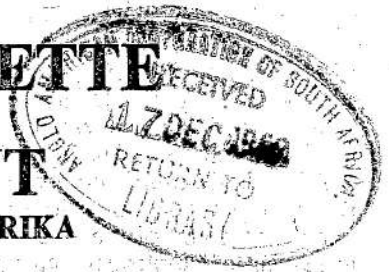




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KAAPSTAD 5 DESEMBER 1969.

[No. 2574.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R.3860.]

[5th December, 1969.

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, DURBAN

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 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' organization and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organization or union;
- (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, 5 (4) (e), 17, 22, 23 and 24, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the area within a radius of 10 miles from the General Post Office, Durban, but within the Magisterial District of Durban (excluding that portion which prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), and in those portions of the Magisterial

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R.3860.]

[5 Desember 1969.

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN VERVERSINGSBEDRYF, DURBAN

HOOFOOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, vanaf 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 vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (4) (e), 17, 22, 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval

Districts of Inanda and Pinetown which fall within a radius of 11 miles from the General Post Office, Durban; and

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in paragraph (b) of this notice 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, 5 (4) (e), 16, 17, 22, 23 and 24, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, DURBAN

AGREEMENT

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

Hotel and Bottle Store Association of Durban and District (hereinafter referred to as "the employers" or "the employers' organization"), of the one part, and the

Natal Liquor and Catering Trade Employees' Union (hereinafter referred to as "the employees", or "the Trade Union"), of the other part, being the parties to the Industrial Council for the Liquor and Catering Trade, Durban.

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the area within a radius of ten miles from the General Post Office, Durban, but within the Magisterial District of Durban (excluding that portion which prior to the publication of Government Notice No. 1401 of 16th August, 1968 fell within the Magisterial District of Umlazi), and in those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of eleven miles from the General Post Office, Durban, by all employers who are members of the Employers' Organization and engaged in the Liquor and Catering Trade, and by all employees who are members of the Trade Union and employed in that Trade.

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of Section 48 of the Act and shall remain in force for three years or for such period as may be fixed by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

het), en in daardie gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 11 myl vanaf die Hoofposkantoor, Durban, geleë is; en

- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (4) (e), 16, 17, 22, 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF, DURBAN

OOREENKOMS

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

Hotel and Bottle Store Association of Durban and District (hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Natal Liquor and Catering Trades Employees' Union (hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die gebied binne 'n straal van tien myl vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban (uitgesonderd dié gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), en in dié gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van elf myl vanaf die Hoofposkantoor, Durban, val, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Drank- en Verversingsbedryf betrokke is, en deur alle werknemers wat lede van die vakvereniging en in genoemde bedryf in diens is.

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

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly vir drie jaar van krag of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

„Wet” die Wet op Nywerheidsversoenig, 1956;

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

"assistant manager" means an employer, who, under the general supervision of a manager, performs some or all the duties of a manager;

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

"barman, qualified" means a barman who has had not less than eighteen (18) months experience as such, save that an employee who had acted as a wine steward for more than three (3) years shall be deemed to be a qualified barman on the termination of twelve (12) months experience as a barman;

"barman, unqualified" means a barman who has had less than eighteen (18) months experience as such; provided that experience as a wine steward for more than three (3) years shall be deemed to be six (6) months experience as a barman;

"board and lodging" means the supply of three (3) meals per day, and of accommodation, to persons who are employed in any capacity in an establishment. Where such board and lodging forms part of the total remuneration payable to an employee, this shall not include a supply of board or lodging or board and lodging to an employee's dependants, unless a written agreement is entered into between the employer and the employee that such board or lodging or board and lodging for such dependants shall form part of such remuneration to the employee concerned.

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

"clerical employee—qualified" means an employee who has had not less than three (3) years experience as a clerical employee;

"clerical employee—unqualified" means an employee who has had less than three (3) years experience as a clerical employee;

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

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

"chef or head cook" means a cook who is placed in charge of and supervises three (3) or more qualified cooks, and who is responsible for the efficient performance by them of their duties;

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

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

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

"cook, qualified" means a cook who has had not less than eighteen (18) months experience as such; provided that an employee who has had training as a cook of not less than twelve (12) months at a school recognized by the Council, shall be deemed to be a qualified cook after twelve (12) months experience as a cook;

"Council" means the Industrial Council for the Liquor and Catering Trade, Durban, registered in terms of Section 19 of the Act;

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

"delivery employee" means an employee who is engaged in delivering goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle or by means of a motor driven or assisted bicycle with an engine capacity not exceeding 50 c.c.;

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

"assistent-bestuurder" 'n werknemer wat, onder die algemene toesig van 'n bestuurder, sommige of al die pligte van 'n bestuurder uitvoer;

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

"kroegman, gekwalifiseer" 'n kroegman met minstens agtien (18) maande ondervinding in dié hoedanigheid, behalwe dat 'n werknemer wat meer as drie (3) jaar lank as wynkelner opgetree het, geag word 'n gekwalifiseerde kroegman te wees na twaalf (12) maande ondervinding as kroegman;

"kroegman, ongekwalifiseer" 'n kroegman met minder as agtien (18) maande ondervinding in dié hoedanigheid: Met dien verstande dat ondervinding van meer as drie (3) jaar as 'n wynkelner geag word ses (6) maande ondervinding as 'n kroegman te wees;

"kos-en inwoning" die verskaffing van drie (3) maaltye per dag en huisvesting aan persone wat in enige hoedanigheid in 'n bedryfsinrigting in diens is. Waar sodanige kos en inwoning deel uitmaak van die totale besoldiging betaalbaar aan 'n werknemer, sluit dit nie die verskaffing van kos en/of inwoning aan 'n werknemer se onafhanklikes in nie, tensy die werkgever en werknemer 'n skriftelike ooreenkoms aangaan dat die verskaffing van sodanige kos en/of inwoning aan sodanige afhanklikes deel van die besoldiging van die betrokke werknemer uitmaak;

"klerk" 'n werknemer wat skryfwerk, tikwerk en liasseerwerk doen, kontant ontvang of hanteer of enige ander vorm van klerklike werk verrig, asook 'n ontvangsdame, maar geen ander klas werknemer wat elders in hierdie Ooreenkoms omskryf word nie, ondanks die feit dat klerklike werk deel van so 'n werknemer se pligte kan uitmaak;

"klerk, gekwalifiseer" 'n werknemer met minstens drie (3) jaar ondervinding as klerk;

"klerk, ongekwalifiseer" 'n werknemer met minder as drie (3) jaar ondervinding as klerk;

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

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

"sjef of hoofkok" 'n kok wat aan die hoof staan van en toesig hou oor drie (3) of meer gekwalifiseerde koks en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

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

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

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

"kok, gekwalifiseer" 'n kok met minstens agtien (18) maande ondervinding in dié hoedanigheid: Met dien verstande dat 'n werknemer wat minstens twaalf (12) maande opleiding as 'n kok gehad het by 'n skool wat deur die Raad erken word, na twaalf (12) maande ondervinding as 'n kok, geag word 'n gekwalifiseerde kok te wees;

"Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban, geregistreer ingevolge artikel 19 van die Wet;

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

"besteller" 'n werknemer wat goedere aflewer te voet of met 'n fiets, driewiel of ander hand- of voetaangedrewe voertuig of met 'n motoraangedrewe of -aangehelpte fiets met 'n enjiniinhoudsvermoë van hoogstens 50 cc;

"bedryfsinrigting" 'n perseel ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die lisensies gespesifiseer in die woordskrywing van die drank- en verversingsbedryf, gehou word, en/of waarby een of meer werknemers betrokke is wat in die drank- en verversingsbedryf werksaam is;

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

"experience" means the total period of employment an employee has had before or subsequent to the date of the commencement of this Agreement, in the occupation in which he is employed in the liquor and catering trade; provided that, for the purpose of the definition of "off-sales attendant, qualified", and "off-sales attendant, unqualified", "clerical employee, qualified" and "clerical employee, unqualified", experience shall mean the total period of employment an employee has had as an off-sales attendant including employment in a bottle store, and the total experience an employee has had as a clerical employee; provided further that twelve (12) months experience as a learner waiter shall be deemed to be twelve (12) months experience as a learner wine steward;

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

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

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

"head wine steward" means an employee who is in charge of and supervises five or more qualified wine stewards and who is responsible for the efficient performance by them of their duties and includes a head waiter or maitre d'hotel;

"hotel trainee" means an employee employed in the various departments of an establishment for management training and whose employment as a trainee in any particular establishment has in the first instance been notified to the Council;

"hourly wage" means the weekly wage of the employee divided by the number of ordinary weekly hours of work prescribed in Clause 7 for an employee of his class;

"housekeeper" means a female employee who is specifically engaged to direct or supervise the work of housemaids or chamber-maids and who may in addition perform any of the duties of a housemaid or chambermaid;

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

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

"juvenile" means an employee over the age of sixteen (16) years but under the age of eighteen (18) years;

"kitchen supervisor" means an employee who is in supervision over other employees (other than cooks) who are employed in the kitchen of any establishment, and who may be in charge of kitchen stores and ordering of provisions;

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

"ondervinding" die totale dienstydperk van 'n werknemer voor of na die datum van inwerkingtreding van hierdie Ooreenkoms in die beroep waarin hy in diens is in die drank- en verversingsbedryf: Met dien verstande dat vir die toepassing van die woordomskriving van "buiterverkoopbediener, gekwalifiseer" en "buiterverkoopbediener, ongekwalifiseer", "klerk, gekwalifiseer" en "klerk, ongekwalifiseer", ondervinding die totale dienstydperk beteken van 'n werknemer as 'n buiterverkoopbediener, met inbegrip van diens in 'n drankwinkel, en die totale ondervinding van 'n werknemer as klerk: Voorts met dien verstande dat twaalf (12) maande ondervinding as 'n leerlingkelner geag word twaalf (12) maande ondervinding as 'n leerlingwinkelnier te wees;

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

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

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

"hoofkelner" 'n werknemer wat uitsluitlik of hoofsaaklik vir klante hul sitplekke aanwys en algemene toesig hou oor die diens aan klante en wat aan die hoof staan van 'n ondergeskikte kelnerpersoneel, en sluit ook 'n maitre d'hotel in;

"hoofwinkelnier" 'n werknemer wat aan die hoof staan van en toesig hou oor vyf of meer gekwalifiseerde winkelniers en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse uitvoer, en sluit ook 'n hoofkelner of maitre d'hotel in;

"hotelkwekling" 'n werknemer in diens in die verskillende afdelings van 'n bedryfsinrigting vir bestuursopleiding en van wie se indiensneming as kwekling in 'n bepaalde bedryfsinrigting die Raad in die eerste plek in kennis gestel is;

"uurloon" die weekloon van 'n werknemer gedeel deur die getal gewone werkure per week voorgeskryf in klousule 7 vir 'n werknemer in sy klas;

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

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

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

"jeugdige" 'n werknemer bo die ouderdom van sestien (16) jaar maar onder die ouderdom van agtien (18) jaar;

"kombuisopsiener" 'n werknemer wat toesig hou oor ander werknemers (uitgesonderd koks) wat in die kombuis van 'n bedryfsinrigting in diens is, en wat die kombuisvoorraad mag beheer en voorraad mag bestel;

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

"laundryman" means a laundryhand who is in charge of more than three (3) employees in a laundry in an establishment and who is responsible for the efficient performance by them of their duties;

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

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

- (a) a waiter or wine steward less than two years, save that any training as a waiter or wine steward for twelve (12) months at a school recognized by the Council shall be deemed to be twelve (12) months experience: provided that twelve (12) months training as a wine steward shall be deemed also to be experience as a learner waiter for the purpose of the definition of wine steward;
- (b) a cook, less than eighteen (18) months, save that any training as a cook of not less than twelve (12) months at a school recognized by the Council shall be deemed to be six (6) months experience for the purpose of this definition;
- (c) a still-room employee, less than eighteen (18) months, save that such period of experience as a learner or qualified waiter or wine steward shall constitute experience for the purpose of this definition;

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

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

- (a) restaurant liquor licence;
- (b) hotel liquor licence;
- (c) bar licence;
- (d) wine and malt liquor licence;
- (e) theatre or sports ground liquor licence;
- (f) temporary liquor licence;
- (g) late hour occasional liquor licence;
- (h) meal time liquor licence; and
- (i) the holder of written authority to sell liquor in terms of section 100bis of the Liquor Act, 1928, as amended by the Liquor Amendment Act, 1961, and section 100sex of the Liquor Act, 1928, as amended by the Liquor Amendment Act, 1962;

"manager" means an employee, other than a director of a limited liability company and a partner, who is charged by his employer with overall—

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

the activities in an establishment and the employees therein and includes assistant managers, personnel officers, accountants or bookkeepers;

"meals" mean such meals as shall be provided to persons who are employed in any capacity in an establishment;

"motor vehicle" means any power driven vehicle with an engine capacity exceeding 50 c.c. used for conveying goods and includes a mechanical horse or van;

"motor vehicle driver" means an employee 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 vehicle or the load or periods during which he is obliged to remain at his post in readiness to drive;

"night porter" means an employee other than a night watchman or Grade II employee, the greater portion or whose duties fall within the hours of 7.00 p.m. and 7.00 a.m., and who is wholly or mainly engaged in receiving guests at night, attending to their baggage to and from and in an establishment and may in addition, be required to answer a telephone, operate a telephone switchboard and, who may in addition serve refreshments to guests;

„kombuishulp" 'n werknemer, uitgesonderd 'n graad II-werknemer, wat, onder die toesig van 'n kok, rou voedsel opсны of voorberei om te kook, pap of eiers kook of aandag gee aan groente wat besig is om te kook en wat, benewens genoemde pligte, roosterbrood, tee, koffie, kakao of dergelike drank mag maak;

„wasserywerker" 'n wasseryhulp wat aan die hoof staan van meer as drie (3) werknemers in 'n wassery in 'n bedryfsinrigting en wat daarvoor verantwoordelik is dat hulle hul pligte op doeltreffende wyse uitvoer;

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

„leerling" 'n werknemer wie se ondervinding in die besondere beroep waarin hy werksaam is, as hy in diens is as—

- (a) 'n kelner of wynkelner, minder as twee jaar was: Met dien verstande dat twaalf (12) maande opleiding as 'n kelner of 'n wynkelner by 'n skool wat deur die Raad erken word, geag word twaalf (12) maande ondervinding te wees: Voorts met dien verstande dat vir die toepassing van die omskrywing van wynkelner, twaalf (12) maande opleiding as 'n wynkelner ook geag word ondervinding as 'n leerlingkelner te wees;
- (b) 'n kok, minder as agtien (18) maande was: Met dien verstande dat vir die toepassing van hierdie omskrywing, opleiding as 'n kok van minstens twaalf (12) maande by 'n skool wat deur die Raad erken word, geag word ses (6) maande ondervinding te wees;
- (c) 'n proviandkamerwerknemer, minder as agtien (18) maande: Met dien verstande dat vir die toepassing van hierdie omskrywing, dié tydperk ondervinding as 'n leerling- of gekwalifiseerde kelner of wynkelner geag word ondervinding te wees;

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

„drank- en verversingsbedryf" dié bedryf wat uitgeoefen word in verband met 'n bedryfsinrigting ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit, een of meer van die volgende lisensies kragtens die bepalinge van die Drankwet, 1928, soos gewysig, gehou word, nl.:

- (a) Restaurantdranklisensie;
- (b) hoteldranklisensie;
- (c) kantienlisensie;
- (d) wyn- en moutdranklisensie;
- (e) teater- of sportterreindranksensie;
- (f) tydelike dranklisensie;
- (g) nagtelike geleentheidslisensie;
- (h) maaltydwyn- en moutlisensie;
- (i) die houder van skriftelike magtiging om drank te verkoop ingevolge die bepalinge van artikel 100bis van die drankwet, 1928, soos gewysig by die Drankwysigingswet, 1961, en artikel 100sex van die Drankwet, 1928, soos gewysig by die Drankwysigingswet, 1962;

„bestuurder" 'n werknemer, uitgesonderd 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid en 'n vennoot, wat deur sy werkgever belas is met die algemene—

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

die werksaamhede van 'n bedryfsinrigting en die werknemers daarin, en omvat dit assistent-bestuurders, personeelbeambtes, rekenmeesters of boekhouders;

„maaltye" dié maaltye wat verskaf moet word aan persone wat in enige hoedanigheid in 'n bedryfsinrigting in diens is;

„motorvoertuig" 'n kragaaangedrewe voertuig met 'n enjinhoudsvermoë van meer as 50 cc, wat gebruik word om goedere te vervoer, en omvat dit 'n voorhaker of paneelwa;

„motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie omskrywing omvat die bestuur van 'n motorvoertuig alle tydperke waarin daar bestuur word asook alle tyd wat die bestuurder deurbring met werk in verband met die voertuig of die vraag en ook alle tydperke waarin hy op sy pos moet bly, gereed om te bestuur;

„nagportier" 'n werknemer, uitgesonderd 'n nagwag of graad II-werknemer, wat die meeste van sy pligte tussen 7 nm. en 7 vm. uitvoer en wat uitsluitlik of hoofsaaklik gaste snags ontvang, hul bagasie versorg wat in 'n bedryfsinrigting is, daarheen of daarvandaan gestuur word, en van wie daarbenewens vereis mag word om 'n telefoon te beantwoord, 'n telefoonskakelbord te bedien en wat boonop verversings aan gaste mag verskaf;

"night watchman" means an employee wholly or mainly engaged in one or more of the following occupations—guarding premises, buildings, gates or other property by night, polishing and cleaning furniture and boots, cleaning premises, lighting fires and who may in addition attend to guests on arrival and departure and assist in serving them with meals and refreshments;

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

"off-sales attendant, male qualified" means a male off-sales attendant who has had not less than three (3) years experience;

"off-sales attendant, female qualified" means a female off-sales attendant who has had not less than three (3) years experience;

"off-sales attendant, male unqualified" means a male off-sales attendant who has had less than three (3) years experience;

"off-sales attendant, female unqualified" means a female off-sales attendant who has had less than three (3) years experience;

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

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

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

"qualified waiter" means a waiter who has had not less than two (2) years experience as a waiter or wine steward;

"qualified wine steward" means a wine steward who has had not less than two (2) years experience as a wine steward or waiter;

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

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

"service percentage charge" means an amount collected under any system providing for the addition of a certain percentage to the normal charges of an establishment the total of which amount is to be distributed at intervals in such manner and among such of the employees of that establishment as may be determined by agreement between the employers and employees. The Council shall have the responsibility for settling any dispute which may arise out of such distribution.

