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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 37 14 Januarie 1972

WET OP NYWERHEIDSVERSOENING, 1956

**DRANK- EN VERVERSINGSBEDRYF, WIT-
 WATERSRAND EN VEREENIGING
 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, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste dag 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 (6) (h), 17, 18, 19 en 20, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste dag 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 landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van laasgenoemde twee landdrostdistrikte wat voor die publikasie van Goewermenskennisgewing 1779 van 6 November 1964 binne die landdrostdistrik Heidelberg geval het), Germiston, Johannesburg, Kempton Park (uitgesonderd daardie gedeeltes wat binne die landdrostdistrik Pretoria geval het en wat ingevolge Goewermenskennisgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 by die landdrostdistrik Kempton Park ingelyf is), Krugersdorp, Nigel, Randfontein (uitgesonderd die plase Moadowns 1, Leeuwpan 18, Ireton

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 37 14 January 1972

INDUSTRIAL CONCILIATION ACT, 1956

**LIQUOR AND CATERING TRADE, WITWATERS-
 RAND AND VEREENIGING**

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, with effect from the first day of the calendar month following the date of publication of this notice and for the period ending three years from the said first day, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (h), 17, 18, 19 and 20, shall be binding, with effect from the first day of the calendar month following the date of publication of this notice and for the period ending three years from the said first day, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Trade in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg), Germiston, Johannesburg, Kempton Park (excluding those portions which fell within the Magisterial District of Pretoria and which were transferred to the Magisterial District of Kempton Park in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970), Krugersdorp, Nigel, Randfontein (excluding the farms Moadowns 1, Leeuwpan 18, Ireton 19, Pahtiki

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19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria; 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 (6) (h), 17, 18, 19 en 20, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste dag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enig een 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

(WITWATERSRAND EN VEREENIGING)

HOOFOOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur die

Hotel Association of the Transvaal

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

Witwatersrand Liquor and Catering Trade Employees' Union (hierna "die werknemers" of "die vakvereniging" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Hierdie Ooreenkoms moet in die landdrostrikte Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrostrik Heidelberg geval het), Benoni, Brakpan (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrostrik Heidelberg geval het), Randfontein (uitgesonderd die plase Moadowns 1, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 en Rietfontein 48), Springs, Nigel, Vereeniging, Vanderbijlpark, Westonaria en Kempton Park (uitgesonderd daardie gedeeltes wat binne die landdrostrik Pretoria geval het en wat ingevolge Goewermentskennisgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 by die landdrostrik Kempton Park ingelyf is), nagekom word deur alle werkgewers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en in die Bedryf werksaam is.

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

(c) Klousules 4 tot en met 24 is nie van toepassing nie op—
(i) 'n bestuurder of op sy vrou indien sy saam met hom werk nie, en ook nie op 'n werkgewer ten opsigte van sodanige bestuurder of bestuurder en vrou nie: Met dien verstande dat die aanstelling van genoemde bestuurder, met of sonder sy vrou, skriftelik gedoen en aanvaar is en die voorwaardes betreffende besoldiging, jaarlikse verlof (met inbegrip van pro rata-verlof) en diensopsegging waