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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1736.] [5 November 1965.

INDUSTRIAL CONCILIATION ACT, 1956.

LIQUOR AND CATERING TRADE, WITWATERSRAND AND VEREENIGING.

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 1st December, 1965 and for the period ending on the 30th November, 1968, upon the employer's 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 (6) (g), 17, 18, 19 and 20, shall be binding from the 1st December, 1965 and for the period ending on the 30th November, 1968, 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 Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Benoni, Brakpan (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Springs, Nigel, Vereeniging, Vanderbijlpark, Kempton Park (excluding that portion which prior to the publication of Government Notice No. 556 of the 29th March, 1956, as amended by Government Notice No. 962 of the 1st June, 1956, fell within the Magisterial District of Pretoria) and in those portions of the Magisterial District of Randfontein which prior to the 1st January, 1948, fell within the Magisterial Districts of Krugersdorp and Vereeniging; and

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1736.] [5 November 1965.

WET OP NYWERHEIDSVERSOENING, 1956.

DRANK- EN VERVERSINGSBEDRYF, WITWATERSRAND EN VEREENIGING.

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 Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, vanaf 1 Desember 1965 en vir die tydperk wat op 30 November 1968 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging 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 (6) (g), 17, 18, 19 en 20, vanaf 1 Desember 1965 en vir die tydperk wat op 30 November 1968 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 landdrosdistrikte Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Benoni, Brakpan (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Springs, Nigel, Vereeniging, Vanderbijlpark, Kempton Park (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing No. 556 van 29 Maart 1956, soos gewysig by Goewermenskennisgewing No. 962 van 1 Junie 1956, binne die landdrosdistrik Pretoria geval het) en in daardie gedeeltes van die landdrosdistrik Randfontein wat voor 1 Januarie 1948 binne die landdrosdistrikte Krugersdorp en Vereeniging geval het; en

(c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Benoni, Brakpan (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Springs, Nigel, Vereeniging, Vanderbijlpark, Kempton Park (excluding that portion which prior to the publication of Government Notice No. 556 of the 29th March, 1956, as amended by Government Notice No. 962 of the 1st June, 1956, fell within the Magisterial District of Pretoria) and in those portions of the Magisterial District of Randfontein which prior to the 1st January, 1948, fell within the Magisterial Districts of Krugersdorp and Vereeniging, and from the 1st December, 1965 and for the period ending on the 30th November, 1968, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g), 14, 17, 18, 19 and 20, 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 (WITWATERSRAND AND VEREENIGING).

AGREEMENT

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

Hotel Association of the Transvaal (Inc.)

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

Witwatersrand Liquor and Catering Trade 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 (Witwatersrand and Vereeniging).

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Benoni, Brakpan (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Springs, Nigel, Vereeniging, Vanderbijlpark, Kempton Park (excluding that portion which prior to the publication of Government Notice No. 556 of the 29th March, 1956, as amended by Government Notice No. 962 of the 1st June, 1956, fell within the Magisterial District of Pretoria) and in those portions of the Magisterial District of Randfontein which prior to the 1st January, 1948, fell within the Magisterial Districts of Krugersdorp and Vereeniging, by all employers in the Liquor and Catering Trade who are members of the employers' organisation and by all employees who are members of the trade union and employed in the 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.

(c) The provisions of clauses 4 to 24 inclusive shall not apply to a manager or to his wife if she is jointly employed with him, or to an employer in respect of such manager or manager and wife, provided that the appointment of the said manager, with or without his wife, setting out conditions not less favourable than those prescribed by this Agreement for remuneration, annual leave (including pro-rata leave) and notice of termination of employment has been made and accepted in writing.

2. PERIOD OF OPERATION OF THE AGREEMENT.

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

(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 (6) (g), 14, 17, 18, 19 en 20 vanaf 1 Desember 1965 en vir die tydperk wat op 30 November 1968 eindig, in die landrosdistrikte Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landrosdistrik Heidelberg geval het), Benoni, Brakpan (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landrosdistrik Heidelberg geval het), Springs, Nigel, Vereeniging, Vanderbijlpark, Kempton Park (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956, soos gewysig by Goewermentskennisgewing No. 962 van 1 Junie 1956 binne die landrosdistrik Pretoria geval het) en in daardie gedeeltes van die landrosdistrik Randfontein wat voor 1 Januarie 1948 binne die landrosdistrikte Krugersdorp en Vereeniging geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigen 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 VERVERSINGS-BEDRYF (WITWATERSRAND EN VEREENIGING).

OOREENKOMS

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

Hotel Association of the Transvaal (Inc.)

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

Witwatersrand Liquor and Catering Trade Employees' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landrosdistrikte Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 in die landrosdistrik Heidelberg geval het), Benoni, Brakpan (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 in die landrosdistrik Heidelberg geval het), Springs, Nigel, Vereeniging, Vanderbijlpark, Kempton Park (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956, soos gewysig by Goewermentskennisgewing No. 962 van 1 Junie 1956, binne die landrosdistrik Pretoria geval het) en in daardie gedeeltes van die landrosdistrik Randfontein wat voor 1 Januarie 1948 binne die landrosdistrikte Krugersdorp en Vereeniging geval het, nagekom word deur alle werkgewers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en in die Bedryf werksaam is.

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

(c) Die bepalings van klousule 4 tot en met 24 is nie op 'n bestuurder of op sy vrou, as sy saam met hom in diens geneem word, of op 'n werkgewer ten opsigte van sodanige bestuurder of bestuurder en vrou van toepassing nie mits die aanstelling van genoemde bestuurder, met of sonder sy vrou, skriftelik gedoen en aanvaar is en sodanige aanstelling voorwaardes betreffende besoldiging, jaarlikse verlof (met inbegrip van *pro rata*-verlof) en kennisgewing, bevat wat nie minder gunstig is nie as die wat by hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN DIE OOREENKOMS.

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

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and, unless inconsistent with the context—

"Area A" means the area within the municipal boundary of Johannesburg;

"Area B" means the area outside the municipal boundary of Johannesburg;

"assistant manager" or "assistant manageress" means a male or a female employee, as the case may be who assists a manager or manageress in the performance of his or her duties and who may act for him or her during his or her absence;

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

"barman, qualified," means a barman who has had not less than one year's experience;

"barman, unqualified," means a barman who has had less than one year's experience;

"billiard-marker" means an employee engaged in the care and maintenance of billiard tables, billiard rooms and/or other billiard equipment and who may assist in scoring and other like functions;

"casual employee" means an employee who is employed by the same employer on not more than four days in any week or who is temporarily employed in the liquor and catering trade in or in connection with a business carried on under a temporary liquor licence or a sportsground liquor licence;

"chambermaid" or "housemaid" means a female employee employed in dusting or tidying bedrooms, living rooms or other parts of an establishment; making beds and assisting in the receipt and mending of household linen, handling linen and laundry, issuing stores and supervising grade II employees, and who may serve early morning tea or coffee or similar beverages;

"clerical employee" means an employee who is engaged in one or more of the following occupations:—

(a) writing and/or typing and/or any form of clerical work;

(b) receiving and/or handling money;

(c) making out accounts and/or issuing receipts;

(d) making bookings and/or receiving guests;

(e) operating a telephone switchboard;

(f) supervising and recording the receipt and/or issue and/or despatch of goods;

"clerical employee, qualified," means a clerical employee who has had not less than three years' experience;

"clerical employee unqualified," means a clerical employee who has had less than three years' experience;

"cloak-room attendant" means an employee who receives clothing or other articles from guests or visitors for safe-keeping and who may also be responsible for keeping the cloak-room in a clean and tidy condition;

"cook" means an employee engaged in the preparation and/or cooking of food; provided that where an employee performs only such work as is specified in the definitions of "kitchenhand", "waiter", "waitress" or grade II employee he shall not be deemed to be a cook;

"cook, male, qualified," means a male cook who has had not less than four years' experience;

"cook, male, unqualified," means a male cook who has had less than four years' experience;

"cook, female, qualified," means a female cook who has had not less than three years' experience;

"cook, female, unqualified," means a female cook who has had less than three years' experience;

"Council" means the Industrial Council for the Liquor and Catering Trade (Witwatersrand and Vereeniging) registered in terms of section nineteen of the Act;

"day" means any period of twenty-four hours beginning and ending at midnight; except that a "day" in respect of night workers shall mean any period of twenty-four hours beginning and ending at midday;

"day's pay" shall mean the weekly wage payable to an employee in terms of clause 4 divided by seven in the case of a seven-day establishment and by six in the case of a six-day establishment;

"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 "Liquor and Catering Trade" and in or in connection with which one or more employees are employed in the liquor and catering trade;

"experience" means in relation to those employees in respect of whom a rising scale of wages is prescribed in clause 4, the total period or periods of employment which an employee has had in the particular occupation in which he is employed;

3. WOORDOMSKRIVING.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die sinsverband, beteken—

"Gebied A" die gebied binne die munisipale grense van Johannesburg;

"Gebied B" die gebied buite die munisipale grense van Johannesburg;

"assistent-bestuurder" of "assistent-bestuurderes" 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat 'n bestuurder of bestuurderes behulpzaam is met die uitvoering van sy of haar pligte en wat gedurende sy of haar afwesigheid namens hom of haar mag optree;

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

"kroegman, gekwalifiseer," 'n kroegman met minstens een jaar ondervinding;

"kroegman, ongekwalifiseer," 'n kroegman met minder as een jaar ondervinding;

"biljartman" 'n werknemer wat biljarttafels, biljartkamers en/of ander biljartuitrusting versorg en in stand hou en wat mag help met die puntetelling en ander dergelike werksaamhede;

"los werknemer" 'n werknemer wat deur dieselfde werknemer in diens geneem word op hoogstens vier dae in 'n week of wat tydelik in diens geneem word in die Drank- en Verversingsbedryf in of in verband met 'n onderneming wat kragtens 'n tydelike dranklisensie of 'n sportterreindranklisensie gedryf word;

"kamerbediende" of "huisbediende" 'n vroulike werknemer wat slaapkamers, woonvertrekke of ander dele van 'n bedryfsinrigting afstof of aan die kant maak, beddens opmaak en help met die ontvangs en heelmaak van huishoudelike linne, die hantering van linne en wasgoed, die uitreiking van voorrade en toesighouding oor graad II-werknemers en wat tee of koffie of dergelike drankie vroeg in die oggend mag opdis;

"klerk" 'n werknemer wat in een of meer van die volgende beroepe werksaam is:—

(a) Skryf en/of tik en/of 'n ander vorm van klerklike werk;

(b) geld ontvang en/of hanteer;

(c) rekenings uitskryf en/of kwitansies uitreik;

(d) plekbeprekkings doen en/of gaste ontvang;

(e) 'n telefoonskakelbord bedien;

(f) oor die ontvangs en/of uitreiking en/of versending van goedere toesig hou en aantekening daarvan hou;

"klerk, gekwalifiseer," 'n klerk met minstens drie jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as drie jaar ondervinding;

"kleedkamerbediende" 'n werknemer wat kledingstukke of ander artikels van gaste of besoekers vir veilige bewaring ontvang en wat ook daarvoor verantwoordelik mag wees om die kleedkamer skoon en netjies te hou;

"kok" 'n werknemer wat voedsel berei en/of kook; met dien verstande dat waar 'n werknemer slegs dié werk verrig wat in die omskrywings van "kombuis hulp", "manlike tafelbediende", "vroulike tafelbediende" of "graad II-werknemer" gespesifiseer word, hy nie geag word 'n kok te wees nie;

"kok, man, gekwalifiseer," 'n manlike kok met minstens vier jaar ondervinding;

"kok, man, ongekwalifiseer," 'n manlike kok met minder as vier jaar ondervinding;

"kok, vrou, gekwalifiseer," 'n vroulike kok met minstens drie jaar ondervinding;

"kok, vrou, ongekwalifiseer," 'n vroulike kok met minder as drie jaar ondervinding;

"Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf (Witwatersrand en Vereeniging) wat ingevolge artikel negentien van die Wet geregistreer is;

"dag" 'n tydperk van vier-en-twintig uur wat om middernag begin en eindig; met dié uitsondering dat 'n "dag" ten opsigte van nagwerkers enige tydperk van vier-en-twintig uur beteken wat om 12-uur middag begin en eindig;

"dagloon" die weekloon wat ingevolge klousule 4 aan 'n werknemer betaalbaar is, gedeel deur sewe in die geval van 'n bedryfsinrigting wat sewe dae per week werk en deur ses in die geval van 'n bedryfsinrigting wat ses dae per week werk;

"bedryfsinrigting" 'n perseel ten opsigte waarvan daar een of meer van die lisensies genoem in die omskrywing van "Drank- en Verversingsbedryf" gehou word vir die verkoop van drank daarin, daarop of daaruit en waarin of in verband waarmee een of meer werknemers in die Drank- en Verversingsbedryf in diens is;

"ondervinding" ten opsigte van dié werknemers vir wie daar in klousule 4 'n stygende loonskaal voorgeskryf word, die totale tydperk of tydperke diens van 'n werknemer in die besondere beroep waarin hy werksaam is;

"grade I employee" means an employee who is engaged in the construction and repair of pathways and garden walls and the like, the repair or replacement of broken window panes and broken door or window fittings, the replacement of unserviceable electric lamps or tubes or the repair or renovation of buildings or rooms used exclusively by Bantu;

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

- (a) Carrying and/or moving foodstuffs, utensils or other articles;
- (b) cleaning utensils, furniture, premises, vehicles, footwear, vegetables, fish, poultry, or other articles other than doing washing or ironing;
- (c) making or maintaining fires and/or removing refuse;
- (d) plucking poultry, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea or similar beverages;
- (e) tending animals or poultry;
- (f) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering, clipping hedges);
- (g) packing and sorting bottles or other articles;
- (h) pushing or pulling any manually propelled vehicle;
- (i) guarding premises, luggage or other articles, other than guarding premises, buildings, gates or other property by night;
- (j) delivering goods on foot or by means of a bicycle, tricycle or any manually propelled vehicle;
- (k) rolling and marking tennis courts;
- (l) making beds;
- (m) working a kitchen and/or goods lift;
- (n) delivering keys, messages and letters to guests;
- (o) receiving and/or attending to messages, baggage and personal effects when the page or porter is absent in terms of clause 6 (3);

for the purpose of this definition the expression "carrying foodstuffs, utensils, or other articles" does not include carrying meals or refreshments to guests other than early morning tea or similar beverages and hot water;

"guests" means any person who resides either permanently or temporarily in an establishment and includes a visitor or customer, but does not include the employer or any member of his family or any person employed in the establishment;

