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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 624.] [22 April 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

TEAROOM, RESTAURANT AND CATERING
TRADE, PRETORIA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy Minister of Labour, hereby—

- (a) in terms of section *forty-eight* (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tearoom, Restaurant and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section *forty-eight* (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 6 (5) (g), 20, 22, 23 and 24, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial District of Pretoria and in that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria; and
- (c) in terms of section *forty-eight* (3) (a) of the said Act, declare that in the Magisterial District of Pretoria and in that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria and from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 6 (5) (g), 20, 22, 23 and 24, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 624.] [22 April 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

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

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens artikel *agt-en-veertig* (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Teekamer-, Restaurant- en Verversingsbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel *agt-en-veertig* (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd die vervat in klousule 1 (a), 2, 6 (5) (g), 20, 22, 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrik Pretoria en in daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermentkennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het; en
- (c) kragtens artikel *agt-en-veertig* (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd die vervat in klousules 1 (a), 2, 6 (5) (g), 20, 22, 23, en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag eindig, in die landdrosdistrik Pretoria en in daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermentkennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers

SCHEDULE.

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

AGREEMENT

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

Pretoria and Districts Caterers' Association

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

Pretoria Catering Trade's Employees' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial District of Pretoria and that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria, by all employers and employees in the Tearoom, Restaurant and Catering Trade who are members of the employers' organisation and the trade union.

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for four years or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

"cashier" means an employee other than a counterhand wholly or mainly engaged in receiving cash from customer;

"cashier, qualified," means a cashier who has had not less than twelve months' experience;

"cashier, unqualified," means a cashier who has had less than twelve months' experience;

"casual employee" means an employee employed by the same employer for not longer than three days in any week;

"Catering" means that section of the trade in which the employer and employee are associated for the purpose of providing meals and/or refreshments at special functions as defined;

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

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

"clerical employee, unqualified," means a clerical employee who has had less than twelve months' experience;

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

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

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

BYLAE.

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

OOREENKOMS

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

Pretoria and Districts Caterers' Association

(hieronder die „werkgever” of die „werkgeversorganisasie” genoem), aan die een kant, en die

Pretoria Catering Trade's Employees' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Pretoria, en daardie gedeelte van die landdrosdistrik Kempton Park wat vóór die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956, binne die landdrosdistrik Pretoria geval het, nagekom word deur alle werkgevers en werknemers in die Teekamer-, Restaurant- en Verversingsbedryf wat lede van die werkgeversorganisasie en die vakvereniging is.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook die vroulike geslag; voorts, tensy onbestaanbaar met die sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956;

„kroegman” 'n werknemer, uitgesonderd 'n tafelbediende of 'n wynkelner, wat uitsluitlik of hoofsaaklik drank vanuit 'n kroeg of oor 'n toonbank verskaf aan klante of aan 'n tafelbediende of 'n wynkelner vir klante in 'n restaurant, verversings- of teekamer;

„kroegman, gekwalifiseer,” 'n kroegman met minstens 3 jaar ondervinding;

„kroegman, ongekwalifiseer,” 'n kroegman met minder as 3 jaar ondervinding;

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

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

„kassier, gekwalifiseer,” 'n kassier met minstens 12 maande ondervinding;

„kassier, ongekwalifiseer,” 'n kassier met minder as 12 maande ondervinding;

„los werknemer” 'n werknemer wat vir hoogstens 3 dae in 'n week by dieselfde werkgever in diens is;

„verversingsbedryf” daardie sektor van die bedryf waarin die werkgever en die werknemer met mekaar geassosieer is met die doel om etes en/of verversings te verskaf by spesiale funksies soos omskryf;

„klerk” 'n werknemer wat uitsluitlik of hoofsaaklik skryf-, tik- of ander vorms van klerklike werk verrig, en sluit dit ook 'n stoorman, versendingsklerk en telefonis in;

„klerk, gekwalifiseer,” 'n klerk met minstens 12 maande ondervinding;

„klerk, ongekwalifiseer,” 'n klerk met minder as 12 maande ondervinding;

„kok of sjef” 'n werknemer, uitgesonderd 'n roosterbediende of roosterhulp, wat vleis en/of vis en/of groente en ander kosware wat gewoonlik in die verversingsbedryf gebruik word, vir maaltye kook en/of braai en/of bak en/of berei;

„kok, graad I,” 'n kok met minstens 3 jaar ondervinding, wat leiding gee aan en toesig hou oor die werk van werknemers in die kombuis van 'n bedryfsinrigting waar meer as een gekwalifiseerde kok werksaam is;

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

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

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

"cook, second grade, unqualified," means a cook who has had less than 12 months' experience;

"Council" means the Industrial Council for the Tearoom, Restaurant and Catering Trade, Pretoria;

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

"counterhand, qualified," means a counterhand who has had not less than twelve months' experience;

"counterhand, unqualified," means a counterhand who has had less than twelve months' experience;

"counterhand—waitress" means an employee engaged simultaneously in the occupations of both counterhand and waitress, as in the case of "one man" concerns and cinema restaurants;

"day" means in relation to an employee, a period of 24 consecutive hours commencing either from noon or mid-night;

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

"establishment" means any place in or in connection with which one or more persons are employed in the Tearoom, Restaurant and Catering Trade, and shall include clubs and/or canteens operated for personal gain;

"experience" means—

(a) in relation to a cashier, the total period or periods of full-time employment in the duties of a cashier or a counterhand in a shop or of a cashier, waiter or counterhand in the Tearoom, Restaurant and Catering Trade;

(b) in relation to a clerical employee, the total period or periods of full-time employment in the duties of a clerical employee in any trade or section of a trade;

(c) in relation to a counterhand, the total period or periods of full-time employment in the duties of a counterhand in a shop or in the Tearoom, Restaurant and Catering Trade;

(d) in relation to a soda-fountainhand, the total period or periods of full-time employment in the duties of a soda-fountainhand at a soda-fountain or milk bar in the Tearoom, Restaurant and Catering Trade;

(e) in relation to a cook or waiter, the total period or periods of full-time employment in the duties of a cook or waiter respectively in an hotel or boarding house or in the Tearoom, Restaurant and Catering Trade;

(f) in relation to a barman or wine steward, the total period or periods of full-time employment in the duties of a barman or wine steward respectively in the Tearoom, Restaurant and Catering Trade or in any branch of the Liquor Trade;

(g) in relation to a grill-hand, the total period or periods of full-time employment as a grill-hand in the Tearoom, Restaurant and Catering Trade;

"grill-hand or griller" means an employee engaged in the cooking of curry and/or similar dishes and/or frying and/or chips and/or waffles and/or making popcorn and/or sandwiches and/or fat cookies and/or fish cakes and/or cooking vegetables and/or sausages and/or boerewors and/or making toast and/or who may in addition make salads and/or operate an ice-cream dispenser and/or making grills and/or dishing out curry and rice and/or cook eggs and/or milk and/or make tea and/or similar beverages, and includes a staff cook.

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

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

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

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

(a) Cleaning utensils, furniture, premises, vehicles, vegetables, fish, poultry or other articles;

(b) carrying, moving or stacking goods, foodstuffs or other articles; but not including the carrying of meals or refreshments to customers in an establishment;

(c) delivering letters, messages, trays of meals, tea or sandwiches on foot or by means of a bicycle, tricycle or hand-propelled vehicle;

(d) plucking poultry, peeling or paring vegetables or fruit; boiling water;

(e) making or maintaining fires other than in connection with a boiler; removing refuse or ashes;

"toonbankbediende" 'n werknemer, uitgesonderd 'n kroegman of kassier, wat werk by of verantwoordelik is vir 'n toonbank; hetsy los of vas, in 'n bedryfsinrigting en wat kontant hanteer en goedere verkoop en/of drank en/of voedsel opdis en/of berei;

"toonbankbediende, gekwalifiseer," 'n toonbankbediende met minstens 12 maande ondervinding;

"toonbankbediende, ongekwalifiseer," 'n toonbankbediende met minder as 12 maande ondervinding;

"toonbankbediende-tafelbediende (vrou)" 'n werknemer wat gelyktydig in die beroepe van beide toonbankbediende en tafelbediende werksaam is soos in die geval van eenpersoons-ondernemings en bioskooprestaurants;

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

"noodwerk" werk wat, weens oorsake soos 'n brand, storm, ongeluk, gewelddaad of diefstal, sonder versuim gedoen moet word;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer persone in die Teekamer-, Restaurant- en Provianderingsbedryf werksaam is, en ook klubs en/of fabriekswinkels wat vir persoonlike gewin gedryf word;

"ondervinding"—

(a) met betrekking tot 'n kassier, die totale tydperk of tydperke voltydse diens in die werksaamhede 'n kassier of toonbankbediende in 'n winkel of 'n kassier, tafelbediende of toonbankbediende in die Teekamer-, Restaurant- en Verversingsbedryf;

