting binnegaan en kan enige werkgewer of werknemer ondervra en die aantekeninge van lous wat betaal tyd wat gewerk en besoldiging wat vir oortyd betaal is, nagaan ten einde vas te stel of hierdie Ooreenkoms nagekom word.

Namens die partye op hede die 25ste dag van Maart 1955 in Pretoria onderteken.

N. V. ROBERTS,
Vorsitter van die Raad.

J. A. VAN DER MERWE,
Ondervoorsitter van die Raad.

M. M. MCGILLIVRAY,
Sekretaris van die Raad.

As getuies:

LOUIS GOLDMAN,
N. W. GELDENHUIS,
J. J. FERREIRA.

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

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption was granted;
 - (c) the conditions fixed in accordance with provisions of sub-clause (2) of this clause 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 of Labour, P.O. Box 393, Pretoria.

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, electrical employees (male), assistant cooks, grades I and II, unqualified cooks, stewards, assistant stewards (grade I), waiters, assistant waiters (grades I and II), unqualified waiters and part-time employees; provided that where part-time employees are employed in more than one establishment during any one month the deduction shall be made by only one employer.

From each of his assistant stewards, grade II, housekeepers, clerical employees (female) and female employees not otherwise specified, he shall deduct 6d. (sixpence) 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' organisation 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' organisation.

The provisions of this clause 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 clause shall immediately come into operation.

21. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF SIXTEEN YEARS.

An employer shall not employ any person under the age of sixteen years.

22. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from each member of the trade union in his employ, the membership subscriptions payable by each employee to the trade union, and shall forward the total amount together with a list of employees and the amounts deducted to the Secretary of the Council, P.O. Box 1256, Pretoria, not later than the fifteenth day of each month.

23. 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 25th day of March, 1955.

N. V. ROBERTS,
Chairman of the Council.

J. A. VAN DER MERWE,
Vice-Chairman of the Council.

M. M. MCGILLIVRAY,
Secretary of the Council.

As witnesses:

LOUIS GOLDMAN,
N. W. GELDENHUIS,
J. J. FERREIRA.

AANHANGSEL A (sien klousule 11—Presensieregisters en tyd- en loonregisters.)
ANNEXURE A (vide section 11—Attendance Registers and Time and Wage Registers.)

AANHANGSEL S. 5.

ANNEXURE S. 5.

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

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

PRESENSIEREGISTER.

ATTENDANCE REGISTER.

WET OP WINKELS EN KANTORE, 1939.

SHOPS AND OFFICES ACT, 1939.

(Naam van werknemer/Name of Employee.)

(Beroep van werknemer/Occupation of Employee.)

DATUM EN DAG VAN DIE WEEK. DATE AND DAY OF WEEK.		INSKRYWINGS WAT WERKNEMERS MOET MAAK. ENTRIES TO BE MADE BY EMPLOYEES.										OPMERKINGS (AS DAAR IS.) REMARKS (IF ANY.)				
Jaar/Year. Maand/Month.		Handtekening. Signature.	Aanvangs-tyd van werk. Time of commencing Work.	Werkpouses. Intervals of Work.				Op-hou-tyd van werk. Time of finishing Work.	Ver-lengde ure gewerk. In-creased Hours Worked.		Totale getal ure gewerk. Total Number of Hours Worked.		Deur werknemer. By Employee.	Deur werkgever. By Employer.	Deur inspekteur. By Inspector.	
Datum. Date.	Dag van die week. Day of Week.			Af. Off.	Op. On.	Af. Off.	Op. On.		Op. On.	Af. Off.	Elke dag. Each Day.	Elke week. Each Week.				
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OPMERKING.—Onder die hoofde „Af” en „Op” in die kolom wat op „pouses” betrekking het, voeg in hoe laat pouses begin en hoe laat werk hervat word. Ingevolge artikel 4 (7) van die Wet word dit beskou dat ’n werknemer werk gedurende enige pouse in sy werk as die werknemer nie vry is om die winkel of kantoor vir die hele pouse te verlaat nie.

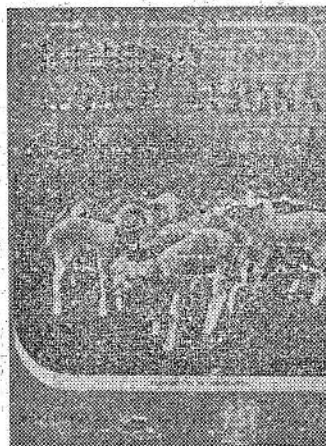
NOTE.—Under headings “Off” and “On” in columns referring to “Intervals” insert time interval commences and time work resumed. In terms of section 4 (7) of the Act an employee is deemed to be at work for any interval in his work if the employee is not free to leave the shop or office for the whole of the interval.

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•
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