

Republiek van Suid-Afrika

Republic of South Africa



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

(REGULASIEKOERANT No. 523)

Prys 10c Price
Oorsee 15c Overseas
POSVRY - POST FREE

(REGULATION GAZETTE No. 523)

VOL. 17.]

PRETORIA, 16 JULIE 1965.
16 JULY

[No. 1183.]

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1071.]

[16 Julie 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.

DRANK- EN VERVERSINGSBEDRYF, DURBAN.

HOOFOOREENKOMS.

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 die bepalings van die Ooreen-
koms wat in die Bylae hiervan verskyn en op die
Drank- en Verversingsbedryf betrekking het, vanaf
die tweede Maandag na die datum van publikasie
van hierdie kennisgewing en vir die tydperk wat
drie jaar vanaf genoemde Maandag eindig, bindend
is vir die werkgewersorganisasie en die vakveren-
iging wat die Ooreenkoms aangegaan het en vir die
werkgewers en werknemers wat lede van genoemde
organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van
artikel *agt-en-veertig* van genoemde Wet dat die
bepalings van die Ooreenkoms, uitgesonderd dié
vervat in klousules 1 (a), 2, 5 (4) (f), 17, 22, 23
en 24, vanaf die tweede Maandag na die datum
van publikasie van hierdie kennisgewing en vir die
tydperk wat drie jaar vanaf genoemde Maandag
eindig, bindend is vir alle ander werkgewers en
werknemers as dié genoem in paragraaf (a) van
hierdie kennisgewing, wat betrokke is by of in
diens is in genoemde Bedryf in die gebied binne
'n straal van 10 myl vanaf die Hoofposkantoor,
Durban, maar binne die landdrosdistrik Durban,
en in daardie gedeeltes van die landdrosdistrikte
Inanda en Pinetown wat binne 'n straal van 11
myl vanaf die Hoofposkantoor, Durban, geleë is;
en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
van die Ooreenkoms, uitgesonderd dié vervat in
klousules 1 (a), 2, 5 (4) (f), 16, 17, 22, 23 en 24,
vanaf die tweede Maandag na die datum van
publikasie van hierdie kennisgewing en vir die
tydperk wat drie jaar vanaf genoemde Maandag
eindig, in die gebied binne 'n straal van 10 myl
vanaf die Hoofposkantoor, Durban, maar binne

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1071.]

[16 July 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.

LIQUOR AND CATERING TRADE, DURBAN.

MAIN AGREEMENT.

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 the provisions of the
Agreement which appears in the Schedule hereto
and which relates to the Liquor and Catering Trade,
shall be binding from the second Monday after the
date of publication of this notice and for the period
ending three years from the said Monday upon
the employers' organisation and the trade union
which entered into the Agreement and upon the
employers and employees who are members of the
said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of
section *forty-eight* of the said Act, declare that
the provisions of the Agreement, excluding those
contained in clauses 1 (a), 2, 5 (4) (f), 17, 22, 23
and 24, shall be binding from the second Monday
after the date of publication of this notice and
for the period ending three years from the said
Monday upon all employers and employees other
than those referred to in paragraph (a) of this
notice, who are engaged or employed in the said
Trade in the area within a radius of 10 miles from
the General Post Office, Durban, but within the
Magisterial District of Durban, and in those
portions of the Magisterial Districts of Inanda and
Pinetown which fall within a radius of 11 miles
from the General Post Office, Durban; and
- (c) in terms of paragraph (a) of sub-section (3) of
section *forty-eight* of the said Act, declare that in
the area within a radius of 10 miles from the
General Post Office, Durban, but within the
Magisterial District of Durban, and in those
portions of the Magisterial Districts of Inanda and
Pinetown which fall within a radius of 11 miles
from the General Post Office, Durban, and from
the second Monday after the date of publication
of this notice and for the period ending three years

die landdrosdistrik Durban, en in daardie gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 11 myl vanaf die Hoofposkantoor, Durban, geleë is, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF, DURBAN.

OOREENKOMS

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

Hotel Association of Durban and District

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

Natal Liquor and Catering Trades Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik, Durban, en in dié gedeeltes van die Landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 11 myl vanaf die Hoofposkantoor, Durban, val, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Drank- en Verversingsbedryf betrokke is, en deur alle werknemers wat lede van die Vakvereniging en in genoemde bedryf in diens is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *agti-en-veertig* van die Wet mag vasstel en bly vir drie jaar van krag of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

1. Alle uitdrukkings wat in hierdie Ooreenkoms gebruyk en in die Wet omskryf word, het dieselfde betekenis as in die Wet, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

"agent" 'n persoon deur die Raad aangestel om inspeksies uit te voer en in die algemeen te help met die uitvoering van die bepalings van enige Ooreenkoms wat deur die partye by die Raad aangegaan word;

"Gebied A" die gebied binne 'n straal van ses (6) myl vanaf die Hoofposkantoor, Durban, en die munisipaliteit van Queensburgh;

"Gebied B" die gebied binne 'n straal van tussen ses (6) myl en tien (10) myl vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban en dié gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van tussen ses (6) myl en elf (11) myl vanaf die Hoofposkantoor, Durban, val, uitgesonderd die munisipale gebied van Queensburgh;

"assistent-bestuurder" 'n werknemer wat, onder die algemene toesig van 'n bestuurder, sommige of al die pligte van 'n bestuurder verrig, en ook 'n maitre d'hotel;

"kroegman" 'n werknemer, uitgesonderd 'n wynkelner of tafeldiende, wat drank oor die toonbank of uit 'n kroeg in 'n bedryfsinrigting verkoop, en ook 'n kroegjuffer;

"kroegman, klas A", 'n kroegman wat in 'n bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting, drank aan klante of aan die personeel verskaf vir aflewering aan klante en wat minstens agtien maande ondervinding as sodanig het;

"leerlingkroegman, klas A", 'n werknemer wat die werk van 'n kroegman, klas A, leer en minder as agtien maande ondervinding as sodanig het;

"kroegman, klas B", 'n kroegman wat drank aan nie-Blanke klante of aan die personeel verskaf vir aflewering aan nie-Blanke klante in 'n bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting of 'n bedryfsinrigting vir nie-Blankes, soos omskryf, en wat minstens een jaar ondervinding as sodanig het;

from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (4) (f), 16, 17, 22, 23 and 24, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, DURBAN.

AGREEMENT

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

Hotel Association of Durban and District

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

The Natal Liquor and Catering Trades 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 Liquor and Catering Trade, Durban.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the area within a radius of 10 miles from the General Post Office, Durban, but within the Magisterial District of Durban, and in those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of 11 miles from the General Post Office, Durban, by all employers who are members of the Employers' Organisation and engaged in the Liquor and Catering Trade, and by all employees who are members of the Trade Union and employed in that Trade.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act and shall remain in force for three years or for such period as may be fixed by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"agent" means a person appointed by the Council to carry out inspections and generally assist in giving effect to the terms of any Agreement entered into by the parties to the Council;

"Area A" means the area within a radius of six (6) miles from the General Post Office, Durban, and the Municipality of Queensburgh;

"Area B" means the area within a radius between six (6) miles and ten (10) miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial Districts of Inanda and Pinetown, which fall within a radius of between six (6) miles and eleven (11) miles from the General Post Office, Durban, except the municipal area of Queensburgh;

"assistant manager" means an employee, who, under the general supervision of a manager, performs some or all the duties of a manager, and includes a maitre d'hotel;

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

"class A barman" means a barman employed in an establishment other than a wine and malt establishment to serve liquor to customers or to the staff for delivery to customers and who has had not less than eighteen months' experience as such;

"learner, class A barman," means an employee employed to learn the work of a class A barman and who has had less than eighteen months experience as such;

"class B barman" means a barman employed to serve liquor to non-European customers or to staff for delivery to non-European customers in any establishment, other than a wine and malt establishment or a non-European establishment as defined and who has had not less than one year's experience as such;

"leerlingkroegman, klas B," 'n werknemer wat die werk van 'n kroegman, klas B, leer en minder as een jaar ondervinding as sodanig het;

"kroegman, klas C," 'n kroegman wat Blankes in 'n wyn- en bierbedryfsinrigting en 'n bedryfsinrigting waarin ses dae per week gewerk word, bedien, en wat minstens agtien maande ondervinding as sodanig het;

"leerlingkroegman, klas C," 'n werknemer wat die werk van 'n kroegman, klas C, leer en wat minder as agtien maande ondervinding as sodanig het;

"kroegman, klas D," 'n kroegman wat werksaam is in 'n wyn- en bierbedryfsinrigting waarin die verkoop van drank uitsluitlik beperk is tot nie-Blankes, en wat minstens een jaar ondervinding as sodanig het;

"leerlingkroegman, klas D," 'n werknemer wat die werk van 'n kroegman, klas D, leer, en wat minder as een jaar ondervinding het;

"klerk," 'n manlike werknemer wat skryf, tik, liasseer, kontant ontvang of hanteer of 'n ander soort klerklike werk verrig, en omvat dit 'n ontvangsklerk, maar geen ander klas werknemer elders in hierdie klousule omskryf nie, ondanks die feit dat klerklike werk 'n deel van sodanige werknemer se pligte mag uitmaak;

"kassier," 'n werknemer wat uitsluitlik of hoofsaaklik kontant ontvang of hanteer en klerklike werk in verband daarmee verrig;

"korttydkassier," 'n werknemer wat 'n maksimum van vier en 'n half uur per dag in 'n werkdagbestek van agt uur werk;

"los werknemer," 'n werknemer wat vir 'n tydperk van hoogstens sewe dae op 'n slag in diens geneem word, en omvat dit in die besonder 'n werknemer wat in diens geneem word vir 'n spesiale funksie, dans, vertoning of skou wat langer as sewe dae duur;

"deurwagter," 'n manlike werknemer wat in beheer is van die ingang van 'n bedryfsinrigting ten einde te verseker dat slegs gemagtigde persone die perseel betree en/of reëlings te tref dat gaste en hulle bagasie na of van 'n bedryfsinrigting geneem word en wat mag aandag gee aan die persoonlike behoeftes van gaste by hulle aankoms of vertrek;

"kok," 'n werknemer (uitgesonderd 'n leerling of graad II-werknemer) wat uitsluitlik of hoofsaaklik enige werksaamheid by die voorbereiding of kook van kos verrig;

"Raad," die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban, geregistreer ingevolge artikel negentien van die Wet;

"dag," 'n tydperk van vier-en-twintig (24) agtereenvolgende uur wat om middernag begin en eindig, uitgesonderd in die geval van nagwerkers ten opsigte van wie dag 'n tydperk van vier-en-twintig (24) agtereenvolgende uur beteken wat om twaalfuur middag begin en eindig;

"bedryfsinrigting," 'n perseel ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die lisensies gespesifiseer in die woordskrywing van die Drank- en Verversingsbedryf gehou word;

"nie-Blanke bedryfsinrigting," 'n bedryfsinrigting wat kragtens die Drankwet, 1928, soos gewysig, gelisensieer is en waarin uitsluitlik nie-Blankes bedien word;

"ondervinding," die totale dienstydsperk van 'n werknemer voor of na die datum van inwerkingtreding van hierdie Ooreenkoms in die beroep waarin hy in diens is in die Drank- en Verversingsbedryf, met dien verstande dat vir die toepassing van die woordskrywing van "buiteverkoopbediende, gekwalifiseer," en "buiteverkoopbediende, ongekwalifiseer," ondervinding die totale dienstydsperk beteken van 'n werknemer as 'n buiteverkoopbediende, met inbegrip van diens in 'n drankwinkel;

"klerk, vrou," 'n vroulike werknemer wat skryf, tik, liasseer, voorraad hou, kontant ontvang of hanteer of enige vorm van klerklike werk verrig en omvat dit 'n ontvangsklerk, maar nie enige ander klas werknemer elders in hierdie klousule omskryf nie, ondanks die feit dat klerklike werk 'n deel van sodanige werknemer se pligte mag uitmaak;

"graad II-werknemer," 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

- (a) Diere, skoëisel, meubels, persele, gerei, voertuie of ander artikels skoonmaak en/of voedsel, bagasie, pakkette, gerei of ander artikels dra, en ook vroeg in die oggend tee, koffie, kakao, of dergelike drankke aan gaste verskaf;
- (b) vis, vrugte, vleis, pluimvee en groente skoonmaak en/of voorberei, pluimvee pluk, vrugte en groente skil en/of in stukke sny, rantsone vir Bantoes kook;
- (c) vure maak of in stand hou of afval verwyder;
- (d) diere en pluimvee oppas;
- (e) enige handvoertuie stoot of trek, diens- of goederehysers bedien;
- (f) persele en die inhoud daarvan, bagasie, pakkette of ander artikels bewaak;
- (g) onder die toesig van 'n kok let op voedsel terwyl dit kook en wat benewens engeen van genoemde pligte roosterbrood, tee, koffie, kakao of dergelike drankke mag maak en boodskappe mag ontvang of doen;
- (h) bottels verpak en sorteer, goedere ontvang, kaste en dergelike artikels opstapel;

"learner, class B barman," means an employee employed to learn the work of a class B barman and who has had less than one year of experience as such;

"class C barman" means a barman employed to serve Europeans in a wine and malt and six day establishment and who has had not less than eighteen months' experience as such;

"learner class C barman" means an employee employed to learn the work of a class C barman and who has had less than eighteen months' experience as such;

"class D barman" means a barman employed in a wine and malt establishment wherein the sale of liquor is confined exclusively to non-Europeans and who has had not less than one year of experience as such;

"learner, class D barman," means an employee employed to learn the work of a class D barman and who has had less than one year of experience;

"clerical employee" means a male employee who is engaged in writing, typing, filing, receiving or handling cash or in any form of clerical work and includes a receptionist, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's duties;

"cashier" means an employee who is engaged wholly or mainly in receiving or handling cash and in performing clerical work connected therewith;

"cashier, short-time" means an employee employed for a maximum of four and a half hours daily within a spreadover of eight hours;

"casual employee" means an employee who is engaged for a period not exceeding seven days at a time, and specifically includes an employee engaged for a special function, dance, exhibition or show which exceeds seven days in duration;

"commissionaire" means a male employee who takes charge of the entrance of an establishment to ensure that only authorised persons enter the premises and/or arranges for guests and their luggage to be taken to or from an establishment and may attend to the personal requirements of guests on their arrival or departure;

"cook" means an employee (other than a learner or grade II employee) who is wholly or mainly engaged in any operation in the preparation or cooking of food;

"Council" means the Industrial Council for the Liquor and Catering Trade, Durban, registered in the terms of section nineteen of the Act;

"day" means a period of twenty-four (24) consecutive hours beginning and ending at midnight, except that a day in respect of night workers shall mean a period of twenty-four (24) consecutive hours beginning and ending at noon;

"establishment" means any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the licences specified in the definition of the liquor and catering trade;