(b) met betrekking tot 'n klerk, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n klerk in enige bedryf of sektor van 'n bedryf;

(c) met betrekking tot 'n toonbankbediende, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n toonbankbediende in 'n winkel of in die Teekamer-, Restaurant- en Verversingsbedryf;

(d) met betrekking tot 'n sodapompbediende, die totale tydperk of tydperke voltydse diens in die werksaamhede van 'n sodapompbediende by 'n sodapomp of melkbuffet in die Teekamer-, Restaurant en Verversingsbedryf;

(e) met betrekking tot 'n kok of tafelbediende, die totale tydperk of tydperke voltydse diens in die werksaamhede van onderskeidelik 'n kok of tafelbediende in 'n hotel of losieshuis of in die Teekamer-, Restaurant- en Verversingsbedryf;

(f) met betrekking tot 'n kroegman of wynkelner, die totale tydperk of tydperke voltydse diens in die werksaamhede van onderskeidelik 'n kroegman of wynkelner in die Teekamer-, Restaurant- en Verversingsbedryf of in enige sektor van die Drankbedryf;

(g) met betrekking tot 'n roosterbediende, die totale tydperk of tydperke voltydse diens as 'n roosterbediende in die Teekamer-, Restaurant- en Verversingsbedryf;

"roosterbediende" 'n werknemer wat kerrie- en/of dergelike geregte gaarmaak en/of vis en/of aartappelskyfies en/of wafels bak en/of springmielies en/of toebrødjies en/of vetkoekies en/of viskoekies maak en/of groente en/of wors en/of boerewors gaarmaak en/of roosterbrood maak en/of daarbenewens slaai maak en/of 'n roomyskep of roomysoutmaat bedien en of braai geregte maak en/of kerrie en rys opskop en/of eiers en/of melk kook en/of tee en/of soortgelyke drankte maak, en ook 'n personeelkok;

"roosterbediende, gekwalifiseer," 'n roosterbediende met minstens 6 maande ondervinding;

"roosterbediende, ongekwalifiseer," roosterbediende met minder as 6 maande ondervinding;

"kombuishulp" 'n werknemer wat onder toesig aandag skenk aan groente terwyl dit gekook word, vleis of pluimvee met vet bedruip, melk kook, roosterbrood maak, tee, koffie of dergelike drankte berei en wat daarbenewens aartappelskyfies mag bak, kookwaterkanne en waterketels of 'n opwasmasjien mag bedien;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(a) Gerei, meubels, persele, voertuie, groente, vis, pluimvee of ander artikels skoonmaak;

(b) goedere, eetware of ander artikels dra, verplaas of opstapel maar nie maaltye of verversings na klante in 'n bedryfsinrigting aandra nie;

(c) briewe, boodskappe, skinkborde met maaltye, tee of toebrødjies te voet of met 'n fiets, driewiel of handvoertuig aflewer;

(d) pluimvee pluk, groente of vrugte afskil, water kook;

(e) vure, uitgesonderd dié in verband met 'n stoomketel,

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

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

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

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

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

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

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

"part-time waiter" or "part-time counterhand" means a waiter or counterhand employed by the week for not more than four hours within a spreadover of eight hours in any period of twenty-four hours;

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

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

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

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

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

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

"soda-fountain-hand, qualified," means a soda-fountain-hand who has had not less than 12 months' experience;

"soda-fountain-hand, unqualified," means a soda-fountain-hand who has had less than 12 months' experience;

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

a Native Eating House Licence; or
a Baker's and Confectioner's Licence;

is held.

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

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

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

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

"waiter" means a male or female employee other than a wine steward or a counterhand, who is wholly or mainly engaged in setting or clearing tables, serving meals or refreshments to customers, checking cutlery and/or crockery, mending

"drank" bedwelmde drank soos in artikel honderd-vyf-en-sewentig van die Drankwet, 1928, omskryf;

"bestuurder" 'n werknemer wat verantwoordelik is vir 'n bedryfsinrigting waarin minstens 5 werknemers werksaam is;

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

"motorvoertuig" 'n voertuig wat ontwerp of bedoel is vir voortbeweging deur 'n ander krag as dié van mens of dier en wat vir die vervoer van goedere gebruik word;

"motorvoertuigbestuurder" 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig bestuur of ander werk in verband met die voertuig of vrag verrig;

"nagwag" 'n werknemer wat persele, geboue, hekke of ander eiendom snags bewaak;

"spensbediende" 'n werknemer wat ander drank as bedwelmende drank meng, koue disse voorberei, maaltye opdis, botter- en konfytpotjies en smaakmiddelstelle volmaak; beheer uitoefen oor breekgoed, tafelgerei, glasware, tafellinne en spensbenodigdhede; 'n wasmasjien bedien en aandag skenk in verband met die vereistes ten opsigte van groente, vrugte en voorrade;

"deelytse tafelbediende" of "deelytse toonbankbediende" 'n tafelbediende of toonbankbediende wat op 'n weeklikse grondslag in diens is en wat in 'n werkdagbestek van agt uur in 'n tydperk van 24 uur vir hoogstens vier uur diens doen;

"spesiale funksie" 'n onthaal soos 'n dinee, dans of ontvangs by geleentheid van 'n sosiale of sportbyeenkoms of om 'n geleentheid te vier;

"werknemer vir spesiale funksie" 'n werknemer wat per uur in diens geneem word in verband met 'n spesiale funksie;

"werkdagbestek" die tydperk in enige dag vanaf die tyd waarop 'n werknemer begin werk tot die tyd waarop hy vir daardie dag ophou met sy werk;

"personeelkok" 'n werknemer wat uitsluitlik voedsel vir die personeel van 'n bedryfsinrigting berei en/of kook;

"toesighouer" 'n werknemer wat uitsluitlik of hoofsaaklik sitplekke vir klante aanwys en toesig hou oor die bediening van klante in 'n bedryfsinrigting en wat verantwoordelik mag wees vir 'n bedryfsinrigting waarin daar minder as vyf werknemers werksaam is;

"sodapompbediende" 'n werknemer, uitgesonderd 'n spensbediende, wat uitsluitlik of hoofsaaklik warm en koue drank en ligte middagetes by 'n melkbuffet of sodapomp berei, meng en opdis;

"sodapompbediende, gekwalifiseer", 'n sodapompbediende met minstens 12 maande ondervinding;

"sodapompbediende, ongekwalifiseer", 'n sodapompbediende met minder as 12 maande ondervinding;

"teekamer-, restaurant- en verversingsbedryf," die bedryf wat 'n werkgewer beoefen kragtens 'n Restaurant-, Verversings- of Teekamerhouerslisensie wat hy kragtens Item 20 van Deel I van die Tweede Bylae van die Licenties Konsolidatiewe Wet, 1925, hou en wat sy werknemers beoefen wat in die bedrywighede werksaam is wat kragtens sodanige lisensie gemagtig word; en waar gemelde werkgewer kragtens die Drankwet, 1928, ook die houer is van 'n dranklisensie wat hom toelaat om drank in sy restaurant, verversings- of teekamer te verskaf, omvat dit ook sodanige verskaffing aan die klante daarin deur sodanige werkgewer en sy werknemer; maar vir die toepassing van hierdie Ooreenkoms omvat dit nie ook daardie werkgewers en hulle werknemers nie wat—

'n Bantoe-eethuislisensie; of

'n Bak- en Banketlisensie;

"deelytse teatertoonbankbediende" of "deelytse teatertafelbediende" 'n werknemer wat vir hoogstens 5 uur per dag op vyf dae en ses uur op een dag elke week diens doen gedurende tydperke waarin daar 'n opvoering in 'n teater of bioskoop aan die gang is;

"deelytse teaterverkoper" 'n werknemer, uitgesonderd 'n teatertoonbankbediende of 'n deelytse teatertafelbediende, wat gedurende die tydperk van 'n opvoering in 'n teater verversings verkoop;

"verkoper" 'n werknemer wat goedere vanaf 'n driewiel, fiets, trollie of waentjie of op 'n ander manier aan die publiek buite die perseel van 'n bedryfsinrigting verkoop, en ook iemand wat bestellings daarvoor werf;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 7 (2) bedoel;

"tafelbediende" 'n manlike of vroulike werknemer, uitgesonderd 'n wynkelner of toonbankbediende, wat uitsluitlik of hoofsaaklik tafels dek of afdek, maaltye of verversings aan klante opdis, tafelgerei en/of breekgoed nagaan en linne herstel en

- "waiter, qualified," means a waiter who has had not less than 12 months' experience;
- "waiter, unqualified," means a waiter who has had less than 12 months' experience;
- "weekly employee" means an employee who is paid by the week;
- "wine steward" means an employee who serves liquor to customers in a restaurant, refreshment or tearoom;
- "wine steward, qualified," means a wine steward who has not less than 12 months' experience;
- "wine steward, unqualified," means a wine steward who has had less than 12 months' experience;

