



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

Vol. I.]

PRYS 5c.

PRETORIA, 30 JUNIE 1961.
30 JUNE

PRICE 5c.

[No. 28.]

GOEWERMENTSKENNISGEWING**DEPARTEMENT VAN ARBEID.**

No. 170.]

[30 Junie 1961.]

WET OP NYWERHEIDSVERSOENING, 1956.

TEEKAMER-, RESTAURANT- EN VERVERSINGS-
BEDRYF, PRETORIA.Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
versoening, 1956, dat al die bepalings van die
Ooreenkoms wat in die Bylae hiervan verskyn en
op die Teekamer-, Restaurant- en Verversings-
bedryf betrekking het, vanaf die tweede Maandag
na die datum van publikasie van hierdie kennis-
gewing en vir die tydperk wat twee jaar vanaf
genoemde tweede Maandag eindig, bindend is vir
die werkgewersorganisasie en die vakvereniging wat
genoemde Ooreenkoms aangegaan het en vir die
werkgewers en werknemers wat lede van daardie
organisasie of daardie vereniging is;
- (b) kragtens 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 en 23
van genoemde Ooreenkoms, vanaf die tweede
Maandag na die datum van publikasie van hierdie
kennisgewing en vir die tydperk wat twee jaar
vanaf genoemde tweede Maandag eindig, bindend
is vir alle ander werkgewers en werknemers as
dié vermeld in paragraaf (a) van hierdie kennis-
gewing, wat betrokke is by of in diens is in
genoemde Nywerheid 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
twee jaar vanaf genoemde tweede Maandag eindig,
in die landdrosdistrik Pretoria *mutatis mutandis*
bindend is vir alle Naturelle in diens in genoemde
Nywerheid by dié werkgewers vir wie engeen van
sodanige bepalings ten opsigte van werknemers
bindend is en vir daardie werkgewers ten opsigte
van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.**GOVERNMENT NOTICE.****DEPARTMENT OF LABOUR.**

No. 170.]

[30 June 1961.]

INDUSTRIAL CONCILIATION ACT, 1956.

TEAROOM, RESTAURANT AND CATERING
TRADE, PRETORIA.On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, 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 two years from
the said second Monday, upon the employers
organisation and the trade union which entered
into the said Agreement and upon the employers
and employees who are members of that organiza-
tion or that union; and
- (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 and 23 of the said Agreement
shall be binding from the second Monday after
the date of publication of this notice and for the
period ending two years from the said second Mon-
day upon all employers and employees other than
those referred to in paragraph (a) of this notice
engaged or employed in the said Industry 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 two
years 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 Industry 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.

M. VILJOEN,
Deputy-Minister of Labour

BYLAE.

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

OOREENKOMS

gevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en 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), in die ander kant,

at die partye is by die Nywerheidsraad vir die Teekamer-, restaurant- en Verversingsbedryf, Pretoria.

1. TOEPASSINGSBESTEK 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 de van die werkgewersorganisasie en die vakvereniging is en vir die lere in hierdie Ooreenkoms voorgeskryf 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 twee jaar of vir die tydperk at hy bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word in die Wet op Nywerheidsversoening, 1956, omskryf is, het die selfde betekenis as in daardie Wet, enige vermelding van 'n Wet betref enige wysiging van sodanige Wet, en tensy die teenooregestelde bedoeling blyk, omvat woorde wat die manlike geslag indui, ook vroue; voorts, tensy dit strydig met die samehang, beteken—

- „Wet” die Wet op Nywerheidsversoening, 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;
- „keteibediener”, '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 werkgewer in diens;
- „klerklike werknemer”, 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk, tikwerk of 'n 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 ander werknemer as 'n roosterbediende wat vleis en/of vis en/of groente vir maaltye kook en/of braai en/of bak en/of voorberei en omvat sulke ander kosware as wat gewoonlik by die verskaffing van verversings gebruik word;
- „kok, graad I”, 'n kok met minstens drie jaar ondervinding en wat vir die werknemers in die kombuis van 'n bedryfsinrigting 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 drie 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 ander werknemer as 'n kroegman of kassier werksaam by of wat beheer het oor 'n toonbank, hetsy beweegbaar of onbeweegbaar, in 'n bedryfsinrigting en wat kontant hanteer en goedere verkoop en/of drankie en/of voedsel bedien en/of voorberei;
- „toonbankbediende, gekwalifiseer”, 'n toonbankbediende met minstens 12 maande ondervinding;
- „toonbankbediende, ongekwalifiseer”, 'n toonbankbediende met minder as 12 maande ondervinding;

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' organization and the trade union, and for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for two years 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 12 months' experience;

“clerical employee, unqualified,” means a clerical employee who has had less than 12 months' experience;

“cook or chef” means an employee other than a griller or grill-hand engaged in the cooking and/or roasting and/or baking and/or preparation of meat and/or fish and/or vegetables for meals and shall include such other articles of food ordinarily used in catering;