"handyman" means an employee who is engaged in making minor repairs to furniture, plant or other equipment and who may effect repairs or renovations to buildings, but shall not include an employee who is engaged in the construction and repair of pathways and garden walls and the like, the repair or replacement of broken window panes and broken door or window fittings, the replacement of unserviceable electric lamps or tubes or the repair or renovation of buildings or rooms used exclusively by Bantu persons;

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

"head cook" means a cook who is in charge of and supervises one or more qualified cooks and who is responsible for the efficient performance by them of their duties;

"head waiter" means a waiter who is in charge of and supervises waiters and/or waitresses and who is responsible for the efficient performance by them of their duties;

"head waitress" means a waitress who is in charge of and supervises waitresses and who is responsible for the efficient performance by them of their duties;

"hotel trainee" means an employee engaged in various departments of an establishment for managerial training, and whose employment as a trainee in a particular establishment has the approval of the Council;

"housekeeper" means a female employee engaged in supervising the kitchen and/or bedrooms and/or issuing stores and who may also be in general charge of linen and responsible for the receiving, storing, handling, repairing and/or laundering of such linen;

"kitchenhand" means an employee, other than a grade II employee, who, under the supervision of a head cook or a qualified male or female cook, assist the cook by attending to foodstuffs in the process of cooking and/or by cooking meat or other foodstuffs intended for consumption by the employees of the establishment and who may make ice-cream, cook breakfast for guests, cook eggs or porridge, make toast and tea or similar beverages; and who may in addition, perform the duties of the cook when the cook is absent in terms of clause 6 (3);

"laundryhand" means an employee who launders, washes, irons, mends, presses or dry-cleans articles of clothing, fabric or linen belonging to the employer or guests;

"Liquor and Catering Trade" means the trade carried on by employers and employees when conducting, whether tem-

"graad I-werknemer" 'n werknemer wat paadjies, tuinmure, ens., aanlê en herstel, gebreekte vensterruite en gebreekte deur- of venstertoebehorens herstel of vervang, onbruikbare elektriese lampe of buise vervang of geboue of kamers wat uitsluitlik deur Bantoes gebruik word, herstel of opknep;

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

- (a) Voedsel, gerei of ander artikels dra en/of versit;
- (b) gerei, meubels, persele, voertuie, skoeisel, groente, vis, pluimvee of ander artikels skoonmaak, uitgesonderd was- en strykwerk;
- (c) vure maak of in stand hou en/of vuilgoed verwyder;
- (d) pluimvee pluk, vrugte of groente skil en/of opsky, eiers kook, roosterbrood tee of dergelike drank maak;
- (e) diere of pluimvee versorg;
- (f) tuinmaak (d.w.s. onder toesig plant, spit, hark, gras sny, materiaal spreid, meng, tuin natgoot of natlei, heinings knip);
- (g) bottels of ander artikels verpak en sorteer;
- (h) 'n handvoertuig stoot of trek;
- (i) persele, bagasie of ander artikels bewaak, maar nie persele, geboue, hekke of ander eiendom snags bewaak nie;
- (j) goedere te voet of per fiets, driewieler of handvoertuig aflewer;
- (k) tennisbane rol en merk;
- (l) beddens opmaak;
- (m) 'n kombuis- en/of goederehyster bedien;
- (n) sleutels, boodskappe en briewe aan gaste besorg;
- (o) boodskappe, bagasie en persoonlike besittings in ontvangs neem en/of hanteer wanneer die hoteljoggie of portier ooreenkomstig die bepalings van klousule 6 (3) afwesig is;

vir die toepassing van hierdie woordomskriving, omvat die uitdrukking "voedsel, gerei of ander artikels dra" nie die aandra van etes of verversings, uitgesonderd tee of soortgelyke drank en warmwater vroeg in die oggend, na gaste nie;

"gas" enigeen wat of permanent of tydelik in 'n bedryfsinrigting woon en ook 'n besoeker of klant, maar nie die werkgewer of 'n lid van sy gesin of enigeen wat in die bedryfsinrigting werksaam is nie;

"faktotum" 'n werknemer wat kleinere herstelwerk aan meubels, installasie of ander uitrusting doen en wat geboue mag herstel of opknep, maar dit omvat nie 'n werknemer wat paadjies, tuinmure, ens., aanlê, bou en herstel, gebreekte vensterruite en gebreekte deur- of venstertoebehorens herstel of vervang, onbruikbare elektriese lampe of buise vervang of geboue of kamers wat uitsluitlik deur Bantoes gebruik word, herstel of opknep nie;

"hoofkroegman" 'n kroegman wat aan die hoof staan van en toesig hou van oor een of meer kroegmanne en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

"hoofkok" 'n kok wat aan die hoof staan van en toesig hou oor een of meer gekwalifiseerde kokke en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

"hoofdafelbediende" 'n manlike tafelfbediende wat aan die hoof staan van en toesig hou oor manlike en/of vroulike tafelfbediendes en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

"vroulike hoofdafelbediende" 'n vroulike tafelfbediende wat aan die hoof staan van en toesig hou oor vroulike tafelfbediendes en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

"hotelkwekling" 'n werknemer wat vir die doeleindes van opleiding in bestuurswerk in verskillende afdelings van 'n bedryfsinrigting werksaam is en wie se indiensneming as 'n kwekling in 'n bepaalde bedryfsinrigting deur die Raad goedgekeur is;

"huishoudster" 'n vroulike werknemer wat toesig het oor die kombuis en/of slaapkamers en/of die uitreiking van voorrade en wat algemeen verantwoordelik is vir die linne en vir die ontvangs, bewaring, hantering, herstel en/of was en stryk van sodanige linne;

"kombuishulp" 'n werknemer, uitgesonderd 'n graad II-werknemer, wat onder die toesig van 'n hoofkok of 'n gekwalifiseerde manlike of vroulike kok, die kok bystaan deur aandag te gee aan voedsel in die kookproses en/of deur vleis of ander voedsel te kook wta bedoel is vir verbruik deur die werknemers van die bedryfsinrigting en wat roomys mag maak, ontbyt vir die gaste mag voorberei, eiers of pap mag kook, roosterbrood en tee of dergelike drank mag maak en wat daarbenewens die pligte van die kok mag vervul wanneer die kok ooreenkomstig die bepalings van klousule 6 (3) afwesig is;

"wasseryhulp" 'n werknemer wat klere, weefstowwe of linne wat aan die werkgewer of gaste behoort, was, stryk, heefmaak, pers of droogskoonmaak;

"Drank- en Verversingsbedryf" die bedryf wat uitgeoefen word deur werkgewers en werknemers wanneer hulle, hetsy

porarily or permanently, a business where the sale of liquor is carried on and in connection with which there is required to be held one or more of the following:—

- A bar liquor licence;
- a hotel liquor licence;
- a restaurant liquor licence;
- a wine-and-malt liquor licence;
- a theatre liquor licence;
- a sportsground liquor licence;
- a temporary liquor licence;
- a late hours occasional liquor licence;

issued under the provisions of the Liquor Act, 1928, as amended, but shall not include the activities carried on in the Tearoom, Restaurant and Catering Trade;

"manager" or "manageress" means a male or female employee as the case may be, employed in and specifically charged by his or her employer with the overall supervision over, responsibility for and direction of, the activities carried on in or in connection with an establishment engaged in the Liquor and Catering Trade but does not include an employee who relieves a manager during such manager's temporary absence;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle; for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or its loading or unloading and all periods during which he is obliged to remain at his post in readiness to drive;

"night porter" means a porter who is employed at night, for not more than ten consecutive hours per night;

"night worker" means an employee whose ordinary hours of work commence before midnight and end after midnight;

"night watchman" means an employee who is employed for not more than ten consecutive hours per night in guarding premises, buildings, gates or other property by night, polishing and cleaning furniture, boots and premises; making fires; and who may, in addition, attend to guests on arrival or departure and assist in serving them with meals or refreshments outside the normal meal times for guests;

"off sales attendant" means an employee who is engaged in the sale of liquor for consumption off the premises of the establishment;

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

"off sales attendant, unqualified," means an off sales attendant who has had less than two years' experience;

"page" means a male employee engaged in running errands; delivering letters, messages or parcels; answering bells or telephone calls; relieving a switchboard operator during his temporary absence; and/or working a passenger lift;

"part-time employee" means an employee, other than a grade II employee, whose contract of employment provides for his being employed for one week or more and for not more than four hours in the aggregate in any day;

"porter" means an employee, of the age of eighteen years or over who is engaged in meeting trains or other conveyances receiving guests, making bookings, supervising cleaning, inspecting various sections of the premises; receiving, delivering and/or attending to messages, baggage and personal effects, answering telephone calls, and operating a telephone switchboard in the absence of the regular operator;

"porter, qualified," means a porter who has had not less than two years' experience;

"porter, unqualified," means a porter who has had less than two years' experience;

"seven-day establishment" means an establishment in which the Liquor and Catering Trade is carried on for seven days per week;

"six-day establishment" means an establishment in which the Liquor and Catering Trade is carried on for six days per week;

"spreadover" means the period calculated from the time an employee first commences work on any day until he finishes work for that day;

"Tearoom, Restaurant and Catering Trade" means the trade in which the employer and employee are associated for the purpose of providing meals and/or sandwiches and/or refreshments in or from any establishment, whether permanent, temporary, indoors or in the open air, and includes such activities carried on in premises—

- (1) used as public restaurants, fish and chip shops, cafes, or tearooms; and/or
- (2) wherefrom are supplied meals and/or non-alcoholic refreshments; and/or
- (3) wherein are supplied aerated or mineral waters in glasses or other containers for consumption thereon;

tydelik of permanent, sake doen waar drank verkoop word en in verband waarmee een of meer van die volgende gehou moet word:—

- 'n Kantiendranklisensie;
- 'n hotel dranklisensie;
- 'n restaurant dranklisensie;
- 'n wyn- en moutdranklisensie;
- 'n teaterdranklisensie;
- 'n sportterreindranklisensie;
- 'n tydelike dranklisensie;
- 'n nagtelike geleentheidslisensie;

wat kragtens die bepalings van die Drankwet, 1928, soos gewysig, uitgereik is, maar omvat dit nie die werksaamhede wat in die Teekamer-, Restaurant- en Verversingsbedryf verrig word nie;

"bestuurder" of "bestuurderes" 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat deur sy of haar werkgever in diens geneem en spesifiek belas is met die algemene toesighouding oor, verantwoordelikheid vir en leiding van die werksaamhede wat in of in verband met 'n bedryfsinrigting in die Drank- en Verversingsbedryf verrig word, maar dit omvat nie 'n werknemer wat 'n bestuurder gedurende sodanige bestuurder se tydelike afwesigheid aflos nie;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), geëes met sub-artikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan maar nie ook opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet mag verkies om te ondergaan nie en ook nie ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur; vir die toepassing van hierdie woordskrywing omvat "n motorvoertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of om dit te laai of af te laai en alle tydperke wat daar van hom vereis word om op sy pos te bly, gereed om te bestuur;

"nagportier" 'n portier wat snags vir hoogstens tien uur per nag werk;

"nagwerker" 'n werknemer wie se gewone werkure voor middernag begin en na middernag eindig;

"nagwag" 'n werknemer wat vir hoogstens tien agtereenvolgende ure een of meer van die volgende werksaamhede verrig: Persele, geboue, hekke of ander eiendom snags bewaak; meubels, skoel en persele poleer en skoonmaak; vure maak; en wat daarbenewens aandag aan gaste mag bestee by hul aankoms of vertrek en mag help om hulle buite die gewone etensstye vir gaste van etes of verversings te voorsien;

"buiterverkoopbediende" 'n werknemer wat drank verkoop vir verbruik buite die perseel van die bedryfsinrigting;

"buiterverkoopbediende, gekwalifiseer" 'n buiterverkoopbediende met minstens twee jaar ondervinding;

"buiterverkoopbediende, ongekwalifiseer" 'n buiterverkoopbediende met minder as twee jaar ondervinding;

"hoteljoggie" 'n manlike werknemer wat boodskappe doen, briewe, boodskappe of pakkette aflewer; klokkes of telefoonoprope beantwoord; 'n telefonis aflos wanneer hy tydelik afwesig is; en/of 'n passasiershyser bedien;

"deeltydse werknemer" 'n werknemer, uitgesonderd 'n graad II-werknemer, wie se dienskontrak daarvoor voorsiening maak dat hy vir een week of langer en vir nie meer as altesaam vier uur op 'n dag nie in diens geneem word;

"portier" 'n werknemer, agtien jaar oud of ouer, wat passasiers van treine of ander voertuie afhaal, gaste ontvang, plekke bespreek, toegif hou oor skoonmaakwerk, verskillende afdelings van die persele inspekteer, boodskappe, bagasie en persoonlike besittings aflewer en/of aandag daaraan bestee, telefoonoprope beantwoord en 'n telefoonskakelbord bedien in die afwesigheid van die gereelde operateur;

"portier, gekwalifiseer" 'n portier met minstens twee jaar ondervinding;

"portier, ongekwalifiseer" 'n portier met minder as twee jaar ondervinding;

"bedryfsinrigting wat sewe dae per week werk" 'n bedryfsinrigting waarin die Drank- en Verversingsbedryf vir sewe dae per week beoefen word;

"bedryfsinrigting wat ses dae per week werk" 'n bedryfsinrigting waarin die Drank- en Verversingsbedryf vir ses dae per week beoefen word;

"werkdagbestek" die tydperk bereken vanaf die tyd waarop 'n werknemer vir die eerste maal begin werk op 'n bepaalde dag tot die tyd waarop hy op daardie dag ophou werk;

"Teekamer-, Restaurant- en Verversingsbedryf" die bedryf waarin die werkgever en die werknemer met mekaar geassosieer is met die doel om etes en/of toebronnies en/of verversings in of vanuit 'n bedryfsinrigting, hetsy permanent, tydelik, binnenshuis, of buitenshuis, te verskaf en ook dié werksaamhede wat uitgevoer word in persele—

- (1) wat as openbare restaurants, vis-en-skyfiewinkels, kafees of teekamers gebruik word; en/of
- (2) waaruit etes en/of nie-alkoholiese verversings verskaf word; en/of
- (3) waarin spuitwater of mineraalwater in glase of ander houers verskaf word vir gebruik op sodanige perseel;

(4) wherein or wherefrom the activities hereinbefore referred to are carried on in respect of or in connection with any theatre, bioscope, bio-tearoom or other entertainment or function;

(5) in respect of which there is held a wine and malt liquor licence or a restaurant-liquor licence in terms of the Liquor Act, 1928, first obtained after the 17th May, 1938, and in which the main activities fall within the scope of paragraphs (1), (2), (3) or (4);

but does not include such activities carried on in—

(a) premises other than those referred to in paragraph (5) in respect of which any liquor licence is held;

(b) boarding-houses or any establishment in respect of which a Native eating-house licence is required or any establishment which caters solely for the supply of food or refreshments for non-Europeans;

provided that any exclusion from the scope of this definition in respect of liquor licenced premises shall only be deemed to exclude that portion of the premises concerned in which the sale of liquor is permitted by the liquor licences held by the employer who is the holder of the said licences;

“wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 6 (1) and (2); and where an employee is regularly in receipt of more than the minimum wage prescribed in clause 4, such excess shall be regarded as part of his wage.