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

4. REMUNERATION.

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

Class of Employee.	Wages per Month. R
(A) Full-time employees—	
Barman, qualified.....	83.00
Barman, unqualified—	
During first year of experience.....	51.00
During second year of experience.....	62.00
During third year of experience.....	75.00
Cashier, qualified.....	48.00
Cashier, unqualified.....	37.00
Clerical Employee, qualified.....	48.00
Clerical Employee, unqualified.....	37.00
Counterhand, qualified.....	48.00
Counterhand, unqualified.....	37.00
Counterhand—Waitress.....	48.00
Cook, First Grade.....	40.00
Cook, Second Grade, qualified.....	33.00
Cook, Second Grade, unqualified—	
During first 6 months experience.....	27.00
During second 6 months of experience.....	30.00
Grill-hand, qualified.....	31.00
Grill-hand, unqualified.....	25.00
Kitchenhand.....	21.00
Nightwatchman.....	22.00
Labourer—Male.....	19.50
Labourer—Female.....	16.00
Manager.....	90.00
Motor Vehicle Driver.....	47.00
Pantryhand, qualified.....	38.00
Pantryhand, unqualified.....	33.00
Soda-fountainhand, qualified.....	38.00
Soda-fountainhand, unqualified.....	33.00
Supervisor.....	55.00
Vendor.....	40.00
Waiter, qualified.....	38.00
Waiter, unqualified.....	33.00
Wine Steward, qualified.....	38.00
Wine Steward, unqualified.....	33.00

(B) Casual and Special Function Employees—

Class of Employee.	Four Hours' Employment or less per Day. R	Over 4 Hours' Employment but not exceeding 8 Hours per Day. R	For each Hour or part thereof of Employment in excess of 8 Hours per Day. R
Barman.....	3.30	5.00	0.85
Cashier.....	3.30	5.00	0.85
Clerical Employee.....	1.90	2.90	0.50
Cook.....	1.60	2.40	0.40
Counterhand.....	1.90	2.90	0.50
Grillhand.....	1.25	1.85	0.30
Kitchenhand.....	0.80	1.30	0.25
Labourer, male.....	0.70	1.10	0.20
Labourer, female.....	0.55	0.90	0.15
Manager.....	3.60	5.40	0.90
Motor Vehicle Driver.....	1.80	2.70	0.45
Pantryhand.....	1.90	2.90	0.50
Supervisor.....	2.20	3.30	0.55
Vendor.....	1.60	2.40	0.40
Waiter.....	1.50	2.30	0.40
Wine Steward.....	1.90	2.90	0.50
All other Casuals not hereinbefore specified, other than Labourers.....	1.10	1.65	0.28

- „tafelbediende, gekwalifiseer,” 'n tafelbediende met minstens 12 maande ondervinding;
- „tafelbediende, ongekwalifiseer,” 'n tafelbediende met minder as 12 maande ondervinding;
- „weeklikse werknemer” 'n werknemer wat per week betaal word;
- „wynkelner” 'n werknemer wat drank aan klante bedien in 'n restaurant, verversings- of teekamer;
- „wynkelner, gekwalifiseer,” 'n kelner met minstens 12 maande ondervinding;
- „wynkelner, ongekwalifiseer,” 'n kelner met minder as 12 maande ondervinding.

By die indeling van 'n werknemer met die doel om sy vernaamste beroep vas te stel ooreenkomstig die bepalings van hierdie Oorenkoms, word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

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

Klas werknemer.	Loon per Maand. R
(A) Voltydse werknemers—	
Kroegman, gekwalifiseer.....	83.00
Kroegman, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	51.00
Gedurende tweede jaar ondervinding.....	62.00
Gedurende derde jaar ondervinding.....	75.00
Kassier, gekwalifiseer.....	48.00
Kassier, ongekwalifiseer.....	37.00
Klerk, gekwalifiseer.....	48.00
Klerk, ongekwalifiseer.....	37.00
Toonbankbediende, gekwalifiseer.....	48.00
Toonbankbediende, ongekwalifiseer.....	37.00
Toonbankbediende-tafelbediende (vrou).....	48.00
Kok, graad I.....	40.00
Kok, graad II, gekwalifiseer.....	33.00
Kok, graad II, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	27.00
Gedurende tweede ses maande ondervinding.....	30.00
Roosterbediende, gekwalifiseer.....	31.00
Roosterbediende, ongekwalifiseer.....	25.00
Kombuushulp.....	21.00
Nagwag.....	22.00
Arbeider, man.....	19.50
Arbeider, vrou.....	16.00
Bestuurder.....	90.00
Motorvoertuigbestuurder.....	47.00
Spensbediende, gekwalifiseer.....	38.00
Spensbediende, ongekwalifiseer.....	33.00
Sodapompbediende, gekwalifiseer.....	38.00
Sodapompbediende, ongekwalifiseer.....	33.00
Toesighouer.....	55.00
Verkoper.....	40.00
Tafelbediende, gekwalifiseer.....	38.00
Tafelbediende, ongekwalifiseer.....	33.00
Wynkelner, gekwalifiseer.....	38.00
Wynkelner, ongekwalifiseer.....	33.00

(B) Los werknemers en werknemers vir Spesiale Funksie—

Klas werknemer.	Diens vir vier uur of minder per dag.	Diens vir meer as vier maar hoogstens agt uur per dag.	Vir elke uur of gedeelte van 'n uur diens meer as agt uur per dag.
Kroegman.....	3.30	5.00	0.85
Kassier.....	3.30	5.00	0.85
Klerk.....	1.90	2.90	0.50
Kok.....	1.60	2.40	0.40
Toonbankbediende.....	1.90	2.90	0.50
Roosterbediende.....	1.25	1.85	0.30
Kombuushulp.....	0.80	1.30	0.25
Arbeider, man.....	0.70	1.10	0.20
Arbeider, vrou.....	0.55	0.90	0.15
Bestuurder.....	3.60	5.40	0.90
Motorvoertuigbestuurder.....	1.80	2.70	0.45
Spensbediende.....	1.90	2.90	0.50
Toesighouer.....	2.20	3.30	0.55
Verkoper.....	1.60	2.40	0.40
Tafelbediende.....	1.50	2.30	0.40
Wynkelner.....	1.90	2.90	0.50
Alle ander los werknemers nie hierbo gespesifiseer nie, uitgesonderd arbeiders	1.10	1.65	0.28

(C) Part-time Employees.

	Wages per Month. R
Part-time Counterhand.....	40.00
Part-time Waiter.....	30.00
Theatre Part-time Counterhand.....	27.00
Theatre Part-time Waiter.....	24.00
Theatre Part-time Vendor.....	20.00

(2) *Basis of Contract.*—For purposes of this clause an employee shall be deemed to be a weekly employee, unless he falls within the definition "casual employee" or "special function employee" and save as provided in sub-clause (4) and clause 6 (5) shall be paid in respect of any week not less than the 3/13ths of the full wage prescribed in sub-clause (1) for an employee of his class, whether he works in that week the maximum number of ordinary hours prescribed for a week in clause 7 (2) or less.

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

(4) *Calculation of Daily Wage.*—For the purpose of sub-clause (3) the wage payable in respect of any day shall be not less than 1/26th of the monthly wage prescribed in sub-clause (1) for the higher rated work performed.

(5) *Calculation of Weekly Wages.*—Wherever the amount due to an employee is in terms of clause 4 (1), paid weekly, it shall be calculated at the rate of 3/13ths of the monthly wage applicable to such employee in terms of sub-clause (1).

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

5. COST OF LIVING ALLOWANCE.

The wages prescribed in clause 4 shall be deemed to include the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased 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 not less than such excess.

6. PAYMENT OF REMUNERATION.

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

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

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

(4) *Board and Lodging.*—Each employee shall be entitled to receive free of charge meals which fall within his working hours in addition to the wages prescribed for such employee. Where such meals are not provided or accepted by the employee an allowance of twenty-five cents (25c) per meal shall be paid to all employees other than labourers in lieu thereof. A casual labourer shall receive fourteen cents (14c) per meal where such meals are not provided or accepted by such employee. A full time labourer shall receive board and lodging in addition to the wages prescribed for this class of employee. If board and/or lodging is not provided to or accepted by a full time labourer an employer shall pay to him not less than One Rand Forty Cents (R1.40) per week in lieu of board and twenty-five cents (25c) per week in lieu of lodging.

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

- With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds;
- save as provided in clause 11 (1) when his employee absents himself from work or is absent owing to accident or ill-health, a deduction proportionate to the period of such absence;
- contributions towards the Council funds in terms of clause 18;

(C) Deeltydse Werknemers—

	Loon per maand.
Deeltydse toonbankbediende.....	40.00
Deeltydse tafelbediende.....	30.00
Deeltydse teatertoonbankbediende.....	27.00
Deeltydse teatertafelbediende.....	24.00
Deeltydse teaterverkoper.....	20.00

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule word 'n werknemer geag 'n weeklikse werknemer te wees tensy hy binne die omskrywing van „los werknemer" of „werknemer vir spesiale funksie" val en behoudens die bepalings van subklousule (4) en klousule 6 (5) moet hy ten opsigte van enige week minstens 3/13des van die volle loon wat in subklousule (1) van 'n werknemer van sy klas voorgeskryf word, betaal word, afgesien daarvan of hy in daardie week die maksimum getal gewone ure soos in klousule 7 (2) vir 'n week voorgeskryf, of minder gewerk het.

