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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. 942.]

[25 May 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

TEAROOM, RESTAURANT AND CATERING TRADE, WITWATERSRAND.

I, JOHANNES DE KLERK, Minister of Labour, hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tearoom, Restaurant and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 17 (inclusive), 20 and 22 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending four years from the said second Monday, upon the other employers and employees engaged or employed in the said trade in the Magisterial Districts of Krugersdorp (including that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Kempton Park (excluding that portion which prior to the publication of Government Notice No. 551, dated 29th March, 1956, fell within 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 Districts of Krugersdorp (including that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Kempton Park (excluding that portion

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. 942.]

[25 Mei 1956.

NYWERHEID-VERSOENINGSWET, 1937.

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

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 hiertoe verskyn en op die Teekamer-, Restaurant- en Verversingsbedryf betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat vier jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 20 en 22 van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat vier jaar van die genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte Krugersdorp (met inbegrip van daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Kemptonpark (met uitsondering van daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die magistraatsdistrik Pretoria geval het); en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 17, 20 en 22 van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar van genoemde tweede Maandag af eindig in die magistraatsdistrikte Krugersdorp (met inbegrip van daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het), Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en

which prior to the publication of Government Notice No. 551, dated 29th March, 1956, fell within the Magisterial District of Pretoria), and from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday, the provisions contained in Clauses 3 to 17 (inclusive), 20 and 22 of the said Agreement shall *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.

THE INDUSTRIAL COUNCIL OF THE TEAROOM, RESTAURANT AND CATERING TRADES, WITWATERSRAND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, made and entered into by and between the Tearoom, Restaurant Proprietors' and Caterers' Association (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and

The Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union

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

being parties to the Industrial Council of the Tearoom, Restaurant and Catering Trade.

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such day as may be specified by the Minister in terms of section forty-eight of the Act, and shall remain in force for four years or for such period as may be determined by him.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Kempton Park, excluding that portion which prior to the publication of Government Notice No. 551, dated 29th March, 1956, fell within the Magisterial District of Pretoria, by all employers and employees in the Tearoom, Restaurant and Catering Trade, who are members of the employers' organisation and the trade union.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, No. 36 of 1937; "barman" means an employee, other than a waiter or wine steward, who is wholly or mainly engaged in the supply of liquor from a bar or counter;

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

"clerical employee" means an employee wholly or mainly engaged in writing, typing or any other form of clerical work and includes a telephone operator;

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

"cook or chef, first grade," means a cook or chef who has had not less than three years' experience;

"cook or chef, second grade," means a learner cook or chef who has had not less than 18 months' experience, but not more than three years' experience;

"cook or chef, third grade," means a learner cook or chef who has had less than 18 months' experience;

"Council" means the Industrial Council of the Tearoom, Restaurant and Catering Trade, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Act;

"cashier" means an employee engaged solely in the taking of cash in an establishment;

"counterhand" means an employee, other than a barman or a cashier, engaged on or in charge of a counter in an establishment, who takes cash and sells goods and/or serves liquid refreshments;

Kemptonpark (met uitsondering van daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die magistraatsdistrik Pretoria geval het), *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.

J. DE KLERK,

Minister van Arbeid.

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

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, gesluit en aangegaan deur en tussen die

Tearoom, Restaurant Proprietors' and Caterers' Association

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

Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union

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

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

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige dag as wat die Minister ingevoelge artikel agt-en-veertig van die Wet vasstel en bly vier jaar lank van krag of vir sodanige tydperk as wat deur hom bepaal kan word.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die magistraatsdistrik Krugersdorp en daardie gedeelte van die magistraatsdistrik Randfontein wat vóór die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 gersorteer het onder die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Kemptonpark, met uitsondering van daardie gedeelte wat vóór die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 onder die magistraatsdistrik Pretoria gersorteer het, deur alle werkgewers en werknemers in die Teekamer-, Restaurant- en Verversingsbedryf, wat lede van die werkgewersorganisasie en die vakvereniging is.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in daardie Wet; enige verwysings na 'n wet omvat enige wysiging van sodanige wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy dit strydig met die samehang is, beteken—

