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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1033.] [3 Julie 1959.

WET OP NYWERHEIDSVERSOENING, 1956.

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

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Teekamer-, Restaurant- en Verversingsbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19 en 21 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde bedryf in die landdrosdistrik Pretoria; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 6 (5) (f), 7 tot en met 19 en 21 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde tweede Maandag eindig, in die landdrosdistrik Pretoria *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

A—6430771

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1033.] [3 July 1959.

INDUSTRIAL CONCILIATION ACT, 1956.

TEAROOM, RESTAURANT AND CATERING
TRADE, PRETORIA.

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

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, 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 eighteen months 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 union;

(b) in terms of paragraph (b) of sub-section (1) 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 eighteen months from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said trade in the Magisterial District of Pretoria; and

(c) in terms of paragraph (a) of sub-section (3) 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 eighteen months from the said second Monday, the provisions contained in clauses 3 to 6 (5) (f) (inclusive), 7 to 19 (inclusive) and 21 of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

1—6252

BYLAE.

NYWERHEIDSRaad VIR DIE TEEKAMER-,
RESTAURANT- EN VERVERSINGSBEDRYF, PRETORIA.

OOREENKOMS

ingevoel die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan tussen die

Pretoria Caterers' Association

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

Pretoria Catering Trade's 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, Pretoria.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Pretoria nagekom word deur alle werkgewers en werknemers in die Teekamer-, Restaurant- en Verversingsbedryf wat lede van die werkgewersorganisasie en die vakvereniging is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens subartikel (1) van artikel agt-en-veertig van die Wet kan vasstel en bly van krag vir agtien maande of vir die tydperk wat hy kan bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoenig, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, enige verwysing 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 Wet op Nywerheidsversoenig, 1956;

„kroegman”, ’n werknemer, uitgesonderd ’n kelner of ’n wynkelner, wat uitsluitlik of hoofsaaklik in diens is vir die verskaffing van drank vanuit ’n kroeg of oor ’n toonbank aan ’n kelner of ’n wynkelner vir klante in ’n restaurant, verversings- of teekamer;

„kroegman, gekwalifiseer”, ’n kroegman met minstens vier jaar ondervinding;

„kroegman, ongekwalifiseer”, ’n kroegman met minder as vier jaar ondervinding;

„ketelbediener”, ’n werknemer wat uitsluitlik of hoofsaaklik ’n stoomketel stook en die waterstand en stoomdruk op peil hou;

„kassier”, ’n werknemer, uitgesonderd ’n toonbankbediende, wat uitsluitlik of hoofsaaklik kontant van klante ontvang;

„kassier, gekwalifiseer”, ’n kassier met minstens ses maande ondervinding;

„kassier, ongekwalifiseer”, ’n kassier met minder as ses maande ondervinding;

„los werknemer”, ’n werknemer vir hoogstens vyf dae in ’n week by dieselfde werkgever in diens;

„klerklike werknemer”, ’n werknemer wat uitsluitlik of hoofsaaklik skryfwerk, tikwerk of ander vorm van klerklike werk verrig en sluit ’n magasynman, versendingsklerk en telefonis in;

„klerklike werknemer, gekwalifiseer”, ’n klerklike werknemer met minstens 12 maande ondervinding;

„klerklike werknemer, ongekwalifiseer”, ’n klerklike werknemer met minder as 12 maande ondervinding;

„kok”, ’n werknemer, uitgesonderd ’n roosterbediende, sodapompbediende, spensbediende, kelner of kombuisbediende, wat kos berei en/of kook;

„kok, graad I”, ’n kok met minstens drie jaar ondervinding en wat vir die werknemers in die kombuis van ’n inrigting waar meer as een gekwalifiseerde kok werksaam is, aanwysings vir die werk gee en toesig daaroor hou;

„kok, graad II, gekwalifiseer”, ’n kok met minstens 12 maande ondervinding, maar met hoogstens 3 jaar ondervinding;

„kok, graad II, ongekwalifiseer”, ’n kok met minder as 12 maande ondervinding;

„Raad”, die Nywerheidsraad vir die Teekamer-, Restaurant- en Verversingsbedryf (Pretoria);

„toonbankbediende”, ’n werknemer wat by ’n toonbank etes en/of verversings, uitgesonderd drank, verkoop, en wat kontant kan aanneem; vir die toepassing van hierdie woordomskrywing, sluit die uitdrukking „toonbank” ’n sodapomp en selfbuffet in;

„toonbankbediende, gekwalifiseer”, ’n toonbankbediende met minstens 12 maande ondervinding;

„toonbankbediende, ongekwalifiseer”, ’n toonbankbediende met minder as 12 maande ondervinding;

„dag”, met betrekking tot ’n werknemer, ’n tydperk van 24 agtereenvolgende ure wat ôf om 12-uur middag ôf om middernag begin;

„noodwerk”, alle werk wat weens oorsake soos brand, storm, ongeval, gewelddaad of diefstal sonder versuim gedoen moet word;

„inrigting”, alle persele waarin of in verband waarmee een of meer werknemers in die Teekamer-, Restaurant- en Verversingsbedryf in diens is;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Pretoria Caterers' Association

(hereinafter referred to as the “employers” or the “employers’ organization”), of the one part, and the

Pretoria Catering Trade's Employees' Union

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

being the parties to the Industrial Council for the Tearoom, Restaurant 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 employers and employees in the Tearoom, Restaurant and Catering Trade who are members of the employers’ organisation and the trade union.

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 eighteen months or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions which are used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“barman” means an employee, other than a waiter or a wine steward, who is wholly or mainly engaged in the supply of liquor from a bar or counter to a waiter or a wine steward for customers in a restaurant, refreshment or tearoom;

“barman, qualified,” means a barman who has had not less than four years’ experience;

“barman, unqualified,” means a barman who has had less than four years’ experience;

“boiler attendant” means an employee wholly or mainly engaged in firing a boiler and maintaining the water level and steam pressure;

“cashier” means an employee other than a counterhand wholly or mainly engaged in receiving cash from customers;

“cashier, qualified,” means a cashier who has had not less than six months’ experience;

“cashier, unqualified,” means a cashier who has had less than six months’ experience;

“casual employee” means an employee employed by the same employer for not longer than five days in any week;

“clerical employee” means an employee wholly or mainly engaged in writing, typing or other form of clerical work and includes a storeman, despatch clerk and telephone operator;

“clerical employee, qualified,” means a clerical employee who has had not less than twelve months’ experience;

“clerical employee, unqualified,” means a clerical employee who has had less than twelve months’ experience;

“cook” means an employee, other than a grill-hand, soda fountain-hand, pantry-hand, waiter or kitchen-hand, engaged in the preparation and/or cooking of food;

“cook, first grade,” means a cook who has had not less than three years’ experience and who directs and supervises the work of employees in the kitchen of an establishment where more than one qualified cook is employed;

“cook, second grade, qualified,” means a cook who has had not less than twelve months’ experience; but not more than three years’ experience;

“cook, second grade, unqualified,” means a cook who has had less than twelve months’ experience;

“Council” means the Industrial Council for the Tearoom, Restaurant and Catering Trade (Pretoria);

“counterhand” means an employee who is engaged at a counter in selling meals and/or refreshment other than liquor, and who may take cash; for the purposes of this definition the expression “counter” includes a soda fountain and a milk-bar;

“counterhand, qualified,” means a counterhand who has had not less than twelve months’ experience;

“counterhand, unqualified,” means a counterhand who has had less than twelve months’ experience;

“day” means, in relation to an employee, a period of twenty-four consecutive hours commencing either from noon or midnight;

“emergency work” means any work which, owing to cause such as fire, storm, accident, act of violence or theft, must be done without delay;

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

„ondervinding” —

- (a) met betrekking tot 'n kassier, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n kassier of 'n toonbankbediende in 'n winkel of van 'n kassier, kelner of toonbankbediende in die Teekamer-, Restaurant- en Verversingsbedryf;
 - (b) met betrekking tot 'n klerklike werknemer, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n klerklike werknemer in enige bedryf of afdeling van 'n bedryf;
 - (c) met betrekking tot 'n toonbankbediende, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n toonbankbediende in 'n winkel of in die Teekamer-, Restaurant- en Verversingsbedryf;
 - (d) met betrekking tot 'n sodapompbediende, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n sodapompbediende by 'n sodapomp of melkbuffet in die Teekamer-, Restaurant- en Verversingsbedryf;
 - (e) met betrekking tot 'n kok of kelner, die totale tydperk of tydperke voltydse diens in die werksaamhede onderskeidelik van 'n kok of kelner in 'n hotel of losieshuis of in die Teekamer-, Restaurant- en Verversingsbedryf;
 - (f) met betrekking tot 'n kroegman of wynkelner, die totale tydperk of tydperke voltydse diens in die werksaamhede onderskeidelik van 'n kroegman of wynkelner in die Teekamer-, Restaurant- en Verversingsbedryf of in enige tak van die drankbedryf;
 - (g) met betrekking tot 'n roosterbediende, die totale tydperk of tydperke voltydse diens as 'n roosterbediende in die Teekamer-, Restaurant- en Verversingsbedryf;
- „roosterbediende”, 'n werknemer wat uitsluitlik of hoofsaaklik geroosterde etes berei en wat buitendien vis en aartappelskifies kan bak, eiers kook, melk kook, brood rooster, asook tee of dergelike drank maak en omvat 'n personeelkok;
- „roosterbediende, gekwalifiseer”, 'n roosterbediende met minstens ses maande ondervinding;
- „roosterbediende, ongekwalifiseer”, 'n roosterbediende met minder as ses maande ondervinding;
- „kombuisbediende”, 'n werknemer wat onder toesig van 'n kok, aandag skenk aan die kook van groente, vleis of pluimvee met vet bedruip, melk kook, brood rooster, asook tee, koffie en dergelike drank maak en buitendien urns en waterketels of 'n opwasmasjien kan versorg;
- „arbeider”, 'n werknemer wat een of meer van ondervermelde werksaamhede verrig:—