"non-European establishment" means any establishment licensed under the Liquor Act, 1928, as amended, and catering exclusively for non-Europeans;

"experience" means the total period of employment an employee has had before or subsequent to the date of the commencement of this Agreement, in the occupation in which he is employed in the Liquor and Catering Trade; provided that, for the purpose of the definition of "off-sales attendant, qualified", and "off-sales attendant, unqualified", experience shall mean the total period of employment an employee has had as an off-sales attendant including employment in a bottle store;

"female clerical employee" means a female employee who is engaged in writing, typing, filing, store-keeping, receiving or handling cash or any form of clerical work and includes a receptionist, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee's duties;

"grade II employee" means an employee engaged wholly or mainly in one or more of the following occupations:—

- (a) Cleaning animals, footwear, furniture, premises, utensils, vehicles or other articles and/or carrying foodstuffs, luggage, parcels, utensils or other articles including serving early morning tea, coffee, cocoa or similar beverages to guests;
- (b) cleaning and/or preparing fish, fruit, meats, poultry, vegetables, plucking poultry, peeling and/or cutting up fruit and vegetables, cooking rations for Bantu;
- (c) making or maintaining fires or removing refuse;
- (d) tending animals and poultry;
- (e) pushing or pulling any manually-propelled vehicles, driving service or goods lifts;
- (f) guarding premises and their contents, luggage, parcels or other articles;
- (g) attending to foodstuffs in the process of cooking, under the supervision of a cook and who may in addition to any of the said duties make toast, tea, coffee, cocoa or similar beverages and receive messages or run errands;
- (h) packing and sorting bottles, receiving goods, stacking cases and the like;

"hoofkroegman" 'n kroegman wat in beheer is van vier of meer kroegmanne en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse uitvoer;

"hoofknelner" 'n werknemer wat uitsluitlik of hoofsaaklik vir klante hul sitplekke aanwys en algemene toesig hou oor die diens aan klante en wat in beheer is van 'n ondergeskikte kelnepersoneel;

"hoofwynkelner" 'n werknemer wat in beheer is van tien (10) of meer wynknelners en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse uitvoer;

"uurloon"—

- (a) in die geval van werknemers, uitgesonderd 'n kroegman, klas A, of kroegman, klas B, die weekloon gedeel deur die getal gewone ure in klousule 7 voorgeskryf;
- (b) in die geval van 'n kroegman, klas A, of kroegman, klas B, die weekloon gedeel deur 55½;
- (c) in bedryfsinrigtings, uitgesonderd wyn- en bierbedryfsinrigtings—
 - (i) in die geval van alle werknemers uitgesonderd buiteverkoopbediendes, graad II-werknemers, kroegmanne, klas A, en kroegmanne, klas B, die weekloon gedeel deur 54;
 - (ii) in die geval van graad II-werknemers, die weekloon gedeel deur 59;
- (d) in wyn- en bierbedryfsinrigtings, in die geval van alle werknemers, uitgesonderd graad II-werknemers en buiteverkoopbediendes, die weekloon gedeel deur 54, en in die geval van graad II-werknemers, die weekloon gedeel deur 60;
- (e) in die geval van buiteverkoopbediendes, die weekloon gedeel deur 45;

"huishoudster" 'n vroulike werknemer wat spesifiek in diens is vir die leiding van en toesighouding oor die werk van huisbediendes of kamerbediendes en wat daarbenewens enigeen van die pligte van 'n huisbediende of kamerbediende mag uitvoer;

"vroulike huisbediende of kamerbediende" 'n werknemer wat die slaapkamers van gaste, woonkamers, of ander gedeeltes van 'n bedryfsinrigting afstof of aan die kant maak, beddens opmaak en help by die ontvangs en/of heelmaak van huislinne, die hantering van linnegoed en wasgoed, die uitreiking van voorrade en die toesig hou oor graad II-werknemers;

"faktotem" 'n manlike werknemer wat hoofsaaklik minder belangrike herstelwerk aan meubels, installasie of ander uitrusting verrig en wat minder belangrike herstel- of opknappingswerk aan geboue mag doen en van wie daar daarbenewens vereis mag word om verwerk te verrig;

"jeugdige" 'n werknemer oor die ouderdom van 16 jaar maar onder die ouderdom van 18 jaar;

"kombuishulp" 'n werknemer, uitgesonderd 'n graad II-werknemer, wat rou voedsel vir kookdoeleindes stukkend sny of voorberei, pap kook of eiers gaarmaak, of onder die toesig van 'n kok let op groente terwyl dit kook, en wat benewens enigeen van genoemde pligte ook roosterbrood, tee, koffie, kakao of dergelike drankte mag maak;

"wasserywerker" 'n manlike werknemer wat in beheer is van meer as drie werknemers in 'n wassery in 'n bedryfsinrigting en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;

"wasseryhulp" 'n werknemer wat in 'n wassery in 'n bedryfsinrigting werk en wat artikels mag was, stryk of pars;

"leerling" 'n werknemer wat die volgende ondervinding in die besondere beroep waarin hy werksaam is, gehad het, indien in diens as—

- (a) 'n kok, minder as een jaar en ses maande;
- (b) 'n proviandkamerwerknemer, "ongekwalifiseer", minder as een jaar en ses maande;
- (c) 'n tafelbediende of wynkelner, minder as twee jaar;

"hyserbediende" 'n werknemer wat uitsluitlik of hoofsaaklik 'n passasiershyser in 'n bedryfsinrigting bedien;

"Drank- en Verversingsbedryf" die bedryf wat uitgeoefen word in verband met 'n perseel ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die volgende lisensies kragtens bepalinge van die Drankwet, 1928, soos gewysig, gehou word, naamlik—

- (i) restaurantdranklisensie;
- (ii) hoteldranklisensie;
- (iii) kantienlisensie;
- (iv) teater- of sportgrond dranklisensie;
- (v) tydelike dranklisensie;
- (vi) nagtelike geleentheidsdranklisensie;
- (vii) wyn- en bierlisensie;

"bestuurder" 'n werknemer aan wie sy werkgever die algehele—

- (a) toesig oor;
- (b) verantwoordelikheid vir;
- (c) bestuur van;

die werksaamhede in 'n bedryfsinrigting en die werknemers daarin werksaam, opgedra het;

"head barman" means a barman who is in charge of four or more barmen and who is responsible for the efficient performance of their duties;

"head waiter" means an employee wholly or mainly engaged in showing customers to seats and generally supervising the service to customers and who is in charge of a subordinate staff of waiters;

"head wine steward" means an employee who is in charge of ten (10) or more wine stewards and who is responsible for the efficient performance of their duties;

"hourly wage" means—

- (a) in the case of employees, other than a class A barman or class B barman, the weekly wage divided by the number of ordinary hours prescribed in section 7;
- (b) in the case of a class A barman or class B barman, the weekly wage divided by 55½;
- (c) in establishments other than wine and malt establishments—
 - (i) in the case of all employees other than off-sales attendants, grade II employees, class A barmen and class B barmen, the weekly wage divided by 54;
 - (ii) in the case of grade II employees, the weekly wage divided by 59;
- (d) in wine and malt establishments, in the case of all employees except grade II employees and off-sales attendants the weekly wage divided by 54 and in the case of grade II employees the weekly wage divided by 60;
- (e) in the case of off-sales attendants, the weekly wage divided by 45;

"house-keeper" means a female employee specifically engaged to direct or supervise the work of housemaids or chambermaids and who may in addition perform any of the duties of a housemaid or chambermaid;

"housemaid or chambermaid" means an employee engaged in dusting or tidying guests' bedrooms, living rooms or other parts of the establishment, making beds and assisting in the receipt and/or mending of household linen, handling linen and laundry, issuing stores and the supervision of grade II employees;

"handyman" means a male employee who is mainly engaged in making minor repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings and who may, in addition, be required to do painting;

"juvenile" means an employee over the age of 16 years, but under the age of 18 years;

"kitchenhand" means an employee other than a grade II employee who is engaged in cutting up or preparing raw foodstuffs for cooking, cooking porridge or eggs or attending to vegetables in the process of cooking, under the supervision of a cook and who may, in addition to any of the said duties, make toast, tea, coffee, cocoa, or similar beverages;

"laundryman" means a male employee who is in charge of more than three employees in a laundry in an establishment and who is responsible for the efficient performance by them of their duties;

"laundryhand" means an employee who works in a laundry in any establishment and who may be engaged in laundering, washing, ironing or pressing articles;

"learner" means an employee whose experience in the particular occupation in which he is engaged has been, if employed as—

- (a) a cook less than one year and six months;
- (b) a still-room employee, "unqualified" less than one year and six months;
- (c) a waiter or wine steward less than two years;

"lift attendant" means an employee wholly or mainly engaged in working a passenger lift in an establishment;

"liquor and carter trade" means the trade carried on in connection with any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the following licences under provisions of the Liquor Act, 1928, as amended, namely:—

- (i) Restaurant liquor licence;
- (ii) hotel liquor licence;
- (iii) bar licence;
- (iv) theatre or sports ground liquor licence;
- (v) temporary liquor licence;
- (vi) late hour occasional liquor licence;
- (vii) wine and malt liquor licence;

"manager" means an employee who is charged by his employer with the overall—

- (a) supervision over;
- (b) responsibility for;
- (c) direction of;

the activities in an establishment and the employees engaged therein;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel *een-en-twintig* (1) gelees met sub-artikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, moet ondergaan, maar omvat dit geen opleiding wat hy ingevolge artikel *drie-en-twintig* (23) van genoemde Wet mag verkies om te ondergaan en ook geen opleiding of diens wat hy vrywillig uit eie keuse ondergaan nie;

"nagportier" 'n werknemer, uitgesonderd 'n nagwag of graad II-werknemer, wie se pligte vir die grootste gedeelte binne die ure 7.0 nm. en 7.0 vm. val en wat uitsluitlik of hoofsaaklik gaste in die nag ontvang, hulle bagasie versorg wat in 'n bedryfsinrigting is, daarheen of daarvandaan gestuur word, en van wie daarbenewens vereis mag word om 'n telefoon te beantwoord, 'n telefoonskakelbord te bedien en wat daarbenewens verversings aan gaste mag verskaf;

"nagwag" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

Persele, geboue, hekke of ander eiendom in die nag bewaak, meubels en stewels polier en skoonmaak; persele skoonmaak, vuur aansteek en wat daarbenewens gaste mag versorg by hulle aankoms en vertrek en mag help om hulle met etes en verversings te bedien;

"buiteverkoopbediende" 'n werknemer wat uitsluitlik of hoofsaaklik drank vir gebruik buite die gelisenseerde perseel verkoop;

"buiteverkoopbediende, man, gekwalifiseer," 'n buiteverkoopbediende met minstens vyf jaar ondervinding;

"buiteverkoopbediende, man, ongekwalifiseer," 'n buiteverkoopbediende met minder as vyf jaar ondervinding;

"buiteverkoopbediende, vrou, gekwalifiseer," 'n buiteverkoopbediende, vrou, met minstens vier jaar ondervinding;

"buiteverkoopbediende, vrou, ongekwalifiseer," 'n buiteverkoopbediende, vrou, met minder as vier jaar ondervinding;

"hoteljoggie" 'n manlike werknemer wat boodskappe doen, briewe, boodskappe of pakkette aflewer en klokkes of telefoonoprope beantwoord en wat daarbenewens 'n passasiershyser vir 'n tydperk van hoogstens vier uur per dag mag bedien;

"deeltydse werknemer" 'n werknemer wat vir hoogstens vier dae in 'n bepaalde week in diens geneem word en wie se weeklikse totaal werkure hoogstens 36 is;

"portier" 'n manlike werknemer wat uitsluitlik of grotendeels treine, vliegtuie, stoombote, motorbusse of 'n ander soort vervoer inwag, wat reëlins tref vir gaste en hulle bagasie om na en van 'n bedryfsinrigting geneem te word, wat die bedryfsinrigting se voertuie bestuur en wat daarbenewens boodskappe of pakkette mag ontvang of aflewer of mag help met die bediening van etes of verversings;

"gekwalifiseerde kok" 'n kok met minstens 18 maande ondervinding as 'n kok;

"gekwalifiseerde tafelbediende" 'n tafelbediende met minstens twee jaar ondervinding as 'n tafelbediende of wynkelner;

"gekwalifiseerde wynkelner" 'n wynkelner met minstens twee jaar ondervinding as wynkelner of tafelbediende;

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

"loon" ook die besoldiging vir oortydwerk en betaling in plaas van etes en/of huisvesting en die doen van wasgoed;

"bedryfsinrigting waarin sewe dae per week gewerk word" 'n bedryfsinrigting waarin die Drank- en Verversingsbedryf vir sewe dae in 'n week uitgeoefen mag word;

"bedryfsinrigting waarin ses dae per week gewerk word" 'n bedryfsinrigting waarin die Drank- en Verversingsbedryf vir ses dae in 'n week uitgeoefen word;

"werkdagbestek" die tydperk in enige dag vanaf die tydstop waarop die werknemer begin werk tot die tydstop waarop hy sy werk vir die dag voltooi. Vir die toepassing van hierdie woordskrywing beteken "dag" 'n tydperk van 24 uur vanaf middernag;

"proviandkamerwerknemer" 'n werknemer wat uitsluitlik of hoofsaaklik roosterbrood, toebroodjies, versnaperings, tee, koffie, kakao of dergelike drankke maak, en dit aan kelners vir verskaffing aan klante oorhandig;

"proviandkamerwerknemer, gekwalifiseer," 'n werknemer met minstens 18 maande ondervinding as sodanig;

"proviandkamerwerknemer, ongekwalifiseer," 'n werknemer met minder as 18 maande ondervinding; 'n tydperk van ondervinding as 'n leerling- of gekwalifiseerde tafelbediende of -wynkelner tel vir die toepassing van hierdie woordskrywing as ondervinding;

"skakelbordbediener" 'n manlike werknemer wat uitsluitlik of hoofsaaklik 'n telefoonskakelbord bedien en klerlike werk in verband daarmee verrig;

"klerebediende" 'n werknemer wat uitsluitlik of hoofsaaklik artikels volgens fatsoen stryk, pers, stoom of droogskoonmaak en wat daarbenewens werk mag verrig wat uit sy beroep voortvloei deur geringe herstelwerk of verstellings aan sodanige artikels te doen;

"loon" dié gedeelte van die besoldiging in geld aan 'n werknemer betaalbaar ten opsigte van sy gewone werkure in klousule 7 genoem en in klousule 4 vir hom voorgeskryf, of waar 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat voorgeskryf word, beteken dit sodanige hoër bedrag;

"tafelbediende" 'n werknemer wat gaste by 'n tafel of in enige ander deel van die gebou wat deur gaste bewoon word, bedien, klokkes beantwoord, biljartellings aanteken en dié ander dienste verrig wat die gemak en gerief van die hotelgaste mag vereis, met inbegrip van die voorbereiding van hors-d'oeuvres en ligte verversings;