„Wet”, die Nywerheid-versoeningswet, No. 36 van 1937; „kantienman”, 'n werknemer, uitgesonderd 'n kelner of wynkelner, wat uitsluitlik of hoofsaaklik in diens is vir die verskaffing van drank uit 'n kantien of oor 'n toonbank;

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

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

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

„kok of sjef, graad 1,” 'n kok of sjef met minstens drie jaar ondervinding;

„kok of sjef, graad 2,” 'n leerling-kok of -sjef met minstens 18 maande ondervinding, maar hoogstens drie jaar ondervinding;

„kok of sjef, graad 3,” 'n leerling-kok of -sjef met minder as 18 maande ondervinding;

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

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

„toonbankbediende”, 'n werknemer uitgesonderd 'n kantienman of 'n kassier, wat werk agter, of beheer het oor, 'n toonbank in 'n inrigting, kontant ontvang en goedere verkoop en/of vloeiare verversings bedien;

"counterhand, qualified," means a counterhand who has had not less than 12 months' experience;
 "counterhand, learner," means a counterhand who has had less than 12 months' experience;
 "delivery employee" means an employee engaged in the delivery of trays of meals, tea, sandwiches or hampers from the employer's establishment by means other than an animal-drawn or mechanically-propelled vehicle, but does not include the serving of customers in an establishment;
 "establishment" means any place in or in connection with which one or more persons are employed in the Tearoom, Restaurant and Catering Trade;
 "experience" means the period or periods of employment in any particular class of work in the Tearoom, Restaurant and Catering Trade;
 "floorwalker" means an employee engaged in the showing of customers to seats and generally supervising the service to customers in an establishment;
 "griller or grillhand" means an employee engaged in the making of grills, frying fish and chips, and who may in addition cook or fry eggs, make toast, prepare tea, coffee or similar beverages;
 "labourer" means an employee engaged in one or more of the following occupations in an establishment:—

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

"manager" means an employee engaged in the general supervision of the operations of an establishment, where three or more persons are employed, and who is in charge of employees and/or present during a substantial portion of the usual hours of business of the establishment;
 "assistant manager" means an employee who assists a manager in his duties and acts for him during his absence;
 "motor vehicle driver" means an employee, wholly or mainly engaged in driving a motor vehicle;
 "order clerk or despatch clerk" means an employee engaged in an establishment for the purpose of receiving orders and/or supervising the despatching of sandwiches and/or hampers;
 "order clerk or despatch clerk, qualified," means an order clerk or despatch clerk who has had not less than 12 months' experience;
 "order clerk or despatch clerk, unqualified," means a learner order clerk or despatch clerk who has had less than 12 months' experience;
 "pantryhand" means an employee, other than a cook or grill hand, engaged in the kitchen or pantry, but who may cook vegetables, ham, bacon, toast and/or eggs and is in charge of and responsible for all soiled or unsoiled linen, towels, d'oylies and articles of a like nature ordinarily used and the checking and/or the repairing and/or the darning and/or the sewing of such articles in an establishment;
 "part-time waiter" means an employee who is employed by the month in the occupation of a waiter, but who is not required to work for more than four hours in a spreadover of eight hours per day;
 "part-time barman" means an employee who is employed by the month in the occupation of a barman but who is not required to work for more than four hours per day in a spreadover of eight hours;
 "part-time counterhand" means an employee who is employed by the month in the occupation of a counterhand, but who is not required to work for more than four continuous hours per day, except on Saturdays and public holidays when not more than four hours per day shall be worked in a spreadover of eight hours;
 "part-time wine steward" means an employee who is employed by the month in the occupation of a wine steward, but who is not required to work for more than four hours per day in a spreadover of eight hours;
 "packer or wrapper" means a person employed in an establishment for the purpose of packing or wrapping edibles for sale, delivery or despatch;
 "special function" means an entertainment such as a dinner, dance, sporting event or reception for the purpose of marking a social or sporting event or celebrating an occasion;
 "special function employee" means an employee engaged by the hour to work at special functions;
 "spreadover" means the period in any one day from the time when an employee begins work to the time of finishing work on the same day;
 "sandwich maker" means an employee engaged in making up of sandwiches;
 "storeman" means an employee who has control of and is responsible for the issuing of stores, including grocery, confectionery, cutlery, crockery and linen ordinarily required in the conduct of an establishment;
 "supervisor" means an employee who supervises the work of all employees engaged in the establishment;
 "theatre part-time counterhand" means an employee employed by the month, during the periods of a performance in a theatre or bioscope on duties similar to those of a counterhand for not more than five hours per day on five days and six hours on one day of each week;

