

BUITENGEWONE



EXTRAORDINARY

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GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 201.] [16 Februarie 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

DRANK- EN VERVERSINGSBEDRYF, KAAP.

HOOFOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (6) (g) en 22 tot en met 26, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrikte Bellville, die Kaap, Simonstad, Somerset-Wes, Strand en Wynberg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (6) (g) en 22 tot en met 26, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte Bellville, die Kaap, Simonstad, Somerset-Wes, Strand en Wynberg, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 201.] [16 February 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

LIQUOR AND CATERING TRADE, CAPE.

MAIN AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (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 Liquor and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 6 (6) (g) and 22 to 26 (inclusive), shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Trade in the Magisterial Districts of Bellville, the Cape, Simonstown, Somerset West, Strand and Wynberg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Bellville, the Cape, Simonstown, Somerset West, Strand and Wynberg, and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 6 (6) (g) and 22 to 26 (inclusive), shall *mutatis mutandis* be binding upon all Bantu employed in the

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Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF, KAAP.

OOREENKOMS

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

Hotel Association of the Cape

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

European Liquor and Catering Trades Employees' Union en die

Hotel, Bar and Catering Trades Employees' Association

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

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

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landrostdistrikte die Kaap, Wynberg, Bellville, Simonstad, Somerset-Wes en die Strand nagekom word deur alle werkgewers en werknemers in die Drank- en Verversingsbedryf, wat lede van die werkgewersorganisasie of die vakverenigings is.

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

2. GELDIGHEDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWING.

(1) Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk is en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in genoemde Wet, en alle vermeldings van 'n wet omvat elke wysiging daarvan; woorde wat die manlike geslag aandui, omvat ook vroue, voorts, tensy dit onbestaanbaar met die samehang is, beteken—

„assistent-bestuurder" of „assistent-bestuurderes" 'n werknemer wat die bestuurder of bestuurderes in die uitvoering van sy of haar pligte bystaan en wat onderskeidelik vir hom of haar tydens sy of haar afwesigheid kan waarneem;

„kroegjong" 'n werknemer wat in 'n kroeg of buiteverkoopafdeling glase was, vloere, toonbanke, rakke, meubels of ander uitrustings vee en/of skoonmaak, bottels of ander houers opstapel en/of verwyder, drank aan klante lewer vir verbruik weg van die perseel af en wat wyn in bottels kan tap;

„kroegman" 'n werknemer, uitgesonderd 'n wynkelner, wat oor die toonbank of uit die kroeg in 'n bedryfsinrigting drank verkoop en wat kan toegesig hou oor kroegjongens, en dit omvat 'n kroegvrou en buiteverkoopbediende;

„kroegman, gekwalifiseer," 'n kroegman met minstens drie jaar ondervinding;

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

„kassier" 'n werknemer wat in enige deel van die bedryfsinrigting, uitgesonderd die kroeg of die buiteverkoopafdeling, geld ontvang en kwitansies uitreik en ook klerklike werk kan verrig;

„los werknemer" 'n werknemer wat by dieselfde werkgewer in diens is op hoogstens drie dae in 'n week;

„sjef of hoofkok" 'n werknemer wat in beheer is van en toegesig hou oor een of meer gekwalifiseerde koks en wat vir die behoorlike verrigting van hul werk deur hulle, verantwoordelik is;

said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, CAPE.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the Hotel Association of the Cape (hereinafter referred to as "the employers" or "the employers' organization"), of the one part, and

The European Liquor and Catering Trades Employees' Union
and

The Hotel, Bar, Catering Trades Employees' Association

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

being the parties to the Industrial Council for the Liquor and Catering Trade, Cape.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, Somerset West and Strand by all employers and employees who are engaged or employed in the Liquor and Catering Trade, and who are members of the employers' organization or the trade unions.

(b) Notwithstanding the provisions of subclause (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 section forty-eight of the Act and shall remain in force for a period of three years, or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context—

„assistant manager" or „assistant manageress" means an employee who assists the manager or manageress in the performance of his or her duties and who may respectively act for him or her in his or her absence;

„barboy" means an employee engaged in a bar or off-sale department, in washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment, stacking and/or removing bottles or other containers, delivering liquor to customers for consumption off the premises and who may bottle wines;

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

„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;

„cashier" means an employee engaged in receiving money and issuing receipts in any part of the establishment other than the Bar or Off-Sales, and may also do clerical work;

„casual employee" means an employee who is employed by the same employer on not more than three days in any week;

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

„klerk” ’n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en omvat ’n stoomman, versendingsklerk, telefonis, kassier, en ’n manlike werknemer wat die werk van ’n ontvangklerk verrig;

„klerk, man, gekwalifiseer,” ’n manlike klerk met minstens twee jaar ondervinding;

„klerk, man, ongekwalifiseer,” ’n manlike klerk met minder as twee jaar ondervinding;

„klerk, vrou, gekwalifiseer,” ’n vroulike klerk met minstens twee jaar ondervinding;

„klerk, vrou, ongekwalifiseer,” ’n vroulike klerk met minder as twee jaar ondervinding;

„kok” ’n werknemer wat kos berei en/of kook: Met dien verstande dat wanneer ’n werknemer slegs dié werk verrig wat in die omskrywing van „koksassistent”, „kelner”, „kelnerin”, of „graad II-werknemer” gespesifiseer word, hy nie as ’n kok beskou word nie;

„kok, man, gekwalifiseer,” ’n manlike kok met minstens drie jaar ondervinding;

„kok, man, ongekwalifiseer,” ’n manlike kok met minder as drie jaar ondervinding;

„kok, vrou, gekwalifiseer,” ’n vroulike kok met minstens drie jaar ondervinding;

„kok, vrou, ongekwalifiseer,” ’n vroulike kok met minder as drie jaar ondervinding;

„koksassistent” ’n werknemer, uitgesonderd ’n graad II-werknemer, wat onder die toesig van ’n sjef of hoofkok of ’n gekwalifiseerde manlike of vroulike kok, die kok behulpsaam is met die versorging van voedselware terwyl dit kook en/of vleis of ander voedselsoorte kook wat vir gebruik deur die werknemers van ’n bedryfsinrigting bedoel is;

„Raad” die Nywerheidsraad vir die Drank- en Verversingsbedryf, Kaap, wat geag word geregistreer te wees ingevolge artikel negentien van die Wet;

„dag” ’n tydperk van 24 uur wat om middernag begin en eindig, behalwe dat ’n „dag” ten opsigte van nagwerkers ’n tydperk van 24 uur beteken wat om 12-uur middag begin en eindig;

„versendingsklerk” ’n werknemer wat verantwoordelik is vir die ontvang en versending van goedere;

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

„ondervinding” met betrekking tot die werknemers ten opsigte van wie ’n stygende loonskaal in klousule 4 voorgeskryf word, die totale tydperk of tydperke diens wat ’n werknemer deurgebring het in die bepaalde werk waarin hy in die Drank- en Verversingsbedryf werksaam is;

„graad I-werknemer” ’n werknemer wat in een of meer van die volgende hoedanighede in diens is:—

(a) Beddens opmaak;

(b) beddegoed en komberse versorg;

(c) gaste se bagasie in- en uitpak en gaste se klere skoonmaak, stryk en pers;

(d) biljarttafels versorg en wat betaling mag ontvang vir die gebruik van die tafels;

(e) ligte verversings oor ’n toonbank bedien, uitgesonderd oor ’n kroegtoonbank of in ’n buiteverkoopafdeling;

„graad II-werknemer” ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

(a) Voedselware, gerei of ander artikels dra;

(b) gerei, meubels, persele, voertuie, skoeisel, groente, vis, pluimvee of ander artikels skoonmaak, maar nie glase was, vloere, toonbanke, rakke, meubels of ander uitrusting in ’n kroeg of buiteverkoopafdeling vee en/of skoonmaak nie;

(c) vuurmaak en vure aan die brand hou en/of afval verwyder;

(d) pluimvee pluk, vrugte of groente skil en/of opsny, eiers kook, brood rooster, tee, koffie, kakao of soortgelyke drankke maak;

(e) diere of pluimvee oppas;

(f) tuinwerk verrig (d.w.s. onder toesig plant, spit, hark, gras sny, spreid, meng, natmaak, heinings knip);

(g) bottels of ander artikels verpak en uitsoek, maar nie bottels of ander houers in ’n kroeg of buiteverkoopafdeling opstapel en/of verwyder nie;

(h) ’n handvoertuig stoot of trek;

(i) persele, bagasie of ander artikels bewaak, uitgesonderd persele, geboue, hekke of ander eiendom snags bewaak;

„clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, despatch clerk, telephone operator, cashier, and a male employee who performs the work of a receptionist;

„clerical employee, male, qualified,” means a male clerical employee who has had not less than two years’ experience;

„clerical employee, male, unqualified,” means a male clerical employee who has had less than two years’ experience;

„clerical employee, female, qualified,” means a female clerical employee who has had not less than two years’ experience;

„clerical employee, female, unqualified,” means a female clerical employee who has had less than two years’ experience;

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

„cook, male, qualified,” means a male cook who has had not less than three years’ experience;

„cook, male, unqualified,” means a male cook who has had less than three years’ experience;

„cook, female, qualified,” means a female cook who has had not less than three years’ experience;

„cook, female, unqualified,” means a female cook who has had less than three years’ experience;

„cook’s assistant” means an employee, other than a grade II employee who, under the supervision of a chef or head cook or a qualified male or female cook, assists the cook by attending to foodstuffs in the process of cooking and/or cooks meat or other foodstuffs intended for consumption by the employees of an establishment;

„Council” means the Industrial Council for the Liquor and Catering Trade, Cape, deemed to be registered in terms of section nineteen of the Act;

„day” means any period of 24 hours beginning and ending at midnight, except that a „day” in respect of night workers shall mean any period of 24 hours beginning and ending at midday;

„despatch clerk” means an employee who is responsible for receiving and despatching goods;

„establishment” means any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the licences specified in the definition „Liquor and Catering Trade”, and in or in connection with which one or more employees are employed in the Liquor and Catering Trade;

„experience” means in relation to those employees in respect of whom a rising scale of wages is prescribed in Clause 4, the total period or periods of employment which an employee has had in the particular occupation in which he is employed in the Liquor and Catering Trade;

„grade I employee” means an employee who is engaged in any one or more of the following capacities:—

(a) Making beds;

(b) tending to linen and blankets;

(c) packing and unpacking guests’ luggage and cleaning, ironing and pressing guests’ clothes;

(d) attending to billiard tables and who may receive payment for any games played on the tables;

(e) serving light refreshments from behind a counter, excluding from behind a bar counter or an off-sales.

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

(a) Carrying foodstuffs, utensils or other articles;

(b) cleaning utensils, furniture, premises, vehicles, footwear, vegetables, fish poultry or other articles, but not washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment in a bar or off-sale department;

(c) making or maintaining fires and/or removing refuse;

(d) plucking poultry, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea, coffee, cocoa or similar beverages;

(e) tending animals or poultry;

(f) gardening work (i.e. planting under supervision, digging, raking mowing, spreading, mixing, watering, clipping hedges);

(g) packing and sorting bottles or other articles but not stacking and/or removing bottles or other containers in a bar or off-sale department;

(h) pushing or pulling any manually propelled vehicle;

(i) guarding premises, luggage or other articles, other than guarding premises, buildings, gates or other property, by night;

(j) goedere, uitgesonderd drank, te voet of deur middel van 'n trapfiets, driewieler of handvoertuig aflewer;

(k) tennisbane rol en merk;

vir die toepassing van hierdie omskrywing omvat die uitdrukking „voedselware, gerei of ander artikels dra” nie die dra van maaltye of verversings na gaste nie, uitgesonderd vroeë oggendtee, -koffie, -kakao, of soortgelyke drankes en warm water;

„gas” enigeen wat of permanent of tydelik in 'n bedryfsinrigting woon en omvat ook 'n besoeker of ander toerusting te doen en wat werkgewer of 'n lid van sy gesin of iemand wat by die bedryfsinrigting in diens is nie;

„faktotum” 'n werknemer wie se werk dit is om klein herstelwerkies aan meubels, masjinerie of ander toerusting te doen en wat minder belangrike herstel- of opknappingswerk aan geboue kan doen;

„hoofkroegman” 'n werknemer wat in beheer is van en toesig hou oor een of meer kroegmanne en wat daarvoor verantwoordelik is dat hierdie kroegmanne en alle ander werknemers wat in of in verband met die kroeg of kroeg onder sy beheer in diens is, hul pligte behoorlik uitvoer;

„hoofkelner” 'n manlike werknemer wat in beheer geplaas is van en toesig hou oor kelners en/of kelnerinne en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;

„hoofkelnerin” 'n vroulike werknemer wat in beheer geplaas is van en toesig hou oor kelnerinne en/of kelners en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;

„huishoudster” 'n vroulike werknemer wat toesig hou oor die kombuis en/of slaapkamers en wat oor voorrade toesig mag hou;