"spreadover" means the period in any day from the time the employee begins work to the time when he finishes work for the day. For the purpose of this definition "day" means any period of twenty-four (24) hours from midnight, save in respect of night workers where it means any period of twenty-four (24) hours from noon;

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

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

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

"tipping" means an amount in cash given voluntarily and directly to an employee by the customer in addition to the amount which the customer has to pay, but does not include any service percentage charge accruing in any way;

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles; provided that in the case of a two or three-wheeled motor cycle, motor scooter or auto-cycle or a cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb.;

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

„nagwag" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig: Persele, geboue, hekke of ander eiendom snags bewaak, meubels en skoene poleer en skoonmaak, persele skoonmaak, vure aansteek en wat daarbenewens gaste mag versorg by hul aankoms en vertrek en mag help om hulle met etes en verversings te bedien;

„buiteverkoopbediener" 'n werknemer wat uitsluitlik of hoofsaaklik drank vir gebruik buite die gelisensieerde perseel verkoop;

„buiteverkoopbediener, man, gekwalifiseer" 'n manlike buiteverkoopbediener met minstens drie (3) jaar ondervinding;

„buiteverkoopbediener, vrou, gekwalifiseer" 'n vroulike buiteverkoopbediener met minstens drie (3) jaar ondervinding;

„buiteverkoopbediener, man, ongekwalifiseer" 'n manlike buiteverkoopbediener met minder as drie (3) jaar ondervinding;

„buiteverkoopbediener, vrou, ongekwalifiseer" 'n vroulike buiteverkoopbediener met minder as drie (3) jaar ondervinding;

„hoteljoggie" 'n manlike werknemer wat boodskappe doen, briewe, boodskappe of pakkette aflewer en klokke of die telefoon beantwoord en wat daarbenewens 'n passasiers-hyser vir 'n tydperk van hoogstens vier uur per dag mag bedien;

„deeltydse werknemer" 'n werknemer wat vir hoogstens vier dae in een bepaalde week in diens is en wat nie meer as altesaam 36 uur per week werk nie;

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

„kelner, gekwalifiseer" 'n kelner met minstens twee (2) jaar ondervinding as kelner of wynkelner;

„wynkelner, gekwalifiseer" 'n wynkelner met minstens twee (2) jaar ondervinding as wynkelner of kelner;

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

„lone" ook besoldiging vir oortyd en besoldiging in plaas van kos en/of inwoning en die doen van wasgoed;

„dienspersentasievordering" 'n bedrag deur 'n stelsel gevorderd waarvolgens 'n sekere persentasie by die gewone bedrag gevoeg word wat aan 'n bedryfsinrigting verskuldig is, en die totale bedrag aldus gevorderd, moet van tyd tot tyd verdeel word op dié wyse en tussen dié werknemers van dié bedryfsinrigting waarop daar tussen die werkgewers en werknemers ooreengekom is. Die Raad is verantwoordelik vir die beslegting van geskille wat uit sodanige verdeling mag ontstaan.

„werkdagbestek" die tydperk in 'n bepaalde dag, vanaf die tyd-stip waarop die werknemer begin werk tot die tyd dat hy ophou werk vir die dag. Vir die toepassing van hierdie omskrywing beteken „dag" 'n tydperk van vier-en-twintig (24) uur wat om middernag begin, uitgesonderd ten opsigte van nagwerkers, waar dit 'n tydperk van vier-en-twintig uur wat middernag begin, beteken;

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

„proviandkamerwerknemer, gekwalifiseer" 'n werknemer met minstens agtien (18) maande ondervinding in dié hoedanigheid;

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

„onbelaste gewig" die gewig van 'n motorvoertuig of sleepwag soos aangeteken in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwag uitgereik is deur 'n owerheid wat regens daartoe gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorfiets, bromponie of outofiets of 'n fiets met 'n hulpmotor, die onbelaste gewig geag word nie meer as 1,000 lb. te wees nie;

„fooi" 'n kontantbedrag wat 'n klant vrywillig en regstreeks aan 'n werker gee, benewens die bedrag wat die klant moet betaal, maar dit omvat nie 'n dienspersentasievordering wat op enige wyse oploop nie;

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

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

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

"weekly wage" means the monthly wage prescribed in Clause 4 (1) divided by four and one-third;

"wine steward" means an employee other than a barman who is engaged in serving liquor to customers and who may receive payment for liquor served and no person shall be employed as a learner wine steward unless he has had at least twelve (12) months experience as a learner waiter;

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

4. WAGES

(1) The minimum wages to be paid to the undermentioned employees shall be as follows: Provided that a learner having attended a Training College recognized by the Council and holding a Certificate of Competency after such period shall be entitled to a ten per cent (10%) increase in the wage immediately on production of such certificate; provided further that all other employees having attended a Training College recognized by the Council and holding a Certificate of Competency shall be entitled to a seven and one half per cent (7½%) increase in the wage immediately upon production of such Certificate of Competency.

	GROUP I Employees other than casual or part-time employees	GROUP II Casual and part-time employees
	Per month R	Per day or part of day R
Manager	200.00	
Hotel Trainee	60.00	
Head Barman	180.00	
Barman—Qualified	130.00	6.85
Barman—Unqualified		
during 1st six months of experience	80.00	
during 2nd six months of experience	95.00	
during 3rd six months of experience	110.00	
Head Waiter/Head Wine Steward	60.00	
Waiter/Wine Steward—qualified		
during 1st six months of employ-	45.00	
ment with same employer	47.50	less than 4 hours
thereafter with same employer		2.00
		4 hours or more
		3.00
Waiter/Wine Steward—learner		
during 1st six months of experience	20.00	
during 2nd six months of experience	23.00	
during 3rd six months of experience	26.00	
during 4th six months of experience	29.00	
Still-room employee—qualified		
during 1st six months of employ-	45.00	
ment with same employer	48.00	
thereafter with same employer		
Still-room employee—learner		
during 1st six months of experience	25.00	
during 2nd six months of experience	30.00	
during 3rd six months of experience	35.00	
Valet	48.00	2.53
Page during 1st six months of employ-		
ment with same employer	22.00	
thereafter with same employer	26.00	

„loon" dié gedeelte van die besoldiging wat in die vorm van geld betaalbaar is ten opsigte van die gewone werkure van 'n werknemer bedoel in klousule 7 en soos vir hom voorgeskryf in klousule 4 of, waar 'n werkgewer gereeld aan 'n werknemer 'n bedrag groter as dié wat voorgeskryf is, betaal ten opsigte van sodanige gewone werkure, sodanige groter bedrag;

„kelner" 'n werknemer wat gaste by 'n takel of in enige ander deel van die gebou wat deur gaste bewoon word, bedien, klokkes antwoord, biljarttellings aanteken en dié ander dienste verrig wat die gemak en gerief van die hotelgaste mag vereis, met inbegrip van die voorbereiding van voor-geregte en ligte verversings;

„weekloon" dié maandelikse loon voorgeskryf in artikel 4 (1) gedeel deur vier en een-derde;

„wynkelner" 'n werknemer, uitgesonderd 'n kroegman, wat drank aan klante bedien en wat betaling vir drank mag ontvang. Geen leerlingwynkelner mag in diens geneem word nie, tensy hy minstens twaalf (12) maande ondervinding as 'n leerling kelner het.

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

4. LONE

(1) Die volgende minimum lone moet aan ondergenoemde werknemers betaal word: Met dien verstande dat 'n leerling wat 'n opleidingskollege wat deur die Raad erken word, bygewoon het, en na sodanige tydperk in besit is van 'n bekwaamheidsertifikaat, geregtig is op 'n loonsverhoging van tien persent (10%) sodra hy so 'n sertifikaat voorlê: Voorts met dien verstande dat alle ander werknemers wat 'n opleidingskollege wat deur die Raad erken word, bygewoon het en in besit is van 'n bekwaamheidsertifikaat, geregtig is op 'n loonsverhoging van sewe en 'n half persent (7½%) sodra hy so 'n bekwaamheidsertifikaat voorlê:

	GROEP I Werknemers, uitgesonderd los of deeltydse werknemers	GROEP II Los en deeltydse werknemers
	Per maand R	Per dag of deel van 'n dag R
Bestuurder	200.00	
Hoteltkekeling	60.00	
Hoofkroegman	180.00	
Kroegman—gekwalfiseer	130.00	6.85
Kroegman—ongekwalfiseer—		
gedurende 1ste ses maande onder-		
vinding	80.00	
gedurende 2de ses maande onder-		
vinding	95.00	
gedurende 3de ses maande onder-		
vinding	110.00	
Hoofkelner/hoofwynkelner	60.00	
Kelner/wynkelner—gekwalfiseer		
gedurende 1ste ses maande diens by	45.00	
dieselfde werkgewer	47.50	minder as 4 ure,
daarna by dieselfde werkgewer		2.00
		4 ure of langer,
		3.00
Kelner/wynkelner—leerling		
gedurende 1ste ses maande onder-		
vinding	20.00	
gedurende 2de ses maande onder-		
vinding	23.00	
gedurende 3de ses maande onder-		
vinding	26.00	
gedurende 4de ses maande onder-		
vinding	29.00	
Proviandkamerwerknemer—gekwali-		
fiseer		
gedurende 1ste ses maande diens by	45.00	
dieselfde werkgewer	48.00	
daarna by dieselfde werkgewer		
Proviandkamerwerknemer—leerling		
gedurende 1ste ses maande onder-		
vinding	25.00	
gedurende 2de ses maande onder-		
vinding	30.00	
gedurende 3de ses maande onder-		
vinding	35.00	
gedurende 4de ses maande onder-		
vinding	48.00	2.53
Klerebediende		
Hoteljoggie gedurende 1ste ses		
maande diens by dieselfde	22.00	
werkgewer	26.00	
daarna by dieselfde werkgewer		