"military training" means the 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* (23) of the said Act, nor any other training or service for which he volunteers or which he undertakes to undergo;

"night porter" means an employee other than a night watchman or grade II employee, the greater portion of whose duties fall within the hours of 7 p.m. and 7 a.m. and who is wholly or mainly engaged in receiving guests at night, attending to their baggage to, from and in an establishment and who may in addition, be required to answer a telephone, operate a telephone switchboard and, who may in addition serve refreshments to guests;

"night watchman" means an employee wholly or mainly engaged in one or more of the following occupations:—

Guarding premises, buildings, gates or other property by night, polishing and cleaning furniture, boots, cleaning premises, lighting fires and who may in addition attend to guests on arrival and departure and assist in serving them with meals and refreshments;

"off-sales attendant" means an employee who is wholly or mainly engaged in the sale of liquor for consumption off the licensed premises;

"off-sales attendant, male, qualified," means an off-sales attendant who has had not less than five years' experience;

"off-sales attendant, female, qualified," means a female off-sales attendant who has had not less than four years' experience;

"off-sales attendant, female, unqualified," means a female off-sales attendant who has had not less than four years' experience;

"page" means a male employee engaged in running errands, delivering letters, messages or parcels and answering bells or telephone calls and, who may in addition work a passenger lift for a period not exceeding four hours per day;

"part-time employee" means an employee who is employed for not more than four days in any one week and whose weekly total of working hours does not exceed 36;

"porter" means a male employee engaged wholly or substantially in meeting trains, airplanes, steamships, motor buses, or any other form of transport, arranging for guests and their luggage to be taken to and from an establishment, driving the establishment's vehicles and, who may in addition, receive or deliver messages or packages or assist in serving meals or refreshments;

"qualified cook" means a cook, who has had not less than 18 months' experience as a cook;

"qualified waiter" means a waiter, who has had not less than two years' experience as a waiter or wine steward;

"qualified wine steward", means a wine steward who has had not less than two years' experience as a wine steward or waiter;

"quarter" means any three monthly period beginning on the first day of January, April, July or October;

"rates" includes payment for overtime, and payment in lieu of board and/or lodging and laundering;

"seven-day establishment" means an establishment in which the liquor and catering trade may be carried on for seven days a week;

"six-day establishment" means an establishment in which the liquor and catering trade is carried on for six days a week;

"spreadover" means the period in any day from the time the employee begins work to the time when he finishes work for the day. For the purpose of this definition "day" means any period of 24 hours from midnight;

"still-room employee" means an employee engaged wholly or mainly in making toast, sandwiches, snacks, tea, coffee, cocoa or similar beverages and handing such to waiters for service to customers;

"still-room employee, qualified," means an employee who has had not less than 18 months' experience as such;

"still-room employee, unqualified," means an employee who has had less than 18 months' experience; period of experience as a learner or qualified waiter or wine steward shall constitute experience for purposes of this clause;

"switchboard operator" means an employee who is wholly or mainly engaged to operate a telephone switchboard and in performing clerical work connected therewith;

"valet" means an employee who is wholly or mainly engaged to do ironing, pressing, steaming or dry-cleaning articles to shape and who may, in addition, perform work incidental to his occupation in carrying out minor repairs or alterations to such articles;

"wage" means that portion of the remuneration payable in money in respect of his ordinary hours of work referred to in clause 7 and as prescribed for him in clause 4 or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that prescribed, it means such higher amount;

"waiter" means an employee, who is engaged for the purpose of serving guests at a table or any other part of the building occupied by guests, to answer bells, to mark billiards and to perform such other service as the comfort and convenience of the hotel guests may require, including the preparation of hors-d'oeuvre and light refreshments;

"weekloon" die maandloon voorgeskryf in klousules 4 (1), gedeel deur vier en een derde;
 "wyn- en bierbedryfsinrigting" 'n bedryfsinrigting ten opsigte waarvan 'n wyn- en bierlisensie gehou word;
 "wynkelner" 'n werknemer, uitgesonderd 'n kroegman, wat drank aan klante bedien en wat geld mag ontvang vir die drank wat hy bedien het.

2. Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in dié klas te val waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE.

Gebied A.

(1) Die minimum lone wat aan ondergenoemde werknemers betaal moet word, is soos volg: Met dien verstande dat in Gebied A 'n leerling wat 'n opleidingskollege deur die Nywerheidsraad erken, bygewoon het en na sodanige tydperk in besit is van 'n bekwaamheidsertifikaat, op 'n verhoging van tien persent (10%) van die loon geregtig is onmiddellik nadat hy sodanige sertifikaat voorgelê het; voorts met dien verstande dat alle ander werknemers wat 'n opleidingskollege deur die Nywerheidsraad erken, bygewoon het en in besit is van 'n bekwaamheidsertifikaat, op 'n verhoging van 7½ persent van die loon geregtig is onmiddellik nadat sodanige bekwaamheidsertifikaat voorgelê is:—

	Groep I.	Groep II.	Groep III.
	Werk-nemers uitgeson-derd los of deelydse werk-nemers.	Los werk-nemers.	Deelydse werk-nemers.
	Per maand.	Per dag of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.
	R	R	R
Klerk, vrou:—			
Gedurende eerste jaar onder-vinding.....	49.21	—	—
Gedurende tweede jaar onder-vinding.....	54.41	—	—
Gedurende derde jaar onder-vinding.....	59.61	—	—
Gedurende vierde jaar onder-vinding.....	64.81	—	—
Daarna.....	70.00	—	—
Hoofkroegman.....	160.00	—	—
Kroegman, klas A—			
met minder as ses maande diens by dieselfde werk-gewer met minstens ses maande ondervinding by dieselfde werk-gewer.....	111.07	4.65	4.65
Leerlingkroegman, klas A—			
met minder as ses maande ondervinding.....	74.37	—	—
met ses maande of langer, maar minder as twaalf maande ondervinding.....	90.41	—	—
met langer as twaalf maande maar minder as agtien maande ondervinding.....	105.22	—	—
Kroegman, klas B—			
met minder as ses maande diens by dieselfde werk-gewer met langer as ses maande diens by dieselfde werk-gewer.....	80.73	3.65	3.65
Leerlingkroegman, klas B.....	61.72	—	—
Kroegman, klas C—			
met minder as ses maande diens by dieselfde werk-gewer met langer as ses maande diens by dieselfde werk-gewer.....	105.82	4.12	4.12
Leerlingkroegman, klas C—			
met minder as ses maande ondervinding by dieselfde werk-gewer.....	68.01	—	—
met ses of langer, maar minder as twaalf maande ondervinding.....	75.65	—	—
met langer as twaalf, maar minder as agtien maande ondervinding.....	83.35	—	—
Kroegman, klas D—			
met minder as ses maande diens by dieselfde werk-gewer met minstens ses maande diens by dieselfde werk-gewer.....	74.60	3.10	3.10
	86.76	—	—

"weekly wage" means the monthly wage prescribed in section 4 (1) divided by four and one-third;
 "wine and malt establishment" means an establishment in respect of which wine and malt liquor licence is held;
 "wine steward" means an employee other than a barman who is engaged in serving liquor to customers and who may receive payment for liquor served;

2. For the purpose of this Agreement, an employee shall be deemed to be in that class for which he is wholly or mainly engaged;

4. WAGES.

Area A.

(1) The minimum wages to be paid to the undermentioned employees shall be as follows: Provided that in Area A a learner having attended a Training College recognised by the Industrial Council and holding a Certificate of Competency after such period shall be entitled to a ten per cent (10%) increase in the wage immediately on production of such Certificate; provided further that all other employees having attended a training college recognised by the Industrial Council and holding a Certificate of Competency shall be entitled to a 7½ per cent increase in the wage immediately on production of such Certificate of Competency:—

	Group I.	Group II.	Group III.
	Employees Other than Casual or Part-time.	Casual Employees.	Part-time Employees.
	Per Month.	Per Day or Part of Day.	Per Day or Part of Day.
	R	R	R
Female clerical employee:—			
During first year experience..	49.21	—	—
During second year experience..	54.41	—	—
During third year experience..	59.61	—	—
During fourth year experience..	64.81	—	—
Thereafter.....	70.00	—	—
Head barman.....	160.00	—	—
Class A, barman—			
with less than six months' service with the same employer with not less than six months' experience with the same employer.....	111.07	4.65	4.65
Learner, class A, barman—			
with less than six months' experience.....	120.00	—	—
with six or more, but less than twelve months' experience..	74.37	—	—
with more than twelve but less than eighteen months' experience.....	90.41	—	—
Class B, barman—			
with less than six months' service with the same employer.....	105.22	—	—
with more than six months' service with the same employer.....	80.73	3.65	3.65
Learner, class B, barman.....	90.00	—	—
Class C, barman—			
with less than six months' service with the same employer.....	61.72	—	—
with more than six months' service with the same employer.....	105.82	4.12	4.12
Learner, class C, barman—			
with less than six months' experience with the same employer.....	111.07	—	—
with six or more, but less than twelve months' experience..	68.01	—	—
with twelve or more, but less than eighteen months' experience.....	75.65	—	—
Class D, barman—			
with less than six months' service with the same employer with not less than six months' service with the same employer.....	83.35	—	—
	74.60	3.10	3.10
	86.76	—	—

	Groep I.	Groep II.	Groep III.		Group I.	Group II.	Group III.
	Werk- nemers uitgeson- derd los of deeltidse werk- nemers.	Los werk- nemers.	Deeltidse werk- nemers.		Employees Other than Casual or Part-time.	Casual Employees.	Part-time Employees.
	Per maand:	Per dag of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.		Per Month.	Per Day or Part of Day.	Per Day or Part of Day.
	R	R	R		R	R	R
Leerlingkroegman, klas D.....	44.31	—	—	Learner, class D, barman.....	44.31	—	—
Kassier.....	66.77	2.42	2.42	Cashier.....	66.77	2.42	2.42
Korttyd-kassier.....	40.83	2.72	2.72	Cashier, short-time.....	40.83	2.72	2.72
Klerk.....	44.57	—	—	Clerical employee.....	44.57	—	—
Deurwagter.....	52.17	—	—	Commissionaire.....	52.17	—	—
Kok, gekwalifiseer.....	61.68	3.07	3.07	Cook, qualified.....	61.68	3.07	3.07
Kok, leerling—				Cook, learner—			
met minder as ses maande				with less than 6 months' ex-			
ondervinding.....	33.26	—	—	perience.....	33.26	—	—
met ses maande of langer,				with six months' or more, but			
maar minder as 12 maande				less than twelve months' ex-			
ondervinding.....	37.49	—	—	perience.....	37.49	—	—
met twaalf maande of langer,				with twelve months' or more,			
maar minder as agtien				but less than eighteen			
maande ondervinding.....	43.53	—	—	months' experience.....	43.53	—	—
Graad II-werknemer (uniforms				Grade II, employee (uniforms to			
moet deur die werkgever ver-				be supplied by the employer)—			
skaaf word)—				Adult.....	25.27	1.55	1.55
Volwassene.....	25.27	1.55	1.55	Juvenile.....	20.04	—	—
Jeugdige.....	20.04	—	—	Nightwatchman.....	28.58	—	—
Nagwag.....	28.58	—	—	Housekeeper.....	70.00	—	—
Huishoudster.....	70.00	—	—	Housemaid.....	37.23	—	—
Huisbediende.....	37.23	—	—	Lift attendant—			
Hyserbediende—				with less than six months' ser-			
met minder as ses maande				vise with the same employer	19.26	—	—
diens by dieselfde werk-				with more than six months'			
gewer.....	19.26	—	—	service with the same em-			
met langer as ses maande diens				ployer.....	23.00	—	—
by dieselfde werkgewer.....	23.00	—	—	Off-sales attendant, male—			
Buiteverkoopbediende, man—				Qualified.....	100.00	—	—
Gekwalifiseer.....	100.00	—	—	Unqualified—			
Ongekwalifiseer—				First year of experience....	40.00	—	—
eerste jaar ondervinding....	40.00	—	—	Second year of experience..	52.00	—	—
tweede jaar ondervinding..	52.00	—	—	Third year of experience....	64.00	—	—
derde jaar ondervinding....	64.00	—	—	Fourth year of experience...	76.00	—	—
vierde jaar ondervinding..	76.00	—	—	Fifth year of experience....	88.00	—	—
vyfde jaar ondervinding...	88.00	—	—	Off-sales attendant, female—			
Buiteverkoopbediende, vrou—				Qualified.....	68.00	—	—
Gekwalifiseer.....	68.00	—	—	Unqualified—			
Ongekwalifiseer—				First year of experience....	37.00	—	—
eerste jaar ondervinding...	37.00	—	—	Second year of experience..	44.75	—	—
tweede jaar ondervinding..	44.75	—	—	Third year of experience....	52.50	—	—
derde jaar ondervinding...	52.50	—	—	Fourth year of experience...	60.25	—	—
vierde jaar ondervinding..	60.25	—	—	Page—			
Hoteljoggie—				with less than six months' ex-			
met minder as ses maande				perience.....	19.87	—	—
ondervinding.....	19.87	—	—	with not less than six months'			
met minstens ses maande				experience.....	23.72	—	—
ondervinding.....	23.72	—	—	Porter.....	55.00	—	—
Portier.....	55.00	—	—	Still-room employee—			
Proviantkamerwerknemer:—				Qualified—			
Gekwalifiseer—				with less than six months'			
met minder as ses maande				service with the same em-			
diens by dieselfde werk-				ployer.....	43.42	—	—
gewer.....	43.42	—	—	with not less than six months'			
met minstens ses maande				service with the same em-			
diens by dieselfde werk-				ployer.....	44.57	—	—
gewer.....	44.57	—	—	Unqualified—			
Ongekwalifiseer—				with less than six months'			
met minder as ses maande				experience.....	23.69	—	—
ondervinding.....	23.69	—	—	with six or more, but less			
met ses of langer, maar				than twelve months' ex-			
minder as twaalf maande				perience.....	26.83	—	—
ondervinding.....	26.83	—	—	after six months' unbroken			
na ses maande ononder-				service with the same em-			
broke diens by dieselfde				ployer.....	29.18	—	—
werkgewer.....	29.18	—	—	with twelve or more, but			
met twaalf of langer, maar				less than eighteen months'			
minder as agtien maande				experience.....	30.47	—	—
ondervinding.....	30.47	—	—	after six months' service with			
na ses maande diens by die-				the same employer.....	32.34	—	—
sselfde werkgewer.....	32.34	—	—	Head waiter.....	52.17	—	—
Hoofafelbediende.....	52.17	—	—	Head wine steward.....	52.17	—	—
Hoofwynkelner.....	52.17	—	—	Waiter/wine steward, qualified:—	40.00	2.75	2.75
Tafelbediende / wynkelner, ge-						(4 hours or more)	
kwalifiseer.....	40.00	2.75	2.75	After six months' service with			
		(4 uur of langer)		the same employer.....	42.00	1.88	1.88
na ses maande diens by die-						(less than 4 hours)	
sselfde werkgewer.....	42.00	1.88	1.88				
		(minder as 4 uur)					