(3) *Differensiële loon.*—'n Werkgever wat van 'n werknemer van een klas van sy werknemers vereis of hom toelaat om vir langer as een uur, hetsy benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon in subklousule (1) voorgeskryf word, moet aan sodanige werknemer die hoër loon ten opsigte van die hele dag betaal waarop hy sodanige werk verrig; met dien verstande dat waar die verskil tussen die klasse ingevolge subklousule (1) op ondervinding of ouderdom gegrond word die bepalings van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van dagloon.*—Vir die toepassing van subklousule (3), is die loon wat ten opsigte van 'n dag betaalbaar is, minstens 1/26ste van die maandloon soos in subklousule (1) voorgeskryf vir die werk waarvoor 'n hoër loon betaalbaar is.

(5) *Berekening van weekloon.*—Waar die bedrag wat aan 'n werknemer verskuldig is ingevolge klousule 4 (1) weekliks betaal word, moet dit bereken word teen 3/13des van die maandloon wat ingevolge subklousule (1) op sodanige werknemer van toepassing is.

(6) Niks in hierdie Ooreenkoms kan die loon wat op die datum waarop hierdie Ooreenkoms in werking tree, aan 'n werknemer betaal word, verminder nie.

5. LEWENSKOSTETOELAE.

Die lone voorgeskryf in Klousule 4, word geag die lewenskoste-toelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostetoelae wat ingevolge genoemde Oorlogsmaatreël of enige wetgewing wat in die plek daarvan gestel word of waardeur dit vervang word, betaalbaar is, in so 'n mate verhoog word dat 'n werknemer geregtig sou geword het op 'n besoldiging wat hoër is as dié wat in hierdie klousule voorgeskryf word, moet sy besoldiging verhoog word met 'n bedrag wat minstens gelyk is aan sodanige verhoogde bedrag.

6. BETALING VAN BESOLDIGING.

(1) Behoudens die bepalings van klousule 16, is die besoldiging of weekliks of maandeliks verskuldig en betaalbaar gedurende die werkure op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind.

(2) *Premies.*—Geen bedrag moet of regstreks of onregstreks ten opsigte van die indiensneming of opleiding van 'n werknemer aan 'n werkgever betaal of deur hom aangeneem word nie.

(3) *Aankoop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van 'n winkel of persoon deur hom aangewys, te koop nie.

(4) *Etes en huisvesting.*—Elke werknemer is daarop geregtig om dié maaltye wat binne sy werkure val, gratis te ontvang, benewens die loon wat vir sodanige werknemer voorgeskryf is. Waar sodanige etes nie verskaf of deur die werknemer aangeneem word nie, moet 'n toelae van vyf-en-twintig sent (25c) per ete in plaas daarvan aan alle ander werknemers as arbeiders betaal word. 'n Los arbeider moet veertien sent (14c) per ete ontvang waar sodanige etes nie verskaf of deur 'n werknemer aangeneem word nie. 'n Voltydse arbeider moet etes en huisvesting benewens die loon wat vir sy klas werknemer voorgeskryf is, ontvang. Indien etes en/of huisvesting nie verskaf word nie aan, of nie aangeneem word nie deur, 'n voltydse arbeider, moet 'n werkgever hom minstens een rand veertig sent (R1.40) per week in plaas van etes en vyf-en-twintig sent (25c) per week in plaas van huisvesting betaal.

(5) *Boetes en aftrekkings.*—'n Werkgever mag nie sy werknemers boetes opleë nie en mag ook geen bedrag van sy werknemer se besoldiging, uitgesonderd die volgende, aftrek nie:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siekte-, versekering-, voorsorgs- of pensioen-fondse;
- behoudens die bepalings van klousule 11 (1), wanneer sy werknemer van sy werk af wegby of afwesig is weens 'n ongeluk of swak gesondheid, 'n bedrag wat eweredig is aan die tydperk van sodanige afwesigheid;
- bydraes tot die fondse van die Raad ooreenkomstig die

- (e) subject to the provisions of sub-clause (3), with the written consent of the employee, a deduction of any amount due to an employer for goods purchased from him by his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- (f) a deduction for any money lent to an employee by his employer; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
- (g) with the written consent of his employee, subscriptions to the trade union in terms of clause 23.

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

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

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

- (a) in the case of an employee other than a casual or part-time employee, kitchen-hand, a labourer and a motor vehicle driver—

- (i) 46 in any week;
- (ii) eight and one-sixth per day on five days in any week and five on the remaining day;

- (b) in the case of a kitchen-hand, a labourer and a motor vehicle driver—

- (i) 50 in any week;
- (ii) nine per day on five days in any week and five on remaining day;

- (c) in the case of a casual employee, eight in any day;

- (d) in the case of a part-time employee, other than theatre part-time counterhand or theatre part-time waiter, four in any day.

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

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

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

- (a) nine hours in any week;
- (b) three hours in any day;
- (c) provided that where an employer caters for a special function, he may, on notification to the Secretary of the Council, require or permit his employees to work in excess of the ordinary overtime allowed under (a) or (b) above, not more than six additional hours in any day and not more than nine additional hours in any week.
- (d) No employer shall require or permit an employee who is a female to work later than eight o'clock p.m.

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

- (a) in the case of an employee other than a casual employee, kitchen-hand, labourer and motor vehicle driver $1\frac{1}{2}$ times the weekly wage calculated at the wage the employee is receiving divided by 46 for each hour or part of an hour so worked;
- (b) in the case of a kitchen-hand, labourer and motor vehicle driver other than a casual employee, $1\frac{1}{2}$ times the weekly wage calculated at the wage the employee is receiving divided by 50 for each hour or part of an hour so worked;
- (c) for special functions—
 - (i) in the case of an employee, other than a casual employee, kitchen-hand, labourer and a motor vehicle driver, twice the weekly wage calculated at the wage the employee is receiving divided by 46 for each hour or part of an hour so worked;
 - (ii) in the case of a kitchen-hand, labourer and a motor vehicle driver, other than a casual employee, twice the weekly wage calculated at the wage the employee is receiving divided by 50 for each hour or part of an hour so worked.

- (d) In the case of casual employees, payment shall be made in terms of clause 4 (1) (B) at the rate applicable to hours worked in excess of eight hours per day.

(7) *Spreadover.*—No employer shall require or permit an employee to work for a spreadover of more than twelve hours: Provided that if overtime is worked the said spreadover may be exceeded to the extent by which the ordinary working hours plus the overtime and any meal interval prescribed by paragraph (3) exceed twelve hours on any day.

- (e) behoudens die bepalinge van subklousule (3), met die skriftelike toestemming van die werknemer, 'n bedrag wat aan die werkgewer verskuldig is vir goedere wat sy werknemer van hom gekoop het; met dien verstande dat sodanige bedrag hoogstens een derde van die totale besoldiging wat aan sodanige werknemer verskuldig is, mag bedra;
- (f) 'n bedrag wat 'n werkgewer aan sy werknemer geleen het; met dien verstande dat sodanige bedrag hoogstens een derde van die totale besoldiging wat aan sodanige werknemer verskuldig is, mag bedra;
- (g) met die skriftelike toestemming van sy werknemer, ledegede vir die vakvereniging ooreenkomstig die bepalinge van klousule 23.

7. GETAL WERKDAE EN WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYDWERK.

(1) *Getal werkdade.*—'n Werknemer mag nie op meer as ses dae in 'n week werk nie.

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

- (a) In die geval van 'n ander werknemer as 'n los of deeltydse werknemer, kombuishulp, arbeider en motorvoertuigbestuurder—

- (i) 46 in 'n week;
- (ii) agt en een sesde per dag op vyf dae in 'n week en vyf op die orige dag;

- (b) in die geval van 'n kombuishulp, arbeider en motorvoertuigbestuurder—

- (i) 50 in 'n week;
- (ii) nege per dag op vyf dae in 'n week en vyf op die orige dag;

- (c) in die geval van 'n los werknemer, agt op 'n dag;

- (d) in die geval van 'n deeltydse werknemer, uitgesonderd 'n deeltydse teatertoonbankbediende of deeltydse teatertafelbediende, vier op 'n dag.

(3) *Etenspouse.*—Vir elke etenstyd wat binne die werkure van 'n werknemer val, moet die werkgewer aan sy werknemer 'n pouse van minstens 'n uur ná vyf uur ononderbroke werk toestaan waarin daar geen werk verrig mag word nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydwerk te wees nie.