	GROUP I <i>Employees other than casual or part-time employees</i>	GROUP II <i>Casual and part-time employees</i>		GROEP I <i>Werknemers, uitgesonderd los of deeltydse werknemers</i>	GROEP II <i>Los en deeltydse werknemers</i>
	<i>Per month R</i>	<i>Per day or part of day R</i>		<i>Per maand R</i>	<i>Per dag of deel van 'n dag R</i>
Lift Attendant	25.00		Hyserbediener	25.00	
Switchboard Operator	50.00	2.67	Skakelbordbediener	50.00	2.67
Clerical employee—qualified	100.00		Klerk—gekwalifiseer	100.00	
Clerical employee—unqualified			Klerk—ongekwalifiseer		
during 1st six months of experience	55.00		gedurende 1ste ses maande onder-	55.00	
during 2nd six months of experience	60.00		vinding		
during 3rd six months of experience	65.00		gedurende 2de ses maande onder-	60.00	
during 4th six months of experience	80.00		vinding		
during 5th six months of experience	90.00		gedurende 3de ses maande onder-	65.00	
during 6th six months of experience	95.00		vinding		
Cashier	72.00	3.81	gedurende 4de ses maande onder-	80.00	
Cashier—short-time	45.00		vinding		
Commissionaire	56.00		gedurende 5de ses maande onder-	90.00	
Porter	59.00		vinding		
Night Porter	65.00		gedurende 6de ses maande onder-	95.00	
Nightwatchman	35.75		vinding		
Head Cook or Chef	100.00		Kassier	72.00	3.81
Cook—qualified	75.00	3.95	Korttydkassier	45.00	
Cook—learner			Deurwagter	56.00	
during 1st six months of experience	40.00		Portier	59.00	
during 2nd six months of experience	45.00		Nagportier	65.00	
during 3rd six months of experience	50.00		Nagwag	35.75	
Kitchen Supervisor	60.00		Hoofkok of -sjef	100.00	
Housekeeper	75.00		Kok—gekwalifiseer	75.00	3.95
Housemaid/Chambermaid	40.00		Kok—leerling		
Grade II employee—Adult	31.42	1.66	gedurende 1ste ses maande onder-	40.00	
Grade II employee—Juvenile	23.62		vinding		
Kitchenhand	33.42		gedurende 2de ses maande onder-	45.00	
Handyman	55.00	2.93	vinding		
Laundryman	56.00		gedurende 3de ses maande onder-	50.00	
Laundryhand	48.00		vinding		
Off-sales attendant—qualified male	128.00		Kombuisopsiener	60.00	
Off-sales attendant—unqualified male			Huishoudster	75.00	
during 1st year of experience	52.00		Huisbediende/kamerbediende	40.00	
during 2nd year of experience	67.00		Graad II-werknemer—volwassene	31.42	1.66
during 3rd year of experience	82.00		Graad II-werknemer—jeugdige	23.62	
Off-sales attendant—qualified female	80.00		Kombuishulp	33.42	
Off-sales attendant—unqualified female			Faktotum	55.00	2.93
during 1st year of experience	48.00		Wasserywerker	56.00	
during 2nd year of experience	56.00		Wasseryhulp	48.00	
during 3rd year of experience	65.00		Buiteverkoopbediener—man, ge-		
Motor Vehicle Driver			kwalifiseer	128.00	
if the unladen weight of the motor			Buiteverkoopbediener—man, onge-		
vehicle does not exceed 1,000 lb.	49.84		kwalifiseer		
if the unladen weight of the			gedurende 1ste jaar ondervinding	52.00	
motor vehicle exceeds 1,000 lb.	69.76		gedurende 2de jaar ondervinding	67.00	
Delivery employee	40.52		gedurende 3de jaar ondervinding	82.00	
			Buiteverkoopbediener—vrou, ge-	80.00	
			kwalifiseer		
			Buiteverkoopbediener—vrou, onge-		
			kwalifiseer		
			gedurende 1ste jaar ondervinding	48.00	
			gedurende 2de jaar ondervinding	56.50	
			gedurende 3de jaar ondervinding	65.00	
			Motorvoertuigbestuurder		
			as die onbelaste gewig van die		
			motorvoertuig hoogstens 1,000		
			lb is	49.84	
			as die onbelaste gewig van die		
			motorvoertuig meer as 1,000		
			lb is	69.76	
			Besteller	40.52	

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

Board and Lodging

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

(b) Each clerical employee, housekeeper, housemaid, grade II employee, nightwatchman, kitchenhand, hotel trainee, delivery employee and manager shall be entitled to receive full board and lodging; provided that an employer may make deductions not exceeding the amounts as specified hereunder from the remuneration of such categories of employees who actually re-

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

Kos en inwoning

(3) (a) Waar 'n werknemer instem of daar ingevolge die bepalings van die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever te aanvaar, mag die werkgever bedrae, wat nie meer is nie as dié hieronder gespesifiseer, van sy besoldiging aftrek.

(b) Volle losies moet aan klerke, huishoudsters, huisbediendes, graad II-werknemers, nagwagte, kombuishulpe, hotelkwekelinge, bestellers en bestuurders verskaf word: Met dien verstande dat 'n werkgever bedrae, soos hieronder gespesifiseer, mag aftrek van die besoldiging van dié kategorieë werknemers aan wie daar

ceive such board and lodging or board or lodging, and provided further, that where any other employee agrees to accept—

- (i) board and lodging or board, a deduction not exceeding the amounts specified hereunder for lodging plus 50% may be made;
- (ii) lodging, a deduction not exceeding the amounts specified hereunder for lodging may be made:—

	Grade II employees, Nightwatchman, delivery employee, kitchenhand, page, lift attendant, learner waiter, learner wine steward	House- maid	Clerical employee, house- keeper, hotel trainee, barman	Manager	Any other employee
	Per month R	Per month R	Per month R	Per month R	Per month R
Board	3.25	6.72	12.20	20.00	5.00
Lodging	1.08	3.90	7.80	20.00	2.25
Board and lodging .	4.33	10.62	20.00	40.00	7.25

(c) An employee other than a clerical employee, housekeeper, housemaid, grade II employee, nightwatchman, kitchenhand, hotel trainee, delivery employee and manager shall be entitled, free of any charge to meals which fall within the working hours of such employee. Where such meals are not provided an allowance of 10 cents per meal shall be paid to such employee in lieu thereof.

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

Wage Security

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

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

Differential Wage

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

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

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

as prescribed in sub-clause (1), shall pay to such an employee in respect of the whole day on which he performs such work at the same rate of pay as paid to a qualified employee doing the same class of work, but in no case shall such an employee be paid less than the rate of wages he has been engaged for, provided that an off-sales attendant who is required to work in a bar shall be paid not less than R0.75 per hour for each hour so worked;

Compulsory Training/Payment of Fees

(7) (a) Immediately upon the coming into force of this Agreement, all learner waiters, learner wine stewards and learner cooks who have not previously done so, shall attend a Training College recognized by the Council, either full-time or part-time, for a minimum period of six months in the case of learner cooks and a minimum period of three months in the case of learner waiters or wine stewards during the period in which such employees are gaining experience in their respective employment;

(b) All other employees who have had less than ten years experience in their respective occupations, may, at the instigation of the Council be required to attend a Training College recognized by the Council for the duration of a special course/s as arranged by the Council in the training programme for the Hotel Industry.

in werklikheid sodanige kos en inwoning of kos of inwoning verskaf word: Voorts met dien verstande dat waar 'n ander werknemer instem om—

- (i) kos en inwoning of kos te aanvaar, daar 'n bedrag afgetrek mag word wat nie meer is nie as die bedrag hieronder gespesifiseer vir inwoning plus 50%;
- (ii) inwoning te aanvaar, daar 'n bedrag afgetrek mag word wat nie meer is nie as die bedrag hieronder gespesifiseer vir inwoning:

	Graad II- werknemer, nagwag, besteller, kombuis- hulp, hoteljoggie, hyser- bediener, leerling- kelder, leerling- wynkelner	Huis- bediende	Klerk, huis- houdster, hotelkwe- keling, kroeg- man	Be- stuurder	Enige ander werk- nemer
	Per maand R	Per maand R	Per maand R	Per maand R	Per maand R
Kos	3.25	6.72	12.20	20.00	5.00
Inwoning	1.08	3.90	7.80	20.00	2.25
Kos en inwoning .	4.33	10.62	20.00	40.00	7.25

(c) 'n Werknemer, uitgesonderd 'n klerk, huishoudster, huisbediende, graad II-werknemer, nagwag, kombuis- en hotelkwekeling, besteller en bestuurder is geregtig op gratis maaltye wat binne die werkeure van so 'n werknemer val. Waar sodanige maaltye nie verskaf word nie, moet 'n toelae van 10 sent per maaltyd aan so 'n werknemer in plaas daarvan betaal word.

(4) 'n Werkgewer wat verkies om 'n werknemer weekliks te betaal, moet die werknemer minstens die maandelikse loon vir so 'n werknemer gedeel deur vier en een-derde betaal.

Loonwaarborg

(5) (a) 'n Loonsverhoging waarop 'n leerling geregtig is ingevolge die bepalinge van hierdie klousule, is verskuldig en betaalbaar op die eerste betaaldag na die voltooiing van 'n dienstydperk wat hom op so 'n verhoging geregtig maak.

(b) Geen bepaling in hierdie Ooreenkoms mag die lone verlaag wat aan 'n werknemer voor die datum van inwerkingtreding van hierdie Ooreenkoms betaal is nie.

Differensiële loon

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

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

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

in subklousule (1) voorgeskryf word, moet so 'n werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, dieselfde loon betaal as wat aan 'n gekwalifiseerde werknemer wat dieselfde klas werk verrig, betaal, maar so 'n werknemer mag in geen omstandighede minder betaal word as die loon waarvoor hy in diens geneem is nie: Met dien verstande dat 'n buitewerk-koopbediener van wie vereis word om in 'n kroeg te werk, teen minstens 75 sent per uur vir elke uur aldus gewerk, betaal moet word.

Verpligte opleiding/betaling van gelde

(7) (a) Sodra hierdie Ooreenkoms van krag word, moet alle leerlingkelders, leerlingwynkelers en leerlingkokke, wat dit nog nie vroeër gedoen het nie, voltyds of deeltjds 'n opleidingskollege bywoon wat deur die Raad erken word, en wel vir 'n minimum tydperk van ses maande in die geval van leerlingkokke en 'n minimum tydperk van drie maande in die geval van leerlingkelders of -wynkelers gedurende die tydperk waarin sodanige werknemers besig is om ondervinding in hul betrokke soort werk op te doen.

(b) Daar mag van alle ander werknemers met minder as tien jaar ondervinding in hul betrokke beroepe, vereis word om, op aandrang van die Raad, 'n opleidingskollege deur die Raad erken, by te woon vir die duur van 'n spesiale kursus/se soos gereël deur die Raad in die opleidingsprogram vir die hotelnywerheid.

(c) The employer shall pay the Training College fees in respect of all such employees who are required to attend such course/s; such fees shall be deducted in twelve (12) equal instalments from the remuneration of such employees; save that if the employee leaves of his own accord or is discharged without notice before the expiry of twelve (12) months after such fees were paid, the employer may elect to deduct the full amount owing upon such termination; provided further that where an employee remains with the same employer for two (2) years after the date of completion of the course/s, the employer shall refund all fees so paid or deducted.