- (a) Gerei, meubels, persele, voertuie, groente, vis, pluimvee of ander artikels skoonmaak;
 - (b) goedere, eetware of ander artikels dra, verplaas of opstapel; maar nie maaltye of verversings na klante in 'n inrigting dra nie;
 - (c) briewe, boodskappe, skinkborde met maaltye, tee, toe-broodjies, kosmandjies of goedere te voet of met 'n fiets, driewieler of handvoertuig aflewer;
 - (d) pluimvee pluk; groente of vrugte afskil of opsnij; water kook;
 - (e) vuurmaak of vure aan die gang hou, uitgesonderd dié van 'n stoomketel; vuilgoed of as verwyder;
 - (f) diere of pluimvee versorg; diere uit- of inspan;
 - (g) eiendom bedags bewaak;
- „drank”, „bedwelmende drank”, soos bepaal in artikel honderd vyf-en-sewentig van die Drankwet, 1928;
- „bestuurder”, 'n werknemer wat beheer het oor 'n inrigting waarin minstens vyf werknemers in diens is;
- „motorvoertuig”, enige voertuig wat ontwerp of bedoel is vir voortbeweging deur ander krag as dié van mens of dier en vir die vervoer van goedere gebruik word;
- „motorvoertuigdrywer”, 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig dryf of ander werk in verband met die voertuig of die vrug verrig;
- „nagwag”, 'n werknemer wat in diens is om persele, geboue, hekke of ander eiendom snags te bewaak.
- „spensbediende”, 'n werknemer wat dranksoorte, uitgesonderd sterk drank, meng, koue geregte berei, opskep, botter en konfijtpotte en peper- en soutstelletjies volmaak, beheer hou oor breekgoed, tafelgerei, glasware, tafellinne en spensbenodigdhede; wasmasjien bedien en op behoeftes in verband met groente, vrugte en voorrade let;
- „deeltydse kelner”, 'n kelner in 'n restaurant, uitgesonderd 'n teaterrestaurant, by die week in diens vir hoogstens vier uur binne 'n werkdag van agt uur in enige tydperk van 24 uur;
- „spesiale funksie”, 'n onthaal soos bv. 'n dinee, dans of ontvangs by geleentheid van 'n maatskaplike gebeurtenis of om 'n okkasie te vier;
- „werknemer vir spesiale funksies”, 'n werknemer per uur in diens vir spesiale funksies;
- „werkdag”, die tydperk gedurende 'n dag van die tyd af waarop 'n werknemer vir die eerste keer begin werk, totdat hy vir daardie dag die werk staak;
- „personeelkok”, 'n werknemer wat uitsluitlik kos vir die personeel van 'n inrigting berei en/of kook;
- „toesighouer”, 'n werknemer wat uitsluitlik of hoofsaaklik, klante se siplekke aanwys en toesig hou oor die bediening van klante in 'n inrigting en wat in beheer kan wees van 'n inrigting waarin minder as vyf werknemers in diens is;

„experience” means—

- (a) in relation to a cashier, the total period or periods of full-time employment in the duties of a cashier or a counterhand in a shop or of a cashier, waiter or counterhand in the Tearoom, Restaurant and Catering Trade;
- (b) in relation to a clerical employee, the total period or periods of full-time employment in the duties of a clerical employee in any trade or section of a trade;
- (c) in relation to a counterhand, the total period or periods of full-time employment in the duties of a counterhand in a shop or in the Tearoom, Restaurant and Catering Trade;
- (d) in relation to a soda-fountain hand, the total period or periods of full-time employment in the duties of a soda-fountain hand at a soda-fountain or milk bar in the Tearoom, Restaurant and Catering Trade;
- (e) in relation to a cook or waiter, the total period or periods of full-time employment in the duties of a cook or waiter respectively in an hotel or boarding-house or in the Tearoom, Restaurant and Catering Trade;
- (f) in relation to a barman or wine steward, the total period or periods of full-time employment in the duties of a barman or wine steward respectively in the Tearoom, Restaurant and Catering Trade or in any branch of the Liquor Trade;
- (g) in relation to a grill-hand, the total period or periods of full-time employment as a grill-hand in the Tearoom, Restaurant and Catering Trade;

„grill-hand” means an employee wholly or mainly engaged in making grills; and who may in addition fry fish and chipped potatoes, cook eggs, boil milk, make toast, tea or similar beverages, and includes a staff cook;

„grill-hand, qualified,” means a grill-hand who has had not less than six months' experience;

„grill-hand, unqualified,” means a grill-hand who has had less than six months' experience;

„kitchen-hand” means an employee who, under the supervision of a cook attends to vegetables in the process of cooking, bastes meat or poultry, boils milk, makes toast, tea, coffee or similar beverages and who may in addition attend to urns and water boilers or a washing-up machine;

„labourer” means an employee engaged in one or more of the following operations:—

- (a) Cleaning utensils, furniture, premises, vehicles, vegetables, fish, poultry or other articles;
- (b) carrying, moving or stacking goods, foodstuffs or other articles; but not including the carrying of meals or refreshments to customers in an establishment;
- (c) delivering letters, messages, trays of meals, tea, sandwiches, hampers or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (d) plucking poultry, peeling or paring vegetables or fruit; boiling water;
- (e) making or maintaining fires other than in connection with a boiler; removing refuse or ashes;
- (f) tending animals or poultry; harnessing or unharnessing animals;
- (g) guarding property by daylight;

„liquor” means „intoxicating liquor” as defined in section one hundred and seventy-five of the Liquor Act, 1928;

„manager” means an employee who is in charge of an establishment in which not less than five employees are employed;

„motor vehicle” means any vehicle designed or intended for propulsion by power other than human or animal power and used for the conveyance of goods;

„motor vehicle driver” means an employee wholly or mainly engaged in driving a motor vehicle or in other work connected with the vehicle or the load;

„night-watchman” means an employee engaged in guarding premises, buildings, gates or other property by night;

„pantry-hand” means an employee engaged in mixing drinks other than liquor, preparing cold dishes, dishing out meals, replenishing butter and jam dishes and cruets, keeping control of crockery, cutlery, glassware, napery and pantry requirements; attending to washing machine and attending to requirements in respect of vegetables, fruit and stores;

„part-time waiter” means a waiter in a restaurant, other than a theatre restaurant, employed by the week for not more than four hours within a spreadover of eight hours in any period of twenty-four hours;

„special function” means an entertainment such as dinner, dance or reception for the purpose of marking a social event or celebrating an occasion;

„special function employee” means an employee employed by the hour to work in connection with a special function;

„spreadover” means the period in any day from the time an employee first commences work until he finishes work for that day;

„staff cook” means an employee engaged in the preparation and/or cooking of food exclusively for the staff of an establishment;

„supervisor” means an employee wholly or mainly engaged in showing customers to seats and supervising the service to customers in an establishment, and who may be in charge of an establishment in which less than five employees are employed;

„sodapompbediende”, ’n werknemer, uitgesonderd ’n spensbediende, wat uitsluitlik of hoofsaaklik werk met die voorbereiding, meng en bediening van warm en koue drankes asook ligte middagetes by ’n melkbuffet of sodapomp;
 „sodapompbediende, gekwalifiseer”, ’n sodapompbediende met minstens 12 maande ondervinding;
 „sodapompbediende, ongekwalifiseer”, ’n sodapompbediende met minder as 12 maande ondervinding;
 „Teekamer-, Restaurant- en Verversingsbedryf”, die bedryf deur ’n werkgewer uitgeoefen ingevolge ’n restaurant-, verversings- of teekamerhouerslisensie kragtens Item No. 20 van deel I van die Tweede Bylae van die Licenties Konsolidatiewe Wet, 1925, en sy werknemers wat die bedrywighede verrig wat ingevolge sodanige lisensie gemagtig is; en ingeval genoemde werkgewer oock die houer is van ’n dranklisensie kragtens die Drankwet, 1928, wat die verskaffing van drank in sy restaurant-, verversings- of teekamer toelaat, sluit dit sodanige verskaffing aan die klante daarin deur sodanige werkgewer en sy werknemer in; maar vir die doeleindes van hierdie Ooreenkoms sluit dit werkgewers en hul werknemers uit in gevalle waarin—

’n Naturelle-eethuisslisensie; of

’n bakkers- en banketbakkerslisensie;

gehou word en waar die lisensiehouer geen tafelgeriewe vir die bediening van verversings aan die publiek verskaf nie; „deeltidse teatertoonbankbediende” of „deeltidse teaterkelner”, ’n werknemer in diens as ’n toonbankbediende of kelner gedurende die tydperk van ’n vertoning in ’n teater of bioskoop, vir hoogstens vyf uur per dag op vyf dae en ses uur op een dag van ’n week;

„teaterverkoper”, ’n werknemer, uitgesonderd ’n deeltidse teatertoonbankbediende of ’n deeltidse teaterkelner, wat gedurende die tydperk van ’n vertoning in ’n teater verversings verkoop;

„loon”, daardie gedeelte van die besoldiging wat ten opsigte van die gewone werkure genoem in klousule 7 (2), in konstant aan ’n werknemer betaal moet word;

„kelner”, ’n manlike of vroulike werknemer, uitgesonderd ’n wynkelner of ’n toonbankbediende, wat uitsluitlik of hoofsaaklik tafels dek of afdek, maaltye of verversings aan klante bedien, tafelgereedskap en/of breekgoed nasien, linne heelmaak en betaling kan aanneem vir enige bestelling wat hy neem of uitvoer, slaaskottels, toebroodjies, geroosterde brood, tee of dergelike drankes maak en omvat ’n spensbediende en ’n toebroodjemaker;

„kelner, gekwalifiseer”, ’n kelner met minstens 12 maande ondervinding;

„kelner, ongekwalifiseer”, ’n kelner met minder as 12 maande ondervinding;

„wekklike werknemer”, ’n werknemer wat per week betaal word;

„wynkelner”, ’n werknemer wat klante in ’n restaurant, verversings- of teekamer met drank bedien;

„wynkelner, gekwalifiseer”, ’n wynkelner met minstens 12 maande ondervinding;

„wynkelner, ongekwalifiseer”, ’n wynkelner met minder as 12 maande ondervinding.