For the purpose of assessing the amount payable for, or in lieu of, annual leave (clause 7), sick leave (clause 8), and in lieu of notice to terminate employment (clause 13), “wage” shall include the cash equivalent, prescribed in clause 5 (7), of meals to which such employee is entitled in terms of clause 4;

“waiter” means a male employee who sets or clears tables, serves or carries meals or refreshments to guests and who may cut sandwiches, prepare salads and accept payment from guests for goods, meals or refreshments supplied and includes a wine steward;

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

“waiter, unqualified,” means a waiter who has had less than three years’ experience;

“waitress” means a female employee who sets or clears tables, serves or carries meals or refreshments to guests and who may cut sandwiches, prepare salads and accept payment from guests for goods, meals or refreshments supplied;

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

“waitress, unqualified,” means a waitress who has had less than two years’ experience;

“week” in relation to a six-day establishment, means a period of six days from Monday to Saturday inclusive, and in relation to a seven-day establishment a period of seven days from Monday to Sunday inclusive;

“wine steward” means an employee who is engaged in serving liquor, refreshments, cigars, cigarettes, sandwiches, snacks and other articles or light meals of a similar nature in a dining-room, lounge or other portion of an establishment, excluding serving from behind a bar counter, and who may accept payment from guests for such refreshments, meals or other articles.

(2) In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

(3) Except where referred to in clauses 3 and 4 of this Agreement, the terms “barman”, “waiter”, and “cook” shall be deemed to include a “head barman”, “head waiter” and “head cook”.

4. WAGES.

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

(a) Employees other than casual employees:—

Class of Employee.	Per Month (Plus Meals whilst on Duty). R
Manager.....	150.00
Manageress.....	115.00
Assistant Manager.....	85.00
Assistant Manageress.....	65.00
Male Clerical Employee—	
During first year of experience.....	37.00
During second year of experience.....	43.00
During third year of experience.....	60.00
Thereafter.....	70.00

(4) waarin of waarvandaan die werksaamhede reeds hierin gemeld, uitgevoer word ten opsigte van of in verband met 'n teater, bioskoop, bioskoop-teekamer of ander vermaaklikheid of funksie;

(5) ten opsigte waarvan daar 'n wyn-en-moutdranklisensie of 'n restaurantdranklisensie kragtens die Drankwet, 1928, gehou word wat vir die eerste maal na 17 Mei 1938 verkry is en waarin die vernaamste werksaamhede binne die bestek van paragraaf (1), (2), (3) of (4) val;

maar dit omvat nie sodanige bedrywighede nie indien dit uitgevoer word in—

(a) ander persele as dié genoem in paragraaf (5), ten opsigte waarvan 'n dranklisensie gehou word;

(b) losieshuise of 'n bedryfsinrigting ten opsigte waarvan 'n Bantoe-eethuisslisensie vereis word of 'n bedryfsinrigting wat hom uitsluitlik toelê op verskaffing van voedsel of verversings aan nie-Blankes;

met dien verstande dat enige uitsluiting uit die bestek van hierdie omskrywing ten opsigte van persele met 'n dranklisensie geag word slegs daardie gedeelte van die betrokke persele uit te sluit waarin die verkoop van drank toegelaat word by die dranklisensies wat gehou word deur die werk-gewer wat die houer van genoemde lisensies is;

“loon” daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos voorgeskryf in klousule 6 (1) en (2); en waar 'n werknemer gereeld meer ontvang as die minimum loon wat in klousule 4 voorgeskryf word, moet sodanige hoër gedeelte geag word deel van sy loon te wees. Ten einde die bedrag te bereken wat betaalbaar is vir of in plaas van jaarlikse verlof (klousule 7) en siekteverlof (klousule 8) en in plaas van kennisgewing by diensbeëindiging (klousule 13), sluit “loon” ook die kontantekwivalent in wat in klousule 5 (7) voorgeskryf word vir die etes waarop sodanige werknemer kragtens klousule 4 geregtig is;

“manlike tafelbediende” 'n manlike werknemer wat tafels dek of afdek, etes of verversings opdis of aandra vir gaste en wat toebroodjies mag maak, slaai mag berei en betaling van gaste mag aanneem vir goedere, etes of verversings wat verskaf is, en ook 'n wynkelner;

“manlike tafelbediende, gekwalifiseer,” 'n manlike tafelbediende met minstens drie jaar ondervinding;

“manlike tafelbediende, ongekwalifiseer,” 'n manlike tafelbediende met minder as drie jaar ondervinding;

“vroulike tafelbediende” 'n vroulike werknemer wat tafels dek of afdek, etes of verversings opdis of aandra vir gaste en wat toebroodjies mag maak, slaai mag berei en betaling van gaste mag aanneem vir goedere, etes of verversings wat verskaf is;

“vroulike tafelbediende, gekwalifiseer,” 'n vroulike tafelbediende met minstens twee jaar ondervinding;

“vroulike tafelbediende, ongekwalifiseer,” 'n vroulike tafelbediende met minder as twee jaar ondervinding;

“week” ten opsigte van 'n bedryfsinrigting wat ses dae per week werk, 'n tydperk van ses dae van Maandag tot en met Saterdag, en ten opsigte van 'n bedryfsinrigting wat sewe dae per week werk, 'n tydperk van sewe dae van Maandag tot en met Sondag;

“wynkelner” 'n werknemer wat drank, verversings, sigare, sigarette, toebroodjies, snoeperye en ander artikels of ligte maaltye van 'n soortgelyke aard in 'n eetkamer, geselskapkamer of ander gedeelte van 'n bedryfsinrigting opdis of verskaf uitgesonderd opdising of verskaffing oor 'n kroegtoonbank, en wat betaling vir sodanige verversings, etes of ander artikels van gaste mag aanneem.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

(3) Behoudens die bepalings van klousule 3 en 4 van hierdie Ooreenkoms, word die woorde “kroegman”, “manlike tafelbediende” en “kok” geag 'n “hoofkroegman”, “hoof-tafelbediende” en “hoofkok” in te sluit.

4. LONE.

(1) Die minimum loon wat 'n werk-gewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is dié hieronder gemeld:—

(a) Werknemers, uitgesonderd los werknemers:—

Klas werknemer.	Per maand (plus etes terwyl op diens). R
Bestuurder.....	150.00
Bestuurderes.....	115.00
Assistent-bestuurder.....	85.00
Assistent-bestuurderes.....	65.00
Klerk, man—	
Gedurende eerste jaar ondervinding.....	37.00
Gedurende tweede jaar ondervinding.....	43.00
Gedurende derde jaar ondervinding.....	60.00
Daarna.....	70.00

<i>Class of Employee.</i>	<i>Per Month (Plus Meals whilst on Duty). R</i>
Female Clerical Employee—	
During first year of experience.....	37.00
During second year of experience.....	43.00
During third year of experience.....	55.00
Thereafter.....	65.00
Porter and Night Porter—	
During first year of experience.....	30.00
During second year of experience.....	40.00
Thereafter.....	50.00
Page—	
During first year's service with the same employer.....	21.00
Thereafter, with same employer.....	25.00
Cloak-room Attendant (Male)—	
During first year of experience.....	25.50
Thereafter.....	28.50
Cloak-room Attendant (Female)—	
During first year of experience.....	23.00
Thereafter.....	26.00
Night Watchman—	
During first year's service with same employer	27.00
Thereafter, with same employer.....	30.00
Motor Vehicle Driver—	
If unladen weight of vehicle does not exceed 1,000 lb.....	29.00
If unladen weight of vehicle exceeds 1,000 lb.	45.50
Off-sales Attendant—	
During first year of experience.....	40.00
During second year of experience.....	52.00
Thereafter.....	64.00
Hotel-trainee—	
During first 12 months of training.....	35.00
During next six months of training.....	40.00
During next six months of training.....	45.00
Thereafter.....	55.00
Barman—	
During first year's experience.....	70.00
Thereafter.....	100.00
Head Barman.....	130.00
Waiter or Wine Steward—	
During first year of experience.....	24.00
During second year of experience.....	28.00
During third year of experience.....	32.00
Thereafter.....	40.00
Head Waiter.....	52.50
Billiard Marker.....	35.00
Waitress—	
During first year of experience.....	24.00
During second year of experience.....	28.00
Thereafter.....	32.00
Head Waitress.....	35.00
Cook (Male)—	
During first year's experience.....	26.50
During second year's experience.....	32.00
During third year's experience.....	37.50
During fourth year's experience.....	43.00
Thereafter.....	48.50
Head Cook (Male).....	75.00
Cook (Female)—	
During first year of experience.....	24.00
During second year of experience.....	28.00
During third year of experience.....	35.00
Thereafter.....	45.00
Head Cook (Female).....	60.00
Kitchenhand—	
During first year's service with same employer	26.00
Thereafter, with same employer.....	30.00
Handyman.....	55.00
Housekeeper.....	50.00
Chambermaid.....	25.00
Laundryhand (Male)—	
During first year of experience.....	25.50
Thereafter.....	28.50
Laundryhand (Female)—	
During first year of experience.....	23.00
Thereafter.....	26.00

<i>Klas werknemer.</i>	<i>Per maand (plus etes terwyl op diens). R</i>
Klerk, vrou—	
Gedurende eerste jaar ondervinding.....	37.00
Gedurende tweede jaar ondervinding.....	43.00
Gedurende derde jaar ondervinding.....	55.00
Daarna.....	65.00
Portier en nagportier—	
Gedurende eerste jaar onderbinding.....	30.00
Gedurende tweede jaar ondervinding.....	40.00
Daarna.....	50.00
Hoteljoggie—	
Gedurende eerste jaar diens by dieselfde werkgever.....	21.00
Daarna, by dieselfde werkgever.....	25.00
Kleedkamerbediende, man—	
Gedurende eerste jaar ondervinding.....	25.50
Daarna.....	28.50
Kleedkamerbediende, vrou—	
Gedurende eerste jaar onderbinding.....	23.00
Daarna.....	26.00
Nagwag—	
Gedurende eerste jaar diens by dieselfde werkgever.....	27.00
Daarna, by dieselfde werkgever.....	30.00
Motorvoertuigbestuurder—	
Indien onbelaste gewig van voertuig hoog- stens 1,000 lb. is.....	29.00
Indien onbelaste gewig van voertuig meer as 1,000 lb. is.....	45.50
Buiteverkoopbediende—	
Gedurende eerste jaar ondervinding.....	40.00
Gedurende tweede jaar ondervinding.....	52.00
Daarna.....	64.00
Hoteltwekeling—	
Gedurende eerste 12 maande opleiding.....	35.00
Gedurende daaropvolgende ses maande opleiding.....	40.00
Gedurende daaropvolgende ses maande opleiding.....	45.00
Daarna.....	55.00
Kroegman—	
Gedurende eerste jaar ondervinding.....	70.00
Daarna.....	100.00
Hoofkroegman.....	130.00
Manlike tafelbediende of wynkelner—	
Gedurende eerste jaar ondervinding.....	24.00
Gedurende tweede jaar ondervinding.....	28.00
Gedurende derde jaar ondervinding.....	32.00
Daarna.....	40.00
Hoofdafelbediende, man.....	52.50
Biljartman.....	35.00
Tafelbediende, vrou—	
Gedurende eerste jaar ondervinding.....	24.00
Gedurende tweede jaar ondervinding.....	28.00
Daarna.....	32.00
Hoofdafelbediende, vrou.....	35.00
Kok, man—	
Gedurende eerste jaar ondervinding.....	26.50
Gedurende tweede jaar ondervinding.....	32.00
Gedurende derde jaar ondervinding.....	37.50
Gedurende vierde jaar ondervinding.....	43.00
Daarna.....	48.50
Hoofkok, man.....	75.00
Kok, vrou—	
Gedurende eerste jaar ondervinding.....	24.00
Gedurende tweede jaar ondervinding.....	28.00
Gedurende derde jaar ondervinding.....	35.00
Daarna.....	45.00
Hoofkok, vrou.....	60.00
Kombuishulp—	
Gedurende eerste jaar diens by dieselfde werkgever.....	26.00
Daarna, by dieselfde werkgever.....	30.00
Faktotum.....	55.00
Huishoudster.....	50.00
Kamerbediende.....	25.00
Wasseryhulp, man—	
Gedurende eerste jaar ondervinding.....	25.50
Daarna.....	28.50
Wasseryhulp, vrou—	
Gedurende eerste jaar ondervinding.....	23.00
Daarna.....	26.00

Class of Employee.	Per Month (Plus Meals whilst on Duty).	
	Area A.	Area B.
Grade I Employee—		
During first three months of experience.....	24.00	22.00
During second three months of experience.....	27.00	25.00
Thereafter.....	30.00	28.00
Grade II Employee (Male)—		
During first year's service with same employer.....	22.00	21.00
Thereafter, with same employer....	26.00	25.00
Grade II Employee (Female)—		
During first year's service with same employer.....	20.00	18.00
Thereafter.....	22.00	20.00
(b) Part-time employee, Male—50 cents per hour or part thereof; Part-time employee, Female—40 cents per hour or part thereof.		
(c) Casual employees—		

Class of Employment.	For Four Hours' Employment or less in any One Day.	Over Four Hours' but not Exceeding Eight Hours' Employment in any One Day.	For each Hour or Part thereof of Employment in Excess of Eight Hours in any One Day.
	R	R	c
Barman.....	2.50	4.00	0.40
Off-sales Attendant (Male)	3.85	5.25	0.40
Off-sales Attendant (Female).....	2.60	3.50	0.35
Cashier, Male.....	3.85	5.35	0.40
Cashier, Female.....	2.60	3.50	0.35
Cook, Male.....	3.50	4.20	0.30
Cook, Female.....	2.75	3.50	0.25
Waiter.....	1.75	2.50	0.25
Waitress.....	1.65	2.25	0.25
Grade II Employee.....	0.65	0.95	0.10
All Others.....	1.60	2.50	0.25

Provided that where a casual waitress is required to work on a Sunday she shall be paid an amount of not less than two rand fifty cents for eight hours worked, or less and for each hour or part of an hour worked in excess of eight hours an amount of not less than thirty cents.