5. PAYMENT OF REMUNERATION

(1) (a) The remuneration of employees, other than casual and part-time employees, shall become due and be paid in cash—

(i) in the case of monthly paid employees, monthly, on the usual pay day which shall be on a day not later than two (2) days after the last working day of the month;

(ii) in the case of weekly paid employees, weekly, on the usual pay day which shall be not later than Friday:

Provided that if the contract of service of an employee is terminated before the usual pay day of such employee, the remuneration due to him shall be paid immediately upon such termination.

(b) An employer shall pay the remuneration due to a casual and/or part-time employee in cash on termination of his employment.

(c) the wages shall be contained in an envelope or other container or accompanied by a statement showing the employee's name and pay roll number, the employee's occupation, number of overtime hours worked, the remuneration due, and the period in respect of which payment is made.

(2) No premium shall be charged or accepted for the training of an employee save as provided in Clause 4 (7) or in any other agreement which is binding in terms of the Act.

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

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

(a) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of such absence;

(b) deductions may be made for holiday, sick, insurance, provident or pension funds;

(c) contributions to the Council Fund shall be deducted in terms of Clause 14 of this Agreement.

(d) where an employer is compelled by law or ordinance or legal process to make payments for or on behalf of an employee, any such amount so paid may be deducted;

(e) deductions for subscriptions to the Trade Union;

(f) deduction of any amount of remuneration advanced by an employer to his employee at the request of the employee, in writing.

6. PROHIBITION OF EMPLOYMENT

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

7. HOURS OF WORK

(1) (a) The ordinary hours of work of an employee other than an off-sales attendant shall not in any week exceed in the case of—

(i) grade II employees, nightwatchman and kitchenhands, 60 hours in any 6 days and 10 hours on any day;

(ii) casual employees, 9 hours on any day;

(iii) cashiers short-time, 4½ hours on any day;

(iv) part-time employees, 36 hours in any 4 days and 9 hours on any day;

(v) all other employees, 54 hours in any 6 days and 9 hours on any day.

(c) Die werkgewer moet die opleidingskollegegeld ten opsigte van alle sodanige werknemers van wie vereis word om sodanige kursusse by te woon, betaal en sodanige gelde moet in twaalf (12) ewe groot paaiemente van die besoldiging van sodanige werknemers afgetrek word: Met dien verstande dat indien die werknemer uit eie keuse weggaan of sonder kennisgewing ontslaan word binne twaalf maande na sodanige gelde betaal is, die werkgewer die volle bedrag mag aftrek wat by sodanige diensbeëindiging verskuldig is, indien hy so verkies: Voorts met dien verstande dat waar 'n werknemer vir twee (2) jaar na die datum van voltooiing van die kursus by dieselfde werkgewer bly, die werkgewer alle gelde wat aldus betaal of afgetrek is, moet terugbetaal.

5. BETALING VAN BESOLDIGING

(1) (a) Die lone van werknemers, uitgesonderd los en deeltydse werknemers, is verskuldig en moet in kontant betaal word en wel soos volg—

(i) in die geval van werknemers wat per maand betaal word, maandeliks, op die gewone betaaldag wat moet val op 'n dag hoogstens twee (2) dae na die laaste werkdag van die maand;

(ii) in die geval van werknemers wat per week betaal word, weekliks, op die gewone betaaldag wat nie later as Vrydag mag wees nie:

Met dien verstande dat indien die dienskontrak van 'n werknemer voor die gewone betaaldag van dié werknemer beëindig word, die besoldiging aan hom verskuldig onmiddellik by dié beëindiging betaal moet word.

(b) 'n Werkgewer moet die besoldiging wat aan 'n los en/of deeltydse werknemer verskuldig is, in kontant betaal by beëindiging van sy diens.

(c) Die lone moet in 'n koevert of ander houer wees of vergesel gaan van 'n staat wat die werknemer se naam en betaalstaatsnommer toon, asook die werknemer se beroep, getal oortydse gewerk, die besoldiging verskuldig en die tydperk ten opsigte waarvan besoldiging betaal word.

(2) Geen premie mag gevra of aangeneem word vir die opleiding van 'n werknemer nie, uitgesonderd soos bepaal in klousule 4 (7) of in 'n ander ooreenkoms wat ingevolge die Wet bindend is.

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

(4) 'n Werkgewer mag sy werknemers geen boetes opleë of geen bedrae van hul besoldiging aftrek nie, uitgesonderd die volgende—

(a) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer van sy werk afwesig is, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

(b) afrekkings vir vakansie-, siekte-, versekerings-, voorsorg- of pensioenfondse;

(c) bydraes tot die Raad se Fonds ingevolge klousule 14 van hierdie Ooreenkoms;

(d) waar 'n werkgewer ingevolge 'n wet of ordonnansie of regsgeding bedrae vir of namens 'n werknemer moet betaal, die bedrag aldus betaal;

(e) afrekkings vir ledegelde van die Vakvereniging;

(f) die afrekening van besoldiging wat 'n werkgewer vooruitbetaal het aan sy werknemer op skriftelike versoek van die werknemer.

6. VERBOD OP INDIENSNEMING

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

7. WERKURE

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

(i) graad II-werknemer, nagwag en kombuishulp, 60 uur in enige 6 dae en 10 uur op 'n dag;

(ii) los werknemers, 9 uur op 'n dag;

(iii) korttydkassier, 4½ uur op 'n dag;

(iv) deeltydse werknemer, 36 uur in enige 4 dae en 9 uur op 'n dag;

(v) alle ander werknemers, 54 uur in enige 6 dae en 9 uur op 'n dag.

(b) The ordinary hours of work of off-sales attendants shall be as follows:

Monday to Friday	9.00 a.m. to 6.00 p.m.
Saturday	9.00 a.m. to 2.00 p.m.

with one hour for lunch each day except Saturday.

(2) Meal Breaks—An employer shall not require or permit an employee, other than an off-sales attendant or a nightwatchman, to work more than five hours continually without a meal interval of not less than 30 minutes during which interval such employee shall not be permitted to perform any work.

(3) Overtime—All hours worked in excess of the ordinary hours of work prescribed in sub-clause (1) (a) or outside the ordinary hours of work prescribed in sub-clause (1) (b) shall be deemed to be overtime.

(4) Limitation of overtime—An employer shall not require or permit his employee to work overtime for more than 8 hours in any week, save under exceptional circumstances caused by a condition beyond the employer's control.

(5) Payment for overtime—

(a) An employee, other than a barman, who is required or permitted to work on any day in excess or outside of the ordinary working hours prescribed for him in sub-clause (1), shall for each hour or part thereof be paid one and one half times, and for each hour or part thereof worked on any day in excess of the spreadover prescribed for him in sub-clause (6), be paid double the hourly wage prescribed in clause 4 for an employee of his class.

(b) Any barman who is required or permitted to work in excess of the ordinary hours prescribed for him in sub-clause (1) shall for such excess be paid at the rate of 60 cents per hour or part of an hour and for each hour or part of an hour worked on any day in excess of the spreadover prescribed for him in sub-clause (6) be paid double the hourly wage prescribed in clause 4 for an employee of his class.

(c) Where overtime calculated on a weekly basis differs from that calculated on a daily basis, the basis more favourable to the employee shall be adopted.

(6) Spreadover—Save as provided in sub-clause (1) (b), all hours of work and meal breaks shall be completed within a spreadover of 14½ hours but in the case of a cashier short-time the hours of work shall be completed within a spreadover of 8 hours.

(7) Saving—The provisions of this clause shall not apply to employees who are in receipt of regular remuneration of R2,000 per annum or more.

8. PROPORTION OR RATIO OF EMPLOYEES

(1) In each establishment:

(a) There shall be employed two qualified barmen before an unqualified barman may be employed, and for every two qualified barmen so employed, not more than one unqualified barman may be employed. For the purpose of this paragraph, an employer engaged as a barman shall not rank as a barman employed;

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

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

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

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

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

(b) Die gewone werkure van buiteverkoopbedieners is soos volg:

Maandag tot Vrydag	9.00 vm. tot 6.00 nm.
Saterdag	9.00 vm. tot 2.00 nm.

met een uur vir middagete behalwe Saterdag.

(2) Etenspouses—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n buiteverkoopbediener of 'n nagwag, vereis of hom toelaat om meer as vyf uur aaneen te werk sonder 'n etenspouse van minstens 30 minute nie, en gedurende dié pouse word die werknemer nie toegelaat om enige werk te verrig nie.

(3) Oortydwerk—Alle ure gewerk wat meer is as die gewone werkure voorgeskryf in subklousule (1) (a) of buite die gewone werkure voorgeskryf in subklousule (1) (b), word geag oortydwerk te wees.

(4) Beperking van oortydwerk—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as 8 uur in 'n bepaalde week oortyd te werk nie, behalwe in uitsonderlike omstandighede wat veroorsaak is deur toestande buite die werkgewer se beheer.

(5) Betaling vir oortydwerk—

(a) 'n Werknemer, uitgesonderd 'n kroegman, van wie daar vereis word of wat toegelaat word om op enige dag meer as of buite die gewone werkure vir hom in subklousule (1) voorgeskryf, te werk, moet vir elke uur of deel daarvan een en 'n half maal, en vir elke uur of deel daarvan op enige dag meer gewerk as die werkdagbestek vir hom in subklousule (6) voorgeskryf, dubbel die uurloon betaal word wat vir 'n werknemer van sy klas in klousule 4 voorgeskryf word.

(b) 'n Kroegman van wie daar vereis word of wat toegelaat word om meer te werk as die gewone werkure vir hom in subklousule (1) voorgeskryf, moet vir die ure wat hy aldus meer gewerk het besoldig word teen 60c per uur of 'n deel van 'n uur en vir elke uur of deel van 'n uur op enige dag meer gewerk as die werkdagbestek vir hom in subklousule (6) voorgeskryf, dubbel die uurloon betaal word wat vir 'n werknemer van sy klas in klousule 4 voorgeskryf word.