"toonbankbediende, gekwalifiseer," 'n toonbankbediende met minstens 12 maande ondervinding;
 "leerling-toonbankbediende," 'n toonbankbediende met minder as 12 maande ondervinding;
 "afleringswerknemer," 'n werknemer wat skinkborde met kos, tee, toebroodjies of kosmandjies vanuit die werkgegewe se inrigting afler, uitgesonderd met 'n voertuig wat deur diere getrek of meganies voortbeweeg word, maar met uitsluiting van die bediening van klante in 'n inrigting;
 "inrigting," enige plek waarin of in verband waarmee een of meer persone in die Teekamer-, Restaurant- en Verversingsbedryf in diens is;
 "ondervinding," die dienstydpark of dienstydpark in verband met enige bepaalde soort werk in die Teekamer-, Restaurant- en Verversingsbedryf;
 "vloeropsigter," 'n werknemer wat sitplekke vir klante aanwys en oor die algemeen toesig hou oor die bediening van klante in 'n inrigting;
 "roosterkok of roosterbediende," 'n werknemer wat geroosterde vleisetses berei, vis en ertappelskyfies bak en wat daarbenewens eiers kan kook of bak, roosterbrood en tee, koffie en dergelyke drankte kan maak;
 "arbeider," 'n werknemer wat uitsluitlik een of meer van onderstaande werksaamhede in 'n inrigting verrig:—

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

"bestuurder," 'n werknemer belas met die algemene toesig oor die werksaamhede in 'n inrigting waar drie of meer persone werksaam is en wat oor werknemers toesig hou en/of gedurende 'n aansienlike gedeelte van die gewone besigheidsure van die inrigting aanwesig is;
 "assistent-bestuurder," 'n werknemer wat 'n bestuurder met sy werk help en wat vir hom gedurende sy afwesigheid optree;
 "motorvoertuigbestuurder," 'n werknemer uitsluitlik of hoofsaaklik in diens om 'n motorvoertuig te bestuur;
 "bestellings- of versendingsklerk," 'n werknemer wat bestellings in 'n inrigting ontvang en/of toesig hou oor die versending van toebröodjies en/of kosmandjies;
 "bestellings- of versendingsklerk, gekwalifiseer," 'n bestellings- of versendingsklerk met minstens 12 maande ondervinding;
 "betellings- of versendingsklerk, ongekwalifiseer," 'n bestellings- of versendingsklerk met minder as 12 maande ondervinding;
 "spenshulp," 'n werknemer, uitgesonderd 'n kok, roosterbediende of roosterbediende wat in 'n kombuis of spens werk, maar wat groente, ham, spekvleis, roosterbrood en/of eiers kan kook en in beheer is van en verantwoordelik vir alle skoon en vuil linne, handdoeke, doilies en artikels van dergelyke aard wat gewoonlik gebruik word en die nasien en/of die herstel en/of die stop en/of die naaldwerk in verband met sulke artikels in 'n inrigting;
 "deeltydse kelner," 'n werknemer wat by die maand vir die werk van 'n kelner in diens is, maar van wie dit nie vereis word om vir meer as vier uur op 'n werkdag van agt uur te werk nie;
 "deeltydse kantienman," 'n werknemer wat by die maand vir die werk van 'n kantienman in diens is, maar van wie dit nie vereis word om meer as vier uur op 'n werkdag van agt uur te werk nie;
 "deeltydse toonbankbediende," 'n werknemer wat by die maand in diens is in die beroep van 'n toonbankbediende, maar van wie dit nie vereis word om langer as vier agtereenvolgende ure per dag te werk nie, uitgesonderd op Saterdag en openbare vakansiedae, wanneer daar hoogstens vier uur in 'n werkdag van agt uur gewerk mag word;
 "deeltydse wynkelner," 'n werknemer wat by die maand vir die werk van 'n wynkelner in diens is, maar van wie dit nie vereis word om op 'n werkdag van agt uur vir meer as vier uur te werk nie;
 "verpakker of toedraaier," 'n persoon wat in 'n inrigting eetware vir verkoop, aflerwing of versending, verpak of toedraai;
 "spesiale funksie," 'n onthaal, soos 'n dinee, dans, sportgeleentheid of ontvangs vir die viering van 'n sosiale of sport- of ander geleentheid;
 "werknemer vir spesiale funksies," 'n werknemer wat by die uur vir spesiale funksies in diens geneem word;
 "werkdag," die tydperk op enige afsonderlike dag vandat 'n werknemer met die werk begin totdat hy vir daardie dag ophou met werk;
 "toebroodjiemaker," 'n werknemer wat toebröodjies maak;
 "stoorman," 'n werknemer in beheer oor en verantwoordelik vir die uitreiking van voorrade, met inbegrip van kruide-niersware, banket, messe, breekgoed en linnegoed wat gewoonlik in die bedryf van 'n inrigting gebruik word;
 "opsigter," 'n werknemer wat toesig hou oor die werk van van alle werknemers in die inrigting;
 "deeltydse skouburgtoonbankbediende," 'n werknemer by die maand in diens, wat hoogstens vyf uur per dag op vyf dae en ses uur op een dag van elke week dieselfde soort werk as 'n toonbankbediende gedurende 'n voorstelling in 'n skouburg of bioskoop;