(2) *Basis of Contract.*—For the purposes of this clause and subject to the provisions of clause 13 the basis of contract of employment of an employee, other than a casual employee, shall be monthly and save as provided in sub-clause (4) and clause 5 (6) an employee shall be paid in respect of a month not less than the full monthly wage prescribed in sub-clause (1) for an employee of his class whether he has in any week of that month worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

(3) (a) The weekly wage of an employee shall be calculated by dividing the monthly wage by four and one third.

(b) The daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by—

- (i) six in the case of an employee in a six-day establishment;
- (ii) seven in the case of an employee in a seven-day establishment.

(c) In respect of an uncompleted week or month of employment an employee shall be paid at the daily rate for the number of days worked.

(d) The hourly wage of an employee, other than a casual or part-time employee, shall be his weekly wage divided by the number of the total ordinary weekly hours of work prescribed in clause 6 (1) (a) for an employee of his class.

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

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

is prescribed in sub-clause 1 (a), shall pay to such employee in respect of the whole day on which the employee performs such work, the same rate of wage prescribed to such higher class of employee, or to a qualified employee doing that class of work, as the case may be; provided that where an employee is required

Klas werknemer.	Per maand (plus eies terwyl op diens).	
	Gebied A.	Gebied B.
Graad I-werknemer—		
Gedurende eerste drie maande ondervinding.....	24.00	22.00
Gedurende tweede drie maande ondervinding.....	27.00	25.00
Daarna.....	30.00	28.00
Graad II-werknemer, man—		
Gedurende eerste jaar diens by dieselfde werkgever.....	22.00	21.00
Daarna, by dieselfde werkgever....	26.00	25.00
Graad II-werknemer, vrou—		
Gedurende eerste jaar diens by dieselfde werkgever.....	20.00	18.00
Daarna.....	22.00	20.00
(b) Deeltydse werknemer, man—50 sent per uur of gedeelte daarvan. Deeltydse werknemer, vrou—40 sent per uur of gedeelte daarvan.		
(c) Los werknemers—		

Klas werk.	Vir vier uur of minder gewerk op 'n bepaalde dag.	Meer as vier uur maar hoogstens agt uur gewerk op 'n bepaalde dag.	Vir elke uur of gedeelte daarvan langer gewerk as agt uur op 'n bepaalde dag.
	R	R	c
Kroegman.....	2.50	4.00	0.40
Buiteverkoopsbediende, man.....	3.85	5.25	0.40
Buiteverkoopsbediende, vrou.....	2.60	3.50	0.35
Kassier, man.....	3.85	5.35	0.40
Kassier, vrou.....	2.60	3.50	0.35
Kok, man.....	3.50	4.20	0.30
Kok, vrou.....	2.75	3.50	0.25
Tafelbediende, man.....	1.75	2.50	0.25
Tafelbediende, vrou.....	1.65	2.25	0.25
Graad II-werknemer.....	0.65	0.95	0.10
Alle ander.....	1.60	2.50	0.25

Met dien verstande dat, waar daar van 'n los vroulike tafelbediende vereis word om op 'n Sondag te werk, sy 'n bedrag betaal moet word van minstens twee rand vyftig sent vir agt uur of minder gewerk en 'n bedrag van minstens dertig sent vir elke uur of gedeelte van 'n uur langer as agt uur gewerk.

(2) *Kontrakgrondslag.*—Vir die toepassing van hierdie kousule en behoudens die bepalings van kousule 13, is die dienskontrakgrondslag van 'n werknemer, uitgesonderd 'n los werknemer, maandeliks, en 'n werknemer moet, behoudens die bepalings van subkousule (4) en kousule 5 (6), ten opsigte van 'n maand nie minder betaal word nie as die volle maandloon wat in subkousule (1) vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in 'n week van daardie maand die maksimum getal gewone ure soos voorgeskryf in kousule 6 (1), of minder gewerk het.

(3) (a) Die weekloon van 'n werknemer word bereken deur die maandloon deur vier en een-derde te deel.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon te verdeel deur—

- (i) ses in die geval van 'n werknemer in 'n bedryfsinrigting wat ses dae per week werk;
- (ii) sewe in die geval van 'n werknemer in 'n bedryfsinrigting wat sewe dae per week werk.

(c) Ten opsigte van 'n onvoltooide week of maand diens, word 'n werknemer teen die dagloon betaal vir die getal dae gewerk.

(d) Die uurloon van 'n werknemer, uitgesonderd 'n los of deeltydse werknemer, is sy weekloon gedeel deur die getal gewone weeklikse werkdagte wat in kousule 6 (1) (a) vir 'n werknemer van sy klas voorgeskryf word.

(4) 'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om werk vir langer as altesaam een uur op 'n bepaalde dag of benewens sy eie werk of ter vervanging daarvan, die werk van 'n ander klas te doen waarvoor—

- (a) of 'n hoër loon as dié van sy eie klas;
- (b) of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in subkousule 1 (a) voorgeskryf word, moet aan sodanige werknemer ten opsigte van die hele dag waarop die werknemer sodanige werk verrig, dieselfde loon betaal as dié voorgeskryf vir sodanige hoër klas werknemer of vir 'n gekwalifiseerde werknemer wat daardie klas verrig, na gelang van die geval; met dien verstande dat waar daar van 'n werknemer vereis word om vir hoogstens een dag in 'n week die plek van 'n werknemer

for not more than one day in any week to take the place of an employee during the latter's free period referred to in clause 6 (3), the provisions of this sub-clause shall not apply.

(5) *Meals*.—A casual employee shall receive such meals as fall within his working hours and where such meals are not provided he shall be paid, in addition to the wage prescribed in clause 4 (1) (c), an amount of not less than fifteen cents if a grade II employee, kitchenhand or night watchman, and not less than thirty cents, if an employee other than a grade II employee, kitchenhand or night watchman, in lieu of each meal.

(6) *Dress Allowance*.—Whenever a casual employee is required by his employer to wear evening dress or a white or alpaca jacket, he shall be paid, in addition to the wages prescribed in clause 4 (1) (c) an amount of not less than thirty-five cents in respect of evening dress and fifteen cents in respect of a white or alpaca jacket, if such evening dress or jacket is supplied by himself.

(7) *Transport Allowance*.—A casual employee employed outside the area of the municipality or township in which he resides shall be paid his railway or bus fare to and from the place of his employment by his employer.

(8) The wages prescribed in this clause shall be deemed to include cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended. In the event of any substituting or superseding legislation increasing cost of living allowances to the extent that an employee would have become entitled to remuneration in excess of that prescribed in this clause his remuneration shall be increased by the amount of such increased cost of living allowance.

(9) Nothing in this Agreement shall operate to reduce any wages more favourable to employees than those contained in this Agreement.

5. PAYMENT OF REMUNERATION.

(1) *An Employee Other than a Casual Employee*.—Save as provided in clause 7 (5) any amount due to an employee shall be paid in cash monthly, or, if the employer and employee have agreed thereto in writing, weekly, during the hours of work on the usual pay day of the establishment which in the case of monthly payments shall be not later than 2 p.m. on the first weekday of the month and for Grade II employees not later than 2 p.m. on the third weekday of the month, or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container (or be accompanied by a statement) showing the employer's and employee's names, the employee's occupation, the number of overtime hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Casual Employees*.—An employer shall pay the remuneration due to his casual employee in cash or termination of his employment.

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

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

(5) *Board and Lodgings*.—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, as amended, and the Bantu Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

- With the written consent of his employee, a deduction for holiday, sick, insurance, provident, pension or savings funds; provided that in the case of a deduction for sick benefit or provident funds existing in terms of any agreement between the parties to this Agreement or in terms of the second proviso to clause 8 (1), the written consent of the employee need not be obtained;
- subject to the provisions of sub-clause (4), with the written consent of the employee, a deduction of any amount due to an employer for goods purchased from or through him by his employee; provided that such deductions shall not exceed one-third of the total remuneration due to such employee;
- a deduction of any amount of remuneration advanced by an employer to his employee;
- save as provided in clause 8 when his employee absents himself from work or is absent owing to accident or ill-health a deduction proportionate to the period of such absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- a deduction of any amount which an employer is legally, or by any order of any competent court required or permitted to make;
- levies in terms of clause 16 of this Agreement;
- with the written consent of his employee, contributions to the funds of the trade union in terms of clause 20 of this Agreement;

in te neem gedurende laasgenoemde se vry tyd soos bedoel in klousule 6 (3), die bepalinge van hierdie subklousule nie van toepassing is nie.

(5) *Etes*.—'n Los werknemer moet dié etes ontvang wat binne sy werkure val, en waar sodanige etes nie verskaf word nie, moet hy in plaas van elke ete en benewens die loon voorgeskryf in klousule 4 (1) (c), 'n bedrag van minstens vyftien sent betaal word as hy 'n graad II-werknemer, kombuis hulp of nagwag is, en minstens dertig sent as hy 'n ander werknemer as 'n graad II-werknemer, kombuis hulp of nagwag is.

(6) *Kleretoelae*.—Wanneer 'n werkgewer van 'n los werknemer vereis om 'n aandpak of 'n wit of alpaca-baadjie te dra, moet hy, benewens die loon voorgeskryf in klousule 4 (1) (c), 'n bedrag van minstens vyf-en-dertig sent ten opsigte van 'n aandpak en vyftien sent ten opsigte van 'n wit of alpaca-baadjie betaal word as hy self sodanige aanpak of baadjie moet verskaf.

(7) *Vervoertoelae*.—'n Werkgewer moet aan 'n los werknemer wat werksaam is buite die gebied van die munisipaliteit of dorp waarin hy woonagtig is, die spoorweg- of busgeld na en van die plek waar hy werksaam is, betaal.

(8) Die lone voorgeskryf in hierdie klousule, word geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreef No. 43 van 1942, soos gewysig, betaalbaar is. Ingeval die lewenskostetoelae, by latere of plaasvervangende wetgewing verhoog word in so 'n mate dat 'n werknemer geregtig sal word op 'n hoër besoldiging as dié wat in hierdie klousule voorgeskryf word, moet sy besoldiging verhoog word met die bedrag van sodanige verhoogde lewenskostetoelae.

(9) Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat dit lone wat gunstiger vir die werknemers is as dié wat in hierdie Ooreenkoms vervat word, verlaag nie.

5. BETALING VAN BESOLDIGING.

(1) *'n Ander werknemer as 'n los werknemer*.—Behoudens die bepalinge van klousule 7 (5), moet alle bedrae wat aan 'n werknemer verskuldig is, maandeliks of, as die werkgewer en die werknemer skriftelik daartoe ooreengekom het, weklíks in kontant aan hom betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting wat, in die geval van maandelikse betalings, nie later as 2 nm. op dié eerste weekdag van die maand en vir graad II-werknemers nie later as 2 nm. op dié derde weekdag van dié maand of by diensbeëindiging, as dit voor dié gewone betaaldag geskied, betaal moet word nie, en sodanige betaling moet in 'n koëvert of ander omslag wees of vergesel gaan van 'n staat waarop die werkgewer en die werknemer se naam, die werknemer se beroep, dié getal ure oortyd gewerk, dié besoldiging wat verskuldig is en dié tydperk ten opsigte waarvan betaling geskied, gemeld moet word.

(2) *Los werknemer*.—'n Werkgewer moet dié besoldiging wat aan sy los werknemer verskuldig is, by dié beëindiging van sy diens in kontant aan hom betaal.

(3) *Premies*.—Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag of regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word nie.

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

(5) *Kos en huisvesting*.—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, en die Bantoearbeid Regelingswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om van hom of van enige persoon of op 'n plek deur hom aangewys, kos en/of huisvesting te ontvang nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer mag nie sy werknemer beboet nie en mag ook nie bedrae van sy werknemer se besoldiging, uitgesonderd die volgende, aftrek nie:—

- Met dié skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siekte-, versekerings-, voorsorgs-, pensioen- of spaarfondse; met dien verstande dat in dié geval van 'n aftrekking vir siektebystands- of voorsorgs-fondse wat ingevolge 'n ooreenkoms tussen dié partye by hierdie Ooreenkoms, of ingevolge dié tweede voorbehoudsbepaling van klousule 8 (1) tot stand gekom het, dié skriftelike toestemming van dié werknemer nie verkry hoef te word nie;
- behoudens die bepalinge van subklousule (4), met dié skriftelike toestemming van dié werknemer, 'n bedrag wat aan 'n werkgewer verskuldig is vir goedere wat van hom of deur sy tussenkoms deur sy werknemer aangekoop is; met dien verstande dat sodanige aftrekkings nie meer as een-derde van dié totale besoldiging wat aan sodanige werknemer verskuldig is, mag bedra nie;
- 'n bedrag wat uit dié besoldiging van 'n werknemer deur dié werkgewer aan sodanige werknemer voorgeskiet is;
- behoudens die bepalinge van klousule 8, wanneer sy werknemer van dié werk af wegbly of afwesig is weens 'n ongeluk of swak gesondheid, 'n bedrag wat in verhouding is tot dié tydperk van sodanige afwesigheid en wat bereken is op dié grondslag van dié loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;
- 'n bedrag wat 'n werkgewer ingevolge of kragtens 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;
- heffings ooreenkomstig dié bepalinge van klousule 16 van hierdie Ooreenkoms;
- met dié skriftelike toestemming van sy werknemer, bydraes tot dié fondse van dié vakvereniging ooreenkomstig dié bepalinge van klousule 20 van hierdie Ooreenkoms;

(h) where an employee (other than a casual employee) agrees or in terms of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Regulation Act, 1911, is required to accept lodging from his employer a deduction not exceeding the amounts specified hereunder:—

	Lodging per Month. R
(i) Grade II employee, kitchen-hand, night watchman.....	2.50
(ii) Manager, Manageress, Assistant Manager and Assistant Manageress.....	10.00
(iii) All Other Employees.....	5.00

Provided that when an employee accepts lodging and does not avail himself thereof, it shall not be construed that a deduction may not be made.

(7) If meals are not provided by the employer, the wage of an employee (other than a casual or part-time employee) shall be increased by not less than the amount specified hereunder:—

	Per Month. R
(i) Grade II Employee, Kitchen-hand, Night Watchman.....	5.50
(ii) All Other Employees.....	10.50

Provided that it shall not be construed where meals are made available to an employee and he does not avail himself thereof, that he is entitled to compensation in lieu thereof.