(c) Waar oortyd wat op 'n weeklikse grondslag bereken is, verskil van dié wat op 'n daaglikse grondslag bereken is, moet die grondslag wat die gunstigste vir die werknemer is, gevolg word.

(6) Werkdagbestek—Uitgesonderd soos bepaal in subklousule (1) (b), moet alle werkure en etenspouses binne 'n werkdagbestek van 14½ uur voltooi word, maar in die geval van korttydkassier moet die werkure binne 'n werkdagbestek van 8 uur voltooi word.

(7) Voorbehoudsbepaling—Die bepalinge van hierdie klousule is nie van toepassing op werknemers wat R2,000.00 per jaar of meer ontvang nie.

8. GETALVERHOUDING VAN WERKNEMERS

(1) In elke bedryfsinrigting—

(a) moet daar twee gekwalifiseerde kroegmanne in diens wees voor 'n ongekwalifiseerde kroegman in diens geneem mag word, en vir elke twee gekwalifiseerde kroegmanne aldus in diens, mag hoogstens een ongekwalifiseerde kroegman in diens geneem word. Vir die toepassing van hierdie paragraaf word 'n werkgewer wat as kroegman optree nie geag 'n kroegman in diens te wees nie;

(b) moet daar minstens drie gekwalifiseerde kelners in diens wees voor 'n leerlingkelner in diens geneem mag word, en vir elke drie of gedeelte van drie gekwalifiseerde kelners aldus in diens, mag hoogstens een leerlingkelner in diens geneem word;

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

(d) moet daar agt volwasse graad II-werknemers in diens wees voor 'n jeugdige graad II-werknemer in diens geneem mag word. Geen jeugdige graad II-werknemer mag nagskof werk nie;

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

(2) (a) Daar moet een gekwalifiseerde manlike buiteverkoopbediener in diens wees voordat 'n ongekwalifiseerde manlike buiteverkoopbediener in diens geneem mag word, en vir elke gekwalifiseerde manlike buiteverkoopbediener mag hoogstens een ongekwalifiseerde manlike buiteverkoopbediener in diens geneem word.

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

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

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

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

9. NOTICE OF ENGAGEMENT/CERTIFICATE OF SERVICE

(1) A return of employees engaged and/or discharged during the month shall be submitted to the Secretary of the Council, not later than the 7th day of the month following the month to which such return relates on any form prescribed by the Council.

(2) Every employer shall issue a Certificate of Service in the form prescribed by the Council free of charge to each employee at the time he leaves such employer's service. A duplicate copy of each Certificate shall be retained by the employer and a further copy shall be delivered by the employer to the Secretary of the Council within seven days of the issue of such Certificate.

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) (A) All employees, other than barmen, cashiers short-time, cooks, grade II employees, kitchenhands, nightwatchmen, part-time employees or casual employees shall be given in respect of each 50 weeks of employment with the same employer, 14 consecutive days' leave of absence on full pay, provided that where no sick leave was taken during the year the number of days leave of absence on full pay shall be increased to 21 consecutive days, provided further, that where the sick leave taken during the year is less than seven days, the number of days' leave of absence on full pay shall be increased by the number of days' sick leave not taken. The employee shall however not be entitled to more than 21 days leave in respect of 50 weeks of employment. The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 50 weeks' employment.

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

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

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

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

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

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

(ii) thereafter, one-twelfth;

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

(c) all other employees, except part-time employees, cashiers short-time and casual employees, for each completed week of employment in the uncompleted year, one twenty-fifth of a week's wage which the employee was receiving when his employment was terminated.

(D) Grade II employees and kitchenhands shall be given in respect of each 50 weeks' employment with the same employer two consecutive weeks leave of absence on full pay. The employer may fix the time when such leave shall be taken, but if

(b) Daar moet een gekwalifiseerde vroulike buitewerkooppbediener in diens wees voordat 'n ongekwalifiseerde vroulike buitewerkooppbediener in diens geneem mag word, en vir elke gekwalifiseerde vroulike buitewerkooppbediener mag daar hoogstens een ongekwalifiseerde vroulike buitewerkooppbediener in diens geneem word.

(3) Los of deeltydse werknemers word nie geag werknemers te wees vir die toepassing van hierdie klousule nie.

(4) Vir die toepassing van hierdie klousule word die eienaar, bestuurder, lisensiehouer of huishoudster, of enige lid van die familie van die eienaar, bestuurder, lisensiehouer of huishoudster nie geag in diens te wees as kroegmanne of kokke nie, tensy die Raad vooraf skriftelike magtiging daartoe verleen nie.

(5) Gedurende die eerste ses maande van die leerlingtydperk, moet 'n ongekwalifiseerde kroegman onder die regstreekse toesig van 'n gekwalifiseerde kroegman wees en mag hy nie langer as twee uur in 'n bepaalde dag sonder toesig gelaat word nie: Met dien verstande dat hierdie ure te bowe gegaan mag word in omstandighede buite die werkgewer se beheer.

9. KENNISGEWING VAN INDIENSNEMING/DIENSSERTIFIKAAT

(1) 'n Opgawe van werknemers wat gedurende die maand in diens geneem en/of ontslaan is, moet op enige vorm voorgeskryf deur die Raad, aan die Sekretaris van die Raad voorgelê word voor of op die sewende dag van die maand wat volg op die maand waarop dié opgawe betrekking het.

(2) Elke werkgewer moet 'n dienssertifikaat gratis aan elke werknemer uitreik in die vorm voorgeskryf deur die Raad, wanneer hy dié werkgewer se diens verlaat. Die werkgewer moet 'n kopie van elke sertifikaat hou en nog 'n kopie stuur aan die Sekretaris van die Raad binne sewe dae vanaf die uitreiking van dié sertifikaat.

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) (A) Alle werknemers, uitgesonderd kroegmanne, korttydskassiers, koks, graad II-werknemers, kombuishulpe, nagwagte, deeltydse werknemers of los werknemers moet ten opsigte van elke 50 weke diens by dieselfde werkgewer, 14 agtereenvolgende dae afwesighedsverlof met volle besoldiging verleen word: Met dien verstande dat waar geen siekteverlof gedurende die jaar geneem is nie, die getal dae afwesighedsverlof met volle besoldiging na 21 agtereenvolgende dae vermeerder moet word: Voorts met dien verstande dat waar die siekteverlof gedurende die jaar geneem, minder as sewe dae is, die getal dae afwesighedsverlof met volle besoldiging vermeerder moet word met die getal dae siekteverlof wat nie geneem is nie. Die werknemer is egter nie geregtig op meer as 21 dae verlof ten opsigte van 50 weke diens nie. Die werkgewer mag die tyd vasstel wanneer sodanige verlof geneem moet word, maar indien die werkgewer nie aan sy werknemer sy verloftydperk op 'n vroeër datum verleen het nie, moet sodanige verlof verleen en geneem word dat dit binne drie maande na die beëindiging van 50 weke diens begin.

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

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

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

(a) 'n kok en 'n nagwag vir elke voltooiide week diens in die onvoltooiide jaar, drie nege-en-veertigstes van 'n week se loon, teen die loon wat die werknemer ontvang het toe sy diens beëindig is, betaal;

(b) 'n kroegman vir elke voltooiide week diens in die onvoltooiide jaar—

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

(ii) daarna, een twaalfde;

van 'n weeklikse loon, teen die loon wat die werknemer ontvang het toe sy diens beëindig is, betaal;

(c) alle ander werknemers, uitgesonderd deeltydse werknemers, korttydskassiers en los werknemers, vir elke voltooiide week diens in die onvoltooiide jaar, een vyf-en-twintigste van 'n week se loon, teen die loon wat die werknemer ontvang het toe sy diens beëindig is, betaal.

(D) Graad II-werknemers en kombuishulpe moet ten opsigte van elke 50 weke diens by dieselfde werkgewer twee agtereenvolgende weke afwesighedsverlof met volle besoldiging verleen word. Die werkgewer mag die tyd vasstel wanneer sodanige verlof geneem

the employer shall not have granted to his employee his period of leave at an earlier date such leave shall be granted and taken so as to commence within three months after the termination of fifty (50) weeks of employment. By mutual arrangement between an employer and his employee grade II employees and kitchenhands may be paid in lieu of annual leave.

(E) If Good Friday, Ascension Day, Republic Day, The Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay in respect of sub-clause (1) (A) or (B) of this clause.

(F) The period of leave referred to in sub-clause (1) shall not run concurrently with any period of sick leave granted in terms of Clause 11, nor, unless the employee requests and the employer agrees in writing, with any period of military training, nor with any period of notice of termination of employment.

(G) Any employee who has become entitled to a period of leave prescribed in sub-clause (1) (A), (B) or (D) and whose contract of employment is terminated before such leave has been granted, shall upon such termination and in addition to any other remuneration which may be due to him, be paid the amount he would have received had the leave been granted to him at the date of the termination.

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

- (a) on leave in terms of sub-clause (1) of this clause;
- (b) on sick leave in terms of Clause 11;
- (c) on instructions or at the request of the employer;
- (d) on military training in pursuance of the Defence Act, 1957, amounting in the aggregate in any one year to not more than 10 weeks in respect of items (a), (b) and (c) plus any period of military training undergone in that year for a period not exceeding 4 months, and employment shall be deemed to commence—

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

(3) In the case of a transfer of licence or sale, the transferor or seller shall pay to each employee with more than one month's employment, one day's pay for each completed month of employment since the employee last became entitled to leave on full pay. All such payments due to the employees must be deposited with the Council, which body shall make such payments to each of the employees concerned not later than 30 days after such transfer of licence or sale. The transferor or seller making payment shall automatically absolve the purchaser of any liability for such amounts.