„hotelkwekeling” 'n werknemer wat in verskillende departemente van 'n bedryfsinrigting werk met die oog op bestuursopleiding, en wie se indiensneming as 'n kwekeling in 'n besondere bedryfsinrigting die goedkeuring van die Raad wegdra;

„hysbakbediende” 'n werknemer wat 'n goedere- of passasiershysbak bedien;

„Drank- en Verversingsbedryf” die bedryf wat deur werkgewers en werknemers uitgeoefen word wanneer hulle, tydelik of permanent, 'n besigheid dryf waar drank verkoop word en in verband waarmee een of meer van die volgende lisensies, kragtens die bepalings van die Drankwet, 1928, uitgereik, gehou moet word:—

Restaurantdranklisensie;
hoteldranklisensie;
kroeglisensie;
wyn- en moutdranklisensie;
teater- of sportterreindranklisensie;
tydelike dranklisensie;
geleentheidslisensie vir laat ure;

houers van magtiging uitgereik ingevolge die bepalings van artikel 100 Sex;

„bestuurder” of „bestuurderes” 'n werknemer wat in beheer is van 'n bedryfsinrigting en van die werknemers wat in die bedryfsinrigting in diens is, en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;

„motorvoertuig” enige voertuig wat deur eie meganiese krag aangedryf word (met uitsondering van tweewielvoertuie) en wat gebruik word vir die vervoer van hotelgaste en/of bagasie na en van 'n bedryfsinrigting af, en vir die vervoer, sleep of aflewer van goedere wat in verband met die Drank- en Verversingsbedryf gebruik word, en vir die aflewering van drank aan klante;

„motorvoertuigbestuurder” of „bestuurder van 'n motorvoertuig” 'n werknemer wat 'n motorvoertuig bestuur, en vir die doel van hierdie woordomschrywing word dit beskou dat by „'n motorvoertuig bestuur” inbegrepe is alle tydperke wat daar bestuur word en enige tyd wat die bestuurder aan die voertuig of die vrag bestee en alle tydperke wat hy verplig word om op diens te bly, gereed om te bestuur;

„nagportier” 'n portier wie se diens merendeels tussen 7 nm. en 7 vm. val;

„nagportier, gekwalifiseer,” 'n nagportier met minstens twee jaar ondervinding;

„nagportier, ongekwalifiseer,” 'n nagportier met minder as twee jaar ondervinding;

„nagwag” 'n werknemer wat gedurende die nag persele, geboue, hekke of ander eiendom bewaak en inwoners inlaat;

„buiteverkoopbediende” 'n werknemer wat drank verkoop vir verbruik buite die gelisensieerde perseel;

(j) delivering goods other than liquor, on foot or by means of a bicycle, tricycle or any manually propelled vehicle;

(k) rolling and marking tennis courts;

for the purpose of this definition the expression “carrying food-stuffs, utensils or other articles” does not include carrying meals or refreshments to guests, other than early morning tea, coffee, cocoa or similar beverages and hot water;

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

“handyman” means an employee who is engaged in making minor repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings;

“head barman” means an employee who is placed in charge of and supervises one or more other barmen and who is responsible for the efficient performance of their duties by such barmen and any other employee employed in or in connection with the bar or bars under his control;

“head waiter” means a male employee who is placed in charge of and supervises waiters and/or waitresses and who is responsible for the efficient performance of them of their duties;

“head waitress” means a female employee who is placed in charge of and supervises waitresses and/or waiters, and who is responsible for the efficient performance by them of their duties;

“housekeeper” means a female employee who is engaged in supervising the kitchens and/or bedrooms and who may supervise stores;

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

“lift-attendant” means an employee engaged in operating a goods or passenger lift;

“Liquor and Catering Trade” means the trade carried on by employers and employees when conducting, whether temporarily or permanently a business where the sale of liquor is carried on and in connection with which, one or more of the following licences, issued under the provisions of the Liquor Act, 1928, are required to be held:—

Restaurant liquor licence;
hotel liquor licence;
bar licence;
wine and malt liquor licence;
theatre or sportsground liquor licence;
temporary liquor licence;
late hours occasional licence;
holders of authority issued in terms of Section 100 Sex;

“manager” or “manageress” means an employee who is in charge of an establishment and of the employees employed in such establishment and who is responsible for the efficient performance by them of their duties;

“motor vehicle” means any vehicle self-propelled by power (excluding two-wheeled vehicles) used for the conveyance of hotel guests and/or luggage to and from an establishment and for the conveyance, haulage or delivery of goods used in connection with the Liquor and Catering Trade, and for the delivery of liquor to customers;

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

“night porter” means a porter the greater portion of whose duty falls between 7 p.m. and 7 a.m.;

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

“night porter, unqualified,” means a night porter who has had less than two years' experience;

“night watchman” means an employee engaged in guarding premises, buildings, gates or other property, and admitting residents by night;

“off-sales attendant” means an employee engaged in the sale of liquor for consumption off the licensed premises.

“off-sales attendant, qualified,” means an employee engaged in the sale of liquor for consumption off the licensed premises and who has had not less than three years experience.

„buiterverkoopbediende, gekwalifiseer,” ’n werknemer wat drank verkoop vir verbruik buite die gelisensieerde perseel en wat minstens 3 jaar ondervinding het;

„klerklike assistent in buiterverkoopafdeling” ’n werknemer in die buiterverkoopafdeling wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en wat geld mag ontvang in betaling van rekeninge, maar wat nie toegelaat word om drankverkope direk aan kliente te onderneem nie;

„hoteljoggie” ’n werknemer onder die leeftyd van agtien jaar wat boodskappe ontvang en aflewer en/of op boodskappe uitgestuur word;

„deeltydse werknemer” ’n werknemer, uitgesonderd ’n graad II-werknemer wie se dienskontrak daarvoor voorsiening maak dat hy vir ’n ononderbroke tydperk van ses dae of meer en vir minstens twee, maar hoogstens drie, opeenvolgende ure op enige dag in diens geneem word;

„portier” ’n manlike werknemer van agtien jaar of ouer wat by die aankoms van treine en ander vervoermiddels aanwesig is, gaste en hulle bagasie na en van ’n bedryfsinrigting vervoer, boodskappe ontvang, aflewer en aandag daaraan gee, klokkes en telefone beantwoord, verversings aan gaste bedien en aandag aan hulle behoeftes skenk en ’n telefoonskakelbord mag bedien;

„portier, gekwalifiseer,” ’n portier met minstens twee jaar ondervinding;

„portier, ongekwalifiseer,” ’n portier met minder as twee jaar ondervinding;

„ontvangklerk” ’n vroulike werknemer wat gaste ontvang, besprekings waarneem en ’n lys daarvan hou, rekenings uitskryf, geld ontvang en kwitansies uitreik, en wat klerklike werk mag doen;

„ontvangklerk, gekwalifiseer,” ’n ontvangklerk met minstens drie jaar ondervinding;

„ontvangklerk, ongekwalifiseer,” ’n ontvangklerk met minder as drie jaar ondervinding;

„sewedaagse bedryfsinrigting” ’n bedryfsinrigting waarin daar toegelaat word dat die Drank- en Verversingsbedryf sewe dae per week uitgeoefen word;

„sesdaagse bedryfsinrigting” ’n bedryfsinrigting waarin daar toegelaat word dat die Drank- en Verversingsbedryf ses dae per week uitgeoefen word;

„werkdagindeling” die tydperk bereken vanaf die tyd waarop ’n werknemer op enige dag begin werk totdat hy vir dié dag ophou met werk;

„stoorman” ’n werknemer wat beheer oor voorrade het en verantwoordelik is vir die ontvang, wegpak, verpakking en uitpak van goedere in ’n stoor, en vir die lewering van goedere uit ’n stoor aan afdelings of vir versending;

„telefonis” ’n werknemer wat ’n telefoonskakelbord bedien en klerklike werk kan verrig;

„loon” die bedrag ingevolge klousule 4 (1) aan ’n werknemer betaalbaar ten opsigte van sy gewone werkure soos by klousule 7 voorgeskryf: Met dien verstande dat as ’n werkgewer sy werknemer vir sy gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit dié hoër bedrag beteken;

„kelner” ’n manlike werknemer wat tafels dek of afdek, etes of verversings bedien aan of dra na gaste en wat toebröodjies kan maak, slaageregte kan berei, en betaling van gaste kan aanneem vir goedere, etes of verversings wat verskaf word, en omvat dit ’n wynkelner;

„kelner, gekwalifiseer,” ’n kelner met minstens twee jaar ondervinding;

„kelner, ongekwalifiseer,” ’n kelner met minder as twee jaar ondervinding;

„kelnerin” ’n vroulike werknemer wat tafels dek of afdek, etes of verversings bedien aan of dra na gaste en wat toebröodjies kan maak, slaageregte kan berei en betaling van gaste kan aanneem vir goedere, etes of verversings wat verskaf word;

„kelnerin, gekwalifiseer,” ’n kelnerin met minstens een jaar ondervinding;

„kelnerin, ongekwalifiseer,” ’n kelnerin met minder as een jaar ondervinding;

„week” met betrekking tot ’n sesdaagse bedryfsinrigting, ’n tydperk van ses dae van Maandag tot en met Saterdag, en met betrekking tot ’n sewedaagse inrigting, ’n tydperk van sewe dae van Maandag tot en met Sondag;

„wynkelner” ’n werknemer wat drank en ligte verversings bedien in enige deel van ’n bedryfsinrigting, uitgesonderd van agter ’n kroegtoonbank of in ’n buiterverkoopafdeling, en wat geld van gaste kan ontvang vir drank of verversings wat hy bedien;

„jaar” ’n ononderbroke tydperk van 365 dae.

(2) By die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkoms moet dit beskou word dat hy tot dié klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

„off-sales clerical assistant” means an employee in an off-sales who is engaged in writing, typing or any other form of clerical work and may receive money for payment of accounts, but who is not permitted to conduct sales of liquor direct to customers.

„page” means an employee under the age of eighteen years who is engaged in receiving or delivering messages and/or running errands;

„part-time employee” means an employee other than a grade II employee, whose contract of employment provides for his being employed for a continuous period of six days or more and for not less than two nor more than three consecutive hours in any day;

„porter” means a male employee of eighteen years of age or over engaged in meeting trains, and other conveyances, conveying guests and their luggage to and from an establishment, receiving, delivering and attending to messages, answering bells and telephones, serving of refreshments to and attending to the requirements of guests, and may operate a telephone switchboard;

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

„porter, unqualified,” means a porter who has had less than two years’ experience;

„receptionist” means a female employee who receives guests, attends to and keeps list of bookings, makes out accounts, receives money and issues receipts, and who may do clerical work;

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

„receptionist, unqualified,” means a receptionist who has had less than three years’ experience;

„seven-day establishment” means an establishment in which the Liquor and Catering Trade is permitted to be carried on for seven days per week;

„six-day establishment” means an establishment in which the Liquor and Catering Trade is permitted to be carried on for six days per week;

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

„storeman” means an employee who is in charge of stores and who is responsible for receiving, storing, packing or unpacking goods in a store, and for delivering goods from a store to departments or for despatch.

„telephone operator” means an employee who operates a telephone switchboard, and who may do clerical work.

„wage” means the amount of money payable to an employee in terms of clause 4 (1) of this Agreement in respect of his ordinary hours of work as prescribed in Clause 7: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in Clause 4 (1), it means such higher amount;

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

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

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

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

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

„waitress, unqualified,” means a waitress who has had less than one years’ experience;

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

„wine steward” means an employee who is engaged in serving liquor and light refreshments in any portion of an establishment, excluding serving from behind a bar counter or off-sales, and who may accept payment from guests for liquor or refreshments supplied.

„year” means a continuous period of 365 days.