(4) *Oortydwerk.*—Alle tyd wat daar langer gewerk word as die maksimum getal gewone ure wat in subklousule (2) voorgeskryf word, word geag oortydwerk te wees.

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om oortyd vir meer as—

- (a) nege uur in 'n week te werk nie;
- (b) drie uur op 'n dag te werk nie;
- (c) met dien verstande dat, waar 'n werkgewer verversings vir 'n spesiale funksie verskaf, hy ná kennisgewing aan die Sekretaris van die Raad van sy werknemers mag vereis of hulle mag toelaat om langer as die gewone oortydure te werk wat kragtens (a) of (b) hierbo toegelaat word, maar wel nie langer nie as ses addisionele ure op 'n dag en nie meer as nege addisionele ure in 'n week nie.
- (d) Geen werkgewer mag 'n werknemer wat 'n vrou is verplig of toelaat om later as agt uur nm. te werk nie;

(6) *Betaling vir oortydwerk.*—'n Werkgewer moet elkeen van sy werknemers wat oortyd werk, minstens die volgende betaal—

- (a) in die geval van 'n ander werknemer as 'n los werknemer, kombuishulp, arbeider en motorvoertuigbestuurder, $1\frac{1}{2}$ maal die weekloon bereken teen die loon wat die werknemer ontvang, gedeel deur 46 vir elke uur of gedeelte van 'n uur aldus gewerk;
- (b) in die geval van 'n kombuishulp, arbeider en motorvoertuigbestuurder, uitgesonderd 'n los werknemer, $1\frac{1}{2}$ maal die weekloon bereken teen die loon wat die werknemer ontvang, gedeel deur 50 vir elke uur of gedeelte van 'n uur aldus gewerk;
- (c) vir spesiale funksies—

- (i) in die geval van 'n ander werknemer as 'n los werknemer kombuishulp, arbeider en motorvoertuigbestuurder, twee maal die weekloon bereken teen die loon wat die werknemer ontvang, gedeel deur 46 vir elke uur of gedeelte van 'n uur aldus gewerk;
- (ii) in die geval van 'n kombuishulp, arbeider en motorvoertuigbestuurder, uitgesonderd 'n los werknemer, twee maal die weekloon bereken teen die loon wat die werknemer ontvang, gedeel deur 50 vir elke uur of gedeelte van 'n uur aldus gewerk.

- (d) Los werknemers moet ooreenkomstig klousule 4 (1) (B) betaal word teen die loon wat van toepassing is op die werkure wat daar meer as agt uur per dag gewerk word.

(7) *Werkdagbestek.*—Geen werkgewer mag 'n werknemer verplig of toelaat om vir 'n werkdagbestek van meer as 12 uur te werk nie: Met dien verstande dat indien oortyd gewerk word, die betrokke werkdagbestek oorskry kan word in die mate waarmee die gewone werkure, plus die oortyd en enige etenspouse in paragraaf (3) voorgeskryf, 12 uur op 'n dag oorskry.

8. TIME AND WAGE REGISTERS AND ATTENDANCE REGISTERS.

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

The full name of the employee;
whether male or female;
race;
occupations;
daily hours worked;
gross wage;
authorised deductions;
net total paid;
signature of employee as receipt.

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

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

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

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

9. ANNUAL LEAVE.

(1) An employee other than a casual employee, a special function employee, and a theatre part-time vendor, shall be entitled to and be granted two consecutive weeks' leave of absence, in respect of the first completed year of employment with the same employer, and to three consecutive week's leave of absence for each subsequent year of employment with the same employer, on full pay; and the remuneration in respect of such leave shall be paid not later than the last work day before the commencement of the said leave, or, at the written request of an employee, not later than the first pay day for such employee after expiration of his period of leave.

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

- (i) if such leave has not been granted earlier it shall be granted so as to commence within three months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any period during which the employee is required to undergo military training; is absent on sick leave in terms of clause 11; or is serving a period of notice of termination of employment;
- (iii) if any public holiday falls within the period of such leave, such day shall be added to the said period as a further period of leave on full pay;
- (iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) An employee whose contract of employment terminates in the first year of employment with an employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in respect of each completed month of employment remuneration not less than 1/26th of the monthly wage which the employee was receiving immediately before his employment was terminated.

An employee whose contract of employment terminates in the second or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has been granted, shall upon termination of his employment, be paid his full pay in respect of such leave and, in addition, be paid three-fifty-seconds (3/52nds) of the monthly wage which the employee was receiving immediately before such termination in respect of each completed month of service calculated from the date upon which he became entitled to leave.

8. TYD- EN LOONREGISTERS EN PRESENSIEREGISTERS.

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

Die volle naam van die werknemer;
geslag (man of vrou);
ras;
beroep;
daaglikse ure gewerk;
basiese loon;
gemagtigde aftrekkings;
netto totaal betaal;
handtekening van werknemer as ontvangsbewys.

(2) Dit is die plig van elke werkgever om in sy bedryfsinrigting een of meer presensieregisters te verskaf soos in Aanhangsel B van hierdie Ooreenkoms voorgeskryf, waarin voorsiening gemaak word vir die inskrywing wat 'n werknemer, uitgesonderd bestuurders en ongeskoolde werknemers, moet aanbring, met dien verstande dat, in plaas van sodanige presensieregisters, 'n werkgever 'n halfoutomatiese tydregistreertoestel met die nodige kaarte kan verskaf wat die volgende inligting verstrek:—

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

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

(4) Elke werkgever moet die tyd- en loonregisters en presensieregisters of halfoutomatiese tydregistreerkaarte wat vol is, vir 'n tydperk van drie jaar na die datum waarop dit vol geword het, bewaar.

9. JAARLIKSE VERLOF.

(1) 'n Werknemer, uitgesonderd 'n los werknemer, 'n werknemer vir 'n spesiale funksie en 'n deeltydse teaterverkooper, is geregtig op, en moet daar aan hom twee agtereenvolgende weke afwesigheidsverlof met volle betaling verleen word ten opsigte van die eerste voltooide jaar diens by dieselfde werkgever en op drie agtereenvolgende weke afwesigheidsverlof vir elke daaropvolgende jaar diens by dieselfde werkgever en die besoldiging ten opsigte van sodanige verlof moet voor of op die laaste werkdag voor die aanvang van gemelde verlof betaal word, of, indien die werknemer skriftelik daarom aansoek doen, voor of op die eerste betaaldag vir sodanige werknemer nadat sy verloftydperk verstryk het.

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

- (i) indien sodanige verlof nie eerder verleen is nie, dit so verleen moet word dat dit begin binne drie maande na die voltooiing van die jaar diens waarop dit betrekking het;
- (ii) die tydperk van sodanige verlof nie mag saamval nie met 'n tydperk waarin van die werknemer vereis word om militêre opleiding te ondergaan; waarin hy kragtens klousule 11 met siekteverlof afwesig is, of tydens 'n diensopseggingstermyn;
- (iii) indien 'n openbare vakansiedag binne die tydperk van sodanige verlof val, sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle betaling;
- (iv) 'n werkgever van sodanige verloftydperk alle dae geleentheidsverlof mag aftrek wat met volle betaling op die skriftelike versoek van sy werknemer aan sodanige werknemer verleen is gedurende die jaar diens waarop die tydperk van jaarlikse verlof betrekking het.

(3) 'n Werknemer wie se dienskontrak gedurende die eerste jaar diens by 'n werkgever eindig voordat die tydperk van verlof soos in subklousule (1) bedoel, opgeloopt het, moet, behoudens die bepaling van die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging ten opsigte van elke voltooide maand diens 'n besoldiging betaal word van minstens een ses-en-twintigste van die maandloon wat die werknemer onmiddellik voor die beëindiging van sy diens ontvang het.

'n Werknemer wie se dienskontrak gedurende die tweede of 'n daaropvolgende jaar diens by dieselfde werkgever eindig voordat die verloftydperk soos in subklousule (1) bedoel, verleen is, moet by die beëindiging van sy diens sy volle loon betaal word ten opsigte van sodanige verlof en daarbenewens drie twee-en-veertigstes (3/52stes) van die maandloon wat die werknemer onmiddellik voor sodanige beëindiging ontvang het, betaal word ten opsigte van elke voltooide maand diens gereken vanaf die datum waarop hy op verlof geregtig geword het.

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

- (i) absent on leave in terms of sub-clause (1);
- (ii) required to undergo military training;
- (iii) absent from work on the instructions or at the request of his employer;
- (iv) absent on sick leave in terms of clause 11, amounting in the aggregate to not more than ten weeks in any year in respect of items (i), (iii) and (iv), plus up to four months of any period of military training undergone in that year.

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

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

(7) A part-time employee who is in full employment in any trade, business, service or anywhere else, where the employer is responsible for the granting to him of annual leave and annual leave pay, shall not be entitled to the privileges described in this clause.