	Groep I.	Groep II.	Groep III.		Group I.	Group II.	Group III.
	Werk-nemers uitgeson- derd lof of deeltidse werk- nemers.	Los werk- nemers.	Deeltidse werk- nemers.		Employees Other than Casual or Part-time.	Casual Employees.	Part-time Employees.
	Per maand.	Per dag of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.		Per Month.	Per Day or Part of Day.	Per Day or Part of Day.
	R	R	R		R	R	R
Leerlingtafelbediende/-wynkel- ner—				Learner waiter/wine steward—			
met minder as twaalf maande ondervinding.....	17.46	—	—	with less than twelve months' experience.....	17.46	—	—
na ses maande ononderbroke diens by dieselfde werkge- wer.....	20.14	—	—	after six months' unbroken service with the same em- ployer.....	20.14	—	—
met meer as twaalf maande ondervinding.....	22.65	—	—	with more than twelve months' experience.....	22.65	—	—
na ses maande ononderbroke diens by dieselfde werkge- wer.....	23.83	—	—	after six months' unbroken service with the same em- ployer.....	23.83	—	—
Faktotum.....	50.00	2.00	2.00	Handyman.....	50.00	2.00	2.00
Klerebediende.....	45.00	1.80	1.80	Valet.....	45.00	1.80	1.80
Skakelbordbediener.....	44.57	1.78	1.78	Switchboard operator.....	44.57	1.78	1.78
Wasserywerker.....	52.17	—	—	Landryman.....	52.17	—	—
Wasseryhulp.....	44.57	—	—	Laundryhand.....	44.57	—	—
Kombuishulp.....	27.14	—	—	Kitchenhand.....	27.14	—	—
Nagportier.....	50.00	—	—	Night porter.....	50.00	—	—
GEBIED B.				AREA B.			
Klerk, vrou:—				Female clerical employee—			
Gedurende eerste jaar onder- vinding.....	24.31	—	—	During first year experience...	24.31	—	—
Gedurende tweede jaar onder- vinding.....	29.51	—	—	During second year experience	29.51	—	—
Gedurende derde jaar onder- vinding.....	34.71	—	—	During third year experience..	34.71	—	—
Gedurende vierde jaar onder- vinding.....	39.91	—	—	During fourth year experience	39.91	—	—
Daarna.....	45.10	—	—	Thereafter.....	45.10	—	—
Hoofkroegman.....	109.38	—	—	Head barman.....	109.38	—	—
Kroegman, klas A, gekwalifiseer	67.86	2.65	2.65	Class A barman, qualified....	67.86	2.65	2.65
Leerlingkroegman, klas A—				Learner, class A barman—			
met minder as ses maande ondervinding.....	25.09	—	—	with less than six months' ex- perience.....	25.09	—	—
met 6 of langer, maar minder as twaalf maande onder- vinding.....	32.90	—	—	with six or more, but less than twelve months' experience.	32.90	—	—
met twaalf of langer, maar minder as agtien maande ondervinding.....	50.83	—	—	with twelve or more, but less than eighteen months' ex- perience.....	50.83	—	—
Kroegman, klas B, gekwalifiseer.	46.81	1.84	1.84	Class B barman, qualified.....	46.81	1.84	1.84
Leerlingkroegman, klas B.....	33.24	—	—	Learner, class B barman.....	33.24	—	—
Klerk.....	33.95	—	—	Clerical employee.....	33.95	—	—
Kok, gekwalifiseer.....	38.49	1.82	1.82	Cook, qualified.....	38.49	1.82	1.82
Kok, leerling—				Cook, learner—			
met minder as ses maande ondervinding.....	18.59	—	—	with less than six months' experience.....	18.59	—	—
met ses of langer, maar minder as twaalf maande onder- vinding.....	21.79	—	—	with six or more, but less than twelve months' experience.	21.79	—	—
met twaalf of langer, maar minder as 18 maande onder- vinding.....	26.93	—	—	with twelve or more, but less than eighteen months' ex- perience.....	26.93	—	—
Graad II-werknemer:—				Grade II employee—			
Volwassene.....	15.37	0.56	0.56	Adult.....	15.37	0.56	0.56
Jeugdige.....	12.31	—	—	Juvenile.....	12.31	—	—
Nagwag.....	17.66	—	—	Nightwatchman.....	17.66	—	—
Huishoudster.....	27.61	—	—	Housekeeper.....	27.61	—	—
Huisbediende.....	17.99	—	—	Housemaid.....	17.99	—	—
Hyserbediende.....	13.63	—	—	Lift attendant.....	13.63	—	—
Buiteverkoopbediende, man—				Off-sales attendant, male—			
Gekwalifiseer.....	74.38	—	—	Qualified.....	74.38	—	—
Ongekwalfiseer—				Unqualified—			
eerste jaar ondervinding...	23.38	—	—	first year of experience.....	23.38	—	—
tweede jaar ondervinding...	33.38	—	—	second year of experience...	33.38	—	—
derde jaar ondervinding...	43.38	—	—	third year of experience...	43.38	—	—
vierde jaar ondervinding...	53.38	—	—	fourth year of experience...	53.38	—	—
vyfde jaar ondervinding...	63.38	—	—	fifth year of experience.....	63.38	—	—
Buiteverkoopbediende, vrou—				Off-sales attendant, female:—			
Gekwalifiseer.....	44.38	—	—	Qualified.....	44.38	—	—
Ongekwalfiseer—				Unqualified—			
eerste jaar ondervinding...	21.38	—	—	first year of experience.....	21.38	—	—
tweede jaar ondervinding...	27.13	—	—	second year of experience...	27.13	—	—
derde jaar ondervinding...	32.88	—	—	third year of experience...	32.88	—	—
vierde jaar ondervinding...	39.13	—	—	fourth year of experience...	39.13	—	—
Hoteljoggie—				Page—			
met minder as ses maande ondervinding.....	12.73	—	—	with less than six months' ex- perience.....	12.73	—	—
met minstens ses maande ondervinding.....	14.05	—	—	with not less than six months' experience.....	14.05	—	—

	Groep I.	Groep II.	Groep III.
	Werk-nemers uitgeson- derd los of deeltidse werk-nemers.	Los werk-nemers.	Deeltidse werk-nemers.
	Per maand.	Per dag of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.
	R	R	R
Proviantkamerwerknemer—			
Gekwalifiseer.....	28.87	—	—
Ongekwalifiseer—			
met minder as ses maande ondervinding.....	13.63	—	—
met ses of langer, maar minder as twaalf maande ondervinding.....	15.01	—	—
met twaalf of langer, maar minder as agtien maande ondervinding.....	18.89	—	—
Hoofdafelbediende.....	32.70	—	—
Hoofwynkelner.....	32.70	—	—
Tafelbediende/wynkelner, ge- kwalifiseer.....	27.61	2.11	2.11
na ses maande diens by die- selfde werk-gewer.....	31.62	—	—
Leerlingtafelbediende/-wyn- kelner—			
met minder as twaalf maande ondervinding.....	13.63	—	—
na ses maande ononderbroke diens by dieselfde werk-gewer	15.01	—	—
met meer as twaalfde maande ondervinding.....	18.89	—	—
na ses maande ononderbroke diens by dieselfde werk-gewer	20.53	—	—
Portier.....	31.44	—	—
Deurwagter.....	31.44	—	—
Faktotum.....	24.31	0.93	0.93
Skakelbordbediener.....	24.31	0.93	0.93
Lyfkneg.....	24.31	0.93	0.93
Wasserywerker.....	26.59	—	—
Wasseryhulp.....	22.29	—	—
Kombuishulp.....	18.00	—	—
Nagportier.....	31.44	—	—

(2) Geen leerling mag as 'n los of deeltidse werknemer in diens geneem word nie teen 'n laer loon as dié in 'n bedryfsinrigting voorgeskryf vir 'n gekwalifiseerde werknemer vir die klas werk waarvoor die leerling in diens geneem word.

(3) (a) Wanneer 'n werknemer in Gebied A instem, of wanneer daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes of huisvesting van sy werk-gewer aan te neem, mag sy werk-gewer hoogstens die bedrae hieronder gespesifiseer van sy besoldiging aftrek;

(b) Elke vroulike klerk, huishoudster, huisbediende, graad II-werknemer, nagwag, en kombuishulp in Gebied A is geregtig daarop om etes en huisvesting te ontvang. Met dien verstande dat 'n werk-gewer bedrae soos hieronder gespesifiseer van die besoldiging van sodanige kategorië werknemers wat sodanige etes en huisvesting of etes of huisvesting ontvang, mag aftrek—

	Graad II- werknemers, nagwagte, kombuishulpe.	Huis- bediende.	Vroulike klerke, huishoudsters.
	Per maand. R	Per maand. R	Per maand. R
Etes.....	3.25	6.72	12.20
Huisvesting.....	1.08	3.90	7.80
Etes en huisvesting	4.33	10.62	20.00

(c) 'n Kroegman, kok, deeltidse werknemer, los werknemer, hoteljoggie, tafelfbediende, portier, klerk, kassier, korttyd-kassier, proviantkamerwerknemer, hooftafelbediende, hoofwynkelner, hoofkroegman, faktotum, wasserywerker, wasseryhulp, nagportier, skakelbordbediener, lyfkneg en hyserbediende in Gebied A is geregtig daarop om dié etes wat binne sy werkure val, gratis te ontvang. Waar sodanige etes nie verskaf word nie, moet 'n toelae van 10 sent per ete in plaas daarvan aan sodanige werknemer betaal word.

(d) 'n Buiteverkoopbediende in Gebied A is geregtig op een gratis ete per werkdag.

	Group I.	Group II.	Group III.
	Employees Other than Casual or Part-time.	Casual Employees.	Part-time Employees.
	Per Month. R	Per Day or Part of Day. R	Per Day or Part of Day. R
Still-room employee—			
Qualified.....	28.87	—	—
Unqualified—			
with less than six months' experience.....	13.63	—	—
with six or more, but less than twelve months' ex- perience.....	15.01	—	—
with twelve or more, but less than eighteen months' experience.....	18.89	—	—
Head waiter.....	32.70	—	—
Head wine steward.....	32.70	—	—
Waiter/wine steward, qualified..	27.61	2.11	2.11
after six months' service with the same employer.....	31.62	—	—
Learner waiter/wine steward with less than twelve months' experience.....	13.63	—	—
after six months' unbroken service with the same em- ployer.....	15.01	—	—
with more than twelve months' experience.....	18.89	—	—
after six months' unbroken service with the same em- ployer.....	20.53	—	—
Porter.....	31.44	—	—
Commissionaire.....	31.44	—	—
Handyman.....	24.31	0.93	0.93
Switchboard operator.....	24.31	0.93	0.93
Valet.....	24.31	0.93	0.93
Laundryman.....	26.59	—	—
Laundryhand.....	22.29	—	—
Kitchenhand.....	18.00	—	—
Night porter.....	31.44	—	—

(2) No learner shall be employed as a casual or part-time employee at a wage lower than is prescribed for a qualified employee in an establishment for the class of work in which the learner is employed.

(3) (a) Whenever an employee in Area A agrees, or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder may be made from his remuneration by the employer.

(b) Each female clerical employee, housekeeper, housemaid, Grade II employee, night watchman and kitchen hand in Area A shall be entitled to receive board and lodging. Provided that an employer may make deductions as specified hereunder from the remuneration of such categories of employees who receive such board and lodging or board or lodging:—

	Grade II Employees, Nighwatch- men, Kitchen- hands.	Housemaid.	Female Clerical Em- ployees, housekeeper.
	Per Month. R	Per Month. R	Per Month. R
Board.....	3.25	6.72	12.20
Lodging.....	1.08	3.90	7.80
Board and lodging	4.33	10.62	20.00

(c) A barman, cook, part-time employee, casual employee, page, waiter, porter, clerical employee, cashier, cashier short-time, still-room employee, head waiter, head wine steward, head barman, handyman, laundry-man, laundryhand, night porter, switchboard operator, valet and lift operator in Area A shall be entitled, free of charge, to meals which fall within his working hours. Where such meals are not provided, an allowance of 10 cents per meal shall be paid to such employee in lieu thereof.

(d) An off-sales attendant in Area A shall be entitled to one free meal per working day;

(e) Alle werknemers in Gebied B is geregtig op gratis etes en huisvesting benewens die loon hierin vir sodanige werknemer voorgeskryf, met dien verstande dat geen bedrag in plaas daarvan betaal mag word aan 'n werknemer wat nie die etes en/of huisvesting wat verskaf word, aanneem nie. Voorts met dien verstande dat 'n werkgewer elkeen van sy werknemers vir wie hy nie etes en/of huisvesting verskaf nie, maandeliks en op die gewone betaaldag, benewens sy loon minstens die volgende bedrae moet betaal:—

	Graad II-werknemers, nagwagte, kombuis- hulpe.	Ander omskrewe werknemers.
	R	R
Etes.....	3.25	6.72
Huisvesting.....	1.08	3.90
Etes en huisvesting...	4.33	10.62

(4) 'n Werkgewer wat verkies om 'n werknemer per week te betaal, moet sodanige werknemer minstens die maandloon vir sodanige werknemer, gedeel deur vier en een derde betaal.

(5) 'n Loonsverhoging waarop 'n leerling geregtig is ingevolge die bepalings van hierdie klousule, word verskuldig en betaalbaar op die eerste betaaldag na die voltooiing van die dienstrydperk wat hom op sodanige verhoging geregtig maak.

(6) (a) 'n Werknemer van wie op enige dag vereis of wat op enige dag toegelaat word om twee of meer soorte werk waarvoor verskillende lone voorgeskryf word, vir 'n tydperk van minder as vier uur te verrig, moet vir die tyd in sodanige klas gewerk, teen minstens die uurloon van toepassing op dié klas werk, besoldig word, maar in geen geval mag sodanige werknemer minder betaal word as die loon waarteen hy in diens geneem is nie.

(b) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir altesaam langer as vier uur op 'n dag, benewens sy eie klas werk, of in plaas daarvan, werk van ander klas te verrig waarvoor of—

(i) 'n hoër loon as die van sy eie klas; of

(ii) 'n stygende loonskaal wat eindig op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig dieselfde loon betaal as wat aan 'n gekwalifiseerde werknemer wat dieselfde klas werk verrig, betaal, maar in geen geval mag sodanige werknemer minder betaal word as die loon waarteen hy in diens geneem is nie, met dien verstande dat 'n buiteverkoopbediende van wie vereis word om in 'n kroeg te werk, minstens R0.60 per uur vir elke uur aldus gewerk, betaal moet word.