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

4. LONE.

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

(a) Werknemers, uitgesonderd loswerknemers—

	Landros- distrikte die Kaap, Wyn- berg, Bellville en Simonstad. Per week. R	Landros- distrikte Somerset- Wes en die Strand. Per week. R
Bestuurder.....	40.00	32.80
Bestuurderes.....	32.00	25.30
Assistent-bestuurder.....	34.00	26.30
Assistent-bestuurderes.....	22.00	16.85
Hoofkroegman.....	34.00	26.30
Hoofkelner.....	24.00	15.60
Hoofkelnerin.....	16.00	11.58
Hoofkok, of sjef, man.....	24.00	20.16
Hoofkok, of sjef, vrou.....	19.50	16.16
Kroegman, gekwalifiseer.....	31.00	22.80
Kroegman, ongekwalifiseer—		
Gedurende die eerste ses maande ondervinding.....	16.15	10.96
Gedurende die tweede ses maande ondervinding.....	18.35	12.89
Gedurende die derde ses maande ondervinding.....	21.15	14.50
Gedurende die vierde ses maande ondervinding.....	23.70	16.11
Gedurende die vyfde ses maande ondervinding.....	25.45	17.77
Gedurende die sesde ses maande ondervinding.....	27.25	19.46
Kroegjong.....	9.75	7.10
Klerk, man, gekwalifiseer.....	25.00	19.95
Klerk, man, ongekwalifiseer—		
Gedurende die eerste ses maande ondervinding.....	14.55	10.96
Gedurende die tweede ses maande ondervinding.....	17.55	13.24
Gedurende die derde ses maande ondervinding.....	20.45	15.49
Gedurende die vierde ses maande ondervinding.....	23.15	17.34
Klerk, vrou, gekwalifiseer.....	16.50	12.82
Klerk, vrou, ongekwalifiseer—		
Gedurende die eerste ses maande ondervinding.....	11.50	8.56
Gedurende die tweede ses maande ondervinding.....	13.10	9.50
Gedurende die derde ses maande ondervinding.....	13.95	10.78
Gedurende die vierde ses maande ondervinding.....	15.25	11.77
Kok, man, gekwalifiseer.....	18.00	14.50
Kok, man, ongekwalifiseer—		
Gedurende die eerste ses maande ondervinding.....	11.30	9.12
Gedurende die tweede ses maande ondervinding.....	12.45	10.00
Gedurende die derde ses maande ondervinding.....	14.00	10.96
Gedurende die vierde ses maande ondervinding.....	14.75	11.87
Gedurende die vyfde ses maande ondervinding.....	15.95	12.89
Gedurende die sesde ses maande ondervinding.....	17.20	13.91
Kok, vrou, gekwalifiseer.....	13.60	11.90
Kok, vrou, ongekwalifiseer—		
Gedurende die eerste ses maande ondervinding.....	8.15	7.10
Gedurende die tweede ses maande ondervinding.....	9.00	7.83
Gedurende die derde ses maande ondervinding.....	9.85	8.58
Gedurende die vierde ses maande ondervinding.....	10.70	9.37

4. WAGES.

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

(a) Employees other than casual employees—

	Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown. Per Week. R	Magisterial Districts of Somerset West and Strand. Per Week. R
Manager.....	40.00	32.80
Manageress.....	32.00	25.30
Assistant Manager.....	34.00	26.30
Assistant Manageress.....	22.00	16.85
Head Barman.....	34.00	26.30
Head Waiter.....	24.00	15.60
Head Waitress.....	16.00	11.58
Head Cook, or Chef, male.....	24.00	20.16
Head Cook, or Chef, female.....	19.50	16.16
Barman, qualified.....	31.00	22.80
Barman, unqualified—		
During the first six months' experience	16.15	10.96
During the second six months' experience.....	18.35	12.89
During the third six months' experience.....	21.15	14.50
During the fourth six months' experience.....	23.70	16.11
During the fifth six months' experience.....	25.45	17.77
During the sixth six months' experience.....	27.25	19.46
Barboy.....	9.75	7.10
Clerical Employee, male, qualified.....	25.00	19.95
Clerical Employee, male, unqualified—		
During the first six months' experience	14.55	10.96
During the second six months' experience.....	17.55	13.24
During the third six months' experience.....	20.45	15.49
During the fourth six months' experience.....	23.15	17.34
Clerical Employee, female, qualified..	16.50	12.82
Clerical Employee, female, unqualified—		
During the first six months' experience	11.50	8.56
During the second six months' experience.....	13.10	9.50
During the third six months' experience.....	13.95	10.78
During the fourth six months' experience.....	15.25	11.77
Cook, male, qualified.....	18.00	14.50
Cook, male, unqualified—		
During the first six months' experience	11.30	9.12
During the second six months' experience.....	12.45	10.00
During the third six months' experience.....	14.00	10.96
During the fourth six months' experience.....	14.75	11.87
During the fifth six months' experience.....	15.95	12.89
During the sixth six months' experience.....	17.20	13.91
Cook, female, qualified.....	13.60	11.90
Cook, female, unqualified—		
During the first six months' experience	8.15	7.10
During the second six months' experience.....	9.00	7.83
During the third six months' experience.....	9.85	8.58
During the fourth six months' experience.....	10.70	9.37

	Landdros- distrikte die Kaap, Wyn- berg, Bellville en Simonstad. Per week. R	Landdros- distrikte Somerset- Wes en die Strand. Per week. R		Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown. Per Week. R	Magisterial Districts of Somerset West and Strand. Per Week. R
Gedurende die vyfde ses maande ondervinding.....	11.60	10.13	During the fifth six months' experience	11.60	10.13
Gedurende die sesde ses maande ondervinding.....	12.90	10.96	During the sixth six months' ex- perience.....	12.90	10.96
Koksassistent.....	9.75	7.10	Cook's Assistant.....	9.75	7.10
Graad I-werknemer, man.....	13.00	10.96	Grade I Employee, male.....	13.00	10.96
Graad I-werknemer, vrou.....	11.00	7.93	Grade I Employee, female.....	11.00	7.93
Graad II-werknemer, man.....	9.25	6.88	Grade II Employee, male.....	9.25	6.88
Graad II-werknemer, vrou.....	9.25	5.58	Grade II Employee, female.....	9.25	5.58
Faktotum.....	19.75	16.80	Handyman.....	19.75	16.80
Hoteltwekeling—			Hotel Trainee—		
Gedurende die eerste ses maande ondervinding.....	10.00	—	During the first six months' experience	10.00	—
Gedurende die tweede ses maande ondervinding.....	12.00	—	During the second six months' ex- perience.....	12.00	—
Gedurende die derde ses maande ondervinding.....	15.00	—	During the third six months' ex- perience.....	15.00	—
Gedurende die vierde ses maande ondervinding.....	20.00	—	During the fourth six months' ex- perience.....	20.00	—
Daarna 'n minimum van.....	25.00	—	Thereafter minimum of.....	25.00	—
Huishoudster.....	17.00	14.50	Housekeeper.....	17.00	14.50
Hysbakbediende.....	9.75	7.10	Lift Attendant.....	9.75	7.10
Motorvoertuigbestuurder.....	15.25	12.89	Motor Vehicle Driver.....	15.25	12.89
Nagwag.....	10.50	7.10	Night Watchman.....	10.50	7.10
Buiteverkoopbediende, man/vrou, gekwalfiseer.....	31.00	—	Off-Sales Attendant, male/female, qualified.....	31.00	—
Buiteverkoopbediende, man/vrou, onge- kwalfiseer—			Off-Sales Attendant, male/female, un- qualified—		
Gedurende die eerste ses maande ondervinding.....	16.15	—	During the first six months' experience	16.15	—
Gedurende die tweede ses maande ondervinding.....	18.35	—	During the second six months' ex- perience.....	18.35	—
Gedurende die derde ses maande ondervinding.....	21.15	—	During the third six months' ex- perience.....	21.15	—
Gedurende die vierde ses maande ondervinding.....	23.70	—	During the fourth six months' ex- perience.....	23.70	—
Gedurende die vyfde ses maande ondervinding.....	25.45	—	During the fifth six months' experience	25.45	—
Gedurende die sesde ses maande ondervinding.....	27.25	—	During the sixth six months' ex- perience.....	27.25	—
Klerklike assistent in buiteverkoop- afdeling, man, gekwalfiseer.....	25.00	—	Off-Sales Clerical Assistant.....	25.00	—
Hoteljoggie.....	9.75	7.10	Page.....	9.75	7.10
Portier, gekwalfiseer.....	14.00	11.90	Porter, qualified.....	14.00	11.90
Portier, ongekwalifiseer—			Porter, unqualified—		
Gedurende die eerste ses maande ondervinding.....	8.40	7.10	During the first six months' experience	8.40	7.10
Gedurende die tweede ses maande ondervinding.....	9.80	8.31	During the second six months' ex- perience.....	9.80	8.31
Gedurende die derde ses maande ondervinding.....	11.00	9.37	During the third six months' ex- perience.....	11.00	9.37
Gedurende die vierde ses maande ondervinding.....	12.55	10.72	During the fourth six months' ex- perience.....	12.55	10.72
Nagportier, gekwalfiseer.....	16.00	13.91	Night Porter, qualified.....	16.00	13.91
Nagportier, ongekwalifiseer—			Night Porter, unqualified—		
Gedurende die eerste ses maande ondervinding.....	8.25	7.10	During the first six months' experience	8.25	7.10
Gedurende die tweede ses maande vinding.....	10.35	8.69	During the second six months' ex- perience.....	10.35	8.69
Gedurende die derde ses maande ondervinding.....	12.30	10.72	During the third six months' ex- perience.....	12.30	10.72
Gedurende die vierde ses maande ondervinding.....	14.00	12.52	During the fourth six months' ex- perience.....	14.00	12.52
Ontvangklerk, gekwalfiseer.....	21.00	16.86	Receptionist, qualified.....	21.00	16.86
Ontvangklerk, ongekwalifiseer—			Receptionist, unqualified—		
Gedurende die eerste jaar onder- vinding.....	16.00	12.81	During the first year of experience...	16.00	12.81
Gedurende die tweede jaar onder- vinding.....	17.65	14.15	During the second year of experience	17.65	14.15
Gedurende die derde jaar onder- vinding.....	19.35	15.46	During the third year of experience..	19.35	15.46
Kelner, gekwalfiseer.....	15.50	11.74	Waiter, qualified.....	15.50	11.74

	Landdro- distrikte die Kaap, Wyn- berg, Bellville en Simonstad. Per week. R	Landdro- distrikte Somerset- Wes en die Strand. Per week. R
Kelner, ongekwalifiseer— Gedurende die eerste ses maande ondervinding.....	9.45	7.10
Gedurende die tweede ses maande ondervinding.....	10.95	8.26
Gedurende die derde ses maande ondervinding.....	12.20	9.23
Gedurende die vierde ses maande ondervinding.....	13.90	10.18
Kelnerin, gekwalifiseer.....	12.00	9.42
Kelnerin, ongekwalifiseer— Gedurende die eerste ses maande ondervinding.....	8.80	7.10
Gedurende die tweede ses maande ondervinding.....	10.50	8.50

(b)

	Landdro- distrikte die Kaap, Wyn- berg, Bellville en Simonstad. Per uur of gedeelte van 'n uur. R	Landdro- distrikte Somerset- Wes en die Strand. Per uur of gedeelte van 'n uur. R
Deeltydse werknemer, man.....	0.70	0.56
Deeltydse werknemer, vrou.....	0.65	0.44

(c) (i) Los werknemers—in die landdrodistrikte die Kaap, Wynberg, Bellville en Simonstad.

Klas werknemer.	Vier uur diens of minder op enige be- paalde dag.	Meer as vier uur, maar hoogstens agt uur diens op enige be- paalde dag.	Vir elke uur of ge- deelte van 'n uur diens meer as agt uur op enige be- paalde dag.
	R	R	R
Kroegman.....	3.70	5.45	0.70
Kassier, man.....	4.90	6.55	0.80
Kassier, vrou.....	3.70	5.15	0.70
Kok, man.....	3.90	5.25	0.70
Kok, vrou.....	3.20	4.30	0.60
Kelner.....	2.25	3.55	0.50
Kelnerin.....	1.80	2.95	0.40
Graad II werknemer.....	1.15	2.00	0.30
Ander los werknemers nie hierbo gespesifiseer nie	1.80	2.95	0.40

	Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown. Per Week. R	Magisterial Districts of Somerset West and Strand. Per Week. R
Waiter, unqualified— During the first six months' ex- perience.....	9.45	7.10
During the second six months' ex- perience.....	10.95	8.26
During the third six months' ex- perience.....	12.20	9.23
During the fourth six months' ex- perience.....	13.90	10.18
Waitress, qualified.....	12.00	9.42
Waitress, unqualified— During the first six months' ex- perience.....	8.80	7.10
During the second six months' ex- perience.....	10.50	8.50

(b)

	Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown. Per hour or part of an hour. R	Magisterial Districts of Somerset West and Strand. Per hour or part of an hour. R
Part-time Employee, male.....	0.70	0.56
Part-time Employee, female.....	0.65	0.44

(c) (i) Casual Employees—in the Magisterial Districts of the Cape Wynberg, Bellville and Simonstown.

Class of Employee.	Four hours Employment or less in any one Day.	Over four hours but not exceeding eight hours Employment in any one Day.	For each Hour or Part thereof of Employ- ment in Excess of eight Hours in any one Day.
	R	R	R
Barman.....	3.70	5.45	0.70
Cashier, male.....	4.90	6.55	0.80
Cashier, female.....	3.70	5.15	0.70
Cook, male.....	3.90	5.25	0.70
Cook, female.....	3.20	4.30	0.60
Waiter.....	2.25	3.55	0.50
Waitress.....	1.80	2.95	0.40
Grade II Employee.....	1.15	2.00	0.30
Other casuals not herein before specified.....	1.80	2.95	0.40

(c) (ii) Los werknemers—in die landdrosdistrikte Somerset-Wes en die Strand.