By die indeling van ’n werknemer om sy hoofberoep kragtens hierdie Ooreenkoms te bepaal, word daar beskou dat hy tot daardie klas behoort waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING.

(1) Die minimum loon wat deur ’n werkgewer aan elke lid van die ondergenoemde klasse werknemers betaal moet word, is soos volg:—

(A) Voltydse werknemers.

Klas werknemer.	Per week.
£ s. d.	
Kroegman gekwalifiseer.....	4 13 6
Kroegman, ongekwalifiseer—	
gedurende eerste twee jaar ondervinding....	2 6 2
gedurende derde jaar ondervinding.....	3 9 3
gedurende vierde jaar ondervinding.....	3 19 7
Kassier, gekwalifiseer.....	3 0 0
Kassier, ongekwalifiseer.....	2 8 6
Klerklike werknemer, gekwalifiseer.....	2 12 6
Klerklike werknemer, ongekwalifiseer.....	2 10 0
Kok graad I.....	3 0 0
Kok graad II, gekwalifiseer.....	2 10 0
Kok graad II, ongekwalifiseer—	
gedurende eerste ses maande ondervinding....	2 1 6
gedurende tweede ses maande ondervinding....	2 6 3
Roosterbediende, gekwalifiseer.....	2 3 10
Roosterbediende, ongekwalifiseer.....	1 16 1
Kombuisbediende.....	1 6 9
Arbeider.....	1 2 9
Bestuurder.....	5 0 0
Motorvoertuigdrywer.....	3 10 0
Nagwag.....	1 6 9
Spensbediende.....	2 12 6
Toesighouer.....	3 10 0
Wynkelner, gekwalifiseer.....	2 12 6
Wynkelner, ongekwalifiseer.....	2 10 0
Kelner, gekwalifiseer.....	2 12 6
Kelner, ongekwalifiseer.....	2 10 0
Sodapompbediende, gekwalifiseer.....	2 12 6
Sodapompbediende, ongekwalifiseer.....	2 10 0
Toonbankbediende, gekwalifiseer.....	2 12 6
Toonbankbediende, ongekwalifiseer.....	2 10 0

“soda fountain-hand” means an employee, other than a pantry-hand, who is wholly or mainly engaged in the preparation, mixing and serving of hot and cold drinks and beverages and of light lunches at a milk bar or soda fountain;

“soda-fountain-hand, qualified,” means a soda fountain-hand who has had not less than twelve months’ experience;

“soda fountain-hand, unqualified,” means a soda fountain-hand who has had less than twelve months’ experience;

“Tearoom, Restaurant and Catering Trade” means the trade carried on by an employer in terms of a Restaurant, Refreshment or Tearoom Keeper’s Licence under Item 20 of Part I of the Second Schedule to the Lincences Consolidation Act, 1925, and his employees engaged in the activities authorized under such licence; and where the said employer is also the holder of a liquor licence under the Liquor Act, 1928, permitting the supply of liquor in his restaurant, refreshment or tearoom, it includes such supply to the customers therein by such employer and his employee; but for the purposes of this Agreement shall exclude those employers and his employees where—

a Native Eating House Licence; or

a Baker’s and Confectioner’s Licence;

is held and where the licence-holder does not provide any table accommodation for the service of refreshments to the public;

“theatre part-time counterhand” or “theatre part-time waiter” means an employee employed during the periods of a performance in a theatre or bioscope as a counterhand or a waiter for not more than five hours per day on five days and six hours on one day of each week;

“theatre vendor” means an employee other than a theatre part-time counterhand or a theatre part-time waiter, who sells refreshments during the period of a performance at a theatre;

“wages” means that portion of the remuneration payable in money to an employee in respect of ordinary hours of work referred to in clause 7 (2);

“waiter” means a male or female employee other than a wine steward or a counterhand, who is wholly or mainly engaged in setting or clearing tables, serving meals or refreshments to customers, checking cutlery and/or crockery, mending linen, and who may receive payment for any order taken or executed by him, make salads, sandwiches, toast, tea or similar beverages and includes a pantry-hand and a sandwich maker;

“waiter, qualified,” means a waiter who has had not less than twelve months’ experience;

“waiter, unqualified,” means a waiter who has had less than twelve months’ experience;

“weekly employee” means an employee who is paid by the week;

“wine steward” means an employee who serves liquor to customers in a restaurant, refreshment or tearoom;

“wine steward, qualified,” means a wine steward who has had not less than twelve months’ experience;

“wine steward, unqualified,” means a wine steward who has had less than twelve months’ experience.

In classifying an employee for the purpose of determining his main occupation in terms of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees, shall be as follows:—

(A) Full-time Employees.

Class of Employee.	Per Week.
£ s. d.	
Barman, qualified.....	4 13 6
Barman, unqualified—	
during first two years of experience.....	2 6 2
during third year of experience.....	3 9 3
during fourth year of experience.....	3 19 7
Cashier, qualified.....	3 0 0
Cashier, unqualified.....	2 8 6
Clerical employee, qualified.....	2 12 6
Clerical employee, unqualified.....	2 10 0
Cook, first grade.....	3 0 0
Cook, second grade, qualified.....	2 10 0
Cook, second grade, unqualified—	
during first six months of experience.....	2 1 6
during second six months of experience....	2 6 3
Grill-hand, qualified.....	2 3 10
Grill-hand, unqualified.....	1 16 1
Kitchen-hand.....	1 6 9
Labourer.....	1 2 9
Manager.....	5 0 0
Motor vehicle driver.....	3 10 0
Night watchman.....	1 6 9
Pantry-hand.....	2 12 6
Supervisor.....	3 10 0
Wine steward, qualified.....	2 12 6
Wine steward, unqualified.....	2 10 0
Waiter, qualified.....	2 12 6
Waiter, unqualified.....	2 10 0
Soda fountain-hand, qualified.....	2 12 6
Soda fountain-hand, unqualified.....	2 10 0
Counterhand, qualified.....	2 12 6
Counterhand, unqualified.....	2 10 0

Werknemer vir spesiale funksies.

Voor middernag.		Na middernag.	
Per uur vir die eerste twee uur	Per uur vir elke uur bo twee uur.	Per uur.	
s. d.	s. d.	s. d.	s. d.
2 6	2 0	2 6	2 6

met 'n minimum betaling van minstens 7s. 6d. ten opsigte van enige dienstydperk op 'n dag.

(B) Los werknemers.

Klas werknemer.	Vier uur diens of minder per dag.	Meer as 4 uur diens maar hoogstens 8 uur per dag.	Vir elke uur of gedeelte van 'n uur diens bo 8 uur per dag.
	s. d.	£ s. d.	£ s. d.
Kroegman.....	15 8	1 0 10	5 0
Kok.....	16 6	1 1 0	4 0
Kelner.....	8 3	0 12 0	3 0
Kassier—			
Manlik.....	15 0	1 5 0	6 6
Vroulik.....	12 6	1 0 0	3 0
Klerklike werknemer.....	8 3	0 12 6	2 6
Toonbankbediende.....	8 3	0 12 6	2 6
Bestuurder.....	16 2	1 5 0	7 6
Motorvoertuig-drywer.....	11 8	0 15 7	5 0
Opsigter.....	12 6	1 0 0	6 6
Wynkelner.....	8 3	0 12 6	2 6
Spensbediende.....	8 3	0 12 6	2 6
Alle ander los werknemers, uitgesonderd arbeiders nie elders hier genoem nie.....	7 0	0 10 0	2 0
Arbeiders—			
Vir agt uur diens, of minder.....	—	0 5 4	—
Vir elke uur of gedeelte van 'n uur diens bo agt uur.....	—	0 1 2	—

(C) Deeltydse werknemers.

	Per week.
	£ s. d.
Deeltydse ke'ner.....	1 16 11
Deeltydse teatertoonbankbediende.....	1 14 3
Deeltydse teaterkelner.....	1 6 0
Teaterverkoper.....	1 3 3

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule word daar beskou dat 'n werknemer 'n weeklikse werknemer is, tensy hy binne die woordomskrif van „los werknemer” of „werknemer vir spesiale funksies” val en behoudens soos bepaal in subklousule (4) en klousule 6 (5) moet hy ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, hetsy hy in daardie week die maksimum getal gewone ure, in klousule 7 (2) vir 'n week voorgeskryf, of minder gewerk het.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die jaarlikse verlof in klousule 9 genoem, moet op of voor die laaste werkdag voor die aanvang van sodanige verlof betaal word.

(4) *Differensiële lone*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander soort te verrig waarvoor 'n hoër loon in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, teen die hoër loon betaal; met dien verstande dat waar die verskil tussen klasse ingevolge subklousule (1) op ouderdom of onderverinding berus, die bepalinge van hierdie subklousule nie van toepassing is nie.