6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) (a) The ordinary hours of work of an employee, other than a casual employee, shall not in any week exceed—

	In a Seven-day Establishment.	In a Six-day Establishment.
Barman.....	56	52
Off-sales Attendant.....	—	50
All Other Employees.....	58	54

(b) *Casual Employee.*—The ordinary hours of work of a casual employee shall not exceed nine on any day.

(2) *Meal Breaks.*—When an employee is on duty during the meal time of an establishment, his employer shall grant to him during such meal times or within half-an-hour before or after such meal time a break of not less than thirty minutes during which such employer shall not require or permit his employees to work and such meal break shall not be deemed to be part of the ordinary hours of work or overtime; provided that the period of work between any two such meals shall not be longer than six consecutive hours; provided further that periods of work interrupted by a break of less than thirty minutes shall be deemed to be continuous.

(3) *Weekly Time-off Duty.*—(a) In a seven-day establishment an employer shall grant one full day off-duty per week for all employees except grade II employees, and grade II employees shall be granted one half-day off-duty from 2 p.m. to midnight in each week, for three weeks, and in addition one full day off-duty in the fourth week within each cycle of four consecutive weeks' employment; if the employer and employee agree thereto, the foregoing time-off may be taken fortnightly instead of weekly or in the event of an emergency the time-off prescribed may be postponed to be taken within the next four weeks, and failing that the employee shall receive double-pay in lieu thereof.

(b) Every barman whether employed in a six-day or seven-day establishment shall be granted at least one evening per week off-duty from not later than 7 p.m. in addition to any time-off to which he may be entitled in terms of paragraph (a) hereof.

(c) No employer shall cause or permit a full-time employee to work so that the said employee has not at least ten consecutive hours for rest in any period of twenty-four hours calculated from the commencement of any working period.

(d) In a six-day establishment no employer shall cause or permit any employee to work on any Sunday.

(4) *Overtime.*—All hours worked in excess of the ordinary hours prescribed in sub-clause (1) shall be deemed to be overtime.

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

(6) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and a third times his ordinary wage.

(h) waar 'n werknemer (uitgesonderd 'n los werknemer) daarmee instem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig of die Bantoe-arbeid Regelingswet, 1911, huisvesting van sy werkgever moet aanneem, hoogstens die bedrae hieronder gespesifiseer:—

	Huisvesting per maand. R
(i) Graad I-werknemer, graad II-werknemer, kombuishulp, nagwag.....	2.50
(ii) Bestuurder, bestuurderes, assistent-bestuurder en assistent-bestuurderes.....	10.00
(iii) Alle ander werknemers.....	5.00

Met dien verstande dat, wanneer 'n werknemer wel huisvesting aangeneem het maar nie daarvan gebruik maak nie, hierdie bepaling nie so uitgelê moet word dat die betrokke bedrag nie afgetrek mag word nie.

(7) As die werkgever geen etes verskaf nie, moet die loon van 'n werknemer (uitgesonderd 'n los of deeltydse werknemer) verhoog word met minstens die bedrag hieronder gespesifiseer:—

	Per maand. R
(i) Graad II-werknemer, kombuishulp, nagwag..	5.50
(ii) Alle ander werknemers.....	10.50

Met dien verstande dat hierdie bepaling nie so uitgelê moet word nie dat, waar etes vir 'n werknemer beskikbaar gestel word en hy nie daarvan gebruik maak nie, hy op vergoeding in plaas daarvan geregtig is.

6. WERKURE, GEWONE EN OORTYD- EN BETALING VIR OORTYDWERK.

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, mag hoogstens die volgende in 'n week wees:—

	In 'n bedryfs- inrigting wat sewe dae per week werk.	In 'n bedryfs- inrigting wat ses dae per week werk.
Kroegmanne.....	56	52
Buiteverkoopsbediende.....	—	50
Alle ander werknemers.....	58	54

(b) *Los werknemer.*—Die gewone werkure van 'n los werknemer mag nie meer as nege op 'n dag beloop nie.

(2) *Etenspouse.*—Wanneer 'n werknemer op diens is gedurende die etens tyd van 'n bedryfsinrigting, moet sy werkgever hom gedurende sodanige etens tyd of binne 'n halfuur voor of na sodanige etens tyd 'n pouse toestaan van minstens dertig minute waarin hy nie van sodanige werknemer mag vereis of hom nie mag toelaat om te werk nie, en sodanige etenspouse word nie geag deel van die gewone werkure of oortydwerk uit te maak nie; met dien verstande dat die werktyd tussen twee sodanige etes nie langer as ses agtereenvolgende ure mag wees nie en voorts met dien verstande dat werktydperke wat deur 'n pouse van minder as dertig minute onderbreek word, geag moet word aanenlopend te wees.

(3) *Weeklikse vry tyd.*—(a) In 'n bedryfsinrigting wat sewe dae per week werk, moet 'n werkgever aan alle werknemers uitgesonderd graad II-werknemers, een volle vry dag per week toestaan, en aan graad II-werknemers moet daar een vry halfdag, van 2 nm. tot middernag, elke week toegestaan word vir drie weke en daarbenewens een volle vry dag in die vierde week binne 'n kringloop van vier agtereenvolgende weke gewerk; as die werkgever en die werknemer daartoe ooreenkom, mag sodanige vry tyd elke veertien dae in plaas van weekliks geneem word, of ingeval van 'n noodgeval mag die voorgeskrewe vry tyd uitgestel word om dan binne die daaropvolgende vier weke geneem te word, en by gebreke daarvan moet die werknemer dubbelbetaling in plaas daarvan ontvang.

(b) Aan elke kroegman, hetsy hy werksaam is in 'n bedryfsinrigting wat ses of sewe dae per week werk, moet daar ten minste een aand per week vry gegee word en wel vanaf nie later as 7 nm. nie, benewens enige vry tyd waarop hy kragtens paragraaf (a) hiervan geregtig mag wees.

(c) Geen werkgever mag 'n voltydse werknemer so laat werk of hom toelaat om so te werk dat genoemde werknemer nie minstens tien agtereenvolgende ure rus in enige tydperk van vier-en-twintig uur, bereken vanaf die begin van 'n werktyd, het nie.

(d) In 'n bedryfsinrigting wat ses dae per week werk, mag 'n werkgever nie 'n werknemer op 'n Sondag laat werk of hom toelaat om aldus te werk nie.

(4) *Oortydwerk.*—Alle ure gewerk buite die gewone ure voorgeskryf in subklousule (1), word geag oortydwerk te wees.

(5) *Beperking van oortydwerk.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om vir meer as tien uur in 'n week oortyd te werk nie.

(6) *Betaling vir oortydwerk.*—'n Werkgever moet sy werknemer ten opsigte van alle oortydwerk wat hy verrig het, besoldig teen minstens een en 'n derde maal sy gewone loon.

(7) *Spreadover*.—All hours of work and meal breaks shall be completed within a spreadover of fourteen hours.

(8) *Savings*.—(a) The provisions of this clause shall not apply to an assistant manager, assistant manageress, manager, manageress or the wife of a manager.

(b) The provisions of sub-clauses (1) and (2) shall not apply to a night watchman or a night porter.

(c) The provisions of sub-clauses (3) and (7) shall not apply to a night watchman, night porter or casual employee.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (4) an employer shall in respect of each completed year of employment grant—

(a) to an employee (other than a grade II employee) employed in a seven-day establishment three consecutive weeks' leave;

(b) to an employee (other than a grade II employee and a barman) employed in a six-day establishment, three consecutive weeks' leave;

(c) to a barman in a six-day establishment, two consecutive weeks' leave for the first twelve months' service and three consecutive weeks' leave thereafter;

(d) to a grade II employee, two consecutive weeks' leave.

(2) An employee (other than a grade II employee) who has been in employment at the same establishment for a period of not less than three consecutive years shall, in addition to the foregoing, be granted an additional one week's leave per year or one week's full pay in lieu thereof; provided that the extra leave, or payment in lieu thereof, may be reduced by one day or one day's pay respectively for each day in excess of seven days sick leave granted to the employee in terms of clause 8.

(3) The leave referred to in sub-clauses (1) and (2) shall be granted on full pay at the rate of wage which the employee was receiving immediately before the date of leave becoming due. All leave shall run consecutively.

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

(i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8, nor with a period of notice of termination of employment nor with any period of military training, undergone in that year in pursuance of the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, the 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 at the rate of wage which the employee was receiving immediately before the date of leave becoming due;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;

(v) upon the request of an employee, made in writing, his employer may allow the employee's leave to be accumulated over a period of employment of not more than two consecutive years or may pay the employee in lieu of one year's leave in every two consecutive years.

(5) The remuneration in respect of annual leave referred to in sub-clauses (1) and (2) shall be paid not later than on the last work day before the date of the commencement of such leave.

(6) An employee who has been in employment at the same establishment for a period of not less than four consecutive months and whose contract of employment terminates in the first or any subsequent year of employment in that establishment before the period of leave referred to in sub-clause (1) has accrued, shall save as provided in the fourth proviso of sub-clause (4) and in sub-clause (2) of clause 13, upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than—

(a) in the case of a grade II employer and a barman, who, in terms of clause 7 (1) (c) is entitled to two weeks' annual leave, one sixth

(b) in the case of any other employee, one-fourth;

of the weekly wage he was receiving immediately before the date of such termination, or if paid monthly, of the monthly wage divided by four and one-third.

(7) *Werkdagbestek*.—Alle werkure en etenspouses moet binne 'n bestek van veertien uur val.

(8) *Voorbehoudsbepalings*.—(a) Die bepaling van hierdie klousule is nie op 'n assistent-bestuurder, assistent-bestuurderes, bestuurder, bestuurderes of die vrou van 'n bestuurder van toepassing nie.

(b) Die bepaling van subklousule (1) en (2) is nie op 'n nagwag of 'n nagportier van toepassing nie.

(c) Die bepaling van subklousule (3) en (7) is nie op 'n nagwag, nagportier of los werknemer van toepassing nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepaling van subklousule (2) en (4), moet 'n werkgever ten opsigte van elke voltooide jaar diens—

(a) aan 'n werknemer (uitgesonderd 'n graad II-werknemer) wat werksaam is in 'n bedryfsinrigting wat sewe dae per week werk, drie agtereenvolgende weke verlof toestaan;

(b) aan 'n werknemer (uitgesonderd 'n graad II-werknemer en 'n kroegman) wat werksaam is in 'n bedryfsinrigting wat ses dae per week werk, drie agtereenvolgende weke verlof toestaan;

(c) aan 'n kroegman wat werksaam is in 'n bedryfsinrigting wat ses dae per week werk, twee agtereenvolgende weke verlof vir die eerste twaalf maande diens en daarna drie agtereenvolgende weke verlof toestaan;

(d) aan 'n graad II-werknemer twee agtereenvolgende weke verlof toestaan.

(2) Aan 'n werknemer (uitgesonderd 'n graad II-werknemer) wat vir 'n tydperk van minstens drie agtereenvolgende jare in dieselfde bedryfsinrigting werksaam was, moet daar benewens voornoemde verlof, 'n addisionele week verlof per jaar, of een week se volle betaling in plaas daarvan, toegestaan word; met dien verstande dat die ekstra verlof, of betaling in plaas daarvan, onderskeidelik deur een dag verlof of een dag se besoldiging verminder kan word vir elke dag meer as sewe dae siekteverlof wat ooreenkomstig die bepaling van klousule 8 aan die werknemer toegestaan is.

(3) Die verlof bedoel in subklousule (1) en (2) moet toegestaan word met volle betaling, bereken teen die loon wat die werknemer ontvang het onmiddellik voor die datum waarop hy op die verlof geregtig geword het. Alle verlof moet agtereenvolgens loop.

(4) Die verlof bedoel in subklousule (1) en (2), moet toegestaan word op 'n tyd wat die werkgever moet bepaal; met dien verstande dat—

(i) as sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het;

(ii) die tydperk van sodanige verlof nie mag saamval nie met siekteverlof soos toegestaan ooreenkomstig die bepaling van klousule 8 of met 'n tydperk van kennisgewing van diensbeëindiging of met 'n tydperk van militêre opleiding wat ingevolge die Verdedigingswet, 1957, gedurende daardie jaar ondergaan is;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, 'n ander dag ter vervanging van een van sodanige dae by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging teen die loon wat die werknemer ontvang het onmiddellik voor die datum waarop hy op die verlof geregtig geword het;

(iv) 'n werkgever enige dag geleentheidsverlof met volle betaling wat op die skriftelike versoek van die werknemer aan hom toegestaan is gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het, in mindering teen sodanige tydperk van verlof gebring kan word;

(v) op die skriftelike versoek van 'n werknemer, 'n werkgever sodanige werknemer kan toelaat om sy verlof te laat oploop oor 'n dienstermyn van hoogstens twee agtereenvolgende jare of die werknemer elke tweede agtereenvolgende jaar mag betaal in plaas daarvan om die jaar se verlof aan hom toe te staan.

(5) Die besoldiging ten opsigte van jaarlikse verlof, soos bedoel in subklousule (1) en (2), moet voor of op die laaste werkdag voor die datum waarop sodanige verlof begin, betaal word.

(6) 'n Werknemer wat by dieselfde bedryfsinrigting in diens was vir 'n tydperk van minstens vier agtereenvolgende maande en wie se dienskontrak in die eerste of in enige daaropvolgende jaar diens in daardie bedryfsinrigting eindig voordat die tydperk van verlof soos bedoel in subklousule (1), hom toegekom het, moet, behoudens die bepaling van die vierde voorbehoudsbepaling van subklousule (4) en subklousule (2) van klousule 13, by sodanige beëindiging in plaas van verlof en ten opsigte van elke voltooide maand van sodanige tydperk van minder as een jaar, minstens die volgende betaal word:—

(a) In die geval van 'n graad II-werknemer en 'n kroegman wat kragtens klousule 7 (1) (c) op twee weke jaarlikse verlof geregtig is, een-sesde.

(b) in die geval van enige ander werknemer, een-vierde,

van die weekloon wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging of, as hy maandeliks betaal word, van die maandloon gedeel deur vier en een-derde.

(7) An employee who has become entitled to a period of leave in terms of sub-clauses (1) and (2) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of leave the amounts referred to in sub-clauses (1), (2) and (6).