Klas werknemer.	Vier uur diens of minder op enige bepaalde dag.	Meer as vier uur, maar hoogstens agt uur diens op enige bepaalde dag.	Vir elke uur of gedeelte van 'n uur diens meer as agt uur op enige bepaalde dag.
	R	R	R
Kroegman.....	2.69	3.68	0.40
Kassier, man.....	4.04	5.73	0.57
Kassier, vrou.....	2.91	3.68	0.40
Kok, man.....	3.56	4.19	0.40
Kok, vrou.....	2.69	3.44	0.40
Kelner.....	1.64	2.63	0.34
Kelnerin.....	1.43	2.19	0.30
Graad II werknemer.....	0.91	1.41	0.12
Ander los werknemers nie hierbo gespesifiseer nie...	1.43	2.19	0.30

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule en behoudens die bepaling in klousule 16 is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en behoudens die bepaling van subklousule (3) en klousule 6 (6), moet aan 'n werknemer, ten opsigte van 'n week, minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, hetsy hy gedurende dié week die maksimum getal gewone ure, voorgeskryf in klousule 7 (1), of minder, gewerk het.

(3) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers, uitgesonderd 'n graad II-werknemer, vereis of hom toelaat om vir meer as altesaam een ononderbroke uur of vir meer as twee tydperke van 30 minute elk of minder op enige dag, en 'n werkgewer wat van sy graad II-werknemer vereis of hom toelaat om vir enige tydperk op enige dag, hetsy benewens sy eie werk, of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié vir sy eie klas; of

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

in subklousule (1) voorgeskryf word, moet dié werknemer ten opsigte van die hele dag waarop hy dié werk verrig, soos volg betaal:—

(A) In 'n sewedaagse bedryfsinrigting—

(i) in die geval in paragraaf (a) van subklousule (3) van hierdie klousule genoem, een-sewende van sodanige hoër loon;

(ii) in die geval in paragraaf (b) van subklousule (3) van hierdie klousule genoem, een-sewende van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus 30 persent.

(B) In 'n sesdaagse bedryfsinrigting—

(i) in die geval in paragraaf (a) van subklousule (3) van hierdie klousule genoem, een-sesde van dié hoër loon;

(ii) in die geval in paragraaf (b) van subklousule (3) van hierdie klousule genoem, een-sesde van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus 30 persent;

Met dien verstande dat in die geval van 'n werknemer in paragraaf (A) (ii) en (B) (ii) genoem, so 'n werknemer nie ten opsigte van die dag waarop hy die werk verrig, op 'n totale bedrag geregtig is wat groter is as dié wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas verskuldig sou gewees het teen die skaal wat in subklousule (1) voorgeskryf word nie: Voorts met dien verstande dat as die enigste verskil tussen klasse kragtens subklousule (1) op ondervinding, geslag of ouderdom gebaseer is, of as van 'n werknemer verlang word om vir hoogstens een dag in enige week die plek van 'n ander werknemer te neem gedurende laasgenoemde se diensvrytydperk in klousule 7 (3) genoem, die bepaling van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 6 (1) maandeliks betaal word, moet die bedrag van dié loon bereken word teen die skaal van vier en een-derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(c) (ii) Casual Employees—in the Magisterial Districts of Somerset West and the Strand.

Class of Employee.	Four hours Employment or less in any one Day.	Over four hours but not exceeding eight hours Employment in any one Day.	For each Hour or Part thereof of Employment in Excess of eight Hours in any one Day.
	R	R	R
Barman.....	2.69	3.68	0.40
Cashier, male.....	4.04	5.73	0.57
Cashier, female.....	2.91	3.68	0.40
Cook, male.....	3.56	4.19	0.40
Cook, female.....	2.69	3.44	0.40
Waiter.....	1.64	2.63	0.34
Waitress.....	1.43	2.19	0.30
Grade II Employee.....	0.91	1.41	0.12
Other casuals not herein before specified.....	1.43	2.19	0.30

(2) *Basis of Contract*.—For the purpose of this clause and subject to the provisions of Clause 16 the basis of contract of employment of an employee other than a casual employee shall be weekly and save as provided in subclause (3) and Clause 6 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in Clause 7 (1) or less.

(3) *Differential Wage*.—An employer who requires or permits a member of one class of his employees other than a grade II employee to perform for longer than one consecutive hour, or for not more than two periods of thirty minutes each or less on any one day, and an employer who requires or permits his grade II employee to perform for any period of any day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

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

is prescribed in subclause (1) shall pay to such employee in respect of the whole day on which he performs such work:—

(A) In a seven-day establishment—

(i) in the case referred to in paragraph (a) of subclause (3) of this clause, one-seventh of such higher wages;

(ii) in the case referred to in paragraph (b) of subclause (3) of this clause, one-seventh of the wage prescribed in subclause (1) for an employee of his class, plus 30 per cent.

(B) In a six-day establishment—

(i) in the case referred to in paragraph (a) of subclause (3) of this clause, one-sixth of such higher wage;

(ii) in the case referred to in paragraph (b) of subclause (3) of this clause, one-sixth of the wage prescribed in subclause (1) for an employee of his class, plus 30 per cent;

provided that in the case of an employee referred to in paragraph (A) (ii) and (B) (ii) such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount which would have accrued to a qualified employee in such higher class at the rate prescribed in subclause (1); provided further that where the sole difference, between classes is in terms of subclause (1) based on experience, sex or age, or where an employee is required for not more than one day in any week to take the place of any other employee during the latter's free period referred to in clause 7 (3), the provisions of this subclause shall not apply.

(4) *Calculation of Monthly Wage*.—Whenever the wage due to an employee is in terms of clause 6 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in subclause (1) for an employee of his class.

(5) *Vervoertoelae*.—Tensy die werkgewer kostelose vervoer verskaf, moet aan 'n los werknemer, benewens die loon wat in klousule 4 (1) (c) voorgeskryf word, sy spoor-, trem- of busgeld van sy woonplek na sy werkplek en terug betaal word.

(6) *Kleretoelae*.—As 'n werkgewer van 'n werknemer vereis om 'n aandpak of 'n wit baadjie te dra (tensy dié kledingstukke deur die werkgewer verskaf word) moet hy die werknemer ten opsigte van elke sodanige geleentheid en benewens die loon wat in klousule 4 (1) (c) voorgeskryf word, 'n bedrag van minstens 25 sent ten opsigte van 'n aandpak en 10 sent ten opsigte van 'n wit baadjie betaal.

(7) *Etes of toelae vir etes*.—As 'n los werknemer gedurende die etensuur van 'n bedryfsinrigting diens doen, moet sy werkgewer hom van 'n ete voorsien of hom, benewens die loon wat in klousule 4 (1) (c) voorgeskryf word, 'n bedrag van minstens 10 sent betaal as hy 'n ander werknemer as 'n koksassistent, graad I-werknemer, of graad II-werknemer is, en minstens 5 sent as hy 'n koksassistent, graad I-werknemer of graad II-werknemer is.

(8) (i) *Toelae vir lang diens*.—In die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad:—

Benewens die weekloon wat aan 'n werknemer betaal moet word, moet 'n werkgewer jaarliks aan elke werknemer wat in diens van dieselfde werkgewer was vir die ononderbroke tydperke hieronder aangedui, die toelae soos aangedui betaal:—

(a) 3 jaar: 'n toelae van R10 vir lang diens aan alle werknemers wat 'n maksimum weeklikse besoldiging van R15 ontvang.

(b) 3 jaar: 'n toelae van R12 vir lang diens aan alle werknemers wat 'n weeklikse besoldiging van R15.01 of meer ontvang.

(c) 4 jaar: 'n toelae van R10 vir lang diens aan alle werknemers wat 'n maksimum weeklikse besoldiging van R15 ontvang.

(d) 4 jaar: 'n toelae van R12 vir lang diens aan alle werknemers wat 'n weeklikse besoldiging van R15.01 of meer ontvang.

(e) 5 jaar: 'n toelae van R10 vir lang diens aan alle werknemers wat 'n maksimum weeklikse besoldiging van R15 ontvang.

(f) 5 jaar: 'n toelae van R12 vir lang diens aan alle werknemers wat 'n weeklikse besoldiging van R15.01 of meer ontvang.

(g) 6 jaar: 'n toelae van R20 vir lang diens aan alle werknemers wat 'n maksimum weeklikse besoldiging van R15 ontvang.

(h) 6 jaar: 'n toelae van R23 vir lang diens aan alle werknemers wat 'n weeklikse besoldiging van R15.01 of meer ontvang.

(i) 7 jaar: 'n toelae van R20 vir lang diens aan alle werknemers wat 'n maksimum weeklikse besoldiging van R15 ontvang.

(j) 7 jaar: 'n toelae van R23 vir lang diens aan alle werknemers wat 'n weeklikse besoldiging van R15.01 of meer ontvang.

(k) 8 jaar: 'n toelae van R20 vir lang diens aan alle werknemers wat 'n maksimum weeklikse besoldiging van R15 ontvang.

(l) 8 jaar: 'n toelae van R23 vir lang diens aan alle werknemers wat 'n weeklikse besoldiging van R15.01 of meer ontvang.

(m) 9 jaar of langer: 'n toelae van R30 vir lang diens aan alle werknemers wat 'n maksimum weeklikse besoldiging van R15 ontvang.

(n) 9 jaar of langer: 'n toelae van R35 vir lang diens aan alle werknemers wat 'n weeklikse besoldiging van R15.01 of meer ontvang.

(8) (ii) *Toelae vir lang diens*.—In die landdrosdistrikte Somerset-Wes en die Strand:

Benewens die weekloon wat aan 'n werknemer betaal moet word, moet 'n werkgewer jaarliks aan elke werknemer wat in diens van dieselfde werkgewer was vir die ononderbroke tydperke hieronder aangedui, die toelae soos aangedui betaal:—

3 jaar: 'n toelae van R9.55 vir lang diens.

4 jaar: 'n toelae van R9.55 vir lang diens.

5 jaar: 'n toelae van R9.55 vir lang diens.

6 jaar: 'n toelae van R19.10 vir lang diens.

7 jaar: 'n toelae van R19.10 vir lang diens.

8 jaar: 'n toelae van R19.10 vir lang diens.

9 jaar of langer: 'n toelae van R27.60 vir lang diens.

(5) *Transport Allowance*.—A casual employee shall unless transport is provided by the employer free of charge in addition to the wage prescribed in Clause 4 (1) (c) be paid his railway, tram or bus fare from his residence to his place of employment and back.

(6) *Dress Allowance*.—Whenever a casual employee is required by his employer to wear evening dress or a white jacket (unless such garments are provided by the employer) he shall in respect of each such occasion and in addition to the wage prescribed in Clause 4 (1) (c), be paid an amount not less than 25 cents in respect of evening dress and 10 cents in respect of white jacket.

(7) *Meals or Meal Allowance*.—Where a casual employee is on duty during the meal time of an establishment his employer shall provide him with a meal or shall pay to him in addition to the wage prescribed in Clause 4 (1) (c) an amount not less than 10 cents if he is an employee other than a cook's assistant, grade I employee, or grade II employee and not less than 5 cents if he is a cook's assistant, grade I employee or grade II employee.

(8) (i) *Long Service Allowance* (In the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown).—In addition to the weekly wage paid to an employee, an employer shall pay annually to each employee who has been employed with the same employer for a continuous period of—

(a) 3 years: A long-service allowance of R10 to all employees who are in receipt of a weekly wage of up to R15 per week.

(b) 3 years: A long-service allowance of R12 to all employees who are in receipt of a weekly wage of R15.01 or more per week.

(c) 4 years: A long-service allowance of R10 to all employees who are in receipt of a weekly wage of up to R15 per week.

(d) 4 years: A long-service allowance of R12 to all employees who are in receipt of a weekly wage of R15.01 or more per week.

(e) 5 years: A long-service allowance of R10 to all employees who are in receipt of a weekly wage of up to R15 per week.

(f) 5 years: A long-service allowance of R12 to all employees who are in receipt of a weekly wage of R15.01 or more per week.

(g) 6 years: A long-service allowance of R20 to all employees who are in receipt of a weekly wage of up to R15 per week.

(h) 6 years: A long-service allowance of R23 to all employees who are in receipt of a weekly wage of R15.01 or more per week.

(i) 7 years: A long-service allowance of R20 to all employees who are in receipt of a weekly wage of up to R15 per week.

(j) 7 years: A long-service allowance of R23 to all employees who are in receipt of a weekly wage of R15.01 or more per week.

(k) 8 years: A long-service allowance of R20 to all employees who are in receipt of a weekly wage of up to R15 per week.

(l) 8 years: A long-service allowance of R23 to all employees who are in receipt of a weekly wage of R15.01 or more per week.

(m) 9 years or longer: A long-service allowance of R30 to all employees who are in receipt of a weekly wage of up to R15 per week.

(n) 9 years or longer: A long-service allowance of R35 to all employees who are in receipt of a weekly wage of R15.01 or more per week.

(8) (ii) *Long Service Allowance* (In the Magisterial Districts of Somerset West and Strand).—In addition to the weekly wage paid to an employee, an employer shall pay annually to each employee who has been employed with the same employer for a continuous period of—

3 years: A long service allowance of R9.55

4 years: A long service allowance of R9.55

5 years: A long service allowance of R9.55

6 years: A long service allowance of R19.10

7 years: A long service allowance of R19.10

8 years: A long service allowance of R19.10

9 years or longer: A long service allowance of R27.60.