(5) *Berekening van dagloon*.—Vir die toepassing van subklousule (4), is die loon, betaalbaar ten opsigte van 'n dag minstens een sesde van die weekloon wat in subklousule (1) voorgeskryf word vir die hoër betaalde werk wat verrig is.

(6) *Berekening van maandloon*.—As die bedrag aan 'n werknemer verskuldig, ingevolge klousule 4 (1) maandeliks betaal word, moet dit bereken word teen die tarief van 4½ maal die weekloon wat ingevolge subklousule (1) op sodanige werknemer van toepassing is.

(7) Niks in hierdie Ooreenkoms kan die loon verminder wat aan 'n werknemer betaal word op die datum waarop die Ooreenkoms van krag word nie.

5. LEWENSKOSTETOELAE.

Elke werknemer moet deur sy werkgewer terselfdertyd as sy ander besoldiging, 'n lewenskostetoelae betaal word gelyk aan dié voorgeskryf in Oorlogsmaatreeël No. 43 van 1942, soos gewysig.

6. BETALING VAN BESOLDIGING.

(1) Behoudens soos bepaal in klousule 16, is besoldiging verskuldig en moet dit weekliks of maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die inrigting of by diensbeëindiging as dit voor die gewone betaaldag geskied.

Special function employee.

Before Midnight.		After Midnight.
Per Hour for the First Two Hours.	Per Hour for Each Hour in Excess of Two Hours.	Per Hour.
s. d.	s. d.	s. d.
2 6	2 0	2 6

with a minimum payment of not less than 7s. 6d. in respect of any period of employment in any day.

(B) Casual employees.

Class of Employee.	Four Hours' Employment or less per Day.	Over 4 Hours' Employment but not exceeding 8 Hours per Day.	For Each Hour or Part thereof of Employment in excess of 8 Hours per Day.
	s. d.	£ s. d.	s. d.
Barman.....	15 8	1 0 10	5 0
Cook.....	16 6	1 1 0	4 0
Waiter.....	8 3	0 12 0	3 0
Cashiers—			
Ma'e.....	15 0	1 5 0	6 6
Fema'e.....	12 6	1 0 0	3 0
Clerical employee.....	8 3	0 12 6	2 6
Counterhand.....	8 3	0 12 6	2 6
Manager.....	16 2	1 5 0	7 6
Motor vehicle driver.....	11 8	0 15 7	5 0
Supervisor.....	12 6	1 0 0	6 6
Wine steward.....	8 3	0 12 6	2 6
Pantry-hand.....	8 3	0 12 6	2 6

All other casuals not hereinafore specified other than labourers.. 7 0 0 10 0 2 0

Labourers—

For eight hours employment or less.....	—	0 5 4	—
For each hour or part thereof of employment in excess of eight hours.....	—	0 1 2	—

(C) Part-time employees.

	Per Week.
	£ s. d.
Part-time waiter.....	1 16 11
Theatre part-time counterhand.....	1 14 3
Theatre part-time waiter.....	1 6 0
Theatre vendor.....	1 3 3

(2) *Basis of Contract*.—For the purposes of this clause an employee shall be deemed to be a weekly employee, unless he falls within the definition “casual employee” or “special function employee” and save as provided in sub-clause (4) and clause 6 (5) shall be paid in respect of any week not less than the full wage prescribed in sub-clause (1) for an employee of his class, whether he works in that week the maximum number of ordinary hours prescribed for a week in clause 7 (2) or less.

(3) *Leave Remuneration*.—The remuneration in respect of the annual leave referred to in clause 9 shall be paid not later than the last work day before the commencement of such leave.

(4) *Differential Wages*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour either in addition to his own work or in substitution therefore, work of another class for which a higher wage prescribed in sub-clause (1) shall pay such employee at the higher wage in respect of the whole day on which he performs such work; provided that where the difference between classes is, in terms of sub-clause (1), based on experience or age, the provisions of this sub-clause shall not apply.

(5) *Calculation of Daily Wage*.—For the purpose of sub-clause (4) the wage payable in respect of any day shall be not less than one-sixth of the weekly wage prescribed in sub-clause (1) for the higher rated work performed.

(6) *Calculation of Monthly Wages*.—Wherever the amount due to an employee is in terms of clause 4 (1), paid monthly, it shall be calculated at the rate of 4½ times the weekly wage applicable to such employee in terms of sub-clause (1).

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

5. COST OF LIVING ALLOWANCES.

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

6. PAYMENT OF REMUNERATION.

(1) Save as provided in clause 16, remuneration shall become due and be paid in cash either weekly or monthly during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day.

(2) *Premies.*—Vir die indiensneming of opleiding van 'n werknemer mag geen regstreekse of onregstreekse betaling aan 'n werkgever gedoen of deur hom aangeneem word nie.

(3) *Koop van goedere.*—'n Werknemer kan nie van sy werknemer vereis om goedere van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.

(4) *Losies en inwoning.*—Elke werknemer is geregtig om maaltye wat binne sy werkure val, kosteloos te ontvang, bo en behalwe die lone vir sodanige werknemer vasgestel. As sodanige maaltye nie verskaf word of deur die werknemer aanvaar word nie, moet 'n toelae van een sjieling en drie pennies (1s. 3d.) per maaltyd in plaas daarvan, aan alle werknemers, uitgesonderd arbeiders, betaal word. 'n Los arbeider moet 6d. per maaltyd ontvang as sodanige maaltye nie verskaf of deur die werknemer aangeneem word nie. 'n Voltydse arbeider moet losies en inwoning ontvang, bo en behalwe die lone wat vir hierdie klas werknemer voorgeskryf is. As losies en inwoning nie aan 'n voltydse arbeider verskaf of deur hom aangeneem word nie, moet die werkgever hom in plaas van losies minstens 4s. 8d. per week en in plaas van inwoning 2s. 4d. per week betaal.

(5) *Boetes en aftrekkings.*—'n Werkgever kan sy werknemer geen boetes ople of bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die onderstaande:—

- Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse;
- behoudens soos bepaal in klousule 11 (1), as sy werknemer van sy werk wegbly of weens 'n ongeluk of siekte afwesig is, 'n aftrekking in verhouding tot sodanige afwesigheidstydperk;
- bydraes aan die Raadsfonds ingevolge klousule 18;
- 'n aftrekking van elke bedrag wat die werkgever kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig of toegestaan is om af te trek;
- behoudens die bepaling van subklousule (3), met die skriftelike toestemming van die werknemer, 'n aftrekking van enige bedrag aan 'n werkgever verskuldig vir goedere wat sy werknemer van hom gekoop het; met dien verstande dat so 'n aftrekking nie meer is as een derde van die totale besoldiging aan so 'n werknemer verskuldig nie;
- 'n aftrekking vir enige som geld wat 'n werkgever aan sy werknemer geleen het, met dien verstande dat so 'n aftrekking nie meer is as een derde van die totale besoldiging aan so 'n werknemer verskuldig nie;
- met die skriftelike toestemming van sy werknemer, ledegeld aan die vakvereniging ingevolge klousule 23.

7. GETAL WERKDAE EN WERKURE, GEWONE EN OORTYD, EN BESOLDIGING VIR OORTYD.

(1) *Getal werkdae.*—'n Werknemer mag nie meer as ses dae per week werk nie.

(2) *Gewone werkure.*—Die gewone werkure mag nie meer wees nie as—

- in die geval van 'n werknemer, uitgesonderd 'n los werknemer of deeltydse werknemer, kombuisbediende, 'n arbeider en 'n motorvoertuigdrywer—
 - 46 in 'n week;
 - agt en een-sesde per dag of vyf dae in 'n week en vyf en een-sesde op die orige dag;
- in die geval van 'n kombuisbediende, 'n arbeider en 'n motorvoertuigdrywer—
 - 50 in 'n week;
 - nege op 'n dag of vyf dae in 'n week en vyf op die orige dag;
- in die geval van 'n los werknemer, agt op 'n dag;
- in die geval van 'n deeltydse werknemer, vier op 'n dag.

(3) *Etensonderbrekings.*—Vir elke etenstyd wat binne die werkure van 'n werknemer val, moet die werkgever sy werknemer 'n onderbreking van minstens 'n halfuur toestaan waarin geen werk verrig mag word nie, en so 'n onderbreking mag nie as deel van die gewone tyd of oortyd gereken word nie.

(4) *Oortyd.*—Alle tyd wat gewerk word bo die maksimum getal gewone ure, in subklousule (2) voorgeskryf, moet as oortyd gereken word.

(5) *Beperking van oortyd.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om langer oortyd as die volgende te werk nie:—

- ses uur in 'n week;
- twee uur op 'n dag;
- met dien verstande dat as 'n werkgever verversings vir 'n spesiale funksie verskaf, hy na kennisgewing aan die Sekretaris van die Raad, van sy werknemers kan vereis of hulle toelaat om langer as die gewone oortyd te werk wat by (a) of (b) hierbo toegelaat word, nl. hoogstens ses bykomende ure op enige dag en hoogstens nege bykomende ure in enige week.