(8) In the event of an employer disposing of his business, that employer shall pay to each employee with more than one month's service in respect of each completed month of service not less than—

(a) in the case of a grade II employee and a barman who, in terms of clause 7 (1) (c) is entitled to two weeks' annual leave, one-sixth;

(b) in the case of any other employee, one-fourth;

of such disposal of the business, or if paid monthly, of the monthly wage, divided by four and one-third.

(9) For the purposes of this clause the expression "same establishment" shall be deemed to include any other establishment under the same ownership or control and the expression "employment" shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of sub-clauses (1) and (2);

(b) required to undergo military training, in pursuance of the Defence Act, 1957;

(c) absent from work on the instructions of or at the request of his employer;

(d) absent on sick leave in terms of clause 8;

amounting in the aggregate in any year, to not more than ten weeks in respect of items (a), (c) and (d), plus up to four months of any period of military training undergone in that year 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 leave in terms of Government Notice No. 1974 of 30th November, 1962, from the date on which such employee became entitled to such leave under such Agreement;

(ii) in the case of any other employee, who was in employment before the date of commencement of this Agreement and to whom Government Notice No. 1974 of 30th November, 1962, applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

(10) An employee who is absent on annual leave granted in terms of sub-clauses (1) and (2) shall not work for any other employer nor shall any other employer engage such employee except for duties at a casual function or with the prior permission of the Council.

(11) *Savings*.—The provisions of this clause shall not apply to a part-time employee or to a casual employee.

8. SICK LEAVE.

(1) An employer shall grant to his employee who has completed four months' employment with him and who is absent from work through incapacity—

(a) in the case of an employee who works in a seven-day establishment, fourteen work days; and

(b) in the case of an employee who works in a six-day establishment, twelve work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed, as a condition precedent to the payment by him of any amount in respect of such absence; provided further that where in any establishment there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of the employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee and out of which fund such employee is in case of absence or absences from work

(7) 'n Werknemer wat kragtens die bepalings van subklousule (1) en (2) op 'n tydperk van verlof geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging ten opsigte van sodanige verlof die bedrae betaal word wat in subklousule (1), (2) en (6) bedoel word.

(8) Ingeval 'n werkgewer sy onderneming van die hand sit, moet sodanige werkgewer aan elke werknemer wat langer as een maand by hom in diens was, ten opsigte van elke voltooide maand diens minstens die volgende betaal:—

(a) In die geval van 'n graad II-werknemer en 'n kroegman wat kragtens die bepalings van klousule 7 (1) (c) op twee weke jaarlikse verlof geregtig is, een-sesde;

(b) in die geval van enige ander werknemer, een-vierde,

van die weekloon wat hy ontvang het onmiddellik voor die datum waarop sodanige onderneming van die hand gesit word, of, indien sodanige werknemer maandeliks betaal word, van die maandloon gedeel deur vier en een-derde.

(9) Vir die toepassing van hierdie klousule word die uitdrukking "dieselfde bedryfsinrigting" geag enige ander bedryfsinrigting in te sluit wat dieselfde eienaar het of wat onder dieselfde beheer staan en die uitdrukking "diens" word geag 'n tydperk of tydperke in te sluit waarin 'n werknemer—

(a) afwesig is met verlof kragtens die bepalings van subklousule (1) en (2);

(b) ingevolge die Verdedigingswet, 1957, militêre opleiding moet ondergaan;

(c) van sy werk afwesig is op las of op versoek van sy werkgewer;

(d) afwesig is met siekteverlof ooreenkomstig die bepalings van klousule 8;

wat in enige jaar altesaam hoogstens tien weke beloop ten opsigte van items (a), (c) en (d), plus tot vier maande van enige tydperk van militêre diens wat in daardie jaar ondergaan is, en diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het kragtens Goewermentskennisgewing No. 1974 van 30 November 1962, vanaf die datum waarop sodanige werknemer kragtens sodanige ooreenkoms tot sodanige verlof geregtig geword het;

(ii) in die geval van enige ander werknemer wat voor die datum van inwerkingtreding van hierdie Ooreenkoms in diens was en op wie Goewermentskennisgewing No. 1974 van 30 November 1962 van toepassing was, maar wat nie kragtens die bepalings daarvan op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van 'n ander werknemer vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het of vanaf die datum waarop hierdie Ooreenkoms in werking getree het, naamlik die jongste datum.

(10) 'n Werknemer wat afwesig is met jaarlikse verlof wat kragtens subklousule (1) en (2) toegestaan is, mag nie werk vir 'n ander werkgewer verrig nie, en 'n ander werkgewer mag nie sodanige werknemer in diens neem nie uitgesonderd vir pligte by 'n toevallige funksie of wanneer die toestemming van die Raad vooraf verkry is.

(11) *Voorbehoudsbepalings*.—Die bepalings van hierdie klousule is nie op 'n deelydse werknemer of op 'n los werknemer van toepassing nie.

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer wat vier maande diens by hom agter die rug het en wat van sy werk afwesig is weens ongesteldheid, die volgende siekteverlof verleen:—

(a) In die geval van 'n werknemer in 'n bedryfsinrigting wat sewe dae per week werk, viertien werkdade; en

(b) in die geval van 'n werknemer in 'n bedryfsinrigting wat ses dae per week werk, twaalf werkdade;

altesaam gedurende 'n bepaalde jaar diens by hom, en hy moet aan sodanige werknemer ten opsigte van die tydperk van afwesigheid kragtens die bepalings hiervan minstens die loon betaal wat sodanige werknemer sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat 'n werkgewer mag vereis dat 'n sertifikaat, onderteken deur 'n geregistreerde geneeskundige praktisyn, wat die aard en duur van die werknemer se siekte meld ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, mag vereis as 'n voorwaarde vir die betaling, deur hom, van enige bedrag ten opsigte van sodanige afwesigheid; en voorts met dien verstande dat waar daar in 'n bedryfsinrigting en kragtens 'n ooreenkoms tussen 'n werkgewer en 'n party van of al sy werknemers of tussen 'n werkgewer en 'n geregistreerde vakvereniging, 'n siektebystands- of voorsorgsfonds bestaan of gestig mag word waartoe die werkgewer ten opsigte van elkeen van die werknemers wat voordeel daaruit sal put, 'n bedrag bydra wat minstens gelyk is aan die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is en waaruit sodanige werknemer, ingeval van 'n afwesigheid van werk weens siekte of 'n ongeluk (uitgesonderd 'n ongeluk waarvoor daar

on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees.

(2) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 7 (9) and shall include employment in any other establishment under the same ownership or control.

(3) For the purpose of this clause the expression "incapacity" means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct: Provided that any inability to work, caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work, for which no disablement payment is payable in terms of that Act.

(4) *Savings*.—The provisions of this clause shall not apply to a part-time employee or to a casual employee.

9. PUBLIC HOLIDAYS.

(1) An employee, other than a casual employee and a part-time employee, shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant and Christmas Day, provided that an employee may be required to work on any such day.

(2) Whenever an employee, other than a casual employee or a part-time employee works or is granted the weekly time off duty prescribed in clause 6 (4) on New Year's Day, Good Friday, Ascension Day, Christmas Day or the Day of the Covenant, his employer shall pay to him in respect of any work performed on such day, an extra day's pay at the rate of wage currently being received by him.

(3) For the purposes of this clause and clause 7 (4) (iii) a public holiday falling on a Sunday shall be deemed to fall on the following Monday.

10. PROPORTION OR RATIO.

(1) *Clerical Employees*.—An employer shall not employ an unqualified clerical employee unless he has in his employ a qualified clerical employee and for each qualified clerical employee employed not more than one unqualified clerical employee may be employed by him.

(2) *Off-Sales Attendant*.—An employer shall not employ an unqualified off-sales attendant unless he has in his employ a qualified off-sales attendant and for each qualified off-sales attendant not more than one unqualified off-sales attendant may be employed.

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

(4) *Cook and Kitchenhand*.—An employer shall not employ an unqualified cook or a kitchenhand unless he has in his employ one qualified cook and for each qualified or unqualified cook he shall not employ more than one kitchenhand.

(5) *Porter*.—An employer shall not employ an unqualified porter unless he has in his employ one qualified porter and for each two qualified porters employed not more than one unqualified porter may be employed.

(6) *Waiter and/or Waitress*.—An employer shall not employ an unqualified waiter unless he has in his employ one qualified waiter nor an unqualified waitress unless he has in his employ one qualified waitress and for each two qualified waiters employed not more than one unqualified waiter may be employed and for each two qualified waitresses employed not more than one unqualified waitress may be employed.

(7) For the purposes of this clause—

(a) any unqualified clerical employee, off-sales attendant, barman, cook, porter, waiter or waitress receiving not less than the wage prescribed in clause 4 (1) for a qualified clerical employee, off-sales attendant, barman, cook, porter, waiter or waitress, respectively, may be regarded as a qualified clerical employee, off-sales attendant, barman, cook, porter, waiter or waitress as the case may be;

(b) an employer who is wholly or substantially engaged in performing the work of a clerical employee, barman, off-sales attendant or cook in his own establishment, may be regarded as a qualified clerical employee, barman, off-sales attendant, or cook, as the case may be;

ingevolge die Ongevallewet, 1941, vergoeding betaalbaar is), in 'n bepaalde jaar altesaam minstens, 'n bedrag gelyk aan sy volle loon vir 'n tydperk van twee weke ten opsigte van sodanige afwesigheid kan ontvang onder omstandighede wat wesenlik nie minder gunstig vir die werknemer as hierdie bepaling is nie, die bepalings van hierdie klousule nie ten opsigte van sodanige werknemers van toepassing is nie.

(2) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (9) en omvat dit diens in alle ander bedryfsinrigtings wat dieselfde eienaar het en onder dieselfde beheer staan.

(3) Vir die toepassing van hierdie klousule beteken "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering, uitgesonderd dié wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige onvermoë om te werk, wat meegebring is deur 'n ongeluk waarvoor daar vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag moet word ongeskiktheid te wees slegs ten opsigte van daardie tydperk van onvermoë om te werk waarvoor daar geen ongeskiktheidsbetaling ooreenkomstig daardie Wet betaalbaar is nie.

(4) *Voorbehoudsbepalings*.—Die bepalings van hierdie klousule is nie op 'n deeltydse werknemer of op 'n los werknemer van toepassing nie.

9. OPENBARE VAKANSIEDAE.

(1) 'n Werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, is geregtig op en moet verlof met volle betaling toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag en Kersdag; met dien verstande dat daar van 'n werknemer vereis mag word om op enigeen van hierdie dae te werk.

(2) Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Kersdag of Gelofte-dag werk of op so 'n dag die weeklikse vry tyd toegestaan word soos voorgeskryf in klousule 6 (4), moet sy werkgever hom ten opsigte van werk op sodanige dag verrig, 'n ekstra dag se loon betaal teen die loon wat hy op daardie tydspan ontvang.

(3) Vir die toepassing van hierdie klousule en klousule 7 (4) (iii), word 'n openbare vakansiedag wat op 'n Sondag val, geag op die daaropvolgende Maandag te val.

10. GETALVERHOUDING.

(1) *Klerke*.—'n Werkgever mag nie 'n ongekwalfiseerde klerk in diens neem nie tensy hy 'n gekwalfiseerde klerk in diens het, en vir elke gekwalfiseerde klerk wat hy in diens het, mag hy nie meer as een ongekwalfiseerde klerk in diens neem nie.

(2) *Buiteverkoopsbediende*.—'n Werkgever mag nie 'n ongekwalfiseerde buiteverkoopsbediende in diens neem nie tensy hy 'n gekwalfiseerde buiteverkoopsbediende in diens het, en vir elke gekwalfiseerde buiteverkoopsbediende wat hy in diens het, mag hy nie meer as een ongekwalfiseerde buiteverkoopsbediende in diens neem nie.

(3) *Kroegman*.—'n Werkgever mag nie 'n ongekwalfiseerde kroegman in diens neem nie tensy hy een gekwalfiseerde kroegman in sy diens het, en vir elke gekwalfiseerde kroegman wat hy in sy diens het, mag hy nie meer as een ongekwalfiseerde kroegman in diens neem nie.

(4) *Kok en kombuishulp*.—'n Werkgever mag nie 'n ongekwalfiseerde kok of kombuishulp in diens neem nie tensy hy een gekwalfiseerde kok in sy diens het, en vir elke gekwalfiseerde of ongekwalfiseerde kok mag hy nie meer as een kombuishulp in diens neem nie.

(5) *Portier*.—'n Werkgever mag nie 'n ongekwalfiseerde portier in diens neem nie tensy hy een gekwalfiseerde portier in sy diens het, en vir elke twee gekwalfiseerde portiers wat hy in diens het, mag hy nie meer as een ongekwalfiseerde portier in diens neem nie.

(6) *Manlike en/of vroulike tafelbediende*.—'n Werkgever mag nie 'n ongekwalfiseerde manlike tafelbediende in diens neem nie tensy hy een gekwalfiseerde manlike tafelbediende in diens het, en hy mag nie 'n ongekwalfiseerde vroulike tafelbediende in diens neem nie tensy hy een gekwalfiseerde vroulike tafelbediende in sy diens het, en vir elke twee gekwalfiseerde manlike tafelbediendes wat hy in diens het, mag hy nie meer as een ongekwalfiseerde manlike tafelbediende in diens neem nie, en vir elke twee gekwalfiseerde vroulike tafelbediendes mag hy nie meer as een ongekwalfiseerde vroulike tafelbediende in diens neem nie.

(7) Vir die toepassing van hierdie klousule—

(a) mag 'n ongekwalfiseerde klerk, buiteverkoopsbediende, kroegman, kok, portier, manlike tafelbediende of vroulike tafelbediende wat minstens die loon ontvang wat in klousule 4 (1) onderskeidelik vir 'n gekwalfiseerde klerk, buiteverkoopsbediende, kroegman, kok, portier, manlike tafelbediende of vroulike tafelbediende voorgeskryf word, gereken word as 'n gekwalfiseerde klerk, buiteverkoopsbediende, kroegman, kok, portier, manlike tafelbediende of vroulike tafelbediende, na gelang van die geval;

(b) mag 'n werkgever wat uitsluitlik of hoofsaaklik die werk van 'n klerk, kroegman, buiteverkoopsbediende of kok in sy eie bedryfsinrigting verrig, as 'n gekwalfiseerde klerk, kroegman, buiteverkoopsbediende of kok, na gelang van die geval, gereken word;

- (c) where an employer carries on business in more than one establishment, or where in any establishment there is more than one bar, each such establishment or bar shall be deemed to be a separate establishment or bar and such employer shall not be reckoned as a qualified clerical employee, barman or cook for more than one such establishment or bar.