(4) Should an employee be guilty of—

- (a) causing malicious damage;
- (b) causing malicious breakage;
- (c) failing to return any uniform supplied in terms of clause 12 hereof on termination of employment;

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

(5) When an employee is absent from work without the permission of the employer a *pro rata* amount may be deducted from the employee's wages for the period of such absence.

(6) With the written consent of the employee, deductions may be made by an employer from his wages for sick, insurance, provident or pension funds.

(7) Where an employer is compelled by Law or Ordinances or legal processes to make payment for or on behalf of an employee, any amount so paid may be deducted from such employee's wages.

(8) *Commission*.—No employee shall be permitted to work on a commission basis only; provided that an employer may pay commission over and above the minimum scale of wages laid down.

(9) *Calculating Rates of Pay*.—For the purpose of calculating the daily rates of wages for actual days worked in any one month, the monthly wages prescribed shall be divided by 25 and the hourly rate of pay shall be arrived at by dividing the said daily rates of pay by 9 in the case of labourers, delivery employees and grillers and 8 in the case of all other employees.

(a) *Special Functions*.—For the purpose of determining the actual number of hours to be paid, work shall be deemed to commence from the time the employee is requested to present himself for work until he shall have left the place of function and any time lost (other than in travelling) in excess of half an hour, after the termination of a function shall be deemed to be time worked; provided however, that all times spent in travelling in excess of 2 hours shall be paid for at normal hourly rates.

(10) *Overtime*.—No employee shall be required or permitted to work more than 6 (six) hours overtime in any one week without the written consent of the Council. Overtime shall be paid for at double hourly rates.

6. GENERAL.

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

(2) *Time Allowed for Meals*.—In no case shall an employee be allowed less than half an hour for each meal, taken whilst on duty; provided however, that any period of work interrupted by an interval of less than one hour shall be deemed to be continuous.

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

(4) Not more than one manager and an assistant manager may be employed in any one establishment.