(6) *Besoldiging vir oortyd.*—'n Werkgever moet elkeen van sy werknemers wat oortyd werk minstens onderstaande betaal:—

- In die geval van 'n werknemer, uitgesonderd 'n los werknemer, kombuisbediende, arbeider en motorvoertuigdrywer, 1½ maal die weekloon in klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas, gedeel deur 46, vir elke uur of gedeelte van 'n uur aldus gewerk;

(2) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(3) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(4) *Board and Lodging.*—Each employee shall be entitled to receive free of charge meals which fall within his working hours in addition to the wages prescribed for such employee. Where such meals are not provided or accepted by the employee an allowance of one shilling and threepence (1s. 3d.) per meal shall be paid to all employees other than labourers in lieu thereof. A casual labourer shall receive sixpence per meal where such meals are not provided or accepted by the employee. A full-time labourer shall receive board and lodging in addition to the wages prescribed for this class of employee. If board and/or lodging is not provided to or accepted by a full-time labourer an employer shall pay to him not less than 4s. 8d. per week in lieu of board and 2s. 4d. per week in lieu of lodging.

(5) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deduction from his employees' remuneration other than the following:—

- With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension funds;
- save as provided in clause 11 (1) when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence;
- contributions towards the Council funds in terms of clause 18;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.
- subject to the provisions of sub-clause (3), with the written consent of the employee, a deduction of any amount due to an employer for goods purchased from him by his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- a deduction for any money lent to an employee by his employer; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- with the written consent of his employee, subscriptions to the trade union in terms of clause 23.

7. NUMBER OF DAYS AND HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Number of Work Days.*—An employee shall not work on more than six days in a week.

(2) *Ordinary Hours of Work.*—The ordinary hours of work shall not exceed—

- in the case of an employee other than a casual or part-time employee, kitchen-hand, a labourer and a motor vehicle driver—
 - 46 in any week;
 - eight and one-sixth per day on five days in any week and five and one-sixth on the remaining day;
- in the case of a kitchen-hand, a labourer and a motor vehicle driver—
 - 50 in any week;
 - nine per day on five days in any week and five on remaining day;
- in the case of a casual employee, eight in any day;
- in the case of a part-time employee, four in any day.

(3) *Meal-breaks.*—For each meal time which occurs during the hours of work of an employee, the employer shall allow his employee a break of not less than half an hour during which no work shall be performed, and such break shall not be deemed to be part of the ordinary hours of work or overtime.

(4) *Overtime.*—All time worked in excess of the maximum number of ordinary hours prescribed in sub-clause (2) shall be deemed to be overtime.

(5) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than—

- six hours in any week;
- two hours in any day;
- provided that where an employer caters for a special function, he may, on notification to the Secretary of the Council, require or permit his employees to work in excess of the ordinary overtime allowed under (a) or (b) above, not more than six additional hours in any day and not more than nine additional hours in any week.

(6) *Payment for Overtime.*—An employer shall pay to each of his employees who works overtime not less than—

- in the case of an employee other than a casual employee, kitchen-hand, labourer and motor vehicle driver, 1½ times the weekly wage prescribed for an employee of his class in clause 4 (1) divided by 46 for each hour or part of an hour so worked;

(b) in die geval van 'n kombuisbediende, arbeider en motorvoertuigdrywer, uitgesonderd 'n los werknemer, 1½ maal die weekloon in klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas, gedeel deur 50 vir elke uur of gedeelte van 'n uur aldus gewerk;

(c) vir spesiale funksies—

(i) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, kombuisbediende, arbeider en 'n motorvoertuigdrywer, tweekeer die weekloon in klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas, gedeel deur 46 vir elke uur of gedeelte van 'n uur aldus gewerk;

(ii) in die geval van 'n kombuisbediende, arbeider en 'n motorvoertuigdrywer, uitgesonderd 'n los werknemer, tweekeer die weekloon in klousule 4 (1) voorgeskryf vir 'n werknemer van sy klas, gedeel deur 50 vir elke uur of gedeelte van 'n uur aldus gewerk.

(7) *Werkdag*.—Die gewone werkure en alle oortyd van 'n werknemer moet voltooi word en alle etensye moet inbegrepe wees in 'n werkdag van—

(a) in die geval van 'n werknemer, uitgesonderd 'n kombuisbediende en 'n arbeider, 12 opeenvolgende ure;

(b) in die geval van 'n kombuisbediende en arbeider, 14 opeenvolgende ure.

(8) *Voorbehoudsbepaling*.—Die bepalinge van hierdie klousule is nie op 'n werknemer, wat noodwerk verrig, 'n nagwag of 'n bestuurder van toepassing nie.

8. TYD- EN LOONREGISTERS EN PRESENSIEREGISTERS.

(1) Dit is elke werkgever se plig om 'n tyd- en loonregister te hou waarin die volgende verstrek word:—

Die volle naam van die werknemer;
manlik of vroulik;
ras;
werk;
daaglikse ure gewerk;
basiese loon;
lewenskostetoelae;
totale bruto loon;
gemagtigde aftrekkings;
netto totaal betaal;
handtekening van werkgever as bewys.

(2) Dit is elke werkgever se plig om in sy inrigting een of meer presensieregisters te voorsien, soos voorgeskryf in Aanhangsel „B” van hierdie Ooreenkoms, waarin voorsiening gemaak word vir die inskrywings wat daar van 'n werknemer, uitgesonderd bestuurders en ongeskoolde arbeiders, vereis word om te maak; met dien verstande dat 'n werkgever in plaas van sulke presensieregisters 'n halfoutomatiese tydregistreertoestel met die nodige kaarte kan voorsien wat die volgende gegewens verstrek:—

(i) Naam van werknemer;
(ii) aanvangstyd van werk;
(iii) ophoutyd van werk;
(iv) aanvangs en ophoutyd van elke etenspouse waarin daar nie gewerk word nie;
(v) aanvangs- en ophoutyd van enige oortyd wat gewerk word;
(vi) totale getal ure elke dag gewerk;
(vii) totale getal ure elke week gewerk.

(3) Elke werkgever moet 'n daaglikse verslag in die tyd- en loonregister hou van ure wat deur alle ongeskoolde werknemers gewerk is.

(4) Elke werkgever moet die ingevulde tyd- en loonregisters en presensieregisters of tydrekkordkaarte van 'n halfoutomatiese tydregistreertoestel vir 'n tydperk van drie jaar hou, nadat dit volledig ingevul is.

9. JAARLIKSE VERLOF.

(1) Behoudens soos bepaal in paragraaf (c) van die voorbehoudsbepaling by klousule 10, is 'n werknemer, uitgesonderd 'n los werknemer, 'n werknemer vir spesiale funksies en 'n teaterverkoper geregtig op, en moet twee agtereenvolgende weke verlof toegestaan word met volle besoldiging ten opsigte van die eerste volle diensjaar by dieselfde werkgever en op drie agtereenvolgende weke verlof met volle besoldiging vir elke volgende diensjaar by dieselfde werkgever.

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

(i) as sodanige verlof nie eerder toegestaan is nie, dit toegestaan moet word om binne twee maande na voltooiing van die betrokke diensjaar te begin;
(ii) die tydperk van sodanige verlof nie mag saamval met 'n tydperk wanneer die werknemer opleiding ingevolge die Verdedigingswet, 1957, moet meemaak nie;
(iii) as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, sodanige dag as 'n verdere verloftydperk met volle besoldiging by genoemde tydperk gevoeg moet word;
(iv) 'n werkgever van sodanige verloftydperk enige dae geleentheidsverlof met volle besoldiging kan aftrek wat gedurende die jaar waarop die jaarlikse verloftyd betrekking het, op sy werknemer se skriftelike versoek aan hom toegestaan is.

(b) in the case of a kitchen-hand, labourer and motor vehicle driver other than a casual employee, 1½ times the weekly wage prescribed for an employee of his class in clause 4 (1) divided by 50 for each hour or part of an hour so worked;

(c) for special functions—

(i) in the case of an employee, other than a casual employee, kitchen-hand, labourer and a motor vehicle driver, twice the weekly wage prescribed for an employee of his class in clause 4 (1), divided by 46 for each hour or part of an hour so worked;

(ii) in the case of a kitchen-hand, labourer and a motor vehicle driver, other than a casual employee, twice the weekly wage prescribed for an employee of his class in clause 4 (1), divided by 50 for each hour or part of an hour so worked.

(7) *Spreadover*.—The ordinary hours of work and all overtime of an employee shall be completed and all meal-breaks shall be included within a spreadover of—

(a) in the case of an employee, other than a kitchen-hand and a labourer, twelve consecutive hours;

(b) in the case of a kitchen-hand and labourer, fourteen consecutive hours.

(8) *Savings*.—The provisions of this clause shall not apply to an employee engaged in emergency work, a night-watchman, or to a manager.

8. TIME AND WAGE REGISTERS AND ATTENDANCE REGISTERS.

(1) It shall be the duty of every employer to keep a time and wage register and therein shall be inscribed—

the full name of the employee;
whether male or female;
race;
occupation;
daily hours worked;
basic wage;
cost of living allowance;
total gross wage;
authorised deductions;
nett total paid;
signature of employee as receipt.

(2) It shall be the duty of every employer to provide in his establishment one or more attendance registers as prescribed in Annexure “B” to this Agreement in which provision is made for the entries which an employee, other than managers and unskilled employees, is required to make; provided that in lieu of such attendance registers an employer may provide a semi-automatic time recorded with the necessary cards, giving the following information:—

(i) Name of employee;
(ii) time of commencing work;
(iii) time of finishing work;
(iv) time of commencement and termination of each meal interval off work;
(v) time of starting and finishing any overtime worked;
(vi) total number of hours worked each day;
(vii) total number of hours worked each week.

(3) Every employer shall keep a daily record of hours worked by all unskilled employees, in the time and wage register.

(4) Every employer shall retain the completed time and wage registers and attendance registers or semi-automatic time record cards for a period of three years subsequent to the date of completion thereof.