11. UNIFORMS OR WHITE COATS.

An employer who requires his employees, other than a casual employee to wear a uniform, apron or white coat shall supply such uniform, apron or white coat free of charge and shall at his own expense clean or launder it and maintain it in a fit and proper state of repair, but such garment or article shall remain the property of the employer, provided that an employer shall not be required to supply a dress-suit to any waiter who receives a wage which exceeds that prescribed for him in clause 4 by not less than R17.33 per month.

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

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee may terminate the employment without notice at any time during the first month of employment. After the first month of employment the notice of termination of employment to be given by employer or employee shall be not less than—

- (a) in the case of a barman, off-sales attendant, waiter, wine steward or grade II employee—two days;
- (b) in the case of any other employee—seven days;

or an employer may terminate the contract of employment without notice by paying the employee in lieu of notice an amount not less than—

- (c) in the case of a barman, off-sales attendant, waiter, wine steward or grade II employee—two days' pay;
- (d) in the case of all other employees—one week's pay at the rate of wage the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- (i) the right of an employer, or an 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 a period of notice of equal duration on both sides and for longer than herein specified.

(2) Any employee who in the opinion of the Council has wilfully left his employment in contravention of sub-clause (i) hereof shall not be entitled to any pro rata leave remuneration which may have accrued to him in terms of clause 7 (6) and he shall receive no remuneration for the uncompleted week of service.

(3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or on sick leave in terms of clause 8.

(4) When an agreement is entered into in terms of the second proviso to sub-clause (1) the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

14. RECORDS OF SERVICE.

(1) The Council, on the application of an employee, shall issue to him a Record of Service Card, hereinafter referred to as a Service Card, in the form to be prescribed by the Council.

(2) The Council may, after enquiry, cause to be entered on the service cards particulars of the employees' service in the liquor and catering trade.

(3) Upon termination of an engagement the employer shall record on the employee's service card the employer's name and address, the capacity in which the employee was employed, the dates of commencement and termination of his employment and the rate of remuneration at the date of such termination.

(4) No employer shall engage an employee, other than a grade II or casual employee, unless such employee is in possession of a service card issued by the Council.

(5) *Savings.*—The provisions of this clause shall not apply to an employee who is registered under the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Regulation Act, 1911.

- (c) waar 'n werkgewer in meer as een bedryfsinrigting sake doen of waar daar in 'n bedryfsinrigting meer as een kroeg is, word elke sodanige bedryfsinrigting of kroeg geag 'n afsonderlike bedryfsinrigting of kroeg te wees, en sodanige werkgewer mag nie ten opsigte van meer as een sodanige bedryfsinrigting of kroeg as 'n gekwalifiseerde klerk, kroegman of kok gereken word nie.

11. UNIFORMS OF WIT JASSE.

'n Werkgewer wat van sy werknemers, uitgesonderd 'n los werknemer vereis om 'n uniform, voorskoot of wit jas te dra, moet sodanige uniform, voorskoot of wit jas gratis verskaf en dit op sy eie koste laat skoonmaak of was en stryk en dit in 'n behoorlike toestand hou, maar sodanige kledingstuk of artikel bly die eiendom van die werkgewer; met dien verstande dat daar nie van 'n werkgewer vereis mag word om 'n aandpak aan 'n tafelbediende wat 'n loon ontvang wat minstens R17.33 per maand hoër is as dié wat in klousule 4 vir hom voorgeskryf word, te verskaf nie.

12. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN SESTIEN JAAR.

'n Werkgewer mag niemand onder die leeftyd van sestien jaar in diens neem nie.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer mag te eniger tyd gedurende die eerste maand diens sodanige diens sonder kennisgewing beëindig. Na die eerste maand diens moet die werkgewer of die werknemer soos volg kennis gee van diensbeëindiging:—

- (a) In die geval van 'n kroegman, buiteverkoopsbediende, tafelbediende, wynkelner of graad II werknemer—minstens twee dae;
- (b) in die geval van enige ander werknemer—minstens sewe dae;

of 'n werkgewer mag nie dienskontrak sonder kennisgewing beëindig deur, in plaas van kennisgewing, aan die werknemer 'n bedrag te betaal van—

- (c) minstens twee dae se besoldiging in die geval van 'n kroegman, buiteverkoopsbediende, tafelbediende, wynkelner of graad II-werknemer;
- (d) een week se besoldiging teen die loon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, in die geval van alle ander werknemers;

met dien verstande dat hierdie bepalings nie die volgende raak nie:—

- (i) Die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingtermyn wat vir albei partye ewe lank is en langer is as die hierin gespesifiseer.

(2) 'n Werknemer wat, na die mening van die Raad, opsetlik sy werk in stryd met die bepalings van subklousule (i) hiervan verlaat het, is nie op die *pro rata*-verlofbesoldiging wat kragtens klousule 7 (6) aan hom mag toekom, geregtig nie en hy ontvang geen besoldiging vir die onvoltooide week diens nie.

(3) Die kennisgewing bedoel in subklousule (1), loop vanaf die dag waarop dit gegee word; met dien verstande dat die kennisgewingtermyn nie mag saamval nie met of dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof ooreenkomstig die bepalings van klousule 7 of met siekteverlof ooreenkomstig die bepalings van klousule 8.

(4) Wanneer daar ooreenkomstig die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms aangegaan is, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingtermyn waaroor daar ooreengekom is.

14. DIENSREKORD.

(1) Die Raad moet, wanneer 'n werknemer daarom aansoek doen, aan hom 'n diensrekordkaart uitreik, hieronder 'n dienskaart genoem, in die vorm soos deur die Raad voorgeskryf.

(2) Die Raad mag, nadat hy navraag gedoen het, besonderhede van die werknemer se diens in die Drank- en Verversingsbedryf op die dienskaart laat inskryf.

(3) By diensbeëindiging, moet die werkgewer die werknemer se naam en adres, die hoedanigheid waarin die werknemer werksaam was, die datum van diensaanvaarding en diensbeëindiging en die besoldiging wat hy ten tyde van sodanige beëindiging ontvang het, op die werknemer se dienskaart inskryf.

(4) Geen werkgewer mag 'n werknemer, uitgesonderd 'n graad II- of los werknemer, in diens neem nie tensy sodanige werknemer in besit is van 'n dienskaart wat deur die Raad uitgereik is.

(5) *Voorbehoudsbepaling.*—Die bepalings van hierdie klousule is nie op 'n werknemer wat ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Bantoe-arbeid Regelingswet, 1911, geregistreer is, van toepassing nie.

15. EXEMPTIONS.

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

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

(3) The Secretary of the Council shall issue to every person granted exemption, a licence of exemption signed by the Chairman and/or Secretary setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which such exemption shall operate.

(4) The Secretary of the Council shall—

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

16. RECORDS, RETURNS AND CONTRIBUTIONS.

(1) Every employer shall at all times keep, in the form prescribed in Annexure A to this Agreement, records of wages paid, time worked and the other details prescribed in the said Annexure in respect of all persons employed by him. Such records shall be made available for inspection and be retained in the same manner as prescribed in section fifty-seven of the Industrial Conciliation Act, No. 28 of 1956, for the inspection and retention of the records required to be kept under that Act.

(2) Every employer shall deduct ten cents per month from the wages of each employee (other than a casual employee) who has been in his employ during that month. To this amount the employer shall add an equal amount and shall forward the total sum, together with a return of his employees in the form of Annexure B to this Agreement, to reach the office of the Council at 49 Kruis Street, Johannesburg, not later than the seventh day of the following month.

17. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the record of wages paid, time worked and payments made for overtime and it shall be the duty of every employer and employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for the purpose of ascertaining whether the terms of this Agreement are being observed.

18. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to an employee who is a representative on the Council every reasonable facility to attend to his duties in connection with the work of the Council.

19. UNION AND ASSOCIATION MEMBERSHIP.

(1) No employee who is not a member of the trade union shall be employed for a period in excess of thirty days by an employer who is a member of the employers' organisation and no employee who is a member of the trade union shall work for an employer who is not a member of the employers' organisation.

(2) Savings.—The provisions of this clause shall not apply—

- (a) where an employer or employee has in the opinion of the Council been refused membership of his respective organisation without good cause, which refusal shall be notified to the Council within seven days of such refusal;
- (b) 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

15. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaardes bepaal waarop sodanige vrystelling verleen word en ook die tydperk vasstel waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, wanneer hy dit dienstig ag, na skriftelike kennisgewing van een week aan die betrokke persoon 'n vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) Die sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n vrystellingsertifikaat uitreik wat deur die voorsitter en/of die sekretaris onderteken is en wat die volgende meld:—

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling van krag is, en
- (d) die tydperk waarin sodanige vrystelling van krag is.

(4) Die sekretaris van die Raad moet—

- (a) alle vrystellingsertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie van elke vrystellingsertifikaat wat uitgereik word, bewaar en 'n ander kopie aan die Afdelingsinspekteur van Arbeid, Johannesburg, stuur; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

16. REGISTERS, OPGAWES EN BYDRAES.

(1) Elke werkgewer moet te alle tye en in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, 'n register van die lone wat betaal is, die tyd wat gewerk is en die ander besonderhede wat in genoemde Aanhangsel voorgeskryf word, hou ten opsigte van alle persone wat by hom in diens is. Sodanige registers moet vir inspeksie beskikbaar gestel word en moet bewaar word op dieselfde manier as dié in artikel sewe-en-vyftig van die Wet op Nywerheidsversoening, No. 28 van 1956, voorgeskryf vir die inspeksie en bewaring van die registers wat ingevolge daardie Wet gehou moet word.

(2) Elke werkgewer moet tien sent per maand van die loon van elke werknemer (uitgesonderd 'n los werknemer) aftrek wat gedurende daardie maand by hom in diens was. By hierdie bedrag moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag, tesame met 'n opgawe van sy werknemers in die vorm van Aanhangsel B van hierdie Ooreenkoms, aan die Raad stuur sodat dit die kantoor van die Raad te Kruisstraat 49, Johannesburg, voor of op die sewende dag van die daaropvolgende maand bereik.

17. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms. 'n Agent mag 'n bedryfsinrigting betree en 'n werkgewer of werknemer ondervra en die register van die lone wat betaal is, die tyd wat gewerk is en die betalings vir oortyd inspekteer; en dit is die plig van elke werkgewer en werknemer om sodanige agent toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

18. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD.

Elke werkgewer moet aan 'n werknemer wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad uit te voer.

19. LIDMAATSKAP VAN VAKVERENIGING EN ASSOCIATION.

(1) Geen werknemer wat nie 'n lid van die vakvereniging is nie, mag vir 'n langer tydperk as dertig dae in diens geneem word deur 'n werkgewer wat 'n lid van die werkgewersorganisasie is, en geen werknemer wat 'n lid van die vakvereniging is, mag vir 'n werkgewer werk wat nie 'n lid van die werkgewersorganisasie is nie.

(2) Voorbehoudsbepalings.—Die bepalings van hierdie klousule is nie van toepassing nie—

- (a) waar 'n werkgewer of werknemer na die mening van die Raad sonder grondige rede lidmaatskap van sy betrokke organisasie geweier is, en die Raad moet binne sewe dae van sodanige weiering daarvan in kennis gestel word;
- (b) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het; met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie maande nadat hy in die nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om 'n lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree;

in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation;

- (c) where an employee in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union;
- (d) to a manager, manageress, assistant manager, assistant manageress, hotel-trainee, clerical employee, housekeeper and off-sales attendant;
- (e) to a cook, head waiter, handyman and porter whose wage (including the cash equivalent of meals) exceeds R150 per month;
- (f) to part-time and casual employees.

20. TRADE UNION AND EMPLOYEES' ORGANISATION SUBSCRIPTIONS.

(1) Every employer shall deduct from the wages of members of the trade union in his employ, current subscriptions and contributions under the death benefit scheme in terms of the trade union constitution. The trade union shall at the end of each month render to every employer a statement showing the amount to be deducted in respect of that month in terms of this clause. The employer shall forward the amounts deducted to the Secretary of the Trade Union at 19/20 Trades Hall, Kerk Street, Johannesburg, not later than the seventh day of the following month.

(2) Every employer who is a member of the employers' organisation shall remit to the Secretary of the Council, not later than the seventh day of each month, the subscription due to the employers' organisation. The Secretary of the Council shall transmit subscriptions so received to the employers' organisation.

21. 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.

22. GENERAL.

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

23. NOTICES.

Every employer shall obtain from the Secretary of the Council and post in a conspicuous place in his establishment, and keep so posted, the notice issued by the Council giving particulars of wages, hours and working conditions applicable to such establishment.

24. ULTRA VIRES.

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

25. 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) Any disputes which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

Signed at Johannesburg on behalf of the parties on this 17th day of June, 1965.

D. S. LISTER,
Chairman of the Council.

H. D. MCKAY,
Vice-Chairman of the Council.

G. SEAGERS,
Secretary of the Council.

Witnesses thereto:

- (1) J. L. VENTER.
- (2) S. O. OTTO.

Annexure A.—Form of records to be kept by employers.
Annexure B.—Form of monthly return.

- (c) waar 'n werknemer na die mening van die Minister 'n grondige rede het om beswaar te maak daarteen om 'n lid van die vakvereniging te word of te bly;
- (d) op 'n bestuurder, bestuurderes, assistent-bestuurder, assistent-bestuurderes, hotelkwekeling, klerk, huishoudster en buitewerksbediende;
- (e) op 'n kok, hoofafelbediende (man), faktotum en portier wie se loon (met inbegrip van die kontantekwivalent van etes) meer as R150 per maand is;
- (f) op deeltydse en los werknemers.

20. LEDEGELDE VIR VAKVERENIGING EN WERKGEWERSORGANISASIE.

(1) Elke werkgewer moet van die lone van lede van die vakvereniging wat by hom in diens is, die lopende ledegeld en bydraes ingevolge die sterftebystandskema soos in die konstitusie van die vakvereniging bepaal, aftrek. Die vakvereniging moet aan die einde van elke maand aan elke werkgewer 'n staat verskaf wat dié bedrag toon wat ooreenkomstig die bepalings van hierdie klousule ten opsigte van daardie maand afgetrek moet word. Die werkgewer moet die bedrae aldus afgetrek, aan die sekretaris van die Vakvereniging te Trades Hall 19/20, Kerkstraat, Johannesburg, stuur en wel nie later nie as die sewende dag van die daaropvolgende maand.