5. LEWENSKOSTETOELAE.

Die lone betaalbaar ingevolge die bepalings van klousule 4 (1) (a), (b) en (c) moet lewenskostetoelae insluit, met dien verstande dat indien die lewenskostetoelae ingevolge die bepalings van Oorlogsmaatreël No. 43 van 1942, soos gewysig, of plaasvervangende wetgewing of wetgewing wat in die plek daarvan kom, vermeerder word, die besoldiging van die werknemers dienoreenkomstig vermeerder moet word.

6. BETALING VAN BESOLDIGING.

(1) 'n *Werknemer, uitgesonderd 'n los werknemer*.—Behoudens die bepalings van klousule 8 (3), moet enige bedrag aan 'n werknemer verskuldig, weekliks, of as 'n werkgewer en werknemer aldus ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind, en dit moet in 'n koert wees waarop die naam van die werkgewer en van die werknemer, die werknemer se beroep, die getal gewone ure en oortydure gewerk, die verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word, genoem word.

(2) *Los werknemer*.—'n Werkgewer moet die besoldiging wat aan sy los werknemer verskuldig is, by diensbeëindiging in kontant betaal.

(3) *Premies*.—Geen betaling mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van werkverskaffing aan, of opleiding van 'n werknemer nie.

(4) *Koop van goedere*.—'n Werkgewer mag nie van sy werknemer vereis om van hom of van enige winkel of persoon deur hom aangewys, goedere te koop nie.

(5) *Etes en huisvesting*.—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, en die Bantoe-arbeid Regelingswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om van hom etes en/of huisvesting aan te neem of by enige persoon, of op enige plek, deur hom aangewys, etes en/of huisvesting aan te neem nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer mag sy werknemer geen boetes oplê nie, nóg enige bedrae van sy werknemer se besoldiging aftrek, uitgesonderd die volgende:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof-, siekte-, versekerings- of pensioenfondse.

(b) 'n Bedrag vir heffings ingevolge klousule 20 van hierdie Ooreenkoms en vir die voorsorgfondse.

(c) Behalwe waar dit anders in hierdie Ooreenkoms bepaal word, wanneer 'n werknemer van die werk afwesig is, maar nie op las of op versoek van sy werkgewer nie, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat dié werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het.

(d) Enige bedrag wat 'n werknemer ingevolge enige wet of enige bevel van 'n bevoegde hof, verplig of toegelaat word om af te trek.

(e) As 'n werknemer, uitgesonderd 'n los werknemer, toestem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet 1945, of die Bantoe-arbeid Regelingswet, 1911, verplig is om van sy werkgewer etes en/of huisvesting aan te neem, 'n bedrag van hoogstens ondergenoemde:—

(i) *Werknemer, uitgesonderd 'n hoteljoggie, hysbakbediende, nagwag, kroegjong, koksassistent, vroulike graad I-werknemer en graad II-werknemer:*

	Per week.	Per maand.
	R	R
Etes.....	1.45	6.28
Huisvesting.....	0.80	3.47
Etes en huisvesting.....	2.25	9.75

(ii) *Hoteljoggie, hysbakbediende, nagwag, kroegjong, koksassistent, vroulike graad I-werknemer en graad II-werknemer:*

	Per week.	Per maand.
	R	R
Etes.....	0.69	3.00
Huisvesting.....	0.46	2.00
Etes en huisvesting.....	1.15	5.00

(f) As 'n kroegman toestem om minder as drie etes per dag aan te neem, 'n aftrekking van 10 sent vir elke ete wat verskaf word;

(g) 'n Aftrekking vir ledegeld aan die vakverenigings ingevolge klousule 26 van hierdie Ooreenkoms.

5. COST-OF-LIVING ALLOWANCE.

The wages payable in terms of Clause 4 (1) (a) (b) and (c) shall include cost of living allowance, provided that if the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, is increased, the remuneration of the employees shall be increased accordingly.

6. PAYMENT OF REMUNERATION.

(1) *An employee other than a Casual Employee*.—Save as provided in Clause 8 (3) any amount due to an employee shall be paid in cash weekly, or if the employer and employee have agreed thereto, 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, and shall be contained in an envelope showing thereon the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

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

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

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

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

(a) With the written consent of the employee a deduction for holiday, sick, insurance or pension funds.

(b) A deduction for levies in terms of clause 20 of this Agreement, and for the Provident Fund.

(c) Except where otherwise provided in this Agreement, whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.

(d) A deduction of any amount which an employer by any statutory law or any order of any competent court is required or permitted to make.

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

(i) *Employee other than page, lift attendant, night watchman, barboy, cook's assistant, grade I female, and grade II employee:*

	Per week.	Per month.
	R	R
Board.....	1.45	6.28
Lodging.....	0.80	3.47
Board and lodging.....	2.25	9.75

(ii) *Page, lift attendant, night watchman, barboy, cook's assistant, grade I female and grade II employee:*

	Per week.	Per month.
	R	R
Board.....	0.69	3.00
Lodging.....	0.46	2.00
Board and lodging.....	1.15	5.00

(f) Where a barman agrees to accept less than three meals per day a deduction of 10 cents for each meal supplied.

(g) A deduction for subscriptions to the Trade Unions in terms of clause 26 of this Agreement.

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

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is in enige week hoogstens—

In die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad:—

(a) in 'n sewedaagse bedryfsinrigting—

(i) in die geval van 'n kroegman, 51 uur;
(ii) in die geval van 'n kelner, 'n kelnerin of 'n wynkelner, 54 uur;

(iii) in die geval van alle ander werknemers, 55 uur;

(b) in 'n sesdaagse bedryfsinrigting—

(i) in die geval van 'n kroegman, 50 uur;
(ii) in die geval van alle ander werknemers, 52 uur.

(c) Die gewone werkure van 'n los werknemer is hoogstens nege op enige dag.

In die landdrosdistrikte Somerset-Wes en die Strand:—

(a) in 'n sewedaagse bedryfsinrigting—

(i) in die geval van 'n kroegman, 53 uur;
(ii) in die geval van 'n kelner, 'n kelnerin of wynkelner, 57 uur;

(iii) in die geval van alle ander werknemers, 58 uur;

(b) in 'n sesdaagse bedryfsinrigting—

(i) in die geval van 'n kroegman, 50 uur;
(ii) in die geval van alle ander werknemers, 52 uur.

(c) Die gewone werkure van 'n los werknemer is hoogstens nege op enige dag.

(2) *Etenspouses*.—Elke werknemer moet vir elke ete wat binne sy werkure val, minstens dertig minute toegestaan word, en gedurende dié tyd mag hy nie toegelaat word om te werk nie en geen werknemer mag sonder 'n pouse van minstens dertig minute vir 'n ete, langer as ses uur werk nie; sulke etenstye is in die werkdagindeling inbegrepe, maar vorm nie deel van die ure wat gewerk word nie.

(3) *Weeklikse diensvrytyd in sewedaagse bedryfsinrigtings*.—'n Werkgewer moet—

(a) aan elkeen van sy werknemers, uitgesonderd 'n sjef, hoofkok of kok, of—

(i) een diensvrytydperk van minstens 24 aaneenlopende ure van middernag tot middernag in elke week; of

(ii) behoudens klousule 8 (1) (c), as die werkgewer en sy werknemer aldus ooreenkom, een diensvrytydperk van 24 aaneenlopende ure van middernag tot middernag in een week, en een diensvrytydperk van minstens 14 aaneenlopende ure van 2.30 nm. in die ander week van elke 14 dae;

(b) aan sy sjef, hoofkok of kok een diensvrytydperk van minstens 16 aaneenlopende ure vanaf 2.30 nm. in elke week, toestaan;

waarin hy van sodanige werknemer nie mag vereis of hom mag toelaat om te werk nie: Met dien verstande dat as 'n werknemer se weeklikse rustydsperk op enigiens van die openbare vakansiedae wat in klousule 10 van hierdie Ooreenkoms genoem word, toegestaan word, aan so 'n werknemer of 'n bykomstige dag vry gegee moet word of aan hom een ekstra dag se loon in plaas daarvan betaal moet word.

(4) *Oortyd*.—Alle ure wat meer as die gewone ure, voorgeskryf in sub-klousule (1), gewerk word, word as oortyd gereken.

(5) *Beperking van oortydwerk*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as nege uur oortyd gedurende enige week te werk nie.

(6) *Betaling vir oortydwerk*.—'n Werkgewer moet sy werknemer ten opsigte van elke uur wat so 'n werknemer oortyd werk, betaal teen 'n skaal van minstens een en 'n half maal sy gewone loonskaal, en dié uurloon word bereken deur die loonskaal wat betaal word, plus die helfte daarvan, te deel deur die getal ure wat 'n werknemer van sy klas toegelaat word om te werk soos voorgeskryf in subklousule (1). Oortyd wat gewerk word, moet weekliks bereken word en 'n gedeelte van 'n uur wat gewerk is, word as een uur gereken.

(7) *Werkdagindeling*.—Alle werkure en etenspouses moet binne 'n werkdagindeling van veertien uur voltooi word.

(8) *Voorbehoudsbepalings*.—(i) In die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad is die bepaling van hierdie klousule nie op 'n bestuurder, die vrou van 'n bestuurder, 'n bestuurderes of 'n werknemer wat besoldiging teen 'n skaal van R2,080 of meer per jaar ontvang, van toepassing nie, en sub-klousules (3) en (7) is nie op 'n portier of los werknemer van toepassing nie en subklousule (7) is nie op 'n nagwag van toepassing nie;

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

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

In the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown:—

(a) in a seven-day establishment—

(i) in the case of a barman, 51 hours;
(ii) in the case of a waiter, a waitress and a wine steward, 54 hours;

(iii) in the case of all other employees, 55 hours;

(b) in a six-day establishment—

(i) in the case of a barman, 50 hours;
(ii) in the case of all other employees, 52 hours.

(c) The ordinary hours of work of a casual employee shall not exceed nine on any day.

In the Magisterial Districts of Somerset West and the Strand:—

(a) in a seven-day establishment—

(i) in the case of a barman, 53 hours;
(ii) in the case of a waiter, a waitress and a wine steward, 57 hours;

(iii) in the case of all other employees, 58 hours;

(b) in a six-day establishment—

(i) in the case of a barman, 50 hours;
(ii) in the case of all other employees, 52 hours.

(c) The ordinary hours of work of a casual employee shall not exceed nine on any day.

(2) *Meal Breaks*.—Every employee shall be granted not less than thirty minutes for each meal falling within his hours of work, during which time he shall not be allowed to work and no employee shall work longer than six hours without an interval of at least thirty minutes for a meal; such meal times shall be included in the spreadover but shall not form part of the hours worked.

(3) *Weekly Time off Duty in Seven-Day Establishments*.—An employer shall grant—

(a) to each of his employees other than a chef, head cook or cook, either—

(i) one free period of twenty-four consecutive hours from midnight to midnight in each week; or

(ii) subject to clause 8 (1) (c), if the employer and his employee agrees thereto, one free period of twenty-four consecutive hours from midnight to midnight in one week and one free period of not less than fourteen consecutive hours from 2.30 p.m. in the other week of each fortnight;

(b) to his chef, head cook or cook one free period of not less than sixteen consecutive hours from 2.30 p.m. in each week;

during which periods he shall not require or permit such employee to work: Provided that where an employee's weekly rest period is granted on any one of the public holidays mentioned in clause 10 of this Agreement, such employee shall be given either an additional day off duty or be paid one extra day's wages in lieu thereof.

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

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

(6) *Payment for Overtime*.—An employer shall pay to his employee in respect of each hour of overtime worked by such employee at a rate of not less than one and one-half times his ordinary rate of wages, such hourly wages to be calculated by dividing the rate of wages paid plus one-half, by the number of hours permitted to be worked by an employee of his class as prescribed in subclause (1). Calculation of overtime worked shall be reckoned weekly and any portion of an hour worked shall be deemed to be one hour.

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

(8) *Savings*.—(i) In the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown the provisions of this clause shall not apply to a manager, the wife of the manager, a manageress or to an employee who is in receipt of a wage at the rate of R2,080 or more per annum, and subclauses (3) and (7) shall not apply to a porter, casual employee and subclause (7) shall not apply to a night watchman.

(ii) in die landdrosdistrikte Somerset-Wes en die Strand is die bepalinge van hierdie klousule nie op 'n bestuurder, die vrou van 'n bestuurder, 'n bestuurderes of 'n werknemer wat besoldiging teen 'n skaal van R1,705.60 of meer per jaar ontvang, van toepassing nie, en subklousules (3) en (7) is nie op 'n portier of los werknemer van toepassing nie en subklousule (7) is nie op 'n nagwag van toepassing nie.

8. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgewer ten opsigte van elke volle jaar diens by hom, die volgende verlof met volle betaling toestaan:—

(a) Aan sy sjef, hoofkok en kok, vier agtereenvolgende weke;

(b) (i) in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad aan sy bestuurder, die vrou van die bestuurder, 'n bestuurderes, portier, nagwag en werknemers wat besoldig word teen 'n skaal van R2,080 of meer per jaar, drie agtereenvolgende weke;

(ii) in die landdrosdistrikte Somerset-Wes en die Strand aan sy bestuurder, die vrou van die bestuurder, 'n bestuurderes, portier, nagwag en werknemers wat besoldig word teen 'n skaal van R1,705.60 of meer per jaar, drie agtereenvolgende weke;

(c) aan elkeen van sy werknemers wie se weeklikse diensvrytydperk kragtens klousule 7 (3) (a) (ii) toegestaan word, drie agtereenvolgende weke;

(d) aan elkeen van sy ander werknemers, twee agtereenvolgende weke;

(e) en aan al die werknemers in subklousules (b), (c) en (d) genoem wat drie of meer agtereenvolgende jare diens by dieselfde werkgewer voltooi het, benewens die voorgaande, een ekstra week verlof met volle betaling, of een volle week se betaling in plaas daarvan. Alle verlof moet aaneenlopend wees.

(2) Die verlof in subklousule (1) bedoel, moet toegestaan word op 'n tyd wat die werknemer vasstel: Met dien verstande dat—

(i) indien sodanige verlof nie eerder toegestaan is nie, dit binne drie maande na beëindiging van die diensjaar waarop dit betrekking het, toegestaan moet word;

(ii) die tydperk van sodanige verlof nie mag saamval met met siekteverlof, toegestaan ooreenkomstig klousule 9 of met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;

(iii) in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n bykomende tydperk van verlof met volle betaling;

(iii) *bis.* in die landdrosdistrikte Somerset-Wes en die Strand, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Krugerdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n bykomende tydperk van verlof met volle betaling;

(iv) 'n werkgewer van sodanige verlof enige dag geleentheidsverlof kan aftrek wat aan sy werknemer op dié se skriftelike versoek met volle betaling toegestaan is gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het;

(v) geen werknemer gedurende sy verlof met volle betaling, vir loon of ander besoldiging mag werk nie;

(vi) vir die toepassing van hierdie klousule die uitdrukking „dieselfde werkgewer” in die geval van die verkoop van die besigheid, die koper daarvan insluit.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof in subklousule (1) genoem, moet op of voor die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word.

(4) 'n Werknemer wat vir 'n tydperk van minstens vier agtereenvolgende maande by dieselfde werkgewer in diens was en wie se dienskontrak in die eerste, of 'n daaropvolgende jaar diens by sodanige werkgewer eindig voordat die verlof, in subklousule (1) bedoel, opgeloopt het en na verloop van genoemde tydperk van vier maande, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging, in plaas van verlof en ten opsigte van elke voltooide maand van sodanige tydperk van korter as een jaar—

(a) in die geval van 'n sjef, hoofkok of 'n kok, minstens een-derde; en

(b) (i) in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad, in die geval van 'n bestuurder, die vrou van die bestuurder, 'n bestuurderes, portier, nagwag, 'n werknemer met 'n besoldiging teen 'n skaal van R2,080 of meer per jaar en 'n werknemer wie se weeklikse diensvrytyd toegestaan word kragtens klousule 7 (3) (a) (ii), minstens een-vierde;

(ii) In the Magisterial Districts of Somerset West and Strand the provisions of this clause shall not apply to a manager, the wife of the manager, a manageress or to an employee who is in receipt of a wage at the rate of R1,705.60 or more per annum, and subclauses (3) and (7) shall not apply to a porter, casual employee and subclause (7) shall not apply to a night watchman.

8. ANNUAL LEAVE.

(1) Subject to the provisions of subclause (2), an employer shall in respect of each completed year of employment with him grant on full pay—

(a) to his chef, head cook and cook, four consecutive weeks' leave;

(b) (i) in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown to his manager, the wife of the manager, a manageress, porter, night watchman and employees in receipt of a wage at the rate of R2080 or more per annum three consecutive weeks' leave;

(ii) in the Magisterial Districts of Somerset West and Strand to his manager, the wife of the manager, a manageress, porter, night watchman and employees in receipt of a wage at the rate of R1,705.60 or more per annum three consecutive weeks' leave;

(c) to each of his employees whose weekly time-off is granted in terms of clause 7 (3) (a) (ii), three consecutive weeks' leave;

(d) to each of his other employees, two consecutive weeks' leave;

(e) and in addition to the foregoing, an employer shall grant to all those employees specified in subclauses (b) (c) and (d) who have completed three or more consecutive years' service with the same employer, an extra one week's leave on full pay, or one week's full pay in lieu thereof. All leave to run consecutively.

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer; provided that—

(i) if such leave has not been granted earlier it shall be granted within 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 sick leave granted in terms of Clause 9 nor with any period of military training in pursuance of the Defence Act, 1957;

(iii) if in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown, New Year's Day, Good Friday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant or Christmas Day falls within the period of such leave another day shall in substitution for each such day be added to the said period as a further period of leave on full pay;

(iii) *bis.* if in the Magisterial Districts of Somerset West and the Strand, New Year's Day, Good Friday, Ascension Day, Kruger Day, Day of the Covenant or Christmas Day falls within the period of such leave another day shall in substitution for each such day be added to the said period as a further period of leave on full pay;

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

(v) no employee shall work for wages or other consideration whilst on leave of absence on full pay;

(vi) for the purpose of this clause the expression “the same employer” shall include in the case of the sale of the business the purchaser thereof.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in subclause (1) shall be paid not later than on the last work-day before the date of the commencement of such leave.

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

(a) in the case of a chef or head cook or cook, one-third; and

(b) (i) in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown in the case of a manager, the wife of the manager, a manageress, porter, night watchman an employee in receipt of wages at the rate of R2080 or more per annum and an employee whose weekly time-off is granted in terms of clause 7 (3) (a) (ii), one-fourth;

(ii) in die landdrostrikte Somerset-Wes en die Strand, in die geval van 'n bestuurder, die vrou van die bestuurder, 'n bestuurderes, portier, nagwag, 'n werknemer met 'n besoldiging teen 'n skaal van R1,705.60 of meer per jaar, en 'n werknemer wie se weeklikse diensvrytyd toegestaan word kragtens klousule 7 (3) (a) (ii), minstens een-vierde; en

(c) in die geval van alle ander werknemers, minstens een-sesde; van die weekloon, betaal word wat hy op die datum onmiddellik voor sodanige beëindiging ontvang het.

(5) Aan 'n werknemer wat geregtig geword het op verlof kragtens subklousule (1) en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrae, in subklousules (1) en (4) genoem, ten opsigte van verlof betaal word.

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

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;
- (c) van sy werk afwesig is op las of op versoek van sy werk-gewer;
- (d) met siekteverlof kragtens klousule 9 afwesig is;

wat altesame hoogstens tien weke in enige jaar beloop ten opsigte van items (a), (c) en (d), plus tot vier maande van enige tydperk van militêre diens wat gedurende dié jaar meegemaak is, en daar word beskou dat die mens soos volg begin:—

(i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het ingevolge die Ooreenkoms wat by Goewermentskennisgewing No. 1568 van 13 Oktober 1965 gepubliseer is, op verlof geregtig geword het, vanaf die datum waarop dié werknemer op dié verlof ingevolge dié ooreenkoms geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die aanvangsdatum van hierdie Ooreenkoms in diens was en op wie die Ooreenkoms wat by Goewermentskennisgewing No. 1568 van 13 Oktober 1965 gepubliseer is, van toepassing was, maar wat nie op verlof ingevolge daarvan geregtig geword het nie, vanaf die datum waarop dié diens begin het;

(iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werk-gewer in diens getree het, of vanaf die datum waarop hierdie Ooreenkoms van krag word, naamlik die jongste datum.

(7) **Voorbehoudsbepaling.**—Die bepalinge van hierdie klousule is nie op 'n deeltydse werknemer van toepassing nie.

(8) Vir die toepassing van hierdie klousule beteken „maand” 'n tydperk wat op enige datum van 'n kalendermaand begin en op die dag eindig wat dieselfde datum van die volgende kalendermaand voorafgaan.

9. SIEKTEVERLOF.

(1) Na vier maande diens by hom moet 'n werk-gewer, behoudens die bepalinge van subklousule (2) aan sy werknemer (uitgesonderd 'n los werknemer), wat van sy werk afwesig is weens ongeskiktheid, die volgende toestaan:—

(a) In die geval van 'n werknemer wat in 'n sewedaagse bedryfsinrigting werk, 14 werkdag; en

(b) in die geval van 'n werknemer wat in 'n sesdaagse bedryfsinrigting werk, 12 werkdag;

siekteverlof altesame gedurende enige tydperk van twaalf agtereenvolgende maande diens by hom en moet hy aan hom, ten opsigte van die afwesigheids tydperk kragtens die bepalinge hiervan, minstens die loon betaal wat hy sou ontvang het indien hy gedurende sodanige tydperk gewerk het: Met dien verstande dat as 'n werknemer 'n dienstyd van drie of meer agtereenvolgende jare by dieselfde werk-gewer het, hy siekteverlof vir een week ekstra toegestaan moet word.

(2) 'n Werk-gewer mag as 'n opskortende voorwaarde tot sy betaling van enige bedrag kragtens hierdie klousule deur 'n werknemer geëis ten opsigte van enige afwesigheid van die werk, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisyner onderteken is en die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Vir die toepassing van hierdie klousule het die uitdrukkinge—

(a) „diens” en „maand” dieselfde betekenis as in subklousules (6) en (8) van klousule 8;

(b) beteken „ongeskiktheid” die onvermoë om te werk weens 'n siekte of besering wat nie deur 'n werknemer se eie wangedrag veroorsaak is nie: Met dien verstande dat enige

(ii) in the Magisterial Districts of Somerset West and Strand, in the case of a manager, the wife of the manager, a manageress, porter, night watchman, an employee in receipt of wages at the rate of R1,705.60 or more per annum and an employee whose weekly time-off is granted in terms of clause 7 (3) (a) (ii), one-fourth;

(c) in the case of any other employee, one-sixth; of the weekly wage he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of leave the amounts referred to in subclauses (1) and (4).

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

(a) absent on leave in terms of subclause (1);

(b) undergoing military training in pursuance of the Defence Act, 1957;

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

(d) absent on sick leave in terms of clause 9;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (c) and (d) plus up to four months of any period of military training undergone in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of the Agreement published under Government Notice No. 1568 of the 13th October 1965, from the date on which such employee became entitled to such leave under such Agreement;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom the Agreement published under Government Notice No. 1568 of the 13th October 1965, applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

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

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

(8) For the purpose of this clause, “month” means a period commencing on any date of a calendar month and ending on the day preceding the same date of the following calendar month.

9. SICK LEAVE.

(1) Subject to the provisions of subclause (2) an employer shall grant to his employee (other than a casual employee) after the completion of four months' employment with him, who is absent from work through incapacity—

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

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

sick leave in the aggregate during any period of twelve consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that where an employee has had three or more consecutive years' service with the same employer, he shall be granted one extra week's sick leave.

(2) An employer may as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

(3) For the purpose of this clause the expression—

(a) “employment” and “month” shall have the same meaning as in subclauses (6) and (8) of clause 8;

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an

onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, as ongeskiktheid geag word slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie;

(c) omvat „dieselfde werkgewer”, in die geval van die verkoop van die besigheid, die koper daarvan.

10. OPENBARE VAKANSIEDAE.

In die landrostdistrikte die Kaap, Wynberg, Bellville en Simonstad moet daar aan 'n werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, verlof met volle betaling toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Kugerdag, Gelofte-dag en Kersdag; en in die landrostdistrikte Somerset-Wes en die Strand moet daar aan 'n werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, verlof met volle betaling toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Krugerdag, Gelofte-dag, en Kersdag, tensy van hom vereis word om op enige sodanige dag te werk, en dan moet sy werkgewer aan hom ten opsigte van enige sodanige dag ekstra besoldiging betaal teen 'n skaal van minstens een-sewende in die geval van sewedaagse bedryfsinrigtings, en een-sesde in die geval van sesdaagse bedryfsinrigtings, van die weekloon voorgeskryf in klousule 4 (1) van die Ooreenkoms.

11. GETALSVIRHOUDING.

(1) *Manlike klerk*.—'n Werkgewer mag geen ongekwalfiseerde manlike klerk in diens hê nie, tensy hy een gekwalfiseerde manlike klerk in diens het, en vir elke gekwalfiseerde manlike klerk in diens mag hy nie meer as een ongekwalfiseerde manlike klerk in diens hê nie.

(2) *Vroulike klerk*.—'n Werkgewer mag geen ongekwalfiseerde vroulike klerk in diens hê nie, tensy hy een gekwalfiseerde vroulike klerk in diens het, en vir elke gekwalfiseerde vroulike klerk in diens mag hy nie meer as een ongekwalfiseerde vroulike klerk in diens hê nie.