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

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

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

(b) Whenever an employee, other than a casual employee, part-time employee, cashier short-time, works on Good Friday, Ascension Day, Republic Day, The Day of the Covenant or Christmas Day his employer shall pay him remuneration in respect of the hours ordinarily worked by him on such day at a rate of not less than double the wage prescribed in Clause 4 (1) for an employee of his class, divided by the number of ordinary hours of work to

word, maar indien die werkgewer nie aan die werknemer sy verloftydperk op 'n vroeër datum verleen het nie, moet sodanige verlof verleen en geneem word sodat dit binne drie maande na die beëindiging van vyftig (50) weke diens begin. Volgens onderlinge ooreenkoms tussen 'n werkgewer en sy werknemer mag graad II-werknemers en kombuushulpe betaling in plaas van jaarlikse verlof ontvang.

(E) Indien Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag binne die tydperk van sodanige verlof val, moet nog 'n dag in die plek van elke sodanige dag by genoemde tydperk gevoeg word as 'n verdere verloftydperk met volle besoldiging ten opsigte van subklousule (1) (A) of (B) van hierdie klousule.

(F) Die verloftydperk in subklousule (1) bedoel, mag nie saamval met enige tydperk van siekteverlof verleen ingevolge klousule 11 nie of, tensy die werknemer aldus versoek en die werkgewer skriftelik aldus toestem, met enige tydperk van militêre opleiding of enige tydperk waarin kennis van diensbeëindiging gegee is nie.

(G) 'n Werknemer wat geregtig geword het op 'n verloftydperk voorgeskrif in subklousule (1) (A), (B) of (D) en wie se dienskontrak beëindig word voordat sodanige verlof verleen is, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, die bedrag betaal word wat hy sou ontvang het as verlof aan hom toegestaan is op die datum van diensbeëindiging.

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

- (a) ingevolge subklousule (1) van hierdie klousule met verlof afwesig is;
- (b) ingevolge klousule 11 met siekteverlof afwesig is;
- (c) op las of op versoek van die werkgewer afwesig is;
- (d) ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan wat altesaam hoogstens 10 weke in 'n bepaalde jaar beloop ten opsigte van items (a), (b) en (c) plus enige tydperk van militêre opleiding van hoogstens 4 maande in dié jaar ondergaan, en diens word geag soos volg te begin:

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

(3) Ingeval 'n lisensie oorgedra of 'n bedryfsinrigting verkoop word, moet die oordraer of verkoper aan elke werknemer met meer as een maand diens een dag se besoldiging betaal vir elke voltooide maand diens sedert die werknemer laas op verlof met volle besoldiging geregtig geword het. Alle sodanige betaling wat aan werknemers verskuldig is, moet by die Raad gedeponeer word, en dié liggaam moet die bedrae hoogstens 30 dae na so 'n lisensieoordrag of verkoping aan elk van die betrokke werknemers betaal. Die oordraer of verkoper wat betaal, stel outomaties die koper vry van enige aanspreeklikheid vir die bedrae.

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

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

(6) (a) 'n Werknemer, uitgesonderd 'n los werknemer, deelydse werknemer en korttydkassier, is geregtig op en moet verlof met volle besoldiging verleen word op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag en Kersdag. Met dien verstande dat van 'n werknemer vereis mag word om op sodanige dag te werk.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, deelydse werknemer en korttydkassier, op Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgewer hom ten opsigte van die ure wat hy gewoonlik op sodanige dag werk, besoldiging betaal teen minstens dubbel die loon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskrif,

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

11. SICK LEAVE

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

- (a) such sickness or accident is not compensable under the Workmen's Compensation Act, 1941, as may be amended from time to time, but excluding any period of absence, due to such sickness or accident, in respect of which no disablement payment is payable in terms of that Act;
- (b) he shall not become entitled to such sick leave until he has completed four months' continuous employment with the same employer;
- (c) provided he produces within three days, at his own expense, a medical certificate in respect of his illness, issued by a registered medical practitioner or a hospital; provided that in the latter case, he produces a medical certificate or reasonable proof of such illness substantiated by a medical certificate within seven (7) days.
- (d) his illness has not been caused by his own misconduct;
- (e) where such sick leave of 14 days is not taken in any one year it shall be cumulative up to any period not exceeding four weeks.

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

- (a) on leave in terms of Clause 10;
- (b) on the instructions or at the request of his employer;
- (c) sick leave in terms of sub-clause (1);
- (d) during any period an employee is undergoing military training in pursuance of the Defence Act, 1957, for a maximum period of 4 months.

12. UNIFORMS AND LAUNDRY

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

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

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

13. TRANSPORT ALLOWANCES

All employees, except employees receiving transport free of charge from the employer to and from the place of employment, shall be paid an amount of not less than R3.00 but not more than R5.00 per month as transport allowance in addition to the wages and other dues to such employee. Such amounts shall be included with the payment of wages and shall be paid on the usual pay day, but where an employee terminates employment before the usual pay day a pro-rata amount shall be calculated on a daily basis for each day worked in such calendar month and such amount shall be paid in addition to all dues payable to the employee.

14. TERMINATION OF SERVICE

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

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

gedeel deur die getal gewone werkure waarop sodanige loon betrekking het: Met dien verstande dat waar 'n werknemer wie se gewone vry dag op die openbare vakansiedag val wat aldus omskryf is, hy benewens die bedrag in hierdie paragraaf voorgeskryf een dag se besoldiging moet ontvang omdat hy op sodanige openbare vakansiedag werk, of 'n addisionele vry dag met volle besoldiging verleen moet word of een volle dag se besoldiging vir sodanige addisionele vry dag betaal moet word.

11. SIEKTEVERLOF

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

- (a) daar nie ingevolge die Ongevallewet, 1941, soos dit van tyd tot tyd gewysig mag word, vergoeding vir sodanige siekte of ongeluk betaalbaar is nie, maar uitgesonderd enige tydperk van afwesigheid as gevolg van sodanige siekte of ongeluk, waarvoor geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie;
- (b) hy nie op sodanige siekteverlof geregtig word nie tot tyd en wyl hy vier maande ononderbroke diens by dieselfde werkgever voltooi het;
- (c) hy binne drie dae, op eie koste, 'n doktersertifikaat ten opsigte van sy siekte, deur 'n geregistreerde mediese praktisyn of 'n hospitaal uitgereik, indien: Met dien verstande dat hy in laasgenoemde geval 'n doktersertifikaat of 'n redelike bewys van sodanige siekte ondersteun deur 'n doktersertifikaat, binne sewe (7) dae voorlê;
- (d) sy siekte nie deur sy eie wangedrag veroorsaak is nie;
- (e) waar sodanige siekteverlof van 14 dae in 'n bepaalde jaar nie geneem word nie, dit mag oploep tot 'n tydperk van hoogstens vier weke.

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

- (a) ingevolge klousule 10 met verlof afwesig is;
- (b) op las of op versoek van sy werkgever afwesig is;
- (c) ingevolge subklousule (1) met siekteverlof afwesig is;
- (d) ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan, vir 'n maksimum tydperk van 4 maande.

12. UNIFORMS EN WASGOED

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

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

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

13. VERVOERTOELAES

Aan alle werknemers, uitgesonderd 'n werknemer wat gratis deur die werkgever na en van die werkplek vervoer word, moet 'n bedrag van nie minder nie as R3.00 maar nie meer nie as R5.00 per maand betaal word as vervoertoelae, benewens die lone en ander bedrae aan sodanige werknemer verskuldig. Sodanige bedrae moet ingesluit word by die betaling van lone en moet voor of op die gewone betaaldag betaal word, maar waar 'n werknemer se dienste beëindig word voor die gewone betaaldag moet 'n pro rata-bedrag op 'n daaglikse grondslag vir elke dag gedurende sodanige kalendermaand gewerk, bereken word, en sodanige bedrag moet betaal word benewens alle ander bedrae wat aan die werknemer betaalbaar is.

14. DIENSBEÏNDIGING

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

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

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

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

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

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

(B) any written agreement between an employee and his employer which provides for such period of notice of equal duration on both sides for longer than prescribed in this clause;

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

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

(2) The notice prescribed in sub-clause (1) shall commence to run from the day on which it was given, provided that the period of notice shall not run concurrently with nor shall notice be given during any period an employee is undergoing military training in pursuance of the Defence Act, 1957, or during an employee's absence on leave granted in terms of Clause 10, or on sick leave granted in terms of Clause 11.

15. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-clause (1) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period 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 sub-clause (1) of this clause a licence of exemption signed by the Chairman and himself, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause to which such exemption is granted; and
- (d) the period during which such exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences 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;
- (d) forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, P.O. Box 940, Durban.

16. COUNCIL FUNDS

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

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

17. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

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

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

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

(A) die reg van 'n werkgewer of werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(B) 'n skriftelike ooreenkoms tussen 'n werknemer en sy werkgewer wat voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir albei partye en langer as dié in hierdie klousule voorgeskryf;

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

(aa) in die geval van diensopsegging van 24 uur, die weekloon gedeel deur sewe;

(bb) waar daar 'n ooreenkoms ingevolge voorbehoudsbepaling (B) van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van diensopsegging ooreenstem met die tydperk waarvoor ooreengekom is.

(2) Die diensopsegging in subklousule (1) voorgeskryf, neem 'n aanvang met ingang van die dag waarop dit gegee word: Met dien verstande dat die diensopseggingstydperk nie mag saamval nie met, of diens nie opgesê mag word nie gedurende enige tydperk wat 'n werknemer ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan of gedurende 'n werknemer se afwesigheid met verlof verleen ingevolge klousule 10, of met siekteverlof verleen ingevolge klousule 11.

15. VRYSTELLINGS

(1) Die Raad mag, behoudens die bepalinge van artikel 51 (3) van die Wet, vrystelling verleen van enigeen van die bepalinge van hierdie Ooreenkoms.

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

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

- (a) die volle name van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig die bepalinge van subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word; en
- (d) die tydperk wat sodanige vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word in volgorde nummer;
- (b) 'n kopie van elke sertifikaat wat uitgereik word, hou;
- (c) waar vrystelling aan die werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur;
- (d) 'n kopie van elke vrystellingsertifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 940, Durban, stuur.

16. RAADFONDSE

Die Fondse van die Raad, wat berus by en geadminestreer word deur die Raad, word op die volgende wyse verkry:

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

17. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

18. INTERPRETATION OF AGREEMENT

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

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

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

19. EXISTING CONTRACTS

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

20. GENERAL

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

21. EXHIBITION OF AGREEMENT

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

22. EMPLOYMENT OF TRADE UNION LABOUR/RECOGNITION OF SHOP STEWARDS

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

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

(3) This clause shall not apply to employees in a managerial capacity and employees engaged as female clerical employees, housekeepers and off-sales attendants; and provided further that this clause shall not apply to those employees engaged as male clerical employees, cooks, head waiters, handymen, switchboard operators, and porters whose earnings in the aggregate is more than R150.00 per month.

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

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

(6) Every employer shall permit any official authorized by the trade union to enter his establishment during such reasonable times as may be convenient for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling members;
- (c) posting and distributing notices by the trade union;
- (d) generally assisting members and employers for mutual benefit.

(7) Every employer shall recognize the appointed Shop Steward of the trade union in his establishment. Such appointment shall be transmitted to the employer in writing.

18. VERTOLKING VAN OOREENKOMS

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

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

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

19. BESTAANDE KONTRAKTE

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

20. ALGEMEEN

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

21. VERTONING VAN OOREENKOMS

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

22. INDIENSNEMING VAN VAKVERENIGINGARBEID/ERKENNING VAN VAKVERENIGINGVERTEENWOORDIGERS

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

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

(3) Hierdie klousule is nie van toepassing op werknemers in 'n bestuurshoedanigheid en werknemers in diens as vroulike klerke, huishoudsters en buitewerkoobediensers nie; en voorts met dien verstande dat hierdie klousule nie van toepassing is nie op dié werknemers in diens as manlike klerke, koks, hoofkokers, faktotums, skakelbordbedieners en portiers wie se verdiensde altesaam meer as R150 per maand is.

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

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

(6) Elke werkgewer moet 'n beaampte wat deur die Vakvereniging daartoe gemagtig is, toelaat om sy bedryfsinrigting binne te gaan gedurende redelike tye wat gerieflik is ten einde—

- (a) onderhoude te voer met werknemers oor vakverenigingangeleenthede;
- (b) lede te registreer;
- (c) kennisgewings van die Vakvereniging op te plak en te versprei;
- (d) oor die algemeen lede en werkgewers by te staan tot onderlinge voordeel.

(7) Elke werkgewer moet die aangestelde verteenwoordiger van die Vakvereniging in sy bedryfsinrigting erken. Die werkgewer moet skriftelik van so 'n aanstelling in kennis gestel word.

23. TRADE UNION AND EMPLOYERS' ORGANIZATION SUBSCRIPTIONS

(1) Every employer shall deduct from each member of the trade union in his employ the membership subscriptions payable by such employee to the trade union, and shall forward the total amount to the Secretary of the Trade Union, P.O. Box 290, Durban, not later than the seventh day of each month. Such subscriptions to be deducted from the first payment of wages in each month.

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

24. AGENTS

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

(2) An agent shall have the following powers:

- (a) To enter any premises or place in which the liquor and catering trade is carried on; at any time that he has reasonable cause to believe that any person is employed therein;
- (b) to interrogate, question, in the presence or apart from others as he deems fit, any employer or employee regarding all matters in regard to this Agreement.
- (c) to require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of the Agreement are being complied with;

(3) In exercising the powers conferred upon him by sub-clause (2) of this clause, an agent may be accompanied by an interpreter.

(4) Every employer, or employer's organization or trade union, which is a party to the Council and all persons who are members of such employer's organization or trade union, shall grant to the agent all facilities to enable him to exercise the powers conferred upon him in terms of sub-clauses (2) and (3) of this clause.

25. KEEPING OF RECORDS, TIME, WAGE REGISTERS AND ATTENDANCE REGISTERS

(1) It shall be the duty of every employer to keep a time and wage register and therein shall be inscribed—
the full name of the employee; whether male or female; race; occupation; daily hours worked; gross wage; deductions; net total paid.

Where an employee terminates his employment at a time other than on the usual pay day, the employee shall sign a receipt.

(2) It shall be the duty of every employer to provide in his establishment one or more attendance registers in the form to be prescribed by the Industrial Council.

26. REGISTRATION OF EMPLOYERS

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

(a) Full name and business address—

- (i) in the case of a single employer, his full name and address, and, if he carries on business under a trade name, such trade name in full;
- (ii) in the case of two or more persons carrying on a business in partnership, the full name of each partner, the full partnership or trade name, and the address at which the partnership business is carried on;
- (iii) in the case of an employer being a registered company, the full registered name of the company, the address of its registered offices, the address at which operations which fall within the scope of this Agreement are carried on, and the full names of the directors.

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

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

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

23. LEDEGELD VIR VAKVERENIGING EN WERKGEWERSORGANISASIE

(1) Elke werkgewer moet van elke lid van die Vakvereniging in sy diens die ledegeld aftrek wat deur so 'n werknemer aan die Vakvereniging betaalbaar is, en moet die totale bedrag aan die Sekretaris van die Vakvereniging, Posbus 290, Durban, stuur voor of op die sewende dag van elke maand. Dié ledegelde moet van die eerste loonbetaling in elke maand afgetrek word.

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

24. AGENTE

(1) Die Raad moet een of meer aangewese persone aanstel as agente om hom by te staan met die uitvoering van die bepalings van hierdie Ooreenkoms.

(2) 'n Agent het die reg om—

- (a) enige perseel of plek waar die drank- en verversingsbedryf uitgeoefen word, te eniger tyd binne te gaan indien hy redelike grond het om aan te neem dat 'n persoon daarin in diens is;
- (b) enige werkgewer of werknemer uit te vra of te ondervra betreffende alle aangeleenthede in verband met hierdie Ooreenkoms, in die teenwoordigheid van ander persone of alleen, soos hy mag goed dink;
- (c) dié boeke, uurstate, rekords of dokumente aan te vra, te ondersoek, na te gaan of te kopieer as wat nodig is om vas te stel of die bepalings van die Ooreenkoms nagekom word.

(3) 'n Agent mag vergesel wees van 'n tolk wanneer hy die bevoegdhede uitoefen wat by subklousule (2) aan hom verleen is.

(4) Elke werkgewer of werkgewersorganisasie of vakvereniging wat 'n party by die Raad is, en almal wat lid is van so 'n werkgewersorganisasie of vakvereniging, moet alle fasiliteite aan die agent verleen om hom in staat te stel om die bevoegdhede uit te oefen wat kragtens subklousule (2) en (3) van hierdie klousule aan hom verleen is.

25. DIE HOU VAN REKORDS, TYD- EN LOONREGISTERS EN BYWONINGSREGISTERS

(1) Dit is die plig van elke werkgewer om 'n tyd- en loonregister in stand te hou en die volgende moet daarin verskyn—
die volle naam van die werknemer, hetsy manlik of vroulik, ras, beroep, ure daaglikse gewerk, bruto loon, aftrekkings en totale netto salaris.

Indien 'n werknemer sy diens op 'n ander dag as die gewone betaaldag beëindig, moet die werknemer 'n kwitansie teken.

(2) Dit is die plig van elke werkgewer om een of meer bywoningsregisters in die vorm voorgeskryf deur die Nywerheidsraad, in sy bedryfsinrigting te verskaf.

26. REGISTRASIE VAN WERKGEWERS

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

(a) naam en besigheidsadres voluit—

- (i) in die geval van 'n enkele werkgewer, sy naam en adres voluit en, indien hy onder 'n handelsnaam sake doen, sodanige handelsnaam voluit;
- (ii) in die geval van twee of meer persone wat in 'n vennootskap sake doen, die naam van elke vennoot voluit, die naam van die vennootskap of handelsnaam voluit en die adres waarby die vennootskap sake doen;
- (iii) in die geval van 'n werkgewer wat as maatskappy geregistreer is, die geregistreerde naam van die maatskappy voluit, die adres van die geregistreerde kantoor daarvan, die adres waarby werksaamhede wat binne die bestek van hierdie Ooreenkoms val, verrig word, en die name van die direkteure voluit.

(b) 'n Beskrywing van die bedryf wat die werkgewer beoefen of werksaamhede wat hy verrig.

(2) Indien daar enige veranderings kom in die besonderhede wat daar ingevolge subklousule (1) van die werkgewer vereis word om te verstrek, moet hy binne 10 dae na sodanige verandering skriftelik aan die Sekretaris van die Raad daarvan kennis gee.

(3) 'n Werkgewer moet die Sekretaris van die Raad sewe dae voor die tyd skriftelik in kennis stel van sy voorneme om op te hou om 'n werkgewer in die Bedryf te wees.

27. SANITARY, ACCOMMODATION/REST/CHANGE ROOM FACILITIES

An employer shall provide proper and adequate sanitary accommodation and rest/change room facilities for White and Non-White employees, separately, provided that separate facilities shall be provided for Bantu employees.

28. ULTRA VIRES

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

Signed at Durban on behalf of the parties on this 18th day of September 1969.

E. P. L. BIZZELL,
Chairman of the Council.

LOUIS NELSON,
Vice-Chairman of the Council.

L. E. TREHEARN,
Secretary of the Council.

27. SANITÊRE GERIEWE EN RUS-/VERKLEEKAMERFASILITEITE

'n Werkgewer moet behoorlike, voldoende en afsonderlike sanitêre geriewe en rus-/verkleekamerfasiliteite vir Blanke en nie-Blanke werknemers verskaf: Met dien verstande dat afsonderlike geriewe vir Bantoewerknemers verskaf word.

28. ULTRA VIRES

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

Namens die partye op hede die 18de dag van September 1969 te Durban onderteken.

E. P. L. BIZZELL,
Voorsitter van die Raad.

LOUIS NELSON,
Ondervoorsitter van die Raad.

L. E. TREHEARN,
Sekretaris van die Raad.

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