9. ANNUAL LEAVE.

(1) Save as provided in paragraph (c) of the proviso to clause 10, an employee other than a casual employee, a special function employee, and a theatre vendor, shall be entitled to and be granted two consecutive week's leave of absence, in respect of the first completed year of employment with the same employer, and to three consecutive weeks' leave of absence for each subsequent year of employment with the same employer, on full pay.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by his employer, provided that—

(i) if such leave has not been granted earlier it shall be granted so as to commence within two months of the completion of the year of employment to which it relates;
(ii) the period of such leave shall not be concurrent with any period during which the employee is required to undergo training under the Defence Act, 1957;
(iii) if any public holiday falls within the period of such leave, such day shall be added to the said period as a further period of leave on full pay;
(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) 'n Werknemer wie se dienskontrak in die eerste jaar diens by 'n werkgever eindig voor die verlof, in subklousule (1) genoem, verskuldig geword het, moet, behoudens soos bepaal in die vierde voorbehoud by sub-klousule (2), by sodanige beëindiging ten opsigte van elke volle maand diens besoldig word teen minstens twee twaalfdes van die weekloon wat die werknemer onmiddellik voor beëindiging van sy diens ontvang het.

'n Werknemer wie se dienskontrak in die tweede of 'n volgende diensjaar by dieselfde werkgever eindig voordat die verloftydperk, in subklousule (1) genoem, toegestaan is, moet by beëindiging van sy diens ten opsigte van sodanige verlof sy volle loon en daarbenewens drie twaalfdes van die weekloon betaal word wat die werknemer onmiddellik voor sodanige beëindiging ontvang het vir elke volle maand diens, gereken vanaf die datum waarop hy op verlof geregtig geword het.

(4) 'n Werknemer wat kragtens subklousule (1) op verlof geregtig geword het en wie se diens eindig voor sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrae, in subklousules (1) en (3) genoem, betaal word.

(5) Vir die toepassing van hierdie klousule moet daar beskou word dat die uitdrukking „diens” enige tydperk of tydperke omvat waarin 'n werknemer—

- (i) met verlof ingevolge subklousule (1) afwesig is;
- (ii) opleiding ingevolge die Verdedigingswet, 1957, moet maak;
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is;
- (iv) met siekteverlof ingevolge klousule 11 afwesig is,

wat altesame hoogstens tien weke in 'n jaar beloop; met dien verstande dat as 'n werknemer se opleidingstyd ingevolge die Verdedigingswet, 1957, gedurende 'n jaar minder as 30 dae is, die tydperk van tien weke in verhouding tot die korter opleidingstermyn verminder moet word.

(6) Vir die toepassing van hierdie klousule moet daar, na gelang van die jongste datum, gereken word dat „diens” begin op—

- (a) die datum waarop die werknemer by die werkgever in diens getree het; of
- (b) die datum waarop die werknemer laas op verlof met volle betaling geregtig geword het.

10. OPENBARE VAKANSIEDAE.

'n Werknemer, uitgesonderd 'n los werknemer, teaterverkoper, werknemer in spesiale funksies en 'n nagwag, is geregtig op verlof met volle betaling wat op alle openbare vakansiedae toegestaan moet word, maar van hom kan vereis word om op enige openbare vakansiedag te werk; met dien verstande dat waar van hom aldus vereis, of hy aldus toegelaat word om op 'n openbare vakansiedag te werk, hy—

- (a) ten opsigte van elke sodanige dag een derde van die weekloon, in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, betaal moet word; of
- (b) binne 14 dae na sodanige openbare vakansiedag, een dag verlof met volle besoldiging toegestaan moet word; of
- (c) benewens en volgende op die tydperk van jaarlikse verlof, voorgeskryf in klousule 9, een week verlof met volle besoldiging toegestaan moet word, afgesien van die aantal openbare vakansiedae wat aldus gewerk is.

11. SIEKTEVERLOF.

(1) Aan 'n werknemer wat na 'n tydperk van minstens drie maande diens by dieselfde werkgever, weens siekte of 'n ongeluk, wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, van sy werk afwesig is, moet sewe dae verlof gedurende die eerste ses maande van enige diensjaar by dieselfde werkgever toegestaan word en nog sewe dae verlof in die tweede ses maande diens by dieselfde werkgever, en besoldig word ten opsigte van elke werkdag daarvan teen minstens een-sesde van die weekloon wat vir 'n werknemer van sy klas in klousule 4 (1) bepaal word; met dien verstande dat 'n werknemer wat 'n hoër loon ontvang as dié vir 'n werknemer van sy klas in klousule 4 (1) voorgeskryf, minstens een-sesde van sodanige hoër loon betaal moet word; met dien verstande dat indien die werknemer vir 'n langer tydperk as twee agtereenvolgende dae van sy werk afwesig is, die werkgever van die werknemer 'n sertifikaat kan vereis wat in die vorm van Aanhangsel A van hierdie Ooreenkomst ingevul is en die aard en duur van die siekte aantoon ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word.

(2) Vir die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in klousule 9 (5).

(3) Jaarlikse verlof en siekteverlof mag nie saamval nie.

12. GETALLEVERHOUDING.

(1) *Kelners, sodapompbediendes en toonbankbediendes.*—'n Werkgever kan nie 'n ongekwalifiseerde kelner, sodapompbediende of toonbankbediende in diens neem nie, tensy hy 'n gekwalifiseerde kelner, sodapompbediende of toonbankbediende in diens het, en vir elke gekwalifiseerde kelner, sodapompbediende of toonbankbediende in sy diens, kan hoogstens een ongekwalifiseerde kelner, sodapompbediende of toonbankbediende in diens geneem word.

(2) *Kokke, gekwalifiseer.*—'n Werknemer kan nie meer as een gekwalifiseerde kok graad II in diens neem nie, tensy hy 'n kok, graad I, in diens het.

(3) An employee whose contract of employment terminates in the first year of employment with an employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in respect of each completed month of employment remuneration not less than two-twelfths of the weekly wage which the employee was receiving immediately before his employment was terminated.

An employee whose contract of employment terminates in the second or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has been granted, shall upon termination of his employment, be paid his full pay in respect of such leave and, in addition, be paid three-twelfths of the weekly wage which the employee was receiving immediately before such termination in respect of each completed month of service calculated from the date upon which he became entitled to leave.

(4) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose employment terminates before such leave has been granted shall upon such termination be paid the amounts referred to in sub-clauses (1) and (3).

(5) 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);
- (ii) required to undergo training under the Defence Act, 1957;
- (iii) absent from work on the instructions or at the request of his employer;

(iv) absent on sick leave in terms of clause (11), 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 Defence Act, 1957, of any employee is less than thirty days the period of ten weeks shall be reduced in proportion to the shorter period of training.

(6) For the purposes of this clause “employment” shall be deemed to commence from—

- (a) the date on which the employee entered the employer's service; or
 - (b) the date on which the employee last became entitled to leave on full pay;
- whichever is the later.

10. PUBLIC HOLIDAYS.

An employee other than a casual employee, theatre vendor, special function employee and a night-watchman shall be entitled to and be granted leave with full pay on all public holidays, but may be required to work on any public holiday; provided that where so required or permitted to work on a public holiday he shall—

- (a) be paid in respect of each such day one-third of the weekly wage prescribed for an employee of his class in clause 4 (1); or
- (b) be granted within fourteen days after each such public holiday one day's holiday on full pay; or
- (c) be granted in addition to the period of annual leave prescribed in clause 9 and successive thereto, one week's leave of absence on full pay, irrespective of the number of public holidays so worked.

11. SICK LEAVE.

(1) An employee who is absent from work after a period of not less than three months' service with the same employer through sickness or accident not caused by his own misconduct other than an accident compensatable under the Workmen's Compensation Act, 1941, shall be granted seven days' leave during the first six months of any one year of employment with the same employer and a further seven days' leave in the second six months of employment with the same employer and shall be paid in respect of each work-day thereof not less than one-sixth of the weekly wage prescribed for an employee of his class in clause 4 (1); provided that an employee who is in respect of a wage higher than that prescribed for an employee of his class in clause 4 (1), shall be paid not less than one-sixth of such higher wage; 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 to be completed in the form of Annexure A to this Agreement, showing the nature and duration of the illness in respect of each period of absence for which payment is claimed.

(2) For the purposes of this clause the expression “employment” shall have the same meaning as in clause 9 (5).

(3) Annual leave and sick leave shall not run concurrently.

12. PROPORTION OR RATIO.

(1) *Waiters, Soda Fountain-hands and Counterhands.*—An employer shall not employ an unqualified waiter, soda fountain-hand, or counterhand unless he has in his employ a qualified waiter, soda fountain-hand or counterhand, and for each qualified waiter, soda fountain-hand or counterhand employed not more than one unqualified waiter, soda fountain-hand or counterhand may be employed.

(2) *Cooks, Qualified.*—An employer shall not employ more than one qualified second grade cook unless he has in his employ a first grade cook.

(3) *Kokke, ongekwalifiseer.*—'n Werknemer kan nie 'n ongekwalifiseerde kok graad II in diens neem nie, tensy hy 'n kok graad I of 'n gekwalifiseerde kok graad II in diens het, en waar slegs een kok graad I of een gekwalifiseerde kok graad II in diens is, kan hoogstens twee ongekwalifiseerde kokke graad II in diens geneem word; vir elke volgende kok graad I of gekwalifiseerde kok graad II in diens, kan hoogstens een ongekwalifiseerde kok graad II in diens geneem word.

(4) *Kroegmanne.*—'n Werkgewer kan nie 'n ongekwalifiseerde kroegman in diens neem nie, tensy hy 'n gekwalifiseerde kroegman in sy diens het, en vir elke gekwalifiseerde kroegman in sy diens kan hoogstens een ongekwalifiseerde kroegman in diens geneem word.

(5) *Roosterbediendes.*—In 'n inrigting waar geen kok in diens is nie, kan 'n werkgewer nie 'n ongekwalifiseerde roosterbediende in diens neem nie, tensy hy 'n gekwalifiseerde roosterbediende in sy diens het, en vir elke gekwalifiseerde roosterbediende in sy diens, kan hoogstens een ongekwalifiseerde roosterbediende in diens geneem word.

(6) Vir die toepassing van hierdie klousule kan 'n ongekwalifiseerde kelner, toonbankbediende, kok, kroegman of roosterbediende wat minstens die loon, in subklousule 4 (1) voorgeskryf, vir 'n gekwalifiseerde kelner, toonbankbediende, kok, kroegman of roosterbediende ontvang, na gelang van die geval, as 'n gekwalifiseerde kelner, toonbankbediende, kok kroegman of roosterbediende gereken word.

(7) 'n Werkgewer wat, na gelang van die geval, uitsluitlik of hoofsaaklik die werk van 'n kelner, toonbankbediende, kok, kroegman of roosterbediende verrig, kan ten opsigte van die inrigting waar hy aldus werksaam is, onderskeidelik as 'n gekwalifiseerde kelner, toonbankbediende, kok, kroegman of roosterbediende gereken word; met dien verstande dat sodanige werknemer nie in meer as een van die bogenoemde klasse as 'n gekwalifiseerde werknemer gereken kan word nie: voorts met dien verstande dat waar in 'n inrigting twee of meer werkgewers aldus werksaam is, slegs een van hulle as 'n gekwalifiseerde werknemer gereken kan word.

13. UNIFORMS.

'n Werkgewer wat van sy werknemer vereis om 'n uniform, oorpak, wasbaadjie, pet of voorskoot te dra, moet dit kosteloos verskaf en dit bly die eiendom van die werkgewer.

Die werkgewer is verder verantwoordelik vir die skoonmaak en heelmaak van so 'n uniform, oorpak, wasbaadjie, pet of voorskoot.

14. DIENSSERTIFIKAAT.

'n Werkgewer moet by diensbeëindiging van enigen van sy werknemers, uitgesonderd 'n los werknemer, aan daardie werknemer 'n dienssertifikaat uitreik, met vermelding van die volle name van die werkgewer en van die werknemer, die aard van die diens, die aanvangsdatum van die dienskontrak, die datum van beëindiging daarvan en die skaal van besoldiging op die datum van die beëindiging.

15. VERBOD OP INDIENSNEMING VAN 'N PERSOON ONDER VYFTIEN JAAR.

'n Werkgewer mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om 'n kontrak sonder kennisgewing te beëindig om 'n rede wat wetlik as voldoende beskou word;
- (b) die bepalings van enige geskrewe ooreenkoms tussen 'n werkgewer en 'n werknemer waarin voorsiening gemaak word vir 'n tydperk van kennisgewing wat langer is as dié wat hierin vasgestel is;

moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, van sy voorneme om die dienskontrak te beëindig, skriftelik kennis gee (en dit tree onmiddellik ná kennisgewing in werking) van minstens—

- (i) 24 uur gedurende die eerste twee maande diens;
- (ii) een week kennis daarna.

(2) Ingeval 'n werkgewer of 'n werknemer versuim om kennis te gee, soos bepaal in subklousule (1) hiervan, moet hy onderskeidelik die volgende betaal of verbeur—

- (a) in die geval van 'n werknemer genoem in subklousule (1) (i) van hierdie klousule, 'n bedrag gelyk aan een dag se besoldiging, of een sesde van die weekloon;
- (b) in die geval van 'n werknemer genoem in subklousule (1) (ii) van hierdie klousule, 'n bedrag gelyk aan een week se besoldiging.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die werkgewer, indien geld deur 'n werkgewer aan 'n werknemer as besoldiging verskuldig ontoereikend is om volle verbeurde bedrag, genoem in subklousule (2) van hierdie klousule, te dek, daarop geregtig om uit ander voordele (indien beskikbaar) sodanige bedrag aan te suiwer wat ten gunste van so 'n werknemer ten tyde van die beëindiging van sy dienskontrak opgehoop het.

(3) *Cooks, Unqualified.*—An employer shall not employ an unqualified second grade cook unless he has in his employ a first grade cook or a qualified second grade cook, and where only one first grade cook or one qualified second grade cook is employed, not more than two unqualified second grade cooks may be employed; for each additional first grade cook or qualified second grade cook employed, not more than one unqualified second grade cook may be employed.

(4) *Barman.*—An employer shall not employ an unqualified barman unless he has in his employ a qualified barman, and for each qualified barman employed not more than one unqualified barman may be employed.

(5) *Grill-hands.*—In an establishment where no cook is employed, an employer shall not employ an unqualified grill-hand unless he has in his employ a qualified grill-hand, and for each qualified grill-hand employed not more than one unqualified grill-hand may be employed.

(6) For the purposes of this clause an unqualified waiter, counterhand, cook, barman or grill-hand receiving not less than the wage prescribed in clause 4 (1), for a qualified waiter, counterhand, cook, barman or grill-hand, as the case may be, may be deemed to be a qualified waiter, counterhand, cook, barman or grill-hand.

(7) An employer who is wholly or mainly engaged in performing the work of a waiter, counterhand, cook, barman or grill-hand, as the case may be, may in respect of the establishment in which he is so engaged be deemed to be a qualified waiter, counterhand, cook, barman or grill-hand; provided that such employer may not be deemed to be a qualified employee in more than one of the classes enumerated; provided further that where in an establishment two or more employers are so engaged only one such employer may be deemed to be a qualified employee.

13. UNIFORMS.

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

Further the employer shall be responsible for the laundry and repairs of such uniform, overall, washing coat, cap or apron.

14. CERTIFICATE OF SERVICE.

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and of the employee, the nature of the employment, the date of commencement of the contract of employment, the date of termination thereof and the rate of remuneration at the date of such termination.

15. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN.

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

16. 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 provision 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 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 two months 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, or one-sixth of the weekly wage;
- (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.

Vir die toepassing van hierdie subklousule moet enige besoldiging wat aan 'n werknemer kragtens klousule 9 (Jaarlikse Verlof) van hierdie Ooreenkoms verskuldig is, uitgesonderd besoldiging ten opsigte van jaarlikse verlof wat reeds opgeloopt het maar nog nie toegestaan is nie, kragtens klousule 9 (1) ook as 'n voordeel in die loop van die ophoping beskou word.

(4) Indien 'n ooreenkoms kragtens subklousule (1) (b), van hierdie klousule aangegaan word, moet die besoldiging of verbeuring in plaas van kennisgewing in verhouding tot die vasgestelde tydperk van kennisgewing wees.

(5) Die kennisgewing wat in subklousule (1) genoem word, moet nie met die jaarlikse of siekteverlof saamval nie.

(6) Die kennisgewing genoem in subklousule (1) tree in werking op die dag waarop die diens opgesê word.

17. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enige van die bepalings van hierdie Ooreenkoms om 'n goeie en voldoende rede verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes waarop sodanige vrystelling toegestaan word en die tydperk waarvoor sodanige vrystelling geldig is, vasstel; met dien verstande dat die Raad na goeie dunde en nadat een week skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingstifikaat kan herroep, hetsy die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n tifikaat, deur hom onderteken, uitreik, met vermelding van—

- (a) die volle naam van die betrokke persoon;
- (b) bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaarde waarop sodanige vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
- (b) 'n afskrif van elke uitgereikte tifikaat hou, en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Pretoria stuur;
- (c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die tifikaat aan die betrokke werkgewer stuur.

18. UITGAWES VAN DIE RAAD.

Ten einde voorsiening te maak vir die uitgawes van die Raad moet elke werkgewer van die besoldiging van elkeen van sy kroegmanne, kassiers, klerklike werknemers, koks, toonbankbediendes, roosterbediendes, bestuurders, motorvoertuigdrywers, sodapompbediendes, spensbediendes, toesighouers, wynkelers, kelners, permanente deeltydse kelners, permanente deeltydse toonbankbediendes, deeltydse teaterkelners en deeltydse teater-toonbankbediendes 'n bedrag van 2s. (twee sjelings) per maand aftrek; en van die besoldiging van elkeen van sy arbeiders, nagwagte en kombuisbediendes, 'n bedrag van 3d. (drie pennies) per maand.

By die bedrae wat aldus afgetrek is, moet die werkgewer ten opsigte van elke werknemer (uitgesonderd arbeiders, nagwagte en kombuisbediendes) van wie se besoldiging die bogenoemde bedrae afgetrek is, 'n bedrag van 4s. (vier sjelings) per maand byvoeg.

By die bedrae wat afgetrek is van die besoldiging van elkeen van sy arbeiders, nagwagte en kombuisbediendes, moet die werkgewer 'n soortgelyke bedrag, naamlik drie pennies (3d.) per maand byvoeg.

Die werkgewer moet die hele bedrag elke maand, en nie later as die sewende dag van elke maand nie, aan die Sekretaris van die Raad, Posbus 1256, Pretoria, stuur.

19. TOEPASSING VAN OOREENKOMS.

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

20. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

21. UITWERKING VAN ANDER WETTE.

Niks in hierdie Ooreenkoms kan beskou word dat dit die indiensneming van enige werknemer wie se diens wetlik verbode is, of die diensverrigting deur enige persoon op enige tyd of tye wat wetlik verbode is, magtig nie.