(7) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die lone wat aan werknemers voor die datum van inwerking-treding van hierdie Ooreenkoms betaal is, verminder nie.

(8) Onmiddellik nadat hierdie Ooreenkoms in werking tree, moet alle leerlingtafelbediendes en -wynkelers wat in klousule 4 (1) genoem word en in Gebied A in diens is, 'n opleidingskollege wat deur die Nywerheidsraad erken word of voltyds of deelyds vir 'n minimum tydperk van twee jaar bywoon. Die werkgewer moet die opleidingskollegegeld ten opsigte van sodanige leerlingtafelbediendes en -wynkelers betaal; sodanige gelde word in twaalf gelyke paalemente van die besoldiging van sodanige leerling afgetrek. Indien die leerling elke jaar van dié opleidingskursus slaag, moet die gelde aan hom terugbetaal word.

(9) Die lone in hierdie klousule voorgeskryf, word geag die lewenskostetoelae wat ingevolge Oorlogsmatreël 43 van 1942, soos gewysig, betaalbaar is, in te sluit. Indien die lewenskostetoelae wat ingevolge genoemde Oorlogsmatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, in so 'n mate verhoog word dat 'n werknemer op 'n hoër besoldiging as die loon in hierdie klousule voorgeskryf, geregtig sou word, moet sy loon met minstens die bedrag van sodanige verhoging verhoog word.

5. BETALING VAN BESOLDIGING.

(1) Die lone van alle werknemers is op die gewone betaaldag van die maand verskuldig en in kontant betaalbaar, met dien verstande dat die betaaldag voor of op die derde dag nadat die besoldiging van 'n werknemer verskuldig word, moet val, en betaling geskied soos volg:—

(a) Maandeliks, in die geval waar werkgewers ingevolge subklousule (4) van klousule 4 van hierdie Ooreenkoms verkies om werknemers maandeliks te betaal;

(b) wekliks, in die geval van alle ander werknemers; en

(c) die lone moet in 'n koefert of ander houër wees of vergesel gaan van 'n staat wat die werknemer se naam en betaalstaatsnommer, die werknemer se beroep, getal oortydure gewerk, die besoldiging verskuldig en die tydperk ten

(e) All employees in Area B shall be entitled to receive free of charge board and lodging in addition to the wage herein prescribed for such employee, provided that no payment shall be made in lieu thereof to any employee who does not accept board and/or lodging as provided. Provided further that an employer shall pay to each of his employees for whom he does not provide board and/or lodging per month and on the usual pay day in addition to his wage not less than the following amounts:—

	Grade II Employees, Nightwatchmen, Kitchenhands.	Other Employees Defined.
	R	R
Board.....	3.25	6.72
Lodging.....	1.08	3.90
Board and lodging..	4.33	10.62

(4) An employer who elects to pay an employee by the week shall pay such employee not less than the monthly wage for such employee divided by four and one-third.

(5) Any increase in wages to which a learner is entitled under the provisions of this section shall become due and payable on the first pay day after the completion of the period of employment entitling him to such increase.

(6) (a) An employee who on any day is required or allowed to perform two or more classes of work for any period of less than four hours for which different wages are prescribed shall for the time worked at each such class of work be paid at not less than the time rate applicable to the class of work, but in no case shall such employee be paid less than at the rate of wages for which he has been engaged.

(b) An employer who requires or permits a member of one class of his employees to perform for longer than four hours in the aggregate on any day, either in addition to his own class of work or in substitution therefor work of another class for which either—

(i) a wage higher than that of his own class; or

(ii) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-clause (1) shall pay to such employee in respect of the whole day on which he performs such work the same rate of pay as paid to a qualified employee doing the same class of work, but in no case shall such employee be paid less than at the rate of wages he has been engaged for, provided that an off-sales attendant who is required to work in a bar shall be paid not less than R0.60 per hour for each hour so worked;

(7) Nothing in this Agreement shall operate to reduce the wages which were being paid to any employee prior to the date of coming into operation of this Agreement.

(8) Immediately upon the coming into force of this Agreement all learner waiters and learner wine stewards referred to in clause 4 (1) and who are employed in the Area A, must attend a training college recognised by the Industrial Council, either full time or part-time for a minimum period of two years.

The employer shall pay the training college fees in respect of such learner waiters and learner wine stewards; such fees shall be deducted in twelve equal instalments from the remuneration of such learner; should the learner pass each year of the training course, such fees shall be refunded.

(9) The wages prescribed in this clause shall be deemed to include the cost of living allowance payable in terms of War Measure, No. 43 of 1942 as amended. Should the cost of living allowance payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would become entitled to remuneration in excess of the wage prescribed in this clause his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

(1) The wages of all employees shall become due and payable in cash on the usual pay day of the month, provided that pay day shall be on a day not later than three days after the remuneration of any employee becomes due—

(a) monthly, in the case where employers have elected in terms of sub-clause (4) of clause 4 of this Agreement to pay employees by the month;

(b) weekly in cases of all other employees; and

(c) the wages shall be contained in an envelope or other container or accompanied by a statement showing the employee's name and pay roll number, the employee's occupation, number of overtime hours worked, the

opsigte waarvan besoldiging betaal word, toon, met dien verstande dat indien die dienskontrak van 'n werknemer voor die gewone betaaldag van sodanige werknemer beëindig word, die besoldiging aan hom verskuldig onmiddellik by sodanige beëindiging betaal moet word.

(2) Geen premie mag gevra of aangeneem word vir die opleiding van 'n werknemer nie.

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

(4) 'n Werkgever mag sy werknemer geen boetes opleë of geen bedrae van sy besoldiging aftrek nie, met dien verstande dat hy die volgende mag aftrek:—

- (a) Behoudens ander bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgever van sy werk afwesig is, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;
- (b) met die skriftelike toestemming van die werknemer bedrae vir vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfondse;
- (c) bydraes aan die Raadsfonds ingevolge klousule 14 van hierdie Ooreenkoms;
- (d) waar 'n werkgever ingevolge 'n wet of ordonnansie of regsgeeding bedrae vir of namens 'n werknemer moet betaal, die bedrag aldus betaal;
- (e) in Gebied A, met die skriftelike toestemming van die werknemer, 'n bedrag van 10 sent per ete [uitgesonderd etes wat ingevolge klousule 4 (3) (c) gratis verskaf word] of 90 sent per week vir huisvesting, van die loon van 'n kroegman, klas A en klas C, aan wie sodanige etes of huisvesting verskaf word;
- (f) met die skriftelike toestemming van die werknemer, bedrae vir ledegeld aan die vakvereniging;
- (g) 'n bedrag vir besoldiging wat 'n werkgever aan sy werknemer voorgeskiet het.

6. VERBOD OP INDIENSNEEMING.

Uitgesonderd waar 'n hoër ouderdomsbepaling vasgestel word kragtens die Drankwet, 1928, soos gewysig, mag geen persoon onder die ouderdom van 16 jaar in 'n bedryfsinrigting in diens geneem word nie.

7. WERKURE.

(1) (a) Die gewone werkure van 'n kroegman, klas A, of kroegman, klas B, mag hoogstens 111 binne 'n bepaalde tydperk van veertien dae, en nege op 'n bepaalde dag wees. In 'n bedryfsinrigting waarin daar sewe dae per week gewerk word, mag daar van 'n kroegman vereis word om al om die ander Sondag 'n maksimum van sewe en 'n half uur te werk maar die maksimum getal gewone werkure in 'n bepaalde tydperk van 14 dae moet 111 bly. Alle kroegmanne, uitgesonderd "los" kroegmanne of kroegmanne in 'n bedryfsinrigting waarin daar ses dae per week gewerk word, moet 'n diensvry aand per week toegestaan word wat nie later nie as 7 nm. begin; so 'n diensvry aand mag nie op 'n Vrydag, Saterdag of Sondag geneem word nie.

(b) Die gewone werkure van 'n kroegman, klas C, of klas D, of 'n kroegman in 'n bedryfsinrigting waarin ses dae per week gewerk word, mag hoogstens 54 in 'n bepaalde week en nege op 'n bepaalde dag wees.

(2) 'n Kroegman van wie vereis of wat toegelaat word om langer te werk as die ure voorgeskryf in subklousule (1) (a) en (b) van hierdie klousule moet vir sodanige langer werkure betaal word teen die loon van 60 sent per uur of gedeelte van 'n uur, met dien verstande dat waar oortyd bereken op 'n weeklikse of veertiendaagse grondslag verskil van dié bereken op 'n daaglikse grondslag, die grondslag wat vir die werknemer die gunstigste is aangeneem moet word, en vir die toepassing van hierdie klousule moet oortyd verskuldig aan werknemers genoem in subklousule (1) (a) van hierdie klousule, ondanks die bepalinge van klousule 5 (1), veertiendaaglik bepaal word en op die eersvolgende betaaldag betaal word.

(3) (a) In 'n bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting, mag die gewone werkure van 'n werknemer, uitgesonderd 'n korttyd-kassier, 'n kroegman, graad II-werknemer en nagwag, behoudens die bepalinge van paragraaf (d) van hierdie klousule, hoogstens ses dae van nege uur elk in 'n week wees en die nege uur moet voltooi word binne 'n werkdagbestek van 14½ uur. Vir elke uur of gedeelte daarvan op 'n dag gewerk wat langer is as die werkdagbestek voorgeskryf in hierdie subklousule, moet 'n werknemer dubbel die uurloon in klousule 4 vir 'n werknemer van sy klas voorgeskryf, betaal word.

(b) Die gewone werkure van 'n graad II-werknemer in 'n bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting is ses dae van 10 uur elk en die 10 uur moet binne 'n werkdagbestek van 14½ uur voltooi word, en een dag van vyf uur wat nie later nie as twee uur nm. voltooi moet word. Vir elke gedeelte daarvan wat daarop 'n dag langer gewerk word as die werkdagbestek in hierdie subklousule voorgeskryf, moet 'n werknemer dubbel die uurloon in klousule 4 vir 'n werknemer van sy klas voorgeskryf, betaal word.

remuneration due and the period in respect of which payment is made, provided that if the contract of service of an employee is terminated before the usual pay day of such employee the remuneration due to him shall be paid immediately on such termination.

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

(3) No employee shall be required to purchase goods from his employer.

(4) An employer shall not levy any fines against his employee, nor shall he make any deductions from his employee's remuneration, provided that he may make the following:—

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of such absence;
- (b) with the written consent of the employee, deductions may be made for holiday, sick, insurance, provident or pension funds;
- (c) contributions to the Council Fund shall be deducted in terms of clause 14 of this Agreement;
- (d) where an employer is compelled by law or ordinance or legal process to make payments for or on behalf of an employee, any such amount so paid may be deducted;
- (e) in Area A, with the written consent of the employee, a sum of 10 cents per meal (exclusive of meals provided free of charge in terms of clause 4 (3) (c), of 90 cents per week for lodging) may be deducted from the wage of a class A and class C barman to which such meals or lodging is supplied;
- (f) with the written consent of the employee, deductions for subscriptions to the Trade Union;
- (g) a deduction of any amount of remuneration advanced by an employer to his employee.

6. PROHIBITION OF EMPLOYMENT.

Except where a higher age limit is fixed under the Liquor Act, 1928, as amended, no person under the age of 16 years shall be employed in any establishment.

7. HOURS OF WORK.

(1) (a) The ordinary hours of work of a class A barman or a class B barman shall not exceed in any one fortnight 111 and on any one day nine. In a seven-day establishment a barman may be required to work for a maximum of seven and a half hours on alternate Sundays, but the maximum number of ordinary working hours in any one fortnight shall remain 111. All barmen, other than "casual" barmen or barmen in a six-day establishment shall be given off one evening per week, commencing not later than 7 p.m., such evening shall not be taken on either a Friday, Saturday or Sunday.

(b) The ordinary working hours of a class C or class D barman or a barman in a six-day establishment shall not exceed in any one week 54 or on any one day nine.

(2) Any barman who is required or allowed to work in excess of the hours prescribed in sub-clause (1) (a) and (b) of this clause shall for such excess be paid at the rate of 60 cents per hour or part of an hour provided that where overtime calculated on a weekly or fortnightly basis differs from that calculated on a daily basis, the basis more favourable to the employee shall be adopted and for the purpose of this clause overtime due to employees referred to in sub-clause (1) (a) of this clause shall notwithstanding the provisions of clause 5 (1) be determined fortnightly, and paid at the first ensuing pay day.

(3) (a) In an establishment, other than a wine and malt establishment, the ordinary hours of work of an employee, other than a cashier short-time, barman, grade II employee, kitchenhand and nightwatchman shall, subject to the provisions of paragraph (d) of this clause not exceed in any one week six days each of nine hours to be completed within a spreadover of 14½ hours. For each hour or part thereof worked on any day in excess of the spreadover prescribed in this sub-clause an employee shall be paid double the hourly wage prescribed in clause 4 for an employee of his class.

(b) The ordinary hours of work of a grade II employee and kitchenhand in an establishment, other than a wine and malt establishment, shall be six days of ten hours to be completed within a spreadover of 14½ hours and one day of five hours to be completed not later than 2 p.m. For each part thereof worked on any day in excess of the spreadover prescribed in this sub-clause, an employee shall be paid double the hourly wage prescribed in clause 4 for an employee of his class.

(c) In 'n wyn- en bierbedryfsinrigting mag die gewone werkers van 'n werknemer, uitgesonderd 'n kroegman graad II-werknemer en kombuushulp, behoudens die bepalings van paragraaf (d) van hierdie klousule, hoogstens 54 uur in 'n bepaalde week en nege op 'n bepaalde dag wees en in die geval van 'n graad II-werknemer en 'n kombuushulp, 60 per week of tien per dag.

(d) die werkers van buiteverkoopbedienendes is soos volg:—
Maandag tot Donderdag 9 vm. tot 5.45 nm.
Vrydag 9 vm. tot 7 nm.
Saterdag 9 vm. tot 2 nm.

met een uur vir middagete op elke dag, uitgesonderd Saterdag.

(4) 'n Werknemer, uitgesonderd 'n kroegman, van wie vereis of wat toegelaat word om op 'n dag langer as die gewone werkers vir sodanige dag te werk, moet vir elke uur of gedeelte daarvan een en 'n half maal die uurloon betaal word wat in klousule 4 vir 'n werknemer van sy klas voorgeskryf word.

(5) (a) In bedryfsinrigtings, uitgesonderd wyn- en bierbedryfsinrigtings moet 'n werkgewer aan elke werknemer, uitgesonderd 'n kroegman, graad II-werknemer en kombuushulp, een volle diensvry werkdag in elke week toestaan.

(b) In bedryfsinrigtings, uitgesonderd wyn- en bierbedryfsinrigtings, moet 'n werkgewer sy graad II-werknemer en kombuushulp elke maand een volle diensvry werkdag toestaan, maar hy mag met die toestemming van die werknemer in plaas van sy volle diensvry dag en halfdae, hom teen een en 'n half maal sy loon betaal.