7. DIFFERENTIAL RATES.

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

8. HOURS OF WORK.

(1) The hours of labour shall not exceed—

- (a) in the case of a griller, a delivery employee, or a labourer, 9 hours per day to be completed within 14 hours from time of commencing work in six days of the week;
- (b) in the case of a motor vehicle driver, 50 hours per week which shall include all periods of driving, any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is required to remain at his post in readiness to work, when required;
- (c) in the case of all other employees (other than part-time employees)—
 - (i) eight hours per day to be completed within eleven hours from the time of commencing work on four days of the week;
 - (ii) five hours on one day of each week, to be completed within six hours from time of commencing work;
 - (iii) nine hours on one day of each week to be completed within twelve hours of the time of commencing work.

(4) Ingeval 'n werknemer skuldig is aan—

- (a) kwaadwillige berokkening van skade;
- (b) kwaadwillige breek van goedere;
- (c) versuim om enige uniform by diensbeëindiging terug te besorg wat ingevolge artikel 12 hiervan uitgereik is;

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

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

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

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

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

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

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

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

6. ALGEMEEN.

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

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

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

(4) Hoogstens een bestuurder en 'n assistente-bestuurder mag in enige afsonderlike inrigting werksaam wees.

7. DIFFERENSIËLE LOONSKALE.

'n Werknemer wat meer as een bedryf op enige dag uitoefen, moet teen die loonskaal besoldig word wat bepaal is vir die hoogs besoldigde bedryf wat hy op sodanige dag uitgeoefen het.

8. WERKURE.

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

- (a) in die geval van 'n roosterkok, afleweringswerknemer of 'n arbeider: nege uur per dag wat voltooi moet word binne 14 uur van die begintyd af van werk op ses dae van die week;
- (b) in die geval van 'n motoryoertuigbestuurder: 50 uur per week, wat alle bestuurtye insluit, alle tyd wat die drywer bestee aan werk in verband met die voertuig, of die vrag en alle tye wat hy verplig is om op sy pos te bly in gereedheid om te bestuur wanneer nodig;
- (c) in die geval van alle ander werknemers (uitgesonderd deeltydse werknemers)—
 - (i) agt uur per dag wat voltooi moet word binne 11 uur van die begintyd van werk af op vier dae van die week;
 - (ii) vyf uur op een dag van elke week, wat voltooi moet word binne ses uur nadat 'n aanvang met die werk gemaak is;
 - (iii) nege uur op een dag van elke week, wat voltooi moet word binne 12 uur nadat 'n aanvang met die werk gemaak is.

(2) (i) Every employee, other than a part-time waiter, barman, or wine steward, theatre part-time counterhand, a theatre part-time vendor, a motor vehicle driver, a griller, a delivery employee and a labourer, shall be granted one day off per week, and in addition one weekly half-day holiday.

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

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

(3) No employee under the age of 18 years, other than a labourer, shall be required to work later than 8 p.m. on any day.

9. TIME SHEET.

(1) Every employer shall keep exhibited in a conspicuous part of his premises a "time-table" showing the shifts to be worked daily by every employee for the ensuing week, and shall also provide and cause to be kept an attendance register showing the actual time worked on each day of the week, which shall be signed by the employee at the time of commencing and finishing work during the spreadover of hours daily. The provisions of this clause shall not apply to any person employed as a labourer.

(2) *Special Function Employee.*—Every employer shall provide and cause to be kept a register, which shall be signed by every special duty employee, at the time of commencing and finishing work at each function on which they are employed.

10. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 2d. (two pennies) from the daily earnings of each person employed as a special function employee or casual hand and 6d. (sixpence) monthly from the earnings of each of his other employees for whom minimum wages are prescribed in this Agreement. To the amount so deducted the employer shall add a like amount, and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 6649, Johannesburg, or to the offices of the Council, 501/3 His Majesty's Buildings West, Joubert Street, Johannesburg.

11. RECORDS OF PERSONS EMPLOYED.

Every employer shall, not later than the 15th day of each month, forward to the Secretary of the Industrial Council, P.O. Box 6649, Johannesburg, a list of the persons he employed during the preceding month, and the rate of wages, cost of living allowance, and occupation of each such employee.

12. UNIFORMS.

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

13. TERMINATION OF SERVICE.

Not less than 24 hours' notice shall be given by an employer or employee to terminate a contract of service, provided that this shall not affect—

- (i) the right of an employer or an employee to terminate a contract of service without notice for any good cause recognised by law as sufficient;
- (ii) any written agreement between the employer and employee providing for a longer period of notice than 24 hours; and provided further, that an employer may pay to an employee wages at the rate prescribed for his class in lieu of the prescribed or agreed period of notice.

14. HOLIDAYS.

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

- (a) a griller, a delivery employee, and a labourer shall receive 18 consecutive days' holiday leave on full pay; provided that where an employee was supplied with food, such employee shall in addition to such pay receive the sum of £1 as a food allowance;
- (b) an employee, other than a griller, delivery employee or labourer, who is granted all public holidays on full pay shall receive leave of absence on full pay for a consecutive period of 14 days, and shall in addition be paid an amount of £1. 10s. as a food allowance. Whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period of leave of absence on full pay;
- (c) all other employees shall receive leave of absence on full pay for a consecutive period of 21 days, and shall in addition be paid an amount of £2. 5s. as a food allowance;

(2) (i) Elke werknemer, uitgesonderd 'n deeltydse kelner, kantienman of wynkelner, deeltydse skouburgtoonbankbediende, 'n deeltydse skouburgverkooper, 'n motorvoertuigbestuurder, 'n roosterkok, afleweringswerknemer en 'n arbeider, moet een dag per week vryaf, asook weekliks 'n halfdag toegestaan word.

(ii) Deeltydse kelniers, kantienmante, wynkelners, deeltydse skouburgtoonbankbediende, deeltydse skouburgverkooper, motorvoertuigbestuurders, roosterkoks, afleweringswerknemers of arbeiders moet, ondanks enige bepalinge hierin vervat, een volle dag vryaf per week toegestaan word.

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

(3) Van geen werknemer onder die ouderdom van 18 jaar kan vereis word om op enige dag later as 8 nm. te werk nie.

9. TYDSTAAT.

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

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

10. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te dek, moet elke werkgever 2d. (twee pennies) van die daelikse verdienste van elke persoon aftrek wat as 'n werknemer vir spesiale funksies of as 'n los werker in diens is, en 6d. (ses pennies) maandeliks van die verdienste van elkeen van sy ander werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word. Die werkgever moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg, en maandeliks, op of voor die 15de dag van elke maande die totale bedrag aan die Sekretaris van die Raad, Posbus 6649, Johannesburg, of aan die kantoor van die Raad, His Majesty's-gebou-Wes 501-3, Joubertstraat, Johannesburg, stuur.

11. OPGAWE VAN PERSONE IN DIENS.

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

12. UNIFORMS.

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

13. DIENSBEÏNDIGING.

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

- (i) Die reg van 'n werkgever of werknemer om 'n dienskontrak sonder kennisgewing op te se om enige goeie rede wat by wet as voldoende erken word;
- (ii) enige skriftelike ooreenkomste tussen die werkgever en die werknemer wat voorsiening maak vir 'n langer diensopseggingstyd as 24 uur;

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

14. VERLOF.

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

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

(d) all employees, other than a casual or special function employee, a griller, a delivery employee and a labourer, who have been employed with the same employer for a continuous period of not less than two years, and have not been absent from work for more than three days owing to illness in any preceding year, shall be entitled and be granted an additional four days holiday leave on full pay plus four days food allowance; provided further that should such employee have, subject to the conditions aforementioned, completed three year's or more service, such employee shall be entitled and granted seven days additional leave on full pay, plus seven day's food allowance.

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

(3) When in any year of an employee's service his employment is terminated before the completion of the year, but after the completion of one month's employment, the employer shall pay to the employee for each completed month of employment in the uncompleted year—

(a) in the case of a griller, a delivery employee or a labourer, one day's pay, or where food was supplied in addition to such pay, plus a food allowance of 1s. 3d. per day;

(b) in the case of an employee referred to in sub-section (1) (b): one day's pay plus food allowance at the rate of 2s. per day;

(c) in the case of all other employees: 1½ day's pay plus food allowance at the rate of 2s. per day;

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

(4) For the purpose of this section, employment shall be deemed to commence from the date on which the employee entered the employer's service or the date on which the last holiday fell due, whichever is the later. Any period during which an employee is on leave in accordance with the provisions of sub-section (1) of this section or is undergoing training under the South Africa Defence Act, 1912, or is absent from work owing to illness shall be deemed to be employment, but any period of absence owing to illness in excess of thirty days in any twelve months or for three or more consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness from doing his work, shall not be deemed to be employment.

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

15. SICK PAY.

Each employee, other than a casual hand and a special function employee, shall upon the production of a doctor's certificate (showing the nature of the illness) be entitled to one day's sick leave on full pay for each completed month of service with the same employer in each completed year; provided that an employee who at the end of any year's employment has been absent for more than, and been paid in respect of 12 (twelve) days, shall be entitled to receive payment for such excess not exceeding 2 (two) days.

Sick leave and holiday leave shall not run concurrently.

16. LEARNER'S CERTIFICATE.

No employer shall engage any person as a learner cook, counter-hand, or order clerk, unless such person produces a certificate which shall, upon application by such person, be issued by the Secretary of the Council, indicating the length of previous experience, if any, of such person.

Any learner who is not the holder of a learner's certificate, shall be deemed to be experienced and shall be paid the wage prescribed for an experienced employee.

17. CERTIFICATE OF SERVICE.

An employer shall upon termination of employment of any of his employees, if requested so to do, furnish such employee with a certificate of service, showing the name of the employee and the employee, nature of employment and the date of commencement and termination of such services.

18. UNION AND ASSOCIATION MEMBERSHIP.

(1) No employer shall employ an employee other than a manager who is not a member of the trade union, and no member of the trade union shall take employment with any employer who is not a member of the employers' organisation.

(2) Proof of membership of the trade union shall be production of a membership card, issued by the Union, showing that the person named therein is not more than three months in arrears with his subscription.

(3) No casual employee shall be employed unless in possession of a casual contribution card issued by the Trade Union and stamped for the current month.

(4) This section shall not apply where membership of a party to this Agreement has, in the opinion of the Council, been refused without good cause and the applicant has reported such refusal to the Council within seven days thereof.

(d) is alle werknemers, uitgesonderd 'n los werknemer of 'n werknemer vir spesiale funksies, 'n roosterkok, 'n afleweringswerknemer en 'n arbeider, wat vir 'n ononderbroke tydperk van minstens 2 jaar by dieselfde werkgewer in diens was en gedurende enige voorafgaande jaar nie meer as 3 dae as gevolg van siekte afwesig van werk was nie, geregtig op 'n bykomende 4 dae verlof met volle betaling, plus 4 dae se kostoelae, en dit moet aan hulle toegestaan word; voorts met dien verstande dat as sodanige werknemer, behoudens die voornoemde voorwaardes, 3 of meer jare diens voltooi het, sodanige werknemer geregtig is op 7 dae bykomende verlof met volle betaling, en dit moet aan hom toegestaan word, plus 7 dae se kostoelae.

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

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

(a) In die geval van 'n roosterkok, 'n afleweringsbiedende, of 'n arbeider: een dag se loon, plus 'n kostoelae van 1s. 3d. per dag waar kos beneuens die betaling, verskaf is;

(b) in die geval van 'n werknemer genoem in subartikel (1) (b): een dag se loon, plus kostoelae teen die skaal van 2s. per dag;

(c) in die geval van alle ander werknemers: 1½ dag se loon, plus kostoelae teen die skaal van 2s. per dag;

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

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

(5) Geen werknemer in die Teekamer-, Restaurant- en Verseringsbedryf word toegelaat om gedurende die termyn van vakansieverlof te werk nie.

15. SIEKTEBETALING.

Elke werknemer (uitgesonderd 'n los werker en 'n werknemer vir spesiale funksies), is by voorlegging van 'n doktersertifikaat (wat die aard van die siekte aantoon) geregtig op een dag siekteverlof met volle betaling ten opsigte van elke volle maand diens by dieselfde werkgewer, met dien verstande dat 'n werknemer wat aan die end van 'n jaar diens afwesig was vir meer as, en betaal is ten opsigte van 12 (twaalf) dae, geregtig is om vir hoogstens 2 (twee) van die verdere dae betaling te ontvang.

Siekteverlof en vakansieverlof mag nie saamval nie.

16. LEERLINGSERTIFIKAAT.

Geen werkgewer mag 'n persoon as leerling-kok in diens neem nie, tensy dié persoon 'n sertifikaat toon wat op aansoek aan hom deur die Sekretaris van die Raad uitgereik moet word en waarin die duur van die vorige ondervinding (as daar is), van so 'n persoon aangegee word.

'n Leerling wat nie 'n leerlingsertifikaat besit nie, word as 'n ervare kelder gereken en moet die loon betaal word wat vir 'n ervare kelder voorgeskryf word.

17. DIENSSERTIFIKAAT.

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

18. LIDMAATSKAP VAN DIE VAKVERENIGING EN DIE WERKGEWERSORGANISASIE.

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

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

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

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

19. UNION SUBSCRIPTION.

Every employer shall deduct 2s. (two shillings) per month from the wages of each member of the trade union in his employ and shall forward the total amount, together with a list of employees, to the Secretary of the Trade Union, P.O. Box 6041, or 222 Union Centre, 31 Pritchard Street, Johannesburg, not later than the 7th day of each month.

20. EXHIBITION OF AGREEMENT.

(1) A legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act shall be exhibited in a prominent place in every establishment.

(2) Any notice of meeting or other matters which concern the membership of the trade union shall also be exhibited by the employer when copies thereof are supplied by the Union.

21. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

An agent may enter any establishment and may question an employee and inspect the record of wages paid, time worked and payments made for overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

22. EXEMPTIONS.

(1) The Council may grant exemption from any one of the provisions of this Agreement for any good and sufficient reason.

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

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by him setting out—

- (i) the full name of the person concerned;
- (ii) the provisions of the Agreement from which exemption is granted; and
- (iii) the conditions subject to which such exemption is granted; and
- (iv) the period during which exemption shall operate.

(4) The Secretary of the Council shall—

- (i) number consecutively all licences as issued;
- (ii) retain a copy of each licence issued and forward a copy to the Divisional Inspector, Department of Labour, Johannesburg;
- (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

Signed at Johannesburg on behalf of the parties hereto on this 29th day of February, 1956.

J. J. HOFFMANN,
Chairman of the Council.

R. CRUTCHFIELD,
Vice-Chairman of the Council.

J. A. PERL,
Secretary of the Council.

19. LEDEGELD VAN VAKVERENIGING.

Elke werkgever moet maandeliks 2s. (twee sjellings) aftrek van die loon van elke lid van die vakvereniging wat by hom in diens is en die totale bedrag tesame met 'n lys van werknemersname, op of voor die 7de dag van elke maand aan die Sekretaris van die Vakvereniging, Posbus 6041, of Union Centre 222, Pritchardstraat 31, Johannesburg, stuur.

20. VERTONING VAN OOREENKOMS.

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

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

21. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om by die toepassing van hierdie Ooreenkoms behulpsaam te wees.

'n Agent kan enige inrigting binnetree en kan enige werkgever of werknemer ondervra en die aantekeninge van lone wat betaal, tyd wat gewerk en bedrae wat vir oortyd betaal word, ondersoek ten einde vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

22. VRYSTELLINGS.

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

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

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

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

(4) Die Sekretaris van die Raad moet—

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

Namens die partye hierby op hede die 29ste dag van Februarie 1956 in Johannesburg onderteken.

J. J. HOFFMANN,
Voorsitter van die Raad.

R. CRUTCHFIELD,
Ondervoorsitter van die Raad.

J. A. PERL,
Sekretaris van die Raad.



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