“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 12 months' experience;

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

“counterhand” means an employee other than a barman or cashier engaged on or in charge of a counter, whether movable or immovable, in an establishment, and who handles cash and sells goods and/or serves and/or prepares liquid refreshments and/or food;

“counterhand, qualified,” means a counterhand who has had not less than 12 months' experience;

“counterhand, unqualified,” means a counterhand who has had less than 12 months' experience;

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

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

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

„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 van onderskeidelik '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 van onderskeidelik '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 in diens vir die kook van kerrie- en/of dergelike geregte en/of die bak van vis en/of aartappelskyfies en/of wafels en/of die maak van springmielies en/of toebroodjies en/of vetkoekies en/of viskoekies en/of die kook van groente en/of wors en/of boerewors en/of die maak van roosterbrood en wat daarbenewens slaai kan maak en/of 'n roomyskeper hanteer en/of braaigeregte maak en/of kerrie en rys opskep en/of eiers en/of melk kook en/of tee en/of dergelike drankke 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 drankke 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, toebroodjies, kosmandjies of goedere te voet of met 'n fiets, driewieler of handvoertuig aflewer;

(d) pluimvee pluk; groente of vrugte afskil; 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 omskryf in artikel honderd vyf-en-sewentig van die Drankwet, 1928;

„bestuurder”, 'n werknemer wat beheer het oor 'n bedryfsinrigting waarin minstens vyf werknemers in diens is;

„militêre opleiding” enige ononderbroke opleiding wat 'n werknemer verplig is om, ingevolge artikel een-en-twintig (1), gelees met subartikel (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, te ondergaan, maar omvat nie enige opleiding wat hy verkies om kragtens artikel drie-en-twintig van genoemde Wet te ondergaan nie of enige opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„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;

„day” means in relation to an employee, a period of 24 consecutive hours commencing either from noon or midnight;

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

„establishment” means any place in or in connection with which one or more persons are employed in the Tearoom, Restaurant and Catering Trade;

„experience” means—

(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 or griller” means an employee engaged in the cooking of curry and/or similar dishes and/or frying fish and/or chips and/or waffles and/or making popcorn and/or sandwiches and/or fat cookies and/or fish cakes and/or cooking vegetables and/or sausages and/or boerewors and/or making toast and/or who may in addition make salads and/or operate an ice-cream dispenser and/or making grills and/or dishing out curry and rice and/or cook eggs and/or milk and/or make tea and/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;

„military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any training or service for which he volunteers or which he elects to undergo;

„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;

„motorvoertuigdrywer”, ’n werknemer wat uitsluitlik of hoofsaaklik ’n motorvoertuig dryf of ander werk in verband met die voertuig of die vrag 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 konfytpotte en peper- en soutstelletjies volmaak, beheer uitoeven oor breekgoed, tafelgerei, glasware, tafellene en spensbenodigdhede; wasmasjiens 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 werkdagbestek van agt uur in enige tydperk van 24 uur;

„spesiale funksie”, ’n onthaal soos bv. ’n dinee, dans of ontvangs by geleentheid van ’n sosiale gebeurtenis of om ’n geleentheid te vier;

„werknemer vir spesiale funksies”, ’n werknemer per uur in diens vir spesiale funksies;

„werkdagbestek”, die tydperk gedurende ’n dag vanaf die tyd-
stip 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 bedryfsinrigting berei en/of kook;

„toesighouer”, ’n werknemer wat uitsluitlik of hoofsaaklik, klante se sitplekke aanwys en toesig hou oor die bediening van klante in ’n bedryfsinrigting en wat in beheer kan wees van ’n bedryfsinrigting waarin minder as vyf werknemers in diens is;

„sodapompbediende”, ’n werknemer, uitgesonderd ’n spensbediende, wat uitsluitlik of hoofsaaklik werk verrig in verband met die voorbereiding, meng en bediening van warm en koue drank 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 werksaamhede verrig wat ingevolge sodanige lisensie gemagtig is; en ingeval genoemde werkgewer ook 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 toepassing van hierdie Ooreenkoms sluit dit werkgewers en hul werknemers uit in gevalle waarin—

’n Naturelle-eethuislisensie; of

’n bakkers- en banketbakkerslisensie

gehou word en waar die lisensiehouer geen tafelgeriewe vir die bediening van verversings aan die publiek verskaf nie;

„deeltydse teatertoonbankbediende” of „deeltydse 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 deeltydse teatertoonbankbediende of ’n deeltydse teaterkelner, wat gedurende die tydperk van ’n vertoning in ’n teater verversings verkoop;

„verkoper”, ’n werknemer wat van ’n driewieler, fiets, stootkar of wa of op enige ander wyse aan die publiek verkoop buite die perseel van ’n bedryfsinrigting en omvat ’n werknemer wat bestellings werf;

„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, slaai, toebröodjies, geroosterde brood, tee of dergelike drankie maak, en omvat ’n spensbediende en ’n toebröodjiemaker;

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

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

„weeklikse 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 indpiling van ’n werknemer om sy hoofberoep kragtens hierdie Ooreenkoms te bepaal, word hy geag tot daardie klas te behoort waarin hy uitsluitlik of hoofsaaklik in diens is.