(c) In bedryfsinrigtings, uitgesonderd wyn- en bierbedryfsinrigtings, moet 'n werkgewer sy nagwag een diensvry werkdag vir elke voltooide week diens toestaan.

(6) Behoudens klousule 7 (3) (c) moet elke werknemer minstens 30 minute vir elke ete wat binne sy werkers val, toegestaan word en geen werknemer mag langer as ses uur werk sonder 'n pouse van minstens 30 minute vir 'n ete nie. Alle etenstye moet ingesluit word in die werkdagbestek in subklousule (3) (a) van hierdie klousule genoem, maar hulle mag nie deel van die ure wat gewerk word, uitmaak nie.

(7) Oortydwerk moet beperk word tot agt uur per week, uitgesonderd in buitengewone omstandighede veroorsaak deur toestande buite die werkgewer se beheer.

(8) Die gewone werkers van 'n los werknemer mag hoogstens nege uur op 'n bepaalde dag wees.

8. GETALVERHOUDING VAN WERKNEMERS.

(1) In elke bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting—

(a) moet daar twee gekwalifiseerde kroegmanne, klas A in diens wees voordat 'n leerlingkroegman, klas A, in diens geneem mag word en vir elke twee gekwalifiseerde kroegmanne, klas A, aldus in diens, mag hoogstens een leerlingkroegman, klas A, in diens geneem word. Vir die toepassing van hierdie subklousule mag 'n werkgewer wat as kroegman werksaam is nie tel vir 'n kroegman in diens nie;

(b) moet daar eers twee gekwalifiseerde kroegmanne, klas B, in diens wees voordat 'n leerlingkroegman, klas B, in diens geneem mag word, en vir elke twee gekwalifiseerde kroegmanne, klas B, aldus in diens, mag hoogstens een leerlingkroegman, klas B, in diens geneem word;

(c) moet daar minstens drie gekwalifiseerde tafelbedienendes in diens wees voordat 'n leerlingtafelbediende in diens geneem mag word, en vir elke drie of gedeelte van drie gekwalifiseerde tafelbedienendes aldus in diens, mag hoogstens een leerlingtafelbediende in diens geneem word;

(d) moet daar minstens een gekwalifiseerde kok in diens wees voordat 'n leerlingkok in diens geneem mag word, en vir elke gekwalifiseerde kok in diens, mag hoogstens een leerlingkok in diens geneem word;

(e) moet daar agt volwasse graad II-werknemers in diens wees voordat 'n graad II-jeugdige in diens geneem mag word. Geen sodanige jeugdige werknemer, graad II, mag op nagskof in diens geneem word nie;

(f) moet daar minstens een gekwalifiseerde proviandkamerwerknemer in diens wees voordat 'n ongekwalifiseerde proviandkamerwerknemer in diens geneem mag word, en vir elke gekwalifiseerde proviandkamerwerknemer mag hoogstens een ongekwalifiseerde proviandkamerwerknemer in diens geneem word.

(2) In 'n wyn- en bierbedryfsinrigting—

(a) moet daar twee kroegmanne, klas C, in diens wees voordat 'n leerlingkroegman, klas C, in diens geneem mag word en vir elke twee gekwalifiseerde kroegmanne, klas C, aldus in diens, mag daar hoogstens een leerlingkroegman, klas C, in diens geneem word.

(b) moet daar twee kroegmanne, klas D, in diens wees voordat 'n leerlingkroegman, klas D, in diens geneem mag word en vir elke twee kroegmanne, klas D, aldus in diens, mag hoogstens een leerlingkroegman, klas D, in diens geneem word.

(c) In a wine and malt establishment, the ordinary working hours of an employee, other than a barman, grade II employee and kitchenhand, shall, subject to the provisions of paragraph (d) of this clause, not exceed in any one week 54, and on any one day nine, and in the case of a grade II employee and kitchenhand 60 per week or 10 per day.

(d) The hours of work of off-sales attendants shall be as follows:—

Monday to Thursday 9 a.m. to 5.45 p.m.

Friday 9 a.m. to 7 p.m.;

Saturday 9 a.m. to 2 p.m.;

with one hour for lunch each day, except Saturdays.

(4) An employee, other than a barman, who is required or allowed to work on any day in excess of the ordinary working hours for such day shall for each hour or part thereof be paid one and one half times the hourly wage prescribed in clause 4 for an employee of his class.

(5) (a) In establishments, other than wine and malt establishments, every employee other than a barman, grade II employee and kitchenhand shall be granted by his employer one full working day off per week.

(b) In establishments, other than wine and malt establishments, a grade II employee and kitchenhand shall be granted by his employer one full working day off each month, but may with the consent of the employee be paid in lieu of his full day and half days off at the rate of time and one half.

(c) In establishments, other than wine and malt establishments, a nightwatchman shall be granted by his employer one day off per week for each completed week of employment.

(6) Subject to clause 7 (3) (c) every employee shall be granted not less than 30 minutes for each meal, falling within his hours of work, and no employee shall work for longer than six hours without an interval of at least 30 minutes for a meal. All meal times shall be included in the spread-over referred to in sub-clause (3) (a) of this clause, but shall not form part of the hours worked.

(7) Overtime must be limited to eight hours per week, save under exceptional circumstances caused by conditions beyond the employer's control.

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

8. PROPORTION OR RATIO OF EMPLOYEES.

(1) In each establishment, other than a wine and malt establishment—

(a) there shall be employed two qualified class A barmen before a learner class A barman may be employed, and for every two qualified class A barmen so employed, not more than one class A learner barman may be employed. For the purpose of this sub-clause, an employer engaged as a barman shall not rank as a barman employed;

(b) before a learner class B barman may be employed, there shall first be employed two qualified class B barmen, and for every two qualified class B barmen so employed, not more than one learner class B barman may be employed;

(c) before a learner waiter may be employed, there shall first be employed not less than three qualified waiters, and for each three or part of qualified waiters so employed not more than one learner waiter may be employed;

(d) before a learner cook may be employed, there shall be employed not less than one qualified cook, and for every qualified cook employed, not more than one learner cook may be employed;

(e) before a grade II juvenile may be employed, there shall be eight adult grade II employees employed. No such grade II juvenile employee shall be employed on night shift;

(f) before an unqualified still-room employee may be employed, there shall be employed not less than one qualified still-room employee, and for every qualified still-room employee, not more than one unqualified still-room employee may be employed.

(2) In a wine and malt establishment—

(a) there shall be employed two class C barmen before a learner class C barman may be employed, and for every two qualified class C barmen so employed, not more than one learner class C barman may be employed;

(b) there shall be employed two class D barmen before a learner class D barman may be employed, and for every two class D barmen so employed, not more than one learner class D barman may be employed;

(3) Een gekwalifiseerde manlike buiteverkoopbediende moet in diens wees voordat 'n ongekwalifiseerde manlike buiteverkoopbediende in diens geneem mag word, en vir elke gekwalifiseerde manlike buiteverkoopbediende mag hoogstens een ongekwalifiseerde manlike buiteverkoopbediende in diens geneem word.

(4) Een gekwalifiseerde vroulike buiteverkoopbediende moet in diens wees voordat 'n ongekwalifiseerde vroulike buiteverkoopbediende in diens geneem mag word en vir elke gekwalifiseerde vroulike buiteverkoopbediende mag hoogstens een ongekwalifiseerde vroulike buiteverkoopbediende in diens geneem word.

(5) Los of deeltydse werknemers word nie as werknemers gereken vir die toepassing van enige deel van hierdie klousule nie.

(6) Vir die toepassing van hierdie klousule word die eienaar bestuurder, lisensiehouer of huishoudster, of enige lid van dié gesin van dié eienaar, bestuurder, lisensiehouer of huishoudster, nie geag in diens te wees as kroegmanne of koks nie, tensy skriftelike magtiging vooraf van die Nywerheidsraad verkry is.

(7) Gedurende die eerste ses maande van die leertydperk moet 'n leerlingkroegman onder die onmiddellike toesig van 'n gekwalifiseerde kroegman wees en moet hy nie vir langer as twee uur op 'n bepaalde dag sonder toesig gelaat word nie; met dien verstande dat hierdie ure te bowe gegaan mag word in omstandighede buite die werkgewer se beheer.

9. DIENSSERTIFIKAAT.

Elke werkgewer moet 'n dienssertifikaat gratis aan elke werknemer uitreik op die tydstip waarop hy sodanige werkgewer se diens verlaat. Die sertifikaat moet die werknemer se volle naam, adres, ouderdom, beroep, loonskaal en werklike loon wat betaal een is, en die nommer van enige sertifikaat deur dié werkgewer diens aanvaar en diens verlaat het, aantoon. Alle sertifikate deur sodanige werkgewer uitgereik, moet in volgorde genummer word en moet die naam van die vorige werkgewer, indien daar een is, en die nommer van enige sertifikaat deur dié werkgewer aan die betrokke werknemer uitgereik, aantoon. Die werkgewer moet 'n Duplikaatkopie van elke sertifikaat wat uitgereik is, hou, en die werkgewer moet 'n verdere kopie by die Sekretaris van die Nywerheidsraad indien.

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) (a) Alle werknemers, uitgesonderd kroegmanne, korttyd-kassiers, koks, graad II-werknemers, kombuisulpe, nagwagte, deeltydse werknemers of los werknemers moet ten opsigte van elke 50 weke diens by dieselfde werkgewer, 14 agtereenvolgende dae afwesighedsverlof met volle besoldiging verleen word; met dien verstande dat waar geen siekteverlof gedurende die jaar geneem is nie, die getal dae afwesighedsverlof met volle besoldiging na 21 agtereenvolgende dae vermeerder moet word. Die werkgewer mag die tyd vasstel wanneer sodanige verlof geneem moet word, maar indien die werkgewer nie aan sy werknemer sy verloftydperk op 'n vroër datum verleen het nie, moet sodanige verlof verleen en geneem word dat dit binne drie maande na die beëindiging van 50 weke diens begin. Behoudens subklousule (3), wanneer 'n werknemer se diens in enigeen van sy diensjare beëindig word voor die voltooiing van die jaar maar na die voltooiing van vier maande diens, moet die werkgewer die werknemer vir elke voltooide week diens in die onvoltooide jaar een vyf-en-twintigste van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is; voorts met dien verstande dat waar die siekteverlof gedurende die jaar geneem, minder as sewe dae is, die getal dae afwesighedsverlof met volle besoldiging vermeerder moet word met die getal dae siekteverlof wat nie geneem is nie.

(b) (i) Kroegmanne moet ten opsigte van elke 49 weke diens by dieselfde werkgewer 24 agtereenvolgende dae afwesighedsverlof met volle besoldiging toegestaan word; met dien verstande dat die verlof wat aan 'n kroegman met twee of meer agtereenvolgende jaar diens by dieselfde werkgewer verleen word, tot agt-en-twintig (28) dae vermeerder moet word.

(ii) Koks en nagwagte moet ten opsigte van elke 49 weke diens by dieselfde werkgewer een-en-twintig (21) agtereenvolgende dae afwesighedsverlof met volle besoldiging verleen word.

Behoudens subklousule (3), wanneer 'n werknemer se diens in enige bepaalde jaar van sy diens beëindig word voor die voltooiing van die jaar maar na die voltooiing van vier maande diens, moet die werkgewer—

(i) 'n kok vir elke voltooide week diens in die onvoltooide jaar drie een-en-veertigstes van 'n week se loon, teen die loon wat die werknemer ontvang het toe sy diens beëindig is, betaal;

(ii) 'n kroegman vir elke voltooide week diens in die onvoltooide jaar—

(a) in die eerste jaar diens, een veertiende;

(b) daarna, een twaalfde,

van 'n week se loon, teen die loon wat die werknemer ontvang het toe sy diens beëindig is, betaal.

(3) One qualified male off-sales attendant must be employed before an unqualified male off-sales attendant can be employed, and for each qualified male off-sales attendant not more than one unqualified male off-sales attendant may be employed.

(4) One qualified female off-sales attendant must be employed before an unqualified female off-sales attendant can be employed and for each qualified female off-sales attendant not more than one unqualified female off-sales attendant may be employed.

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

(6) For the purposes of this clause, the proprietor, manager, licensee or housekeeper, or any member of the family of the proprietor, manager, licensee or housekeeper shall not be deemed to be employed as barman or cooks unless written authority is first obtained from the Industrial Council.

(7) During the first six months of the learner period, a learner barman must be under the direct supervision of a qualified barman, and must not be left unsupervised for a period longer than two hours in any one day; provided that these hours may be exceeded in circumstances beyond the employer's control.

9. CERTIFICATE OF SERVICE.

Every employer shall issue a certificate of service free of charge to each employee at the time he leaves such employer's service. The certificate shall show the employee's name in full, address, age, occupation, rate of pay and actual wage paid together with the dates of the employee's entering and leaving the service of the employer. All certificates issued by such employer shall be numbered consecutively and shall show the name of the previous employer, if any, and the number of any certificate issued by that employer to the employee concerned.

A duplicate copy of each certificate issued shall be retained by the employer and a further copy be delivered by the employer to the Secretary of the Industrial Council.

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) (a) All employees, other than barmen, cashier short-time, cooks, grade II employees, kitchenhands, nightwatchmen, part-time employees or casual employees, shall be given in respect of each 50 weeks of employment with the same employer 14 consecutive days' leave of absence on full pay, provided that, where no sick leave was taken during the year, the number of days leave of absence on full pay shall be increased to 21 consecutive days. The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 50 weeks' employment. Subject to sub-clause (3) when in any year of an employee's service his employment is terminated before the completion of a year but after the completion of four months' employment the employer shall pay to the employee for each completed week of employment in the uncompleted year one twenty-fifth of a week's wage at the wage which the employee was receiving when his employment was terminated; provided further, that where the sick leave taken during the year is less than seven days, the number of days' leave of absence on full pay shall be increased by the number of days' sick leave not taken.

(b) (i) Barmen shall be given in respect of each 49 weeks' employment with the same employer 24 consecutive days' leave of absence on full pay; provided that the leave to be given to a barman who has completed two or more consecutive years' service with the same employer shall be increased to twenty-eight (28) consecutive days.

(ii) Cooks and nightwatchmen shall be given in respect of each 49 weeks' employment with the same employer twenty-one (21) consecutive days' of absence on full pay.