(2) Elke werkgewer wat lid is van die werkgewersorganisasie, sekretaris van die Raad dié ledegeld stuur wat aan die werkgewersorganisasie verskuldig is. Die sekretaris van die Raad moet die ledegeld wat hy aldus ontvang, aan die werkgewersorganisasie stuur.

21. BESTAANDE KONTRAKTE.

Alle dienskontrakte wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is, is onderworpe aan die bepalings van hierdie Ooreenkoms.

22. ALGEMEEN.

Niks in hierdie Ooreenkoms vervat, mag so uitgelê word nie dat dit magtiging verleen vir die indiensneming van enigen wie se indiensneming by 'n statutêre wet verbied word of vir die indiensneming van enigen op enige tyd of tye wat by statutêre wet verbied word.

23. KENNISGEWINGS.

Elke werkgewer moet dié kennisgewing wat deur die Raad uitgereik word en wat besonderhede bevat van die lone, ure en diensvoorwaardes wat op 'n bedryfsinrigting van toepassing is, van die sekretaris van die Raad verkry en dit in 'n opvallende plek in sy bedryfsinrigting opplak en aldus opgeplak hou.

24. ULTRA VIRES.

Indien 'n bevoegde hof enigen van die bepalings van hierdie Ooreenkoms *ultra vires* verklaar, word die ander bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke termyn van hierdie Ooreenkoms.

25. UITLEG VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

(2) Alle geskilpunte wat in verband met die uitleg van enigen van die bepalings van hierdie Ooreenkoms mag ontstaan, moet na die Raad verwys word.

Namens die partye te Johannesburg onderteken op hede die 17de dag van Junie 1965.

D. S. LISTER,
Voorsitter van die Raad.

H. D. MCKAY,
Ondervoorsitter van die Raad.

G. SEAGERS,
Sekretaris van die Raad.

Getuies:

- (1) J. C. VENTER.
- (2) S. O. OTTO.

Aanhangsel A.—Vorm van registers wat deur werkgewers gehou moet word.

Aanhangsel B.—Vorm van maandelikse opgawe.

ANNEXURE A.

[Annexure A.—Records required to be kept in terms of Clause 16 (1) of Agreement.]

Name of Establishment _____

Month of _____

[illegible]

AANHANGSEL A.

[Aanhangsel A.—Register wat ingevolge klousule 16 (1) van Ooreenkomms gehou moet word.]

Naam van bedrijfsinrichting.....

Maand

Tyd elke dag gewerk. (Vul in datum en uur en gedeeltes van 'n uur gewerk.)	Oortyd gedurende elke week gewerk. (Vul in datum waarop week eindig en getal ure oortyd gewerk, uitgedruk in ure en breuke van 'n uur.)	Persoonsnommer van werknemer.	Dienskaartnommer van werknemer.	Naam van werknemer.	Ras.	Ouderdom (indien onder 21) en geslag.	Hoedanigheid waarin werksaam.	Datum van diensaanvaarding of ontslag indien gedurende maand in diens geneem of ontslaan.	Gewone tyd gewerk.	Elenstoelae [klousule 5 (7)].	Gewone besoldiging verskuldig ten opsigte van dae gewerk.	Oortydwerk.	Werk verrig op voorgeskrywe openbare vakansiedae.	In plaas van kennisgewing of verloor.	Bruto verdienste.	Gemaagte afrekkings— (a) Werkloosheidsversekeringsfonds. (b) Heffings van Nywerheidsraad. (c) Huysvesting (indien verskaft). (d) Ander.	Netto verdienste— (a) Voorgesket of geleen. (b) In kontant betaal.
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ANNEXURE B.

[Annexure B.—Form of monthly Return required to be submitted in terms of Clause 16 (1) of Agreement.]

Name of Establishment _____ Return for Month of _____

Identity and Service Card Numbers of Employee.	Name of Employee.	Race.	Age if under 21.	Sex.	Capacity in which employed.	Date of Engagement or Discharge if Engaged or Discharged during Month.

Total Number of Persons employed.

I. C. Levy at 20 cents per Employee.....

Hotel Association Subscription.....

Cheque }
Postal Order } forwarded herewith for.....
Cash }

R

AANHANGSEL B.

[Aanhangsel B.—Vorm van maandelikse opgawe wat ingevolge Klousule 16 (1) van Ooreenkoms ingedien moet word.]

Naam van bedryfsinrigting _____ Opgawe vir maand _____

Persoons- en dienskaartnommer van werknemer.	Naam van werknemer.	Ras.	Ouderdom indien onder 21.	Geslag.	Hoedanigheid waarin werksaam.	Datum van indiens-neming of ontslag indien gedurende maand in diens geneem of ontslaan.

Totale getal persone in diens.

N.R.-heffing teen 20 sent per werknemer.....

Ledegeld vir hotelvereniging.....

Tiek }
Posorder } hierby aangestuur vir.....
Kontant }

R

No. R. 1737.]

[5 November 1965.

WAR MEASURES ACT, 1940.

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

LIQUOR AND CATERING TRADE, WITWATERSRAND AND VEREENIGING.

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. 1736 of the 5th November, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1737.]

[5 November 1965.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942.

DRANK- EN VERVERSINGSBEDRYF, WITWATERSRAND EN VEREENIGING.

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 Verversings-bedryf, wat by Goewermmentskennisgewing No. R. 1736 van 5 November 1965 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

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POSTAGE RATES

From South Africa to other Countries, excluding Countries of the African Postal Union.

Surface Mail.

Letters.....	5c for the first oz., 3½c for each additional oz.
Postcards.....	3½c each.
Newspapers.....	1½c per 2 oz.
Printed Papers.....	1½c per 2 oz.
Commercial Papers.....	1½c per 2 oz. with a minimum of 5c.
Samples.....	1½c per 2 oz. with a minimum of 2½c.

Air Mail.

Country of Destination.	Letters per ½ ounce.	Post-cards each.	Aero-grammes each.	Second-class mail per ½ oz.
AFRICA.—(Excluding countries of the African Postal Union)	10	5	5	4
Mauritius, Reunion, Seychelles and Zanzibar	10	5	5	4
EUROPE—				
(a) United Kingdom, Northern Ireland, Republic of Ireland, Cyprus and Malta.	12½	7	5	5
(b) All other countries, including the Union of Soviet Socialist Republics and islands in the Mediterranean Sea except Cyprus and Malta	15	7½	5	6
(c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira	15	7½	5	6
NEAR EAST—				
Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharjah, Syria, Turkey	12½	7	5	5
AMERICA—				
Canada, United States of America, Central and South America	22½	12	10	10
AUSTRALASIA—				
Australia, New Zealand.....	25	12½	10	10
PACIFIC—				
Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere	25	12½	10	10
EASTERN COUNTRIES—				
(a) Afghanistan, Burma, Ceylon, India, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaysia, Manchuria, Philippines, Sabah, Sarawak, Timor	22½	12	10	10
(c) Japan.....	25	12½	10	10

POSTARIEWE

Van Suid-Afrika na ander lande, behalwe lande van die Posunie van Afrika.

See- of Landpos.

Briewe.....	5c vir die eerste ons, 3½c vir elke bykomende ons.
Poskaarte.....	3½c elk.
Nuusblaai.....	1½c per 2 onse.
Drukwerk.....	1½c per 2 onse.
Handelstukke.....	1½c per 2 onse, met 'n minimum van 5c.
Monsters.....	1½c per 2 onse, met 'n minimum van 2½c.

Lugpos.

Land van Bestemming.	Briewe per ½ ons.	Poskaarte elk.	Lugbriewe elk.	Tweede-klasspos-stukke per ½ ons.
AFRIKA.—(Behalwe lande van die Posunie van Afrika)	10	5	5	4
Mauritius, Reunion, Seychelle en Zanzibar	10	5	5	4
EUROPA—				
(a) Verenigde Koninkryk, Noord-Ierland, Republiek Ierland, Ciprus en Malta	12½	7	5	5
(b) Alle ander lande, met inbegrip van die Unie van die Sosialistiese Sowjetrepublieke en eilande in die Middellandse-See, behalwe Ciprus en Malta	15	7½	5	6
(c) Asore, Kanariese Eilande, Kaap-Verdiëse Eilande, Ysland, Madeira	15	7½	5	6
NABYE OOSTE—				
Bahreineilande, Debal, Iran, Irak, Israel, Jordanië (Hasjimitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½	7	5	5
AMERIKA—				
Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika	22½	12	10	10
AUSTRALASIË—				
Australië, Nieu-Seeland.....	25	12½	10	10
STILLE OSEAAN—				
Eilande in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie	25	12½	10	10
OOSTERSE LANDE—				
(a) Afghanistan, Birma, Ceylon, Indië, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Broenei, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleisië, Mantsjoerye, Filippyne, Sabah, Serawak, Timor	22½	12	10	10
(c) Japan.....	25	12½	10	10

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TO DESTINATIONS IN SOUTH AFRICA

Letters (surface mail).....	2½c for first oz.; 1c for each additional oz.
Letters (air mail).....	3c for first oz.; 1½c for each additional oz.
Postcards (surface mail)....	1½c each.
Postcards (air mail).....	2c each.
Aerogrammes.....	2½c each.
Printed papers.....	1c for first 2 oz.; ½c for each additional 2 oz.
Commercial papers.....	1c per 2 oz.
Newspapers.....	½c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.

PARCELS (SURFACE MAIL)

Ordinary Parcels:

(a) Parcels (excepting agricultural and air parcels) posted in South Africa for delivery within South Africa (excepting South West Africa)	Up to 8 oz.....	5c
	Above 8 oz. up to 2 lb.....	10c
	Above 2 lb. up to 7 lb.....	30c
	Above 7 lb. up to 11 lb.....	60c
	Above 11 lb. up to 22 lb.....	110c
(b) Parcels (excepting air parcels) posted in South Africa for delivery in South West Africa	Up to 8 oz.....	5c
	Above 8 oz. up to 1 lb.....	7c
	For every additional lb. or fraction thereof up to 11 lb.....	7c

For Basutoland, Swaziland, Mozambique.....	7c per lb.
For Bechuanaland Protectorate.....	7c per lb. (Kazungula 16c per lb.).
Parcels (agricultural).....	2½c per lb.
Parcels (air mail).....	10c per ½ lb.
*Cash on delivery fees.....	For trade charges up to and including R2..... 15c
	For each additional R2 or part thereof..... 2½c

† Parcel insurance fees.....	Fee	Limits of compensation.
	5c	R10
	6c	R20
	Plus 1c for each additional R20 or part thereof up to a maximum of R400.	
Registration fee.....	5c per article.	
Express delivery fees.....	Handling charge..... 5c	
	Delivery charge 5c per mile or part of a mile.	

N.B.—The postage rates on letters, postcards, aerogrammes, printed papers, commercial papers and samples to destinations in the African Postal Union [Angola; Basutoland; the Bechuanaland Protectorate; Burundi; Congo, Republic of (Leopoldville); Malagasy Republic; Malawi (formerly Nyasaland); Mozambique; South West Africa; Rhodesia; Swaziland; Zambia (formerly Northern Rhodesia)] are the same as those within South Africa for surface and air mail, respectively.

* A C.O.D. service is also available to and from the following countries of the African Postal Union: Malawi (formerly Nyasaland), Mozambique, Rhodesia and Zambia (formerly Northern Rhodesia).

† An insured parcel service is also available to Malawi (formerly Nyasaland), Mozambique, Rhodesia and Zambia (formerly Northern Rhodesia). Parcels for Malawi, Rhodesia and Zambia cannot, however, be insured for more than £120 and Mozambique for R233.

POSTARIEWE

NA BESTEMMINGE IN SUID-AFRIKA

Briewe (landpos).....	2½c vir eerste ons; 1c vir elke bykomende ons.
Briewe (lugpos).....	3c vir eerste ons; 1½c vir elke bykomende ons.
Poskaarte (landpos).....	1½c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	2½c elk.
Drukwerk.....	1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
Nuusblaaië.....	½c per 4 onse per eksemplaar. Maksimum gewig per pakkie, 1 lb.
Monsters.....	1c per 2 onse.

PAKKETTE (LANDPOS)

Gewone pakkette:

(a) Pakkette (behalwe landbou- en lugpakkette) gepos in Suid-Afrika vir aflewering in Suid-Afrika (behalwe Suidwes-Afrika)	Tot 8 onse.....	5c
	Bo 8 onse tot 2 lb.	10c
	Bo 2 lb. tot 7 lb.	30c
	Bo 7 lb. tot 11 lb.	60c
	Bo 11 lb. tot 22 lb.	110c
(b) Pakkette (behalwe lugpakkette) gepos in Suid-Afrika vir aflewering in Suidwes-Afrika	Tot 8 onse.....	5c
	Bo 8 onse tot 1 lb.	7c
	Vir elke bykomende lb. of gedeelte daarvan tot 11 lb.	7c

Vir Basoetoland, Swaziland, Mosambiek.....	7c per lb.
Betsjoeanaland-protectoraat	7c per lb. (Kazungula 16c per lb.).
Pakkette (landbou).....	2½c per lb.
Pakkette (lugpos).....	10c per ½ lb.
*K.B.A.-geld.....	Vir handelsbedrae tot en met R2..... 15c
	Vir elke bykomende R2 of gedeelte daarvan..... 2½c

† Pakketversekeringsgeld....	Versekerings- gelde.	Maksimum vergoeding.
	5c	R10
	6c	R20
	Plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400.	

Registrasiegeld.....	5c per posstuk.
Spoebestelgeld.....	Hanteerkoste..... 5c
	Afleweringkoste 5c per myl of gedeelte daarvan.

L.W.—Die postariewe op briewe, poskaarte, lugbriewe, drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika [Angola; Basoetoland; Betsjoeanaland-protectoraat; Burundi; Kongo, Republiek (Leopoldstad); Malawi (voorheen Nyassaland); Malgassiese Republiek; Mosambiek; Rhodesië; Suidwes-Afrika; Swaziland; Zambië (voorheen Noord-Rhodesië)] is dieselfde as dié binne Suid-Afrika vir land- en lugpos, onderskeidelik.

* 'n K.B.A.-diens is ook beskikbaar na en van die volgende lande van die Posunie van Afrika: Malawi (voorheen Nyassaland), Mosambiek, Rhodesië en Zambië (voorheen Noord-Rhodesië).

† 'n Versekerde pakketdiens is ook beskikbaar na Malawi (voorheen Nyassaland), Mosambiek, Rhodesië en Zambië (voorheen Noord-Rhodesië). Pakkette vir Malawi, Rhodesië en Zambië kan egter nie vir meer as R120 verseker word nie en vir Mosambiek vir R233.

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