10. PUBLIC HOLIDAYS.

(1) An employee other than a casual employee, theatre part-time vendor, special function employee and a night-watchman shall be entitled to and shall be granted leave on all public holidays and shall be paid by his employer an amount of not less than his daily wage in respect of each such holiday as if he had on such day worked his ordinary hours for that day of the week but such employee may, subject to the provisions of paragraph (2), be required or permitted by his employer to work on any such holiday.

(2) Whenever an employee is required or permitted to work on a public holiday his employer shall, in addition to paying to the employee the amount to which the employee would have been entitled had he not so worked—

- (a) pay to the employee an amount calculated at a rate of not less than his wage rate in respect of the total period worked on such public holiday, or an amount of not less than the wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay to the employee an amount calculated at a rate of not less than one-third of his wage rate in respect of the total period worked on such public holiday and grant to him within fourteen days of such public holiday one day's leave and pay to him in respect thereof an amount of not less than his daily wage as if he had on such day worked his ordinary hours for that day of the week.

11. SICK LEAVE.

(1) An employer shall grant to any employee, other than a special function employee or a casual employee, employed by him who is absent from work through incapacity—

- (a) in the case of an employee who works a five-day week, not less than thirty work days; and
- (b) in the case of every other employee, not less than thirty-six work days.

sick leave in the aggregate during any period of thirty-six consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this sub-clause an amount of not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first twelve consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work day in respect of each completed month of employment;
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this sub-clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this sub-clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work;

(5) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag 'n tydperk of tydperke in te sluit waarin 'n werknemer—

- (i) kragtens subklousule (1) met verlof afwesig is;
 - (ii) militêre opleiding moet ondergaan;
 - (iii) van sy werk afwesig is op las of op die versoek van sy werkgever;
 - (iv) kragtens klousule 11 met siekteverlof afwesig is;
- wat altesaam te staan kom op hoogstens tien weke in 'n jaar ten opsigte van items (i), (iii) en (iv), plus tot vier maande van 'n tydperk van militêre opleiding wat daardie jaar ondergaan is.

(6) Vir die toepassing van hierdie klousule word „diens” geag te begin—

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

(7) 'n Deeltydse werknemer wat voltyds in 'n bedryf, besigheid, diens of elders werksaam is, is nie op die voorregte in hierdie klousule beskryf, geregtig nie indien die werkgever daarvoor verantwoordelik is om hom jaarlikse verlof toe te staan en hom ten opsigte van jaarlikse verlof te betaal.

10. OPENBARE VAKANSIEDAE.

(1) 'n Werknemer, uitgesonderd 'n los werknemer, deeltydse teaterverkooper, werknemer vir spesiale funksies, en 'n nagwag, is geregtig op en moet verlof toegestaan word op alle openbare vakansiedae en sy werkgever moet hom ten opsigte van elke sodanige vakansiedag minstens sy dagloon betaal asof hy op sodanige dag sy gewone ure vir daardie dag van 'n week gewerk het, maar die werkgever mag, behoudens die bepalings van paragraaf (2), van sodanige werknemer vereis, of hom toelaat om op enige sodanige vakansiedag te werk.

(2) Indien daarvan 'n werknemer vereis of hy toegelaat word om op 'n openbare vakansiedag te werk, moet sy werkgever hom, benewens die bedrag wat hy op geregtig sou gewees het indien hy nie aldus gewerk het, die volgende betaal—

- (a) 'n bedrag bereken teen minstens sy loon ten opsigte van die totale tydperk op sodanige openbare vakansiedag gewerk, of minstens die loon wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is, naamlik die grootste bedrag; of
- (b) 'n bedrag bereken teen minstens een derde van sy loon ten opsigte van die totale tydperk op sodanige openbare vakansiedag gewerk, en moet hy hom binne veertien dae na sodanige openbare vakansiedag minstens een dag verlof toestaan, en hom ten opsigte daarvan minstens sy dagloon betaal asof hy op sodanige dag sy gewone ure vir daardie dag van die week gewerk het.

11. SIEKTEVERLOF.

(1) 'n Werkgever moet aan 'n werknemer, uitgesonderd 'n werknemer vir spesiale funksies, of 'n los werknemer, wat by hom werksaam is en weens ongeskiktheid van sy werk afwesig is, die volgende toestaan—

- (a) In die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam minstens 30 werkdag; en
- (b) in die geval van alle ander werknemers, altesaam minstens 36 werkdag,

siekteverlof in 'n tydperk van 36 agtereenvolgende maande diens by hom, en hy moet sodanige werknemer ten opsigte van die afwesigheidstydperk ingevolge hierdie subklousule minstens die loon betaal wat hy sou verdien het indien hy in sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n werknemer in die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof geregtig is nie as, in die geval van 'n werknemer wat vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag ten opsigte van elke voltooide maand diens;
- (ii) 'n werkgever as 'n opskortende voorwaarde by die betaling van 'n bedrag wat 'n werknemer kragtens hierdie subklousule eis ten opsigte van sy afwesigheid van werk vir 'n langer tydperk as twee agtereenvolgende dae, mag vereis dat die werknemer 'n sertifikaat wat deur 'n mediese praktisyn onderteken is en die aard en duur van die werknemer se ongeskiktheid meld, voorsien: Met dien verstande dat, indien 'n werknemer in 'n tydperk van agt weke kragtens hierdie subklousule by twee of meer geleenthede betaal is sonder dat hy sodanige sertifikaat voorgelê het, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom mag vereis om sodanige sertifikaat ten opsigte van enige afwesigheid van werk voor te lê;

fund or organization guarantees to the employee in the event of his incapacity in the circumstances set out in this sub-clause the payment to him of not less than in the aggregate the equivalent of his wage for thirty or thirty-six work days, as the case may be, in each period of thirty-six months of employment;

- (iv) where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, in respect of any incapacity, the amount so paid may be set off against the payment due in terms of this sub-clause in respect of absence on sick leave because of such incapacity;

(2) For the purposes of this clause—

- (a) "employment" shall have the same meaning as in clause 9 (5);

- (b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

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

(4) A part-time employee who is in full employment in any trade, business, service or anywhere else, where the employer is responsible for the granting to him of sick leave and sick leave pay, shall not be entitled to the privileges described in this clause.

12. PROPORTION OR RATIO.

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

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

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

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

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

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

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

13. UNIFORMS.

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

het, betaal, mits sodanige fonds of organisasie die werknemer die waarborg gee dat daar in die geval van sy ongeskiktheid onder die omstandighede in hierdie subklousule gemeld, altesaam minstens die ekwivalent van sy loon vir dertig of 36 werkdade, na gelang van die geval, in elke tydperk van 36 maande diens, aan hom betaal sal word;

- (iv) indien daar by wet van 'n werkgewer vereis word om ten opsigte van 'n werknemer gelde vir hospitaal- of mediese behandeling te betaal, en hy ten opsigte van ongeskiktheid sodanige gelde betaal, die bedrag wat aldus betaal word, afgetrek mag word van die betaling wat ingevolge hierdie subklousule ten opsigte van siekteverloofafwesigheid as gevolg van sodanige ongeskiktheid verskuldig is;

(2) Vir die toepassing van hierdie klousule—

- (a) word „diens” geag diselfde betekenis te hê as in klousule 9 (5);

- (b) beteken „ongeskiktheid” ongeskiktheid om te werk weens 'n siekte of besering, uitgesonderd 'n siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstand dat sodanige ongeskiktheid om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941 (Wet No. 30 van 1941), betaalbaar is, geag word ongeskiktheid te wees slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling kragtens daardie Wet betaalbaar is nie.

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

(4) 'n Deeltydse werknemer wat voltyds in 'n bedryf, besigheid, diens of elders werk, is nie op die voorregte in hierdie klousule beskryf geregtig nie, indien die werkgewer daarvoor verantwoordelik is om hom siekteverlof toe te staan en hom ten opsigte van siekteverlof te betaal.

12. GETALSVIRHOUDING.

(1) *Tafelbediendes, sodapompbediendes en toonbankbediendes.*—'n Werknemer mag nie 'n ongekwalifiseerde tafelbediende, sodapompbediende of toonbankbediende in diens neem nie tensy hy 'n gekwalifiseerde tafelbediende, sodapompbediende of toonbankbediende in sy diens het, en vir elke gekwalifiseerde tafelbediende, sodapompbediende of toonbankbediende wat in sy diens is, mag daar hoogstens twee ongekwalifiseerde tafelbediendes, sodapompbediendes of toonbankbediendes in diens geneem word.

(2) *Koks, gekwalifiseer.*—'n Werknemer mag hoogstens een gekwalifiseerde kok graad II in diens neem, tensy hy 'n kok graad I in sy diens het.