„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 24 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;

„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 12 months’ experience;

„soda fountain-hand, unqualified,” means a soda fountain-hand who has had less than 12 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 Licences 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 purpose 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;

„vendor” means an employee selling from a tricycle, bicycle, trolley or wagon or by any other means, to the public outside the premises of an establishment and includes one who touts for orders;

„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 12 months’ experience;

„waiter, unqualified,” means a waiter who has had less than 12 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 12 months’ experience;

„wine steward, unqualified,” means a wine steward who has had less than 12 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. BESOLDIGING.

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

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:—

Klas werknemer.	Lone per maand.		
	£	s. d.	R c.
(A) Voltydse werknemers.	23	16 8	47.67
Kroegman gekwalifiseer.....			
Kroegman, ongekwalifiseer—	15	0 1	30.01
gedurende eerste twee jaar ondervinding.....	17	14 8	35.47
gedurende derde jaar ondervinding.....	21	13 4	43.23
gedurende vierde jaar ondervinding.....	13	7 9	26.77½
Kassier, gekwalifiseer.....	11	18 4	23.83
Kassier, ongekwalifiseer.....	13	7 9	26.77½
Klerklike werknemer, gekwalifiseer.....	11	18 4	23.83
Klerklike werknemer, ongekwalifiseer.....	13	0 0	26.00
Kok, graad I.....	10	16 8	21.67
Kok, graad II, gekwalifiseer.....			
Kok, graad II, ongekwalifiseer—	8	19 10	17.98
gedurende eerste ses maande ondervinding.....	10	0 5	20.04
gedurende tweede ses maande ondervinding.....	10	7 6	20.75
Roosterbediende, gekwalifiseer.....	8	5 11	16.59
Roosterbediende, ongekwalifiseer.....	5	15 11	11.59
Kombuisbediende.....	5	3 8	10.37
Arbeider.....	25	5 4	50.53
Bestuurder.....	15	3 4	30.33
Motorvoertuigdrywer.....	5	15 11	11.59
Nagwag.....	11	18 4	23.83
Spensbediende, gekwalifiseer.....	10	16 9	21.67½
Spensbediende, ongekwalifiseer.....	16	0 5	32.50
Toesighouer.....	11	18 4	23.83
Wynkelner, gekwalifiseer.....	10	16 9	21.67½
Wynkelner, ongekwalifiseer.....	11	18 4	23.83
Kelner, gekwalifiseer.....	10	16 9	21.67½
Kelner, ongekwalifiseer.....	11	18 4	23.83
Sodapompbediende, gekwalifiseer.....	10	16 9	21.67½
Sodapompbediende, ongekwalifiseer.....	13	7 9	26.77½
Toonbankbediende, gekwalifiseer.....	11	18 4	23.83
Toonbankbediende, ongekwalifiseer.....	10	16 9	21.67½
Verkoper.....			

Werknemer vir spesiale funksies.

Per uur vir die eerste twee uur.	Voor middernag.		Na middernag.	
	Per uur vir elke uur bo twee uur.		Per uur.	
	s. d.	R c.	s. d.	R c.
	2 6	0.25	2 0	0.20

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

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.	R c.	£ s. d.	R c.	s. d.	R c.
(B) Los werknemers.						
Kroegman.....	15 8	1.57	1 0 10	2.08	5 0	0.50
Kok.....	16 6	1.65	1 1 0	2.10	4 0	0.40
Kelner.....	8 3	0.82½	0 12 0	1.20	3 0	0.30
Kassier—						
Manlik.....	15 0	1.50	1 5 0	2.50	6 6	0.65
Vroulik.....	12 6	1.25	1 0 0	2.00	3 0	0.30
Klerklike werknemer.....	8 3	0.82½	0 12 6	1.25	2 6	0.25
Toonbankbediende.....	8 3	0.82½	0 12 6	1.25	2 6	0.25
Bestuurder.....	16 2	1.62	1 5 0	2.50	7 6	0.75
Motorvoertuigdrywer.....	11 8	1.17	0 15 7	1.56	5 0	0.50
Toesighouer.....	12 6	1.25	1 0 0	2.00	6 6	0.65
Wynkelner.....	8 3	0.82½	0 12 6	1.25	2 6	0.25
Spensbediende.....	8 3	0.82½	0 12 6	1.25	2 6	0.25
Alle ander los werknemers, uitgesonder arbeiders, nie elders hier genoem nie.....	7 0	0.70	0 10 0	1.00	2 0	0.20
Arbeiders—						
Vir agt uur diens, of minder.....	—	—	0 5 4	0.53	—	—
Vir elke uur of gedeelte van 'n uur diens bo agt uur..	—	—	0 1 2	0.12	—	—

(C) Deeltydse werknemers.	Lone per maand.		
	£	s. d.	R c.
Deeltydse kelner.....	9	10 1	19.01
Deeltydse teatertoonbankbediende.....	8	0 11	16.09
Deeltydse teaterkelner.....	6	10 0	13.00
Deeltydse teaterverkoper.....	6	0 5	12.04

Class of Employee.	Wages per Month.		
	£	s. d.	R c
(A) Full-time employees.			
Barman, qualified.....	23	16 8	47.67
Barman, unqualified—			
during first two years of experience.....	15	0 1	30.01
during third year of experience.....	17	14 8	35.47
during fourth year of experience.....	21	13 4	43.23
Counterhand, qualified.....	13	7 9	26.77½
Counterhand, unqualified.....	11	18 4	23.83
Clerical employee, qualified.....	13	7 9	26.77½
Clerical employee, unqualified.....	11	18 4	23.83
Cashier, qualified.....	13	7 9	26.77½
Cashier, unqualified.....	11	18 4	23.83
Cook, first grade.....	13	0 0	26.00
Cook, second grade, qualified.....	10	16 8	21.67
Cook, second grade, unqualified—			
during first six months of experience.....	8	19 10	17.98
during second six months of experience.....	10	0 5	20.04
Grill-hand, qualified.....	10	7 6	20.75
Grill-hand, unqualified.....	8	5 11	16.59
Nightwatchman.....	5	15 11	11.59
Kitchenhand.....	5	15 11	11.59
Labourer.....	5	3 8	10.37
Manager.....	25	5 4	50.53
Motor vehicle driver.....	15	3 4	30.33
Pantryhand, qualified.....	11	18 4	23.83
Pantryhand, unqualified.....	10	16 9	21.67½
Supervisor.....	16	0 5	32.50
Soda-fountain hand, qualified.....	11	18 4	23.83
Soda-fountain hand, unqualified.....	10	16 9	21.67½
Vendor.....	10	16 9	21.67½
Waiter, qualified.....	11	18 4	23.83
Waiter, unqualified.....	10	16 9	21.67½
Wine steward, qualified.....	11	18 4	23.83
Wine steward, unqualified.....	10	16 9	21.67½

Special function employee.

Per Hour for the First Two Hours.	Before Midnight.		After Midnight.	
	s. d.	R c	s. d.	R c
	2 6	0.25	2 0	0.20

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

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.		
ees.	s. d.	R c	£	s. d.	R c	s. d.	R c
.....	15 8	1.57	1 0 10	2.08	5 0	0.50	
.....	16 6	1.65	1 1 0	2.10	4 0	0.40	
.....	8 3	0.82½	12 0	1.20	3 0	0.30	
.....	15 0	1.50	1 5 0	2.50	6 6	0.65	
.....	12 6	1.25	1 0 0	2.00	3 0	0.30	
Employee.....	8 3	0.82½	12 6	1.25	2 6	0.25	
.....	8 3	0.82½	12 6	1.25	2 6	0.25	
.....	16 2	1.62	1 5 0	2.50	7 6	0.75	
Motor driver.....	11 8	1.17	15 7	1.56	5 0	0.50	
.....	12 6	1.25	1 0 0	2.00	6 6	0.65	
.....	8 3	0.82½	12 6	1.25	2 6	0.25	
.....	8 3	0.82½	12 6	1.25	2 6	0.25	
.....	7 0	0.70	10 0	1.00	2 0	0.20	
.....	—	—	5 4	0.53	—	—	
.....	—	—	1 2	0.12	—	—	

(C) Part-time employees.

	Wages per Month.		
	£	s. d.	R c
Part-time waiter.....	9	10 1	19.01
Theatre part-time counterhand.....	8	0 11	16.09
Theatre part-time waiter.....	6	10 0	13.00
Theatre part-time vendor.....	6	0 5	12.04

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule word 'n werknemer 'n weeklikse werknemer geag te wees, tensy y binne die woordoms krywing van „los werknemer” of „werk-
nemer vir spesiale funksies” val en behoudens die bepalings van
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
laardie week die maksimum getal gewone ure, in klousule 7 (2)
in 'n week voorgeskryf, of minder gewerk het.

(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 func-
tion 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) *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 bepalings 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 besoldigde 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 skaal van $4\frac{1}{3}$ 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 dié 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 Oorlogsmaatregel No. 43 van 1942, soos gewysig.

6. BETALING VAN BESOLDIGING.

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

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

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

(4) *Etes en huisvesting*.—Elke werknemer is geregtig om etes wat binne sy werkure val, kosteloos te ontvang, bo en behalwe die lone vir sodanige werknemer vasgestel. As sodanige etes nie verskaf word of deur die werknemer aanvaar word nie, moet 'n toelae van vyf-en-twintig sent (25c) per ete in plaas daarvan, aan alle werknemers, uitgesonderd arbeiders, betaal word. 'n Los arbeider moet twaalf-en-'n-half sent (12½c) per ete ontvang as sodanige etes nie verskaf of deur die werknemer aangeneem word nie. 'n Voltydse arbeider moet etes en huisvesting ontvang, bo en behalwe die lone wat vir hierdie klas werknemer voorgeskryf is. As etes en huisvesting nie aan 'n voltydse arbeider verskaf of deur hom aangeneem word nie, moet die werkgewer hom in plaas van etes minstens een rand vyf-en-twintig sent (R1.25) per week en in plaas van huisvesting drie-en-twintig sent (23c) per week betaal.

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

- Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse;
- behoudens die bepalings van 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 'n bedrag wat die werkgewer kragtens 'n wetregel of 'n bevel van 'n bevoegde hof verplig of toegestaan word om af te trek;
- behoudens die bepalings van subklousule (3), met die skriftelike toestemming van die werknemer, 'n aftrekking van enige bedrag aan 'n werkgewer 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 werkgewer 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.

(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 thereof, 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 $4\frac{1}{3}$ 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) *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 twenty-five cents (25c) per meal shall be paid to all employees other than labourers in lieu thereof. A casual labourer shall receive twelve and a half cents (12½c) 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 one Rand twenty-five cents (R1.25) per week in lieu of board and twenty-three cents (23c) 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 a statutory 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 the 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 the 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. 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 as die volgende wees nie:—
- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer of deeltydse werknemer, kombuisbediende, 'n arbeider en 'n motorvoertuigdrywer—
- (i) 46 in 'n week;
- (ii) agt en een sesde per dag op vyf dae in 'n week en vyf en een sesde op die orige dag;
- (b) in die geval van 'n kombuisbediende, 'n arbeider en 'n motorvoertuigdrywer—
- (i) 50 in 'n week;
- (ii) nege op 'n dag op vyf dae in 'n week en vyf op die orige dag;
- (c) in die geval van 'n los werknemer, agt op 'n dag;
- (d) 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:—
- (a) Nege uur in 'n week;
- (b) drie uur op 'n dag;
- (c) 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 kan 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:—
- (a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, kombuisbediende, arbeider en motorvoertuigdrywer, 1½ maal die weekloon bereken teen die loon wat die werknemer ontvang, gedeel deur 46, vir elke uur of gedeelte van 'n uur aldus gewerk;
- (b) in die geval van 'n kombuisbediende, arbeider en motorvoertuigdrywer, uitgesonderd 'n los werknemer, 1½ maal die weekloon bereken teen die loon wat die werknemer ontvang, 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 bereken teen die loon wat die werknemer ontvang, 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 bereken teen die loon wat die werknemer ontvang, gedeel deur 50 vir elke uur of gedeelte van 'n uur aldus gewerk.
- (7) *Werkdagbestek.*—Die gewone werkure en alle oortyd van 'n werknemer moet voltooi word en alle etenstye moet inbegrepe wees in 'n werkdagbestek 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) *Voorbehoudsbepalings.*—Die bepalinge van hierdie klousule s' nie op 'n werknemer wat noodwerk verrig, 'n nagwag, 'n bestuurder of 'n assistent-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;
- beroep;
- daaglikse ure gewerk;
- basiese loon;
- lewenskostetoelae;
- totale bruto loon;
- gemagtigde aftrekkings;
- netto totaal betaal;
- handtekening van werknemer as ontvangsbewys.

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—
- (a) in the case of an employee other than a casual or part-time employee, kitchen-hand, a labourer and a motor vehicle driver—
- (i) 46 in any week;
- (ii) eight and one-sixth per day on five days in any week and five and one-sixth on the remaining day;
- (b) in the case of a kitchen-hand, a labourer and a motor vehicle driver—
- (i) 50 in any week;
- (ii) nine per day on five days in any week and five on remaining day;
- (c) in the case of a casual employee, eight in any day;
- (d) 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—
- (a) nine hours in any week;
- (b) three hours in any day;
- (c) 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—
- (a) in the case of an employee other than a casual employee, kitchen-hand, labourer and motor vehicle driver 1½ times the weekly wage calculated at the wage the employee is receiving divided by 46 for each hour or part of an hour so worked;
- (b) in the case of a kitchen-hand, labourer and motor vehicle driver other than a casual employee, 1½ times the weekly wage calculated at the wage the employee is receiving 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 calculated at the wage the employee is receiving 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 calculated at the wage the employee is receiving 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, 12 consecutive hours;
- (b) in the case of a kitchen-hand and labourer, 14 consecutive hours.
- (8) *Savings.*—The provisions of this clause shall not apply to an employee engaged in emergency work, a night-watchman, a manager or an assistant 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;
- net-total paid;
- signature of employee as receipt.