Subject to sub-clause (3) when in any one year of an employee's service his employment is terminated before the completion of the year, but after the completion of four months' employment the employer shall pay to—

(a) a cook for each completed week of employment in the uncompleted year three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated;

(b) a barman for each completed week of employment in the uncompleted year—

(i) in the first year of employment, one-fourteenth;

(ii) thereafter, one-twelfth,

of a week's wage at the wage which the employee was receiving when his employment was terminated;

(c) Graad II-werknemers en kombuishulpe moet ten opsigte van elke 50 weke diens by dieselfde werkgewer twee agtereenvolgende weke afwesigheidsverlof met volle besoldiging verleen word. Die werkgewer mag die tyd vasstel wanneer sodanige verlof geneem moet word, maar indien die werkgewer nie aan die werknemer sy verloftydperk op 'n vroeër datum verleen het nie, moet sodanige verlof verleen en geneem word sodat dit binne drie maande na die beëindiging van vyftig (50) weke diens begin. Behoudens subklousule (3), wanneer 'n werknemer se diens in enigen van sy diensjare voor die voltooiing van die jaar, maar na die voltooiing van vier maande diens, beëindig word, moet die werkgewer die werknemer vir elke voltooië week diens in die onvoltooië jaar een vyf-en-twintigste van die weekloon betaal wat die werknemer ontvang het toe sy diens beëindig is. Volgens onderlinge ooreenkoms mag graad II-werknemers en kombuishulpe betaling ontvang in plaas van jaarlikse verlof.

(d) Indien Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, moet nog 'n dag in die plek van elke sodanige dag by genoemde tydperk gevoeg word as 'n verdere verloftydperk met volle besoldiging ten opsigte van subklousule (a) of (b) van hierdie klousule.

(e) Die verloftydperk in subklousule (1) genoem, mag nie saamval met enige tydperk van siekteverlof verleen ingevolge klousule 11 nie of, tensy die werknemer aldus versoek en die werkgewer skriftelik aldus toestem, met enige tydperk van militêre opleiding nie.

(f) 'n Werknemer wat geregtig geword het op 'n verloftydperk voorgeskryf in subklousule (1) en wie se dienskontrak beëindig word voordat sodanige verlof verleen is, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, in plaas van sodanige verlof betaal word ooreenkomstig die bepalinge van subklousule (1) (c).

(2) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag enige tydperk of tydperke te omvat wat 'n werknemer—

- (a) ingevolge subklousule (1) van hierdie klousule met verlof afwesig is;
- (b) ingevolge klousule 11 van hierdie klousule met siekteverlof afwesig is;
- (c) op las of op versoek van die werkgewer afwesig is;
- (d) militêre opleiding ondergaan,

wat altesaam hoogstens 10 weke in 'n bepaalde jaar beloop ten opsigte van items (a), (b) en (c) plus enige tydperk van militêre opleiding van hoogstens vier maande in dié jaar ondergaan, en diens word geag soos volg te begin—

- (i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms ingevolge 'n statutêre wet op 'n tydperk van verlof geregtig geword het, op die datum waarop sodanige werknemer laas ingevolge sodanige wet op sodanige verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die inwerkingtredingsdatum van hierdie Ooreenkoms en op wie 'n statutêre wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nie daarkragens op 'n verloftydperk geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van alle ander werknemers, op die datum waarop sodanige werknemer by die werkgewer in diens getree het of die inwerkingtredingsdatum van hierdie Ooreenkoms, naamlik die jongste datum.

(3) Ingeval 'n lisensie oorgedra of 'n bedryfsinrigting verkoop word, moet die oordraer of verkoper aan elke werknemer met meer as een maand diens een dag se besoldiging betaal vir elke voltooië maand diens sedert die werknemer laas op verlof met volle besoldiging geregtig geword het.

(4) Geen werknemer mag vir 'n loon of enige ander vergoeding in die Drank- en Verversingsbedryf werk terwyl hy op afwesigheidsverlof met volle besoldiging is nie.

(5) 'n Werkgewer mag van 'n tydperk van jaarlikse verlof voorgeskryf in subklousule (1) enige dae geleentheidsverlof aftrek wat gedurende die diens tydperk van 12 maande waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle besoldiging aan laasgenoemde verleen is.

(6) (a) 'n Werknemer, uitgesonderd 'n los werknemer, deelydse werknemer, kroegman, kok, korttyd-kassier, graad-II werknemer en kombuishulp is geregtig op en moet verlof met volle besoldiging verleen word op Goeie Vrydag, Hemelvaartsdag, Gelofte-dag en Kersdag; met dien verstande dat van 'n werknemer vereis mag word om op enige sodanige dag te werk.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, kok, deelydse werknemer, korttyd-kassier, kroegman, en graad II-werknemer en kombuishulp op Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgewer hom ten opsigte van die ure wat hy gewoonlik op sodanige dag werk, besoldiging teen minstens dubbel die loon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur die getal gewone werke waarop sodanige loon betrekking het; met dien verstande dat waar 'n werknemer wie se gewone vry dag op die openbare vakansiedag

(c) grade II employees and kitchenhands shall be given in respect of each 50 weeks' employment with the same employer two consecutive weeks leave of absence on full pay. The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of fifty (50) weeks of employment. Subject to sub-clause (3), when in any year of an employee's service his employment is terminated before the completion of the year, but after the completion of four months' employment the employer shall pay to the employee for each completed week of employment in the uncompleted year one twenty-fifth of a week's wage the employee was receiving when his employment was terminated. By mutual arrangement, grade II employees and kitchenhands may be paid in lieu of annual leave;

(d) if Good Friday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay in respect of sub-clause (a) or (b) of this clause;

(e) the period of leave referred to in sub-clause (1) shall not run concurrently with any period of sick leave granted in terms of clause 11, nor, unless the employee so requests and the employer so agrees, in writing, with any period of military training;

(f) any employee who has become entitled to a period of leave prescribed in sub-clause (1), and whose contract of employment is terminated before such leave has been granted, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in lieu of such leave in accordance with the terms of sub-clause (1) (c).

(2) For the purpose of this clause, the expression “employment” shall be deemed to include any period or periods during which an employee is absent—

- (a) on leave in terms of sub-clause (1) of this clause;
- (b) on sick leave in terms of clause 11;
- (c) on instructions or at the request of the employer;
- (d) on military training,

amounting in the aggregate in any one year to not more than 10 weeks in respect of items (a), (b) and (c) plus any period of military training undergone in that year for a period not exceeding 4 months and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to a period of leave in terms of any statutory law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of the commencement of this Agreement and to whom any statutory law providing for annual leave applied, but who has not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered the employer's service, or the date of the coming into force of this Agreement, whichever is the later.

(3) In the case of a transfer of licence or sale, the transferer or seller shall pay to each employee with more than one month's employment, one day's pay for each completed month of employment since the employee last became entitled to leave on full pay.

(4) No employee shall work for wages or any other consideration in the liquor and catering trade while on leave of absence on full pay.

(5) An employer may set off against a period of annual leave prescribed in sub-clause (1) any days of occasional leave granted on full pay to his employee, at the latter's written request during the period of twelve months' employment to which the period of annual leave relates.

(6) (a) An employee, other than a casual employee, part-time employee, barman, cook, cashier short-time grade II employee and kitchenhand shall be entitled to and be granted leave on full pay on Good Friday, Ascension Day, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day.

(b) Whenever an employee, other than a casual employee, cook, part-time employee, cashier short-time, barman, grade II employee and kitchenhand works on Good Friday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall pay him remuneration in respect of the hours ordinarily worked by him on such day at a rate of not less than double the wage prescribed in clause 4 (1) for an employee of his class divided by

val wat aldus omskryf, word, hy benewens die bedrag in hierdie paragraaf voorgeskryf een dag se besoldiging moet ontvang omdat hy op sodanige openbare vakansiedag werk, of 'n-addisionele vry dag met volle besoldiging verleen moet word of een volle dag se besoldiging vir sodanige addisionele vry dag betaal moet word.

11. SIEKTEVERLOF.

(1) Elke werknemer is geregtig op 14 dae siekteverlof met volle besoldiging gedurende elke 12 maande ononderbroke diens by dieselfde werkgever, met dien verstande dat—

- (a) daar nie ingevolge die Ongevallewet, 1941, soos dit van tyd tot tyd gewysig mag word, vergoeding vir sodanige siekte of ongeluk betaalbaar is nie;
- (b) hy nie op sodanige siekteverlof geregtig word nie tot tyd en wyl hy vier maande ononderbroke diens by dieselfde werkgever voltooi het;
- (c) hy binne drie dae op eie koste 'n doktersertifikaat ten opsigte van sy siekte, deur 'n geregistreerde mediese praktisyn uitgereik, indien;
- (d) sy siekte nie deur sy eie wangedrag veroorsaak is nie;
- (e) waar sodanige siekteverlof van 14 dae in enige jaar nie geneem word nie, dit mag oploep tot 'n tydperk van hoogstens vier weke.

(2) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke te omvat wat 'n werknemer—

- (a) ingevolge klousule 10 met verlof afwesig is;
- (b) op las of op versoek van sy werkgever afwesig is;
- (c) ingevolge subklousule (1) met siekteverlof afwesig is;
- (d) militêre opleiding ondergaan, vir 'n maksimum tydperk van 4 maande.

12. UNIFORMS EN WASGOED.

(a) 'n Werkgever moet alle uniforms, voorskote, wit pette, wit pakke klere of swart baadjies of ander spesiale klere uitgesonderd swart broeke, wat hy vereis dat sy werknemer, uitgesonderd los of deeltidse werknemers, dra gratis laat was en stryk.

(b) 'n Werkgever wat van sy portier, deurwagter of hoteljoggie vereis of hom toelaat om enige onderskeidende klere te dra, moet sodanige klere gratis verskaf, in stand hou en laat was en dit bly die eiendom van die werkgever.

(c) 'n Werkgever wat nie 'n vry uniform aan sy werknemer verskaf nie, moet die werknemer maandeliks 'n uniformtoelaag van vyftig (50) sent betaal; sodanige toelaag maak nie deel uit van die werknemer se besoldiging nie.

13. VERVOERTOELAE.

Die Raad mag, waar hy dit nodig ag, 'n vervoertoelaag, wat die werkgever aan sekere kategorieë werknemers moet betaal, hef; sodanige toelaag maak nie deel uit van die werknemer se besoldiging nie.

14. DIENSBEÏNDIGING.

(1) 'n Werkgever of werknemer, uitgesonderd 'n los werknemer of deeltidse werknemer wat die dienskontrak wil beëindig, moet—

- (a) in die geval van kroegmanne:—
 - (i) waar die werknemer tot een jaar in die werkgever se diens gestaan het—24 uur kennis gee;
 - (ii) waar die werknemer langer as een jaar in die werkgever se diens gestaan het—een week kennis gee;

(b) in die geval van alle werknemers, uitgesonderd kroegmanne:—

- (i) waar die werknemer tot ses maande in die werkgever se diens gestaan het—24 uur kennis gee;
- (ii) waar die werknemer langer as ses maande in die diens van die werkgever gestaan het—een week kennis gee;

van sy voorneme om die kontrak te beëindig, met dien verstande dat dit nie die volgende raak nie:—

- (i) die reg van 'n werkgever of werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir albei partye en langer as die in hierdie klousule voorgeskryf;

en voorts met dien verstande dat 'n werkgever of sy werknemer die kontrak sonder kennisgewing mag beëindig deur in plaas van sodanige kennisgewing aan die werknemer minstens die volgende te betaal of verbeur, na gelang van die geval:—

- (i) in die geval van diensopsegging van 24 uur, die weekloon gedeel deur sewe;
- (ii) waar daar 'n ooreenkoms ingevolge paragraaf (ii) van die eerste voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van diensopsegging ooreenstem met die tydperk waarvoor ooreengekom is.

the number of ordinary hours of work to which such wage relates; provided that where an employee, whose normal day off falls upon the public holiday so defined, shall in addition to the amount prescribed in this paragraph receive one day's pay for working on such public holiday, or an additional day off on full pay, or one full day's pay for such additional day off.

11. SICK LEAVE.

(1) Each employee shall be entitled to 14 days' sick leave on full pay during every 12 months' continuous employment with the same employer, provided that—

- (a) such sickness or accident is not compensable under the Workmen's Compensation Act, 1941, as may be amended from time to time;
- (b) he shall not become entitled to such sick leave until he has completed four months' continuous employment with the same employer;
- (c) provided he produces within three days, at his own expense, a medical certificate in respect of his illness, issued by a registered medical practitioner;
- (d) his illness has not been caused by his own misconduct;
- (e) where such sick leave of 14 days' is not taken in any one year it shall be cumulative up to any period not exceeding four weeks.

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

- (a) on leave in terms of clause 10;
- (b) on the instructions or at the request of his employer;
- (c) sick leave in terms of sub-clause (1);
- (d) during any period an employee is undergoing military training, for a maximum period of 4 months.

12. UNIFORMS AND LAUNDRY.

(a) An employer shall provide free of charge all laundering of any uniforms, aprons, white caps, white suits or black jackets or other special clothing, other than black trousers, which he requires his employees, other than casual or part-time employees to wear.

(b) Any employer who requires or permits his porter, commissionaire or page to wear any distinctive clothing shall supply, maintain and launder such clothing free of charge and it shall remain the property of the employer.

(c) Any employer who does not provide an employee with a free uniform shall pay to the employee a uniform allowance of fifty (50) cents per month; such allowance shall not form part of the employee's remuneration.

13. TRANSPORT ALLOWANCE.

The Council may impose a transport allowance to be paid by the employer to certain categories of employees where considered necessary; such allowance shall not form part of the employees remuneration;

14. TERMINATION OF SERVICE.

(1) An employer or employee, other than a casual or part-time employee, who desires to terminate the contract of employment shall give—

- (a) in respect of barmen—
 - (i) where the employee has served in the employer's employment up to one year—24 hours' notice;
 - (ii) where the employee has served in the employer's employment for a period exceeding one year—one week's notice;

(b) in respect of all employees other than barmen—

- (i) where the employee has served in the employer's employment up to six months—24 hours' notice;
- (ii) where the employee has served in the employer's employment for a period exceeding six months—one week's notice,

of the intention to terminate the contract, provided that this shall not effect—

- (i) the right of an employer or employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for such period of notice of equal duration on both sides for longer than prescribed in this clause;

and provided further that an employer or his employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice, not less than—

- (i) in the case of 24 hours' notice, the weekly wage divided by seven;
- (ii) where there is an agreement in terms of paragraph (ii) of the first proviso to sub-clause (1), the payment or forfeiting in lieu of notice shall correspond with the period agreed upon.

(2) Die diensopsegging voorgeskryf in subklousule (1) neem 'n aanvang met ingang van die dag waarop dit gegee word, met dien verstande dat die diensopseggingstydperk nie mag saamval nie met, of diens nie opgesê mag word nie gedurende enige tydperk wat 'n werknemer militêre opleiding ondergaan of gedurende 'n werknemer se afwesigheid met verlof verleen ingevolge klousule 10, of met siekteverlof verleen ingevolge klousule 11.

15. VRYSTELLINGS.

(1) Die Raad mag, behoudens die bepalings van artikel een-en-veertig (3) van die Wet, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geld, met dien verstande dat die Raad, as hy dit goed vind, na een week skriftelike kennisgewing aan die betrokke persoon gegee is, enige vrystellingstifikaat mag intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig die bepalings van subklousule (1) van hierdie klousule verleen word, 'n vrystellingstifikaat onderteken deur die voorsitter en homself, uitreik wat die volgende aantoon:—

- Die volle name van die betrokke persoon;
 - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes vasgestel ooreenkomstig die bepalings van subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word; en
 - die tydperk wat sodanige vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- alle sertifikate wat uitgereik word in volgorde nommer;
 - 'n kopie van elke stifikaat wat uitgereik word, hou;
 - waar vrystelling aan die werknemer verleen word, 'n kopie van die stifikaat aan die betrokke werkgewer stuur;
 - 'n kopie van elke vrystellingstifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 940, Durban, stuur.

16. RAADSFONDSE.

Die Fondse van die Raad, wat bêrus by en geadmistreer word deur die Raad, word op die volgende wyse verskaf:—

Elke werkgewer moet vier sent per week van die verdienste van elkeen van sy werknemers wat meer as twee rand (R2) in 'n bepaalde week, met inbegrip van die koste van etes en/of huisvesting, verdien, aftrek en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag voor of op die vyftiende dag van elke maand aan die Sekretaris van die Raad, Posbus 1814, Durban, stuur.

17. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Werkgewers moet aan werknemers wat verteenwoordigers in die Raad is alle redelike fasiliteite verleen om hulle pligte in verband met die werk van die Raad na te kom.

18. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en mag vir die leiding van werkgewers en werknemers, menings uitreik wat nie met die bepalings hiervan strydig is nie.

(2) Die Raad het die uitdruklike gesag om ondersoek in te stel na enige beweerde wanpraktyke wat uit diens voortspruit, met inbegrip van die invordering en distribusie van gelde namens werkgewers en werknemers.

(3) Geskille wat mag ontstaan betreffende die vertolking van enigeen van die bepalings van hierdie Ooreenkoms, moet na die Raad verwys word vir 'n beslissing.

19. BESTAANDE KONTRAKTE.

'n Dienskontrak wat op die inwerkingtreedingsdatum van hierdie Ooreenkoms geld, is onderworpe aan die bepalings van hierdie Ooreenkoms.

20. ALGEMEEN.

Niks in hierdie Ooreenkoms word geag die indiensneming van enigiemand wie se indiensname by wet verbied word, of die indiensneming van iemand wat op enige tydstop of tydstoppe by wet verbied word, te magtig nie.

21. TENTOONSTELLING VAN OOREENKOMS.

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek op sy perseel in 'n posisie wat toeganklik is vir al sy werknemers, opklak en opgeplak hou.

(2) The notice prescribed in sub-clause (1) shall commence to run from the day on which it was given, provided that the period of notice shall not run concurrently with nor shall notice be given during any period an employee is undergoing military training or during an employee's absence on leave granted in terms of clause 10, or on sick leave granted in terms of clause 11.

15. EXEMPTIONS.

(1) The Council may, subject to the provisions of section fifty-one (3) of the Act, grant exemption from any of the provisions of this Agreement.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-clause (1) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate provided 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 which the exemption was granted, has expired.

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

- the full name of the person concerned;
 - the provisions of the Agreement from which exemption is granted;
 - the conditions fixed in accordance with the provisions of sub-clause (2) of this clause to which such exemption is granted; and
 - the period during which such exemption shall operate.
- (4) The Secretary of the Council shall—
- number consecutively all licences issued;
 - retain a copy of each licence issued;
 - where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
 - forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, P.O. Box 940, Durban.

16. COUNCIL FUNDS.

The funds of the Council which shall be vested in and administered by the Council shall be provided in the following manner:—

Four cents per week shall be deducted by each employer from the earnings of each of his employees receiving over two rand (R2) during any one week, including the value of board and/or lodging, and to the amount so deducted the employer shall add a like amount and forward month by month and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 1814, Durban.

17. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

Employees shall give to any employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

18. INTERPRETATION OF AGREEMENT.

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

(2) The Council shall have express authority to investigate any alleged malpractice arising from employment, including the collection and distribution of moneys on behalf of employers and employees.

(3) Any disputes which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council for a decision.

19. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement shall be subject to the provisions of this Agreement.

20. GENERAL.

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

21. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep a copy of this Agreement in both official languages in some conspicuous place upon his premises in a position accessible to all his employee.

22. INDIENSNEMING VAN VAKVERENIGINGARBEID.

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer vir 'n langer tydperk as twee weke in diens neem nie tensy sodanige werknemer 'n lid van die vakvereniging is en geen lid van die vakvereniging mag vir 'n werkgewer werk wat nie 'n lid van die werkgewersorganisasie is nie; met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer in diens mag neem wat nie vir lidmaatskap van die vakvereniging in aanmerking kom nie.

(2) Bewys van lidmaatskap van die vakvereniging is die indiening van 'n lidmaatskapkaart uitgereik deur en op gesag van die vakvereniging. 'n Werknemer moet sodanige lidmaatskapkaart binne twee weke na sy indiensneming indien. Ingeval hy in gebreke bly om sodanige lidmaatskapkaart binne die voorgeskrewe tydperk in te dien, moet die werkgewer dit by die Nywerheidsraad rapporteer.

(3) Hierdie klousule is nie van toepassing op werknemers in 'n bestuurshoedanigheid en werknemers in diens as vroulike klerke, huishoudsters en buitewerkbediendes nie; en voorts met dien verstande dat hierdie klousule nie van toepassing is nie op dié werknemers in diens as manlike klerke, koks, hoof-tafelbediendes, faktotums, skakelbordbedieners en portiers wie se verdienste altesaam meer as R100 per maand is.

(4) Die bepalinge van hierdie klousule is nie van toepassing nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat indien enige immigrant te eniger tyd na die eerste drie maande van sy diensaanvaarding in die Nywerheid enige uitnodiging van die betrokke vakvereniging om 'n lid daarvan te word, van die hand gewys het, die bepaling van hierdie artikel in werking tree.

(5) Hierdie klousule is ook nie van toepassing nie waar die werknemer 'n goeie rede het om nie 'n lid van die vakvereniging te word, of te bly nie. Al sodanige besware moet skriftelik by die Sekretaris van die Nywerheidsraad ingedien word.

23. LEDEGELD AAN VAKVERENIGINGS EN WERKGEWERSORGANISASIES.

(1) Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens die ledegeld deur sodanige werknemer aan die vakvereniging betaalbaar, aftrek, en die totale bedrag saam met 'n lys van werknemers, naamlik die lys wat die vakvereniging elke maand aan die werkgewer verskaf, en die bedrag aldus afgetrek, voor of op die sewende dag van elke maand aan die Sekretaris van die vereniging, Posbus 290, Durban, of na Michaels Court, Masonic Grove, Durban, stuur. Hierdie ledegeld moet van die eerste betaling van loon in elke maand afgetrek word.

(2) Elke werkgewer wat 'n lid is van die werkgewersorganisasie, moet voor of op die 7de dag van elke maand die ledegeld aan die werkgewersorganisasie verskuldig, aan die Sekretaris van die Raad stuur. Die Sekretaris van die Raad moet ledegeld wat aldus ontvang is aan die werkgewersorganisasie stuur.

24. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van die bepalinge van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navrae te doen en dié boeke en/of dokumente na te gaan en dié persone te ondervra wat vir hierdie doel nodig mag wees.

25. DIE BYHOU VAN VERSLAE.

(1) Die bepalinge van subartikel (1) van artikel sewe-en-veertig van die Wet op Nywerheidsversoening, 1956, wat bepaal dat elke werkgewer te alle tye ten opsigte van alle persone in sy diens verslae van besoldiging betaal, tyd gewerk en sodanige ander besonderhede as wat by regulasie voorgeskryf word, moet hou (sodanige verslae is algemeen bekend en word na verwys as "loonboek", "loonregister" of "tydregister"), en die bepalinge van alle regulasies wat ooreenkomstig subartikel (2) van die genoemde artikel opgestel is, word geag by hierdie Ooreenkoms ingesluit te wees.

(2) Die werkgewer moet alle verslae wat daar ingevolge genoemde subartikels en regulasies van hom vereis word om te hou, op 'n leesbare manier en in ink bygewerk hou, en moet sodanige verslae deurentyd by sy bedryfsinrigting hou terwyl werknemers daarin werk.

26. REGISTRASIE VAN WERKNEMERS.

(1) Elke werkgewer wat nie die volgende besonderhede ingevolge 'n vorige Ooreenkoms aan die Sekretaris van die Nywerheidsraad gestuur het nie, moet dit binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, doen, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet dit doen binne een maand nadat hy met sy werksaamhede begin het:—

(a) naam en besigheidsadres voluit:—

(i) in die geval van 'n enkele werkgewer, sy naam en die besigheidsadres voluit, indien hy onder 'n handelsnaam sake doen, sodanige handelsnaam voluit;

(ii) in die geval van twee of meer persone wat in 'n vennootskap sake doen, die naam van elke vennoot voluit, die naam van die vennootskap of handelsnaam voluit en die adres waarby die vennootskap sake doen;

22. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No member of the employer's organisation shall employ an employee for a period longer than two weeks unless such employee is a member of the trade union and no member of the trade union shall work for an employer who is not a member of the employer's organisation; provided that a member of the employer's organisation may employ any employee who is not eligible for membership of the trade union.

(2) Proof of membership of the trade union shall be the production of a membership card issued by and on the authority of the trade union. An employee shall produce such membership card within two weeks after his employment. In the event of the failure to produce such membership card within the prescribed period such failure shall be reported to the Industrial Council by the employer.

(3) This clause shall not apply to employees engaged in a managerial capacity and employees engaged as female clerical employees, housekeepers and off-sales attendants; and provided further that this clause shall not apply to those employees engaged as male clerical employees, cooks, head waiters, handymen, switch-board operators and porters whose earnings are in the aggregate more than R100 per month.

(4) 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 Republic of South Africa, provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall come into operation.

(5) Provided further that this clause shall not apply where the employee has good cause for objecting to be coming or remaining a member of the trade union. Any such objection shall be lodged in writing with the Secretary of the Industrial Council.

23. TRADE UNION AND EMPLOYER'S ORGANISATION SUBSCRIPTIONS.

(1) Every employer shall deduct from each member of the trade union in this employ the membership subscriptions payable by such employee to the trade union, and shall forward the total amount together with a list of employees and the amount deducted, which list will be supplied to the employer each month by the trade union, to the Secretary of the trade union, P.O. Box 290, Durban, or Michaels Court, Masonic Grove, Durban, not later than the 7th day of each month. Such subscriptions to be deducted from the first payment of wages in each month.

(2) Every employer who is a member of the Employer's Organisation shall remit to the Secretary of the Council, not later than the 7th day of each month, the subscriptions due to the Employer's Organisation. The Secretary of the Council shall transmit subscriptions so received to the Employer's Organisation.

24. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and employee to permit such agents to institute such enquires and to examine such books and/or documents, and to interrogate such persons as may be necessary for this purpose.

25. KEEPING OF RECORDS.

(1) The provisions of sub-section (1) of section fifty-seven of the Industrial Conciliation Act, 1956, prescribing that every employer shall at all times keep in respect of all persons employed by him records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation (such records being generally known and referred to as a "wage book", "wage register" or "time register") and the provisions of any regulations made in pursuance of sub-section (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) The employer shall keep all records required to be kept in terms of the said sub-sections and regulations written up in a legible manner and in ink, and shall keep all such records continually at his establishment while employers are working therein.

26. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not done so in pursuance of any previous Agreement shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall within one month of commencement of operations by him, forward to the Secretary of the Industrial Council the following particulars:—

(a) Full name and business address—

(i) in the case of a single employer, his full name and business address and, if he carried on business under a trade name, such trade name in full;

(ii) in the case of two or more persons carrying on a business in partnership, the full name of each partner the full partnership or trade name, and the address at which the partnership business is carried on;

- (iii) in die geval van 'n werkgewer wat as maatskappy geregistreer is, die geregistreerde naam van die maatskappy voluit, die adres van die geregistreerde kantoor daarvan, die adres waarby werksaamhede wat binne die bestek van hierdie Ooreenkoms val, verrig word, en die name van die direkteure voluit.
- (b) 'n Beskrywing van die bedryf wat die werkgewer beoefen of werksaamhede wat hy verrig.
- (2) Ingeval daar enige verandering kom in die besonderhede wat daar ingevolge subklousule (1) van die werkgewer vereis word om te verstrek, moet hy binne 10 dae na sodanige verandering skriftelik aan die Sekretaris van die Nywerheidsraad daarvan kennis gee.
- (3) 'n Werkgewer moet die Sekretaris van die Raad sewe dae voor die tyd skriftelik in kennis stel van sy voorneme om op te hou om 'n werkgewer in die bedryf te wees.

27. ULTRA VIRES.

Indien enigeen van die bepalings van hierdie Ooreenkoms deur enige bevoegde gereghof *ultra vires* verklaar word, word die oorblywende bepalings van die Ooreenkoms geag die Ooreenkoms uit te maak, en bly dit van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye op hede die 12de dag van November 1964 te Durban onderteken.

C. H. CHAMPAIN,
Voorsitter van die Raad.
LOUIS NELSON,
Ondervoorsitter van die Raad.
L. E. TREHEARN,
Sekretaris van die Raad.

No. R. 1072.] [16 Julie 1965.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OOR-
LOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

DRANK- EN VERVERSINGSBEDRYF, DURBAN.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby, kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Drank- en Verversingsbedryf, wat by Goewermentskennisgewing No. R. 1071 van 16 Julie 1965 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

- (iii) in the case of an employer being a registered company the full registered name of the company, the address of its registered office, the address at which operations which fall within the scope of this Agreement are carried on, and the full name of the directors.

(b) A description of the trade or operation carried on by the employer.

(2) In the event of a change in any of the particulars required to be furnished in pursuance of sub-clause (1), the employer shall within 10 days of such change give notice thereof in writing to the Secretary of the Industrial Council.

(3) An employer shall give seven days' notice in writing to the Secretary of the Industrial Council of his intention to cease to be an employer in the industry.

27. ULTRA VIRES.

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of the Agreement shall be deemed to be the Agreement, and shall remain in force for the unexpired period of this Agreement.

Signed at Durban on behalf of the parties on this 12th day of November, 1964.

C. H. CHAMPAIN,
Chairman of the Council.
LOUIS NELSON,
Vice-Chairman of the Council.
L. E. TREHEARN,
Secretary of the Council.

No. R. 1072.] [16 July 1965.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE, No. 43 OF 1942, AS AMENDED.

LIQUOR AND CATERING TRADE, DURBAN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure, No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Liquor and Catering Trade, published under Government Notice No. R. 1071 of the 16th July, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
	GOEWERMENSKENNISGEWINGS.	
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