(3) *Kroegman*.—'n Werkgewer mag geen ongekwalfiseerde kroegman in diens hê nie, tensy hy een gekwalfiseerde kroegman in diens het, en vir elke gekwalfiseerde kroegman in diens mag hoogstens een ongekwalfiseerde kroegman in diens wees, wat alleen toegelaat sal word om onder voortdurende toesig van 'n gekwalfiseerde kroegman te werk.

(4) *Kok*.—'n Werkgewer mag geen ongekwalfiseerde kok in diens hê nie, tensy hy een gekwalfiseerde kok in diens het, en vir elke gekwalfiseerde kok mag nie meer as een ongekwalfiseerde kok in diens wees nie.

(5) *Portier*.—'n Werkgewer mag geen ongekwalfiseerde portier in diens hê nie, tensy hy een gekwalfiseerde portier in diens het en vir elke twee gekwalfiseerde portiers in diens mag hoogstens een ongekwalfiseerde portier in diens wees.

(6) *Kelner en/of kelnerin*.—'n Werkgewer mag nie 'n ongekwalfiseerde kelner in diens hê nie, tensy hy een gekwalfiseerde kelner in diens het, nóg 'n ongekwalfiseerde kelnerin in diens hê tensy hy een gekwalfiseerde kelnerin in diens het, en vir elke drie gekwalfiseerde kelnere in diens mag hoogstens een ongekwalfiseerde kelner in diens wees en vir elke drie gekwalfiseerde kelnerinne in diens mag hoogstens een ongekwalfiseerde kelnerin in diens wees.

(7) *Buiteverkoopbediende*.—Hierdie subklousule is slegs in die landrostdistrikte die Kaap, Wynberg, Bellville en Simonstad van toepassing.

(a) 'n Werkgewer mag geen ongekwalfiseerde buiteverkoopbediende in diens hê nie, tensy hy een gekwalfiseerde buiteverkoopbediende in diens het, en vir elke gekwalfiseerde buiteverkoopbediende in diens mag hoogstens een ongekwalfiseerde buiteverkoopbediende in diens wees, wat alleen toegelaat sal word om onder voortdurende toesig van 'n gekwalfiseerde buiteverkoopbediende werk.

(b) 'n Werkgewer mag geen ongekwalfiseerde klerklike assistent in die buiteverkoopafdeling in diens hê nie, tensy hy een gekwalfiseerde buiteverkoopbediende in diens het, en vir elke twee gekwalfiseerde buiteverkoopbediendes in diens mag hoogstens een ongekwalfiseerde klerklike assistent in die buiteverkoopafdeling in diens wees.

(8) Vir die toepassing van hierdie klousule—

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

(b) kan 'n werkgewer wat in sy eie bedryfsinrigting geheel en al of hoofsaaklik die werk van 'n klerk, kroegman of kok verrig, na gelang van die geval, as 'n gekwalfiseerde klerk, kroegman of kok, gereken word;

accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

(c) "the same employer" shall include in the case of the sale of the business, the purchase thereof.

10. PUBLIC HOLIDAYS.

In the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown, an employee, other than a casual employee and a part-time employee, shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant and Christmas Day; and in the Magisterial Districts of Somerset West and Strand, an employee, other than a casual employee and a part-time employee, shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Kruger Day, Day of the Covenant and Christmas Day; unless he is required to work on any such day, in which case his employer shall pay to him in respect of any such day extra wage at the rate of not less than one-seventh in the case of seven-day establishments and one-sixth in the case of six-day establishments, of the weekly wage prescribed in clause 4 (1) of the Agreement.

11. PROPORTION OR RATIO.

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

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

(3) *Barman*.—An employer shall not employ an unqualified barman unless he has in his employ one qualified barman and for each qualified barman employed not more than one unqualified barman may be employed, who shall only be permitted to work under the constant supervision of a qualified barman.

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

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

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

(7) *Off-Sales Attendant*.—This subclause is applicable only in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown.

(a) An employer shall not employ an unqualified off-sales attendant unless he has in his employ one qualified off-sales attendant and for each qualified off-sales attendant not more than one unqualified off-sales attendant may be employed, who shall only be permitted to work under the constant supervision of a qualified off-sales attendant.

(b) An employer shall not employ an off-sales clerical assistant unless he has in his employ one qualified off-sales attendant and for each two qualified off-sales attendants not more than one off-sales clerical assistant may be employed.

(8) For the purpose of this clause—

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

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

(c) as 'n werkgewer in meer as een bedryfsinrigting sy bedryf uitoefen, of as daar in 'n bedryfsinrigting meer as een kroeg is, word elke sodanige bedryfsinrigting of kroeg as 'n afsonderlike bedryfsinrigting of kroeg beskou, en kan sodanige werkgewer nie vir meer as een sodanige bedryfsinrigting of kroeg as 'n gekwalifiseerde klerk, kroegman of kok gereken word nie.

12. UNIFORMS OF WIT BAADJIES.

(1) 'n Werkgewer wat van sy werknemer, uitgesonderd 'n kroegman of los werknemer, vereis om 'n uniform, voorskoot of wit baadjie te dra, moet sodanige uniform, voorskoot of wit baadjie gratis verskaf en dit op eie koste laat skoonmaak en was, en in goeie en behoorlike toestand hou, maar sodanige kledingstuk bly die werkgewer se eiendom: Voorts, moet 'n werkgewer wat van sy werknemers vereis om broeke van 'n besondere kleur te dra, dit kosteloos verskaf of die werknemer vergoed deur hom 'n bedrag van minstens dertig set (30c) per week te betaal.

(2) 'n Werkgewer moet aan sy kroegmanne baadjies gratis verskaf om in die werk te dra, en hy moet dit op eie onkoste laat skoonmaak en was, en in 'n goeie en behoorlike toestand hou. Sulke baadjies bly die werkgewer se eiendom.

13. VERVOER NÁ URE.

As daar van 'n werknemer, uitgesonderd 'n los werknemer, vereis word om na die tydstop te werk wanneer openbare vervoer gewoonweg beskikbaar is, moet die werkgewer vervoer na die werknemer se huis verskaf of daarvoor betaal. Sodanige vervoer moet deur middel van 'n oordekte motorvoertuig met sitplekke wees, en nie later nie as 30 minute na beëindiging van sodanige diens, met dien verstande dat indien sodanige vervoer nie beskikbaar gestel word binne die voorgeskrewe 30 minute nie, 'n bykomende bedrag teen die skaal van oortydwerk aan so 'n werknemer betaal moet word vir elke uur of deel daarvan na verstryking van genoemde 30 minute totdat sodanige vervoer beskikbaar gestel is.

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

Geen werkgewer mag enigeen onder die leeftyd van sesien jaar in diens neem nie.

15. DIENSSERTIFIKATE.

By beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgewer aan dié werknemer 'n dienssertifikaat uitreik waarin die volle naam van die werkgewer en werknemer, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die besoldiging op die datum van sodanige beëindiging in onuitwisbare skrif vermeld word. Alle sertifikate wat deur so 'n werkgewer uitgereik word, moet in volgorde genommer word en 'n duplikaat van elke uitgereikte sertifikaat moet deur die werkgewer aan die Sekretaris van die Raad oorhandig word en bowendien moet werkgewers aan die einde van elke maand die Sekretaris van die Raad in kennis stel, met verstrekking van besonderhede in die vorm van Aanhangsel B, van werknemers wat gedurende die maand in diens geneem of ontslaan is.

16. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet—

(a) in die geval van 'n kroegman en 'n kroegjong, minstens 48 uur kennis gee; en

(b) in die geval van alle ander werknemers, minstens 48 uur gedurende die eerste diensmaand en daarna minstens een week kennis gee;

van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of sy werknemer kan die dienskontrak sonder kennisgewing beëindig deur die volgende aan die werknemer te betaal in plaas van sodanige kennisgewing of die volende aan die werkgewer te betaal of te verbeur in plaas daarvan, na gelang van die geval—

(a) In die geval van 'n kroegman en 'n kroegjong, 'n bedrag van minstens twee dae se betaling;

(b) in die geval van alle ander werknemers gedurende die eerste diensmaand, minstens twee dae se betaling;

(c) in die geval van werknemers vir wie daar nie in paragrafe (a) en (b) voorsiening gemaak word nie, minstens die weekloon wat die werknemer onmiddellik voor die datum van die diensbeëindiging ontvang het:

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

12. UNIFORMS OR WHITE COATS.

(1) An employer who requires his employee, other than a barman or casual employee, to wear a uniform, apron or white coat shall supply such uniform, apron or white coat free of charge and shall at his own expense clean and launder it and maintain it in a fit and proper state of repair, but such garment or article shall remain the property of the employer. Further, that where an employer requires employees to wear trousers of a particular colour, he shall supply such free of charge or compensate the employee by payment of an amount of not less than thirty cents (30c) per week.

(2) An employer shall supply his barman with a jacket free of charge, to be worn whilst on duty and shall at his own expense clean, launder and maintain it in a fit and proper state of repair. Such jacket shall remain the property of the employer.

13. LATE HOUR TRANSPORT.

Where an employee other than a casual employee is required to work after the hour when public transport is normally available, the employer shall provide or pay for transport to the employee's house. Such transport shall be by means of a covered motor vehicle with seating, not later than 30 minutes after termination of such employment, provided that if such transport is not made available within the specified 30 minutes, an additional amount at overtime rates shall be paid to such employee for each hour or part thereof after expiration of the said 30 minutes until such transport has been made available.

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

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

15. CERTIFICATES OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such an employee with an indelibly inscribed certificate of service showing the full names of the employer and the employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination. All certificates issued by such employer shall be numbered consecutively and a duplicate copy of each certificate issued shall be delivered by the employer to the Secretary of the Council, and in addition employers shall at the end of each month notify the Secretary of the Council giving particulars in the form of Annexure B of employees engaged and discharged during the month.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall—

(a) in the case of a barman, and a barboy, give not less than forty-eight hours' notice; and

(b) in the case of all other employees, not less than forty-eight hours' notice during the first month of employment and thereafter not less than one week's notice;

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

(a) in the case of a barman and a barboy an amount of not less than two days' pay;

(b) in the case of all other employees, during the first month of employment, not less than two days' pay;

(c) in the case of employees not provided for in paragraphs (a) and (b) not less than the weekly wage which the employee was receiving immediately before the date of such termination:

Met dien verstande dat dit geen inbreuk op die volgende maak nie—

(i) 'n Werkgewer of werknemer se reg om weens enige regsgeldige rede die dienskontrak sonder opsegging te beëindig;

(ii) enige skriftelike ooreenkoms tussen 'n werkgewer en werknemer vir 'n bepaalde dienstydperk of wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir altwee partye en, na gelang van die geval, vir langer as agt-en-veertig uur of een week.

(2) As 'n ooreenkoms kragtens voorbehoudsbepaling (ii) van subklousule (1) aangegaan word, moet die betaling of verbeuring in plaas van die diensopsegging in verhouding wees tot die termyn van diensopsegging soos ooreengekom.

(3) Die diensopsegging in subklousule (1) bedoel, tree in werking op die dag waarop dit gegee word: Met dien verstande dat die termyn van diensopsegging nie mag saamval nie met en diensopsegging nie gegee mag word nie gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 8 of siekteverlof kragtens klousule 9 of enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957.

17. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop die vrystelling verleen word en die termyn wat die vrystelling van krag sal wees, vasstel: Met dien verstande dat die Raad na goedvinde enige vrystellingsertifikaat kan intrek met een week skriftelike kennisgewing aan die betrokke persoon, hetsy die termyn waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, 'n vrystellingsertifikaat uitreik, deur hom, of in sy afwesigheid, deur sy gemagtigde plaasvervanger onderteken waarin die volgende vermeld word—

- (a) Volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sulke vrystellings verleen word; en
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word 'n kopie bewaar;
- (c) as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur; en
- (d) 'n kopie van elke vrystellingsertifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Kaapstad, stuur.

18. UITLEG VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en wat as 'n leidraad vir werkgevers en werknemers menings mag uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

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

19. BESTAANDE KONTRAKTE.

Enige dienskontrak wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, is onderworpe aan die bepalings van hierdie Ooreenkoms.

20. UITGAWES VAN DIE RAAD.

Vir die uitgawes van die Raad word op die volgende wyse voorsiening gemaak:—

Elke werkgewer moet van die loon van elke werknemer wat permanent in sy diens is en wat onder hierdie Ooreenkoms val, 'n bedrag van vyf sent per week aftrek. By hierdie bedrag moet die werkgewer 'n gelyke bedrag voeg en die totale som, asook 'n lys in die vorm van Aanhangsel A, wat die getal werknemers in diens aangee, gegradeer ooreenkomstig die woordomsrywings in klousule 3 van hierdie Ooreenkoms vasgestel, nie later nie as die sewende dag van elke maand aan die Sekretaris van die Raad by die kantoor van die Nywerheidsraad, Strandsentrum, Strandstraat 37, Kaapstad, of Posbus 836, Kaapstad, stuur.