(2) Dit is elke werkgever se plig om in sy bedryfsinrigting een of meer presensieregisters te verskaf, soos voorgeskryf in Aanhangsel „B” van hierdie Ooreenkoms, waarin voorsiening gemaak word vir die inkrywings wat daar van ’n werknemer, uitgesonderd bestuurders en ongeskoolde werknemers vereis word om te maak; met dien verstande dat ’n werkgever in plaas van sulke presensieregisters, ’n halfoutomatiese tydregistreertoestel met die nodige kaarte kan verskaf 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 die bepalings van paragraaf (c) van die voorbehoudsbepalings by klousule 10, is ’n werknemer, uitgesonderd ’n los werknemer, ’n werknemer vir spesiale funksies en ’n teaterverkoop geregtig op, en moet twee agtereenvolgende weke verlof toegestaan word met volle besoldiging ten opsigte van die eerste volle diensjaar by dieselfde werkgever en geregtig op drie agtereenvolgende weke afwesigheidsverlof met volle besoldiging vir elke daaropvolgende diensjaar by dieselfde werkgever.

(2) Die verlof in subklousule (1) genoem, moet toegestaan word op ’n tydstip 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 drie maande na voltooiing van die betrokke diensjaar te begin;
- (ii) die tydperk van sodanige verlof nie mag saamval met ’n tydperk wanneer die werknemer militêre opleiding moet ondergaan 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 skriftlike versoek aan hom toegestaan is.

(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 die bepalings van die vierde voorbehoudsbepaling by subklousule (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 ingevolge 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 word die uitdrukking „diens” geag enige tydperk of tydperke te omvat waarin ’n werknemer—

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

wat altesame hoogstens tien weke in ’n jaar beloop ten opsigte van items (i), (iii) en (iv), plus enige tydperk van militêre opleiding in dié jaar ondergaan; 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 word „diens”, na gelang van die jongste datum, geag te 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 besoldiging geregtig geword het.

(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 recorder 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 weeks’ 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 three months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any period during which the employee is required to undergo military training;
- (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) 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 military training;
- (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 an year in respect of items (i), (iii) and (iv), plus any period of military training undergone in that year; provided that if in an year the period of training under the Defence Act, 1957, of an employee is less than 30 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. OPENBARE VAKANSIEDAE.

'n Werknemer, uitgesonderd 'n los werknemer, teaterverkoper, werknemer vir spesiale funksies en 'n nagwag, is geregtig op verlof met volle besoldiging, 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 afwesigheidsverlof met volle besoldiging toegestaan moet word, afgesien van die getal 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 twee 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 Ooreenkoms 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. GETALVERHOUDING.

(1) *Kelners, sodapompbediendes en toonbankbediendes.*—'n Werkgever mag 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, mag hoogstens twee ongekwalifiseerde kelners, sodapompbediendes of toonbankbediendes in diens geneem word.

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

(3) *Kokke, ongekwalifiseer.*—'n Werkgever mag 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, mag hoogstens twee ongekwalifiseerde kokke, graad II, in diens geneem word; vir elke volgende kok, graad I, of gekwalifiseerde kok, graad II, in diens, mag hoogstens een ongekwalifiseerde kok, graad II, in diens geneem word.

(4) *Kroegmanne.*—'n Werkgever mag 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 mag hoogstens een ongekwalifiseerde kroegman in diens geneem word.

(5) *Roosterbediendes.*—In 'n bedryfsinrigting waar geen kok in diens is nie, mag 'n werkgever 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, mag 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 Werkgever 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 bedryfsinrigting waar hy aldus werksaam is, as onderskeidelik '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 bedryfsinrigting twee of meer werkgevers aldus werksaam is, slegs een van hulle as 'n gekwalifiseerde werknemer gereken kan word.

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 14 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 receipt 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 two unqualified waiters, soda fountain-hands or counterhands 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) *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) *Barmen.*—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.

'n Werkgewer wat van sy werknemer vereis om 'n uniform, oorpak, wasbare baadjie, 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, wasbare baadjie, pet of voorskoot.

14. DIENSSERTIFIKAAT.

'n Werkgewer moet by diensbeëindiging van enigeen 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. BEËINDIGING VAN DIENSKONTRAK.

(1) Behoudens—

- die reg van 'n werkgewer of 'n werknemer om 'n kontrak sonder kennisgewing te beëindig om 'n rede wat wetlik as voldoende beskou word;
- die bepalinge van enige skriftelike 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—

- 24 uur gedurende die eerste twee maande diens;
- 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:—

- 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, wat die werknemer ontvang het ten tyde van sy diensbeëindiging;
- in die geval van 'n werknemer genoem in subklousule (1) (ii) van hierdie klousule, 'n bedrag gelyk aan een week se besoldiging teen die skaal wat die werknemer ontvang het ten tyde van sy diensbeëindiging.