(3) *Koks, ongekwalifiseer.*—'n Werknemer mag nie 'n ongekwalifiseerde kok graad II in diens neem nie tensy hy 'n kok graad I of een gekwalifiseerde kok graad II in sy diens het, en waar slegs een kok graad I of een gekwalifiseerde kok graad II in diens is, mag daar hoogstens twee ongekwalifiseerde koks graad II in diens geneem word; vir elke addisionele kok graad I of gekwalifiseerde kok graad II wat in diens is, mag daar hoogstens een ongekwalifiseerde kok graad II in diens geneem word.

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

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

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

(7) 'n Werknemer wat uitsluitlik of hoofsaaklik die werk van 'n tafelbediende, toonbankbediende, kok, kroegman of roosterbediende, na gelang van die geval, verrig, mag ten opsigte van die bedryfsinrigting waarin hy aldus werksaam is, geag word 'n gekwalifiseerde tafelbediende, toonbankbediende, kok, kroegman of roosterbediende te wees; met dien verstande dat sodanige werknemer nie in meer as een van genoemde klasse geag mag word 'n gekwalifiseerde werknemer te wees nie; en voorts met dien verstande dat, waar twee of meer werkgewers aldus in 'n bedryfsinrigting werksaam is, slegs een sodanige werkgewer geag mag word 'n gekwalifiseerde werknemer te wees.

13. UNIFORMS.

'n Werknemer wat van sy werknemer vereis om 'n uniform, oorpak, wasbare baadjie, pet of voorskot te dra, moet dit gratis verskaf en dit blou die eiendom van die werkgewer.

14. CERTIFICATE OF SERVICE.

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

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

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

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employee, other than a casual employee, theatre part-time vendor or special function employee shall, for the purposes of this clause be deemed to be—

- (a) a weekly employee, if his wages are paid weekly; and
- (b) a monthly employee, if his wages are paid otherwise than weekly.

(2) Subject to the provisions of this clause, an employer or his employee, other than a casual employee, theatre part-time vendor or special function employee, or his employer, who desires to which the employee is receiving at the time of such termination;

- (a) during the first four weeks of employment, not less than one work day's notice; and
- (b) after the first four weeks of employment, in the case of a weekly employee, one week's notice, and, in the case of a monthly employee, two weeks' notice, of termination of the contract and upon such termination of the contract the employer shall pay to the employee not less than—
 - (i) in the case of one work day's notice, the daily wage the employee is receiving at the time of such termination;
 - (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;
 - (iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided that an employer or employee may at any time terminate the contract of employment without notice by paying to the employee or paying of forfeiting to the employer, as the case may be, in lieu of such notice an amount of not less than the appropriate wage referred to in paragraph (i), (ii) or (iii).

- (3) The provisions of sub-section (2) shall not affect—
 - (a) the right of an employer or an employee to terminate the contract without notice for any cause recognized by law as sufficient;
 - (b) 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 that prescribed in sub-clause (2); or
 - (c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.
- (4) Where there is in existence such an agreement as is referred to in paragraph (b) of sub-clause (3), the payment or forfeiture referred to in sub-clause (2) shall be commensurate with the period of notice agreed upon between the employer and the employee.

- (5) The notice prescribed in sub-clause (2) shall—
 - (a) in the case of a weekly employee, be given on or before the usual pay day of the establishment concerned and shall run from the day after such pay day; and
 - (b) in the case of a monthly employee, be given on or before the first or the fifteenth day of a month and shall run from such first or fifteenth day;

Provided that—

- (i) a period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on leave granted in terms of clause nine or any period of his military training;
- (ii) notice shall not be given during an employee's absence on sick leave granted in terms of section eleven; and
- (iii) where only one work day's notice is required to be given, such notice may be given on any work day.
- (6) An employer or his employee, except an illiterate employee shall give the notice referred to in this clause in writing.

14. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van die dienskontrak van engeen van sy werknemers, uitgesonderd 'n los werknemer, sodanige werknemer voorsien van 'n dienssertifikaat wat die volgende meld: Die volle naam van die werkgever en die werknemer, die aard van die diens, die aanvangsdatum van die dienskontrak, die datum van beëindiging daarvan en die besoldiging op die datum van sodanige beëindiging.

15. VERBOD OP INDIENSNEMING VAN ENIGEEN JONGER AS SESTIEN JAAR.

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

16. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werknemer, uitgesonderd 'n los werknemer, deelytse teaterverkoper, of werknemer vir spesiale funksies, word vir die toepassing van hierdie klousule geag—

- (a) 'n weeklikse werknemer te wees, indien sy lone weekliks betaal word; en
- (b) 'n maandelikse werknemer te wees, indien sy lone anders as weekliks betaal word.

(2) Behoudens die bepalings van hierdie klousule, moet 'n werkgever of sy werknemer, uitgesonderd 'n los werknemer, deelytse teaterverkoper of werknemer by spesiale funksies, wat die dienskontrak wil beëindig—

- (a) gedurende die eerste vier weke diens, minstens een werkdag kennis gee; en
- (b) na die eerste vier weke diens, in die geval van 'n weeklikse werknemer, minstens een week kennis gee, en in die geval van 'n maandelikse werknemer, minstens twee weke kennis gee; om die dienskontrak te beëindig, en by die beëindiging van sodanige dienskontrak moet die werkgever die werknemer minstens die volgende betaal—
 - (i) in die geval van een werkdag kennis, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
 - (ii) in die geval van een week kennis, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
 - (iii) in die geval van twee weke kennis, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat 'n werkgever of werknemer te eniger tyd die dienskontrak sonder kennisgewing mag beëindig deur, in plaas van sodanige kennisgewing, minstens die toepaslike loon in paragraaf (i), (ii) of (iii) bedoel aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval.

(3) Die bepalings van subklousule (2) raak nie die volgende nie—

- (a) die reg van 'n werkgever of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as dié in subklousule (2) voorgeskryf; of
- (c) verbeurings of boetes wat by wet ten opsigte van 'n werknemer wat dros, van toepassing mag wees.

(4) Indien daar 'n ooreenkoms soos dié in paragraaf (b) van subklousule (3) gemeld, bestaan, moet die betaling of verbeuring waarvan daar in subklousule (2) melding gemaak word, eweredig wees aan die opseggingstermyn waarvoor die werkgever en die werknemer ooreengekom het.

(5) Die kennis in subklousule (2) voorgeskryf, moet—

- (a) in die geval van 'n weeklikse werknemer, voor of op die gewone betaaldag van die betrokke bedryfsinrigting gegee word, en geld vanaf die dag na sodanige betaaldag; en
- (b) in die geval van 'n maandelikse werknemer, voor of op die eerste of die 15de dag van 'n maand gegee word en geld vanaf sodanige eerste of vyftiende dag;

met dien verstande dat—

- (i) 'n opseggingstermyn nie mag saamval nie met, en kennis nie gegee mag word nie gedurende, 'n werknemer se afwesigheid met verlof wat kragtens klousule 9 toegestaan is, of met sy militêre opleiding;
- (ii) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof wat kragtens klousule 11 toegestaan is; en
- (iii) indien daar slegs een werkdag kennis gegee moet word, sodanige kennis op enige werkdag gegee mag word.
- (6) 'n Werkgever of sy werknemer, buiten in die geval van 'n ongeletterde werknemer, moet die kennis waarvan daar in hierdie klousule melding gemaak word, skriftelik gee.

17. VRYSTELLINGS.

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

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

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

(4) The Secretary of the Council shall—

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

18. EXPENSES OF THE COUNCIL.

For the purposes of meeting the expenses of the Council each employer shall deduct from the earning of each of his barmen, cashiers, clerical employees, cooks, counterhands, grill-hands, vendors, managers, motor vehicle drivers, soda fountain-hands, pantry-hands, supervisors, wine stewards, waiters, part-time waiters, part-time counter-hands, theatre part-time waiters, theatre part-time counter-hands and all other part-time and casual employees, the sum of twenty cents (20c) per month; and from each of his labourers, night-watchmen and kitchen-hands, the sum of two cents (2c) per month.

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

To the amounts deducted from the earnings of each of his labourers, night-watchmen and kitchen-hands, the employer shall add three cents per month.

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

For the purposes of this section, an employee who has worked on six (6) days in any one calendar month shall be held to be liable for the specified deductions.

19. ADMINISTRATION OF AGREEMENT.

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

20. TRADE UNION REPRESENTATIVES ON COUNCIL.

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

21. EFFECT OF OTHER LAWS.

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

22. TRADE UNION LABOUR.

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

(b) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Tearoom, Restaurant and Catering Trade refused any invitation from the trade union to become a member

verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en ook die tydperk waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word, 'n sertifikaat uitreik wat hy onderteken het en wat die volgende meld:—

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

(4) Die Sekretaris van die Raad moet—

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

18. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die verdienste van elkeen van sy kroegmanne, kassiers, klerke, koks, toonbankbediendes, roosterbediendes, kombuishulpe, verkopers, bestuurders, motorvoertuigbestuurders, sodapompbediendes, spensbediendes, toesighouers, kelners, tafelbediendes, deeltydse tafelbediendes, deeltydse toonbankbediendes, deeltydse teatertafelbediendes, deeltydse teatervertonbankbediendes en alle ander deeltydse en los werknemers die bedrag van twintig sent (20c) per maand aftrek; en van elkeen van sy arbeiders, nagwagte en kombuishulpe, die bedrag van twee sent (2c) per maand.