22. VAKVERENIGINGSARBEID.

(a) Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie, tensy sodanige werknemer 'n lid van die vakvereniging is of 'n voorwaardelike lidmaatskapkaart besit, en geen lid van die vakvereniging mag by 'n werkgewer wat nie 'n lid van die werkgewersorganisasie is, diens aanvaar nie; met dien verstande dat dié voorwaarde nie van toepassing is as 'n werknemer of werkgewer, volgens die mening van die Raad, sonder redelike grond lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en hy binne 14 dae die Raad van sodanige weiering in kennis gestel het nie.

For the purpose of this sub-clause any payment which may be due to an employee in terms of clause 9 (Annual Leave) of this Agreement, except payment in respect of annual leave already accrued but not yet granted, in terms of clause 9 (1) 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 or sick leave.

(6) The notice referred to in sub-clause (1) shall take effect from the day on which it is given.

17. EXEMPTIONS.

(1) The Council may grant exemption from any 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 is granted has expired.

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

- (a) the full name of the person concerned;
- (b) provisions of the Agreement from which exemption is granted;
- (c) the condition subject to which such exemption is granted;
- (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, and forward a copy to the Divisional Inspector of Labour, Pretoria.
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

18. EXPENSES OF THE COUNCIL.

For the purposes of meeting the expenses of the Council each employer shall deduct from the earnings of each of his barmen, cashiers, clerical employees, cooks, counterhands, grill-hands, managers, motor vehicle drivers, soda fountain-hands, pantry-hands supervisors, wine stewards, waiters, permanent part-time waiters, permanent part-time counterhands, theatre part-time waiters and theatre part-time counterhands, the sum of 2s. (two shillings) per month; and from each of his labourers, nightwatchmen and kitchenhands, the sum of 3d. (three pence) per month.

To the amounts so deducted, the employer shall, in respect of each employee (other than labourers, nightwatchmen and kitchenhands) from whose earnings the aforementioned deductions have been made, add the sum of 4s. (four shillings) per month.

To the amounts deducted from the earnings of each of his labourers, nightwatchmen and kitchenhands, the employer shall add a like amount, namely, three pence (3d.) per month.

The employer shall then forward the whole amount, month by month, and not later than the seventh day of each month, to the Secretary of the Council, P.O. Box 1256, Pretoria.

19. 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.

20. TRADE UNION REPRESENTATIVES ON 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.

21. EFFECT OF OTHER LAWS.

Nothing in this Agreement shall be deemed to authorize 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.

22. TRADE UNION LABOUR.

(a) No member of the employers' organization shall engage an employee unless such employee is a member of the trade union or holds a provisional card of membership, and no members of the trade union shall accept employment with an employee who is not a member of the employers' organization; provided that this condition shall not apply where an employee or employer has in the opinion of the Council, been refused membership of a party to this Agreement, without reasonable cause, and has notified the Council within 14 days of such refusal.

(b) Die bepalinge van hierdie klousule is nie gedurende die eerste jaar van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande wat hy in die Teekamer-, Restaurant- en Verversingsbedryf begin werk het, weier om op uitnodiging van die vakvereniging lid daarvan te word, die bepalinge van hierdie artikel onmiddellik in werking tree.

(c) Voorts met dien verstande dat hierdie klousule nie van toepassing is nie op die indiensneming in die bedryf van 'n werknemer wat, na die mening van die Minister, goeie rede het om beswaar daarteen te hê om lid van die vakvereniging te word of te bly.

23. LEDEGELD AAN VAKVERENIGINGS.

Elke werkgewer moet van die lone van die vakverenigingslede in sy vaste diens die lopende ledegeld wat aan die vakvereniging verskuldig is, aftrek met die skriftelike toestemming van die werknemer; as 'n vaste werknemer met sy ledegeld aan die vakvereniging agterstallig is, moet sy werkgewer elke maand benevens die werknemer se lopende ledegeld, 'n bedrag ter betaling van sodanige agterstallige geld aftrek; oor sodanige bedrag moet onderling deur die werkgewer en die werknemer ooreengekom word; met dien verstande dat die minimum aftreking in verband met agterstallige gelde, as sodanige agterstallige gelde gelyk is aan, of meer is as, die werknemer se ledegeld vir een maand, minstens die bedrag van sodanige maandelikse ledegeld moet wees; en voorts met dien verstande dat as 'n werknemer die bedrag wat die vakvereniging vir agterstallige gelde eis, in twyfel trek, daar op die werkgewer geen verpligting rus om 'n bedrag vir agterstallige gelde af te trek tot tyd en wyl die agterstallige bedrag skriftelik deur die werknemer erken is nie.

Die werkgewer moet die bedrae wat aldus afgetrek is, voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Posbus 1256, Pretoria, stuur.

24. AGENTE.

Die Raad moet een of meer aangewese persone aanstel as agente om by die toepassing van die bepalinge van hierdie Ooreenkoms te help. 'n Agent kan enige inrigting binnegaan en kan enige werkgewer of werknemer ondervra en kan die loonstate, aantekeninge van tyd gewerk en betaling wat vir oortyd gedoen is, ondersoek, vir die doel om vas te stel of die bepalinge van die Ooreenkoms nagekom word.

Namens die partye op hede die 4de dag van Mei 1959, in Pretoria onderteken.

D. J. MYLONAS,
Voorsitter van die Raad.

C. ROLAND,
Ondervoorsitter van die Raad.

M. M. MCGILLIVRAY,
Sekretaris van die Raad.

AANHANGSEL A.

(Sien klousule 11—Siekteverlof.)

DOKTERSERTIFIKAAT VEREIS KRAGTENS DIE NYWER- HEIDSOORENKOMS VIR DIE TEEKAMER-, RESTAU- RANT- EN VERVERSINGSBEDRYF (PRETORIA).

* Ek

wonende by _____
verklaar hierby dat† _____

onder my mediese behandeling was van† _____
tot _____ en dat hy/sy aan§ _____

ly.

Verder sertifiseer ek dat hy/sy as gevolg daarvan nie in staat is om sy/haar amptelike pligte na te kom nie en ek ag dit noodsaaklik vir die herstel van sy/haar gesondheid dat sy verlof moet geniet van _____ tot _____ vir die doel om _____

Datum _____ Geteken: Mediese Praktisyn.

* Naam en bevoegdheid van mediese praktisyn.

† Naam en werk van pasiënt.

‡ Tydperk.

§ Die aard van die siekte, kwaal of besering moet vir sover moontlik in nie-tegniese bewoording met beknopte besonderhede insake die herkoms, simptome en ernstigheid asook bepaalbare oorsaak aangedui word.

(b) 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 Tearoom, Restaurant and Catering Trade refused any invitation from the trade union to become a member of it, the provision of this section shall immediately come into operation.

(c) Provided further that this clause shall not apply to the employment in the trade of any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the Union.

23. TRADE UNION SUBSCRIPTIONS.

Every employer shall with the written consent of the employee deduct from the wages of members of the trade union in his permanent employ, current subscription fees due to the trade union; where a permanent employee is in arrear with his subscription to the trade union, his employer shall deduct, each month, in addition the employee's current subscription an amount in payment of such arrears, such amount to be mutually agreed upon by the employer and employee; provided that the minimum deduction in respect of arrears shall, if such arrears equal or exceed the employee's subscription for one month, be not less than the amount of such monthly subscription; and provided further that where an employee disputes the amount claimed by the trade union by way of arrears, there shall be no obligation on the employer to deduct any moneys for arrears until such time as the amount of arrears shall be admitted in writing by the employee.

The employer shall forward to the Secretary of the Council, P.O. Box 1256, Pretoria, the amounts so deducted not later than the seventh day of each month.

24. 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 the Agreement are being observed.

Signed at Pretoria on behalf of the parties this 4th day of May, 1959.

D. J. MYLONAS,
Chairman of the Council.

MRS. C. ROLAND,
Vice-Chairman of the Council.

MISS M. M. MCGILLIVRAY,
Secretary of the Council.

ANNEXURE A TO AGREEMENT.

(Vide Clause 11—Sick Leave.)

MEDICAL CERTIFICATE REQUIRED IN TERMS OF THE INDUSTRIAL AGREEMENT FOR THE TEAROOM, RESTAURANT AND CATERING TRADE (PRETORIA).

* I _____
residing at _____
hereby certify that† _____

has been under my medical treatment from† _____
to _____ and that he/she is suffering
from§ _____

I further certify that he/she is in consequence unable to perform his/her official duties, and I consider it essential for the recovery of his/her health that he/she should have leave from _____ to _____ for the purpose of _____

Signed: Medical Practitioner.

Date _____

* Name and qualification of Medical Practitioner.

† Name and occupation of Patient.

‡ Period.

§ The nature of the illness, disease or injury to be stated as far as possible in non-technical terms with concise particulars as to history, symptoms and severity and ascertainable cause.

AANHANGSEL B—[Sien Klousule 8 (2)—Tyd- en Loonregisters en Presensieregisters].
ANNEXURE B—[Vide Clause 8 (2)—Time and Wage Registers and Attendance Registers].

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.
WET OP WINKELS EN KANTORE, 1939.

ATTENDANCE REGISTER.
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.		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 werk-gewer. By Employer. As werknemer afwesig is, redes vir sy afwesigheid (moet deur werk-gewer onderteken word.) If Employee absent, reasons for his absence (to be signed by Employer.)	Deur inspekteur. By Inspector.
Maand/Month.															
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 hoofe „Af” en „Op” in die kolom wat op „pouses” betrekking het, voeg in hoe laat poues begin en hoe laat werk hervat word. Ingevolge artikel 4 (7) van die Wet word dit beskou dat ’n werknemer werk gedurende enige poue in sy werk as die werknemer nie vry is om die winkel of kantoor vir die hele poue 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.