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

Vir die toepassing van hierdie subklousule moet enige besoldiging wat ingevolge klousule 9 (Jaarlikse Verlof) van hierdie Ooreenkoms aan 'n werknemer verskuldig is, uitgesonderd besoldiging ten opsigte van jaarlikse verlof wat reeds opgehoop het maar nog nie toegestaan is nie, kragtens klousule 9 (1) ook as 'n voordeel in die loop van die oploping 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 of enige tydperk van militêre opleiding 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 enigeen van die bepalinge 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 vrystellingsertifikaat kan intrek, hetsy die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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 15 years.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Subject to—

- 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;
- 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—

- 24 hours during the first two months of employment;
- 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—

- 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 which the employee was receiving at the time of termination of his service;
- 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 at the rate the employee was receiving at the time of termination of his service.

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

For the 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, or any period of military training.

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

- (a) die volle naam van die betrokke persoon;
- (b) bepalinge 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 nommer;
- (b) 'n afskrif van elke uitgereikte sertifikaat hou, en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Pretoria, stuur;
- (c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat 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 roegmanne, kassiers, klerklike werknemers, koks, toonbankbediendes, roosterbediendes, verkopers, bestuurders, motorvoertuigdrywers, sodapompbediendes, spensbediendes, toesighouers, vynkelners, kelners, permanente deeltydse kelners, permanente leeltydse toonbankbediendes, deeltydse teaterkelners en deeltydse eatoroonbankbediendes 'n bedrag van 20c (twintig sent) per naand aftrek; en van die besoldiging van elkeen van sy arbeiders, nagwagte en kombuisbediendes, 'n bedrag van 2c (twee sent) per naand.

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 40c (veertig sent) 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 3c (drie sent) 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 bepalinge 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 word geag die indiensneming van nige werknemer wie se diens wetlik verbode is, of die dienserrigting deur enige persoon op enige tyd of tye wat wetlik verbode is, te magtig nie.

22. VAKVERENIGINGARBEID.

(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 rond lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en hy binne 14 dae die Raad van sodanige weiering in kennis stel het nie.

(b) Die bepalinge van hierdie klousule is nie op 'n immigrant van toepassing gedurende die eerste jaar vanaf die datum van y binnekoms in die Republiek van Suid-Afrika 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 klousule 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 te swaar daarteen te hê om lid van die vakvereniging te word of e. bly.

(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, vendors, managers, motor vehicle drivers, soda fountain-hands, pantryhands, supervisors, wine stewards, waiters, permanent part-time waiters, permanent part-time counterhands, theatre part-time waiters and theatre part-time counterhands, the sum of 20c (twenty cents) per month; and from each of his labourers, night-watchmen and kitchen-hands, the sum of 2c (two cents) per month.

To the amounts so deducted, the employer shall, in respect of each employee (other than labourers, nightwatchmen and kitchen-hands) from whose earnings the aforementioned deductions have been made, add the sum of 40c (forty cents) per month.

To the amounts deducted from the earnings of each of his labourers, nightwatchmen and kitchen-hands, the employer shall add a like amount, namely 3c (three cents) 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 employer 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) 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. LEDEGELD AAN VAKVERENIGINGS.

Elke werkgewer moet die lopende ledegeld wat aan die vakvereniging verskuldig is, met die skriftelike toestemming van die werknemer van die lone van die vakvereniginglede in sy vaste diens aftrek, as 'n vaste werknemer met sy ledegeld aan die vakvereniging agterstallig is, moet sy werkgewer elke maand benewens 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 aftrekking 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 bepalings van hierdie Ooreenkoms te help. 'n Agent kan enige bedryfsinrigting 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 bepalings van die Ooreenkoms nagekom word.

Namens die partye op hede die 22ste dag van September 1960 in Pretoria onderteken.

D. J. MYLONAS,
Voorsitter van die Raad.

C. ROLAND,
Ondervoorsitter van die Raad.

M. M. MCGILLIVRAY,
Sekretaris van die Raad.

As getuies:

- (1) C. CALOGERO.
- (2) A. EVANGELOU.
- (3) E. A. PIETERSE.

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 the parties this 22nd Day of September, 1960.

D. J. MYLONAS,
Chairman of the Council.

C. ROLAND,
Vice-Chairman of the Council.

M. M. MCGILLIVRAY,
Secretary of the Council.

As witnesses:—

- (1) C. CALOGERO.
- (2) A. EVANGELOU.
- (3) E. A. PIETERSE.

AANHANGSEL A.

(Sien klousule 11—Siekteverlof.)

DOKTERSERTIFIKAAT VEREIS KRAGTENS DIE NYWERHEIDSOOREENKOMS VIR DIE TEEKAMER-, RESTAURANT- EN VERVERSINGSBEDRYF (PRETORIA).

* Ek _____ wat woon by _____
verklaar hierby dat _____
onder my mediese behandeling was van _____ tot _____ en dat hy/sy aan _____

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 hy/sy verlof moet geniet van _____ tot _____ vir die doel om _____

Datum _____

Geteken: Mediese Praktisyn.