By die bedrae aldus afgetrek, moet die werkgewer ten opsigte van elke werknemer (uitgesonderd arbeiders, nagwagte en kombuishulpe) van wie se verdienste voornoemde bedrae afgetrek is, die bedrag van 40c (veertig sent) per maand voeg.

By die bedrae van die verdienste van elkeen van sy arbeiders, nagwagte en afleweringsbediendes afgetrek is, moet die werkgewer drie sent (3c) per maand voeg.

Die werkgewer moet dan die hele bedrag elke maand en wel voor of op die sewende dag van elke maand aan die Sekretaris van die Raad, Posbus 1256, Pretoria, stuur.

Vir die toepassing van hierdie klousule word 'n werknemer wat op ses (6) dae in 'n bepaalde kalendermaand gewerk het, geag aanspreeklik te wees vir die aftrekkings hierbo gemeld.

19. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie.

20. VERTEENWOORDIGERS VAN VAKVERENIGING IN RAAD.

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

21. UITWERKING VAN ANDER WETTE.

Niks in hierdie Ooreenkoms word geag die indiensneming van enigeen wie se indiensneming by enige wet verbied word of die indiensneming van enigeen op enige tyd of tye wat by enige wet verbied word, te magtig nie.

22. VAKVERENIGINGARBEID.

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

(b) Die bepalinge van hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande van sy diensaanvaarding in die Teekamer-, Restaurant- en Verversingsbedryf 'n uitnodiging van die vakvereniging om lid

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

23. TRADE UNION SUBSCRIPTION.

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

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

For the purposes of this section, an employee who has worked on six (6) days in any one calendar month shall be held to be liable for the specified deduction.

24. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the record of wages paid, time worked and payments made for overtime, for the purpose of ascertaining whether the terms of the Agreement are being observed.

Signed at Pretoria on behalf of the parties this 14th day of July, 1965.

A. SIMITOPOULOS,
Chairman of the Council.

J. M. LEWIS,
Vice Chairman of the Council.

E. W. BULLING,
Secretaries of the Council.

for CRAGGS, KOSSUTH & OCHSE.

ANNEXURE A TO AGREEMENT.

(Vide Clause 11—Sick Leave.)

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

*I, _____
residing at _____ hereby certify that † _____ has been under my medical treatment from ‡ _____ to _____ and that he/she is suffering from § _____

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

Signed: Medical Practitioner.

Date _____

* Name and qualification of Medical Practitioner.

† Name and occupation of Patient.

‡ Period.

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

ANNEXURE B.

[Vide Clause 8 (2)—Time and Wage Registers and Attendance Registers.]

Note.—Employees must sign only in the section of the Register reserved for their use.

ATTENDANCE REGISTER.

(Shops and Offices Act 1964.)

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

23. LEDEGELD VAN VAKVERENIGING.

Elke werkgever moet met die skriftelike toestemming van die werknemer, van die loon van lede van die vakvereniging in sy diens, die lopende ledegeld wat aan die vakvereniging verskuldig is, aftrek; waar 'n werknemer met sy ledegeld van die vakvereniging agterstallig is, moet sy werkgever elke maand benewens die werknemer se lopende ledegeld 'n bedrag ter betaling van agterstallige ledegeld aftrek, en die werkgever en die werknemer moet onderling oor die bedrag van sodanige aftrekking ooreenkom; met dien verstande dat die minimum bedrag wat ten opsigte van agterstallige ledegeld afgetrek mag word, minstens die bedrag van sodanige maandelikse ledegeld moet wees indien sodanige agterstallige ledegeld gelyk is aan of meer bedra as die werknemer se ledegeld vir een maand; en voorts met dien verstande dat, waar 'n werknemer die bedrag wat die vakvereniging as agterstallige ledegeld eis, betwis, daar geen verpligting op die werkgever rus om enige geld vir agterstallige ledegeld af te trek nie tot tyd en wyl die werknemer die agterstallige bedrag skriftelik erken het.

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

Vir die toepassing van hierdie klousule, word 'n werkgever wat op ses (6) dae in 'n bepaalde kalendermaand gewerk het, geag aanspreeklik te wees vir die aftrekking soos gespesifiseer.

24. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent mag enige bedryfsinrigting betree en enige werkgever of werknemer ondervra en die register van betaalde lone, tyd gewerk en betalings vir oortydwerk inspekteer met die doel om vas te stel of die bepalings van die Ooreenkoms nagekom word.

Op hede die 14de dag van Julie 1965 namens die partye te Pretoria onderteken.

A. SIMITOPOULOS,
Voorsitter van die Raad.

MEV. J. M. LEWIS,
Ondervoorsitter van die Raad.

E. W. BULLING,
Sekretaris van die Raad.

vir: CRAGGS, KOSSUTH EN OCHSE.

AANHANGSEL A VAN OOREENKOMS.

(Kyk Klousule 11—siekteverlof.)

GENEESKUNDIGE SERTIFIKAAT WAT VEREIS WORD INGEVULDE DIE NYWERHEIDSOOREENKOMS VIR DIE TEEKAMER-, RESTAURANT- EN VERVERSINGS-BEDRYF, PRETORIA.

*Ek, _____
woonagtig te _____ sertifiseer hierby dat † _____ onder my mediese behandeling was vanaf ‡ _____ tot _____ en dat hy/sy ly aan § _____

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

Datum _____ Geteken: Mediese Praktisyn.

* Naam en kwalifikasie van mediese praktisyn.

† Naam en beroep van pasiënt.

‡ Tydperk.

§ Die aard van die siekte, kwaal of besering moet sover moontlik in nie-tegniese woorde beskryf word en beknopte besonderhede moet verstrek word omtrent die geskiedenis, simptome en hewigheid en bepaalbare oorsaak daarvan.

AANHANGSEL B.

[Kyk klousule 8 (2)—Tyd- en Loonregisters en Bywoningsregisters.]
Opmerking.—Werknemers moet slegs in daardie deel van die register teken wat vir hulle gebruik uitgehou werd.

BYWONINGREGISTER.

(Wet on Winkels en Kantore. 1964.)

Date and Day of Week.		Entries to be made by Employees.						Remarks (if any).	
Year.								By Employer.	
Month.									
Date.	Day of week.	Signature.	Time of commencing work.		Intervals of work.		Time of finishing work.		By Employee. If Employee absent, reasons for his absence (to be signed by Employer).
			Off.	On.	Off.	On.	On.	Off.	
							Increased hours worked.	Number of hours worked.	
							Each day.	Each week.	
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Note.—Under Headings "Off" and "On" in columns referring to "Intervals" insert time interval commences and time work resumed. In terms of section four (7) of the Act an employee is deemed to be at work for any interval in his work if the employee is not free to leave the shop or office for the whole of the interval.

No. R. 625.]

[22 April 1966.

WAR MEASURES ACT, 1940.

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

TEA ROOM, RESTAURANT AND CATERING TRADE, PRETORIA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy Minister of Labour, hereby, in terms of regulation 4 (1) 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 Tea Room, Restaurant and Catering Trade, published under Government Notice No. R. 624 of the 22nd April, 1966.

Datum en dag van week.		Inskrywings deur Werknemers.						Opmerkings (indien daar is).	
Jaar.								Deur werkge- wer	
Maand.									
Datum.	Dag van week.	Handtekening.	Tydstip waarop werk begin.		Pouses gedurende die werk.		Langer ure gewerk.		Deur werknemer. Indien werknemer afwesig is, redes vir sy afwesigheid (moet deur werkge- teken word).
			Begin.	Einde.	Begin.	Einde.	Elke dag.	Elke week.	
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Opmerking.—Skryf die tye waarop die pouse begin en die werk hervat word in onder die opskrifte "begin" en "einde" in die kolom wat betrekking het op "Pouses". Ingevolge artikel vier (7) van die Wet, word 'n werknemer geag gedurende 'n pouse in sy werk by die werk te wees indien dit die werknemer nie vrystaan om die winkel of kantoor vir die hele pouse te verlaat nie.

No. R. 625.]

[22 April 1966.

WET OP OORLOGSMAATREËLS, 1940.

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

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

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmatreël 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 Teekamer-, Restaurant- en Verversingsbedryf wat by Goewermentskennisgewing No. R. 624 van 22 April 1966 gepubliseer is.

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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) Brunel, 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

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AFRIKA. —(Behalwe lande van die Posunie van Afrika)	c	c	c	c
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
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AUSTRALASIE. —				
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OOSTERSE LANDE. —				
(a) Afghanistan, Birma, Ceylon, Indië, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Broenel, 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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