Provided that this shall not affect—

(i) the right of an employer or employee, to terminate the contract of employment without notice for any cause recognized by law as sufficient;

(ii) any written agreement between an employer and employee for a specific period of employment, or which provides for a period of notice of equal duration on both sides and for longer than forty-eight hours or one week, as the case may be.

(2) When an agreement is entered into in terms of proviso (ii) to subclause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in subclause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employees absence on annual leave in terms of clause 8 or sick leave in terms of clause 9, or with any period of military training in pursuance of the Defence Act, 1957.

17. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement.

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

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of subclause (1) of this clause a licence of exemption signed by himself, or in his absence the person authorized to act for him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which 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;
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned; and
- (d) forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, Cape Town.

18. INTERPRETATION OF AGREEMENT.

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

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

19. EXISTING CONTRACTS.

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

20. EXPENSES OF THE COUNCIL.

The expenses of the Council shall be met in the following manner:—

Every employer shall deduct from the wages of each employee in his permanent employ, governed by this Agreement, an amount of five cents per week. To this amount the employer shall add an equal amount and forward the total sum together with a list in the form of Annexure A showing the number of employees employed, graded in accordance with definitions as laid down in Clause 3 of this Agreement, to the Secretary of the Council, not later than the seventh day of each month at the office of the Industrial Council, Strand Centre, 37 Strand Street, Cape Town, or P.O. Box 836, Cape Town.

21. VERTONING VAN OOREENKOMS.

'n Leesbare eksemplaar van hierdie Ooreenkoms in albei amp-
telike tale en in die vorm by die regulasies kragtens die Wet
voorgeskrif, moet op 'n opvallende plek in elke bedryfsinrig-
ting vertoon word.

22. AGENTE.

Die Raad moet een of meer aangewese persone aanstel as
agente om te help by die toepassing van die bepalings van
hierdie Ooreenkoms, en elke werkgewer en werknemer is ver-
plig om sulke agente toe te laat om dié navrae te doen en dié
boeke en/of dokumente na te gaan en dié persone te ondervra
wat vir hierdie doel nodig mag wees.

23. VAKVERENIGINGVERTEENWOORDIGERS IN
DIE RAAD.

Werkgewers moet aan enigen van hul werknemers wat ver-
teenwoordigers in die Raad is, alle redelike fasiliteite verleen om
hul pligte in verband met die Raad se werk te vervul.

24. LIDMAATSKAP VAN VAKVERENIGING EN
WERKGEWERSORGANISASIE.

Geen werknemer wat nie lid van die vakvereniging is nie, mag
deur 'n werkgewer wat lid van die werkgewersorganisasie is, vir
'n langer tydperk as 30 dae in diens geneem word nie en geen
werknemer wat lid van die vakvereniging is, mag vir 'n werk-
gewer wat nie lid van die werkgewersorganisasie is, werk nie:
Met dien verstande dat die bepalings van hierdie klousule nie
op 'n bestuurder, die bestuurder se vrou, of bestuurderes, of op
'n los werknemer van toepassing is nie:—

(a) Met dien verstande dat hierdie klousule nie van toe-
passing is nie in die geval waar, na die mening van die Raad,
aan 'n werkgewer of 'n werknemer lidmaatskap van die onder-
skeie organisasie sonder goeie rede geweier is, wat binne sewe
dae na die weiering aan die Raad gerapporteer moet word;

(b) voorts dat die bepalings van hierdie klousule nie van
toepassing is ten opsigte van 'n immigrant gedurende die
eerste jaar na die datum van sy binnekoms in die Republiek
van Suid-Afrika nie: Met dien verstande dat as 'n immigrant
te eniger tyd na die eerste drie maande vanaf die aanvang
van sy diens in die bedryf, 'n uitnodiging van die betrokke
vakvereniging om lid daarvan te word, van die hand gewys
het, die bepalings van hierdie klousule onmiddellik van krag
word;

(c) en voorts met dien verstande dat hierdie klousule nie
van toepassing is nie as 'n werknemer, na die mening van die
Minister, goeie rede het om daarteen beswaar te maak om 'n
lid van die vakvereniging te word of te bly.

25. BEWYS VAN LIDMAATSKAP VAN VAKVER-
ENIGING.

Bewys van lidmaatskap van die vakvereniging bestaan in die
vertoning van 'n lidmaatskapkaart wat deur die vakvereniging
uitgereik is en wat aantoon dat die persoon daarin genoem nie
meer as drie maande met sy ledegeld agterstallig is nie.

26. VAKVERENIGINGLEDEGELD.

Elke werkgewer moet van die loon van elke lid van die vak-
vereniging in sy diens, die ledegeld wat so 'n werknemer aan die
vakvereniging moet betaal, aftrek en die totale bedrag, asook 'n
lys van werknemers uiterlik op die sewende dag van elke maand
(a) ten opsigte van lede van die European Liquor & Catering
Trades Employees' Union aan die Sekretaris van genoemde
vakvereniging, Posbus 2884, of Kamer No. 508, Scottgebou,
Pleinstraat, Kaapstad, en (b) ten opsigte van lede van die Hotel,
Bar & Catering Trades Employees' Association aan die Sekretaris
van genoemde Vereniging, Exchangegebou 309, St. Georgestraat
28, Kaapstad, stuur en dié ledegeld moet van die eerste betaling
van lone in elke maand afgetrek word. Die sekretaris van die
vakverenigings moet die betrokke werkgewers van tyd tot tyd
van die ledegeldskaal in kennis stel.

27. ALGEMEEN.

Niks in hierdie Ooreenkoms word beskou dat dit magtiging
verleen vir die indiensneming van enige persoon wat ingevolge
enige statutêre wet verbode is, of diensverrigting deur enige per-
soon op enige tyd of tye wat by enige statutêre wet verbode is
nie.

Namens die partye hierby op hede die 6de dag van September
1967 in Kaapstad onderteken.

A. FREEDBERG,
Voorsitter van die Raad.

N. G. FORSYTH,
Ondervoorsitter van die Raad.

E. PURCELL,
Sekretaris van die Raad.

21. EXHIBITION OF AGREEMENT.

A legible copy of this Agreement in both official languages
and in the form prescribed in the regulations under the Act
shall be exhibited in a prominent place in every establishment.

22. AGENTS.

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

23. TRADE UNION REPRESENTATIVES ON THE
COUNCIL.

Employers shall give to any of their employees who are repre-
sentatives on the Council every reasonable facility to attend to
their duties in connection with work of the Council.

24. UNION AND ASSOCIATION MEMBERSHIP.

No employee who is not a member of the trade union shall
be employed by an employer who is a member of the employer's
organisation for a period in excess of thirty days, and no
employee who is a member of the trade union shall work for an
employer who is not a member of the employers' organisation:
Provided that the provisions of this clause shall not apply to a
manager, the manager's wife or manageress or to casual
employees:—

(a) Provided that this clause shall not apply where an
employer or employee has in the opinion of the Council been
refused membership of the respective organisation without good
cause, which refusal shall be notified to the Council within seven
days of such refusal;

(b) further that the provisions of this clause shall not apply
in respect of an immigrant during the first year after the date
of his entry into the Republic of South Africa: Provided that if
any immigrant has at any time after the first three months of
commencement of his employment in the industry refused any
invitation from the trade union concerned to become a member
of it, the provisions of this clause shall immediately come into
operation;

(c) and provided further that this clause shall not apply where
an employee in the opinion of the Minister, has good cause for
objecting to becoming or remaining a member of the trade union.

25. PROOF OF MEMBERSHIP OF TRADE UNION.

Proof of membership of the trade union shall be the produc-
tion of a membership card issued by the union showing that the
person named therein is not more than three months in arrear
with his subscriptions.

26. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from the wages of each member
of the Trade Union in his employ, the membership subscription
payable by such employee to the Trade Union, and shall for-
ward the total amount, together with a list of employees (a)
in respect of members of the European Liquor & Catering Trades
Employees' Union, to the Secretary of the said Union, P.O. Box
2884, or Room 508, Scott's Building, Plain Street, Cape Town
and (b) in respect of members of the Hotel, Bar & Catering
Trades Employees' Association to the Secretary of the said
Association, 309 Exchange Buildings, 28 St. George's Street,
Cape Town, not later than the 7th day of each month, such
subscriptions to be deducted from the first payment of wages
in each month. The subscription scales shall be notified to the
employers concerned from time to time by the Secretaries of
the Trade Unions.

27. GENERAL.

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

Signed at Cape Town, on behalf of the parties hereto on this
the 6th September 1967.

A. FREEDBERG,
Chairman of the Council.

N. G. FORSYTH,
Vice-Chairman of the Council.

E. PURCELL,
Secretary of the Council.

N.R. 1.

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-BEDRYF, KAAP.

Strandsentrum,
Strandstraat 37,
Posbus 836,
Kaapstad.

Foon 2-2938.

Opgaaf van werknemers wat ingevolge klousule 20 van die Nywerheidsraadooreenkoms ingedien moet word — Raadsgelde vir die maand 196

Bedryfsinrigting

	Getal werknemers in diens gedurende die week wat eindig op:					Totaal vir maand.
Bestuurders, bestuurderesse.....						
Assistent-bestuurders en -bestuurderesse						
Klerk en ontvangsklerke.....						
Faktotums.....						
Kroegmanne.....						
Sjefs en koks.....						
Kelners en kelnerinne						
Portiers.....						
Huishoudsters.....						
Graad I-werknemers						
Kroegjongens.....						
Koksassistentes.....						
Hoteljoggies en hysbakbediendes.....						
Nagwagte.....						
Graad II-werknemers						
Deeltydse werknemers						
Motorvoertuigbestuurders.....						
TOTAAL.....						*

* Totale getal werknemers in laaste kolom aangegee vermenigvuldig met 10 sent..... R

Handtekening van werkgewer of bestuurder

Vir gebruik in Kantoor van Nywerheidsraad:

Datum Kwitansie No. Bedrag

N.R. 2.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-BEDRYF, KAAP.

Strandsentrum,
Strandstraat 37,
Kaapstad.

Opgaaf van werknemers in diens geneem en/of ontslaan gedurende die maand 196

IN DIENS GENEEM.

Naam.	Adres.	Ras: Blanke, Asiat, Kleurling, Bantoe.	Vakvereniginglid- maatskap- kaart-no.	In diens geneem as.	Datum.

I.C. 1.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, CAPE.

Strand Centre,
37 Strand Street,
P.O. Box 836,
Cape Town.

Phone 2-2938.

Return of Employees required to be submitted in terms of Clause 20 of the Industrial Council Agreement — Council Fees for month of 196

Establishment

	Number of Employees employed during the week ending:					Total for month.
Managers, Manageresses.....						
Assistant Managers and Manageresses						
Clerical Employees and Receptionists						
Handymen.....						
Barmen.....						
Chefs and Cooks...						
Waiters and Waitresses.....						
Porters.....						
Housekeepers.....						
Grade I Employees						
Barboys.....						
Cook's Assistants...						
Page and Lift Attendants.....						
Night Watchmen...						
Grade II Employees						
Part Time Employees						
Motor Vehicle Drivers.....						
TOTAL.....						*

* Total number of Employees reflected in last Column multiplied by 10 cents..... = R

Signature of Employer or Manager

For use in Industrial Council Office:

Date Receipt No. Amount

I.C. 2.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, CAPE.

Strand Centre,
37 Strand Street,
Cape Town.

Return of Employees Engaged and/or Discharged during month of 196

ENGAGEMENTS.

Name.	Address.	Race: European, Asiatic, Coloured, Native.	Trade Union Membership No.	Employed as.	Date.

ONTSLAAN.

Naam.	In diens as.	Vakvereniging lidmaatskapkaart-no.	Datum waarop ontslaan.	Nommer van diens-sertifikaat.

Naam van bedryfsinrigting.....

Datum.....

Handtekening van werkgewer of
werkgewer se verteenwoordiger.

No. R. 202.]

[16 Februarie 1968.

WET OP OORLOGSMAATREËLS, 1940.

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

DRANK- EN VERVERSINGSBEDRYF, KAAP.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Drank- en Verversingsbedryf, wat by Goewermentskennisgewing No. R. 201 van 16 Februarie 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

DISCHARGES.

Name.	Employed as.	Trade Union Membership No.	Date discharged.	No. of Certificate of Service.

Name of establishment.....

Date.....

Signature of Employer or
Employer's Representative.

No. R. 202.]

[16 February 1968.

WAR MEASURES ACT, 1940.

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

LIQUOR AND CATERING TRADE, CAPE.

I, Marais Viljoen, 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 Liquor and Catering Trade, published under Government Notice No. R. 201 of the 16th February 1968.

M. VILJOEN,
Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
	GOEWERMENSKENNISGEWINGS.	
R. 201.	Wet op Nywerheidsversoening, 1956: Drank- en Verversingsbedryf, Kaap: Hoofdooreenkoms	1
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