* Naam en bevoegdheid van mediese praktisyn.

† Naam en beroep 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.

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 historical 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.	Aanvangstyd van werk. Time of commencing Work.	Werkpouses. Intervals of Work.				Op-houdtyd van werk. Time of finishing Work.	Verlengde ure gewerk. Increased Hours Worked.		Totale getal ure gewerk. Total Number of Hours Worked.		Deur werknemer. By Employee.	Deur werkgever. By Employer. As werknemer afwesig is, redes vir sy afwesigheid (moet deur werkgever onderteken word.) If Employee absent, reasons for his absence (to be signed by Employer.)	Deur inspekteur. By Inspector.
Maand/Month.				Af. Off.	Op. On.	Af. Off.	Op. On.		Op. On.	Af. Off.	Elke dag. Each Day.	Elke week. Each Week.			
Datum. Date.	Dag van die week. Day of Week.														
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															
21															
22															
23															
24															
25															
26															
27															
28															
29															
30															
31															

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

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

Publikasies

wat deur die STAATSDRUKKER uitgegee word,
handel oor 'n verskeidenheid van onderwerpe
wat vir Boere, Prokureurs, Onderwysers,
Besigheidsmense, Nyweraars en die Algemene
Publiek van groot belang is

Hierdie publikasies sluit die volgende in:—

- ★ Offisiële Jaarboek van Suid-Afrika
- ★ Delfstowwe van Suid-Afrika
- ★ Die Afrikaanse Woordeboek
- ★ Blomplante van Afrika
- ★ Argiefjaarboek van Suid-Afrikaanse Geskiedenis
- ★ Handel en Nywerheid (Maandeliks)

Asook

- Geologiese Publikasies
- Wette en Regulasies
- Landkaarte
- Statistiese Verslae
- Loonvasstellings
- Gekose Komitee Verslae
- Departementele Verslae (Jaarliks)
- Kommissie Verslae, ens.

Verdere besonderhede en pryse aangaande hierdie publikasies is verkrygbaar van die STAATSDRUKKER, Pretoria of Kaapstad

Publications

issued by the GOVERNMENT PRINTER deal with
various subjects of great interest to Businessmen,
Industrialists, Farmers, Attorneys, Teachers and
the Public in General

These publications include the following:—

- ★ Official Year Book of South Africa
- ★ Mineral Resources of South Africa
- ★ Die Afrikaanse Woordeboek
- ★ Flowering Plants of Africa
- ★ Archives Year Book for South African History
- ★ Commerce and Industry (Monthly)

Also

- Geological Publications
- Acts and Regulations
- Maps
- Statistical Reports
- Wage Determinations
- Reports of Select Committees
- Departmental Reports (Annual)
- Commission Reports, etc.

Further particulars regarding these publications and prices are obtainable from the GOVERNMENT PRINTER, Pretoria or Cape Town

INVOERDERS UITVOERDERS NYWERAARS

teken in op



„HANDEL EN NYWERHEID”

*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENGELD: In die Republiek van S.A., Suidwes-Afrika, Betsjoeanaland-Protectoraat, Swasieland, Basoetoland, die Federasie van Rhodesië en Njassaland, Mosambiek, Angola, die Republieke Kongo, Tanganjika, Kenja en Uganda teen R0.05 per eksemplaar, of teen R0.50 per jaar (R0.75 elders) vooruitbetaalbaar aan die Staatsdrukker, Pretoria

VERSKYN IN ALBIE AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in Suid-Afrika, die jongste departementele inligting oor afsetmoontlikhede vir Suid-Afrikaanse produkte in lande waar Suid-Afrika oorsese handelsverteenwoordigers het, lysste van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in Suid-Afrika, die jongste aspekte van prys- en voorradebeheer, en artikels van 'n algemene aard oor die handel en nywerheid

IMPORTERS EXPORTERS INDUSTRIALISTS

subscribe to



“COMMERCE & INDUSTRY”

*The monthly Journal
of the Department of Commerce and Industries*

This Journal embodies *inter alia* a monthly economic review (with statistics) of business and industrial conditions in South Africa, the latest Departmental information on market possibilities for South African products in countries at present covered by South Africa's Overseas Trade Representatives, lists of trade enquiries, items of industrial activity in South Africa, the latest information on price and commodity control, and articles of a general nature in connection with commerce and industry

SUBSCRIPTION: In the Republic of S.A., S.W.A., Bechuanaland Protectorate, Swaziland, Basutoland, the Federation of Rhodesia and Nyasaland, Moçambique, Angola, the Republics of the Congo, Tanganyika, Kenya and Uganda — R0.05 per copy or R0.50 (R0.75 elsewhere) per annum, payable in advance to the Government Printer, Pretoria

PUBLISHED IN BOTH OFFICIAL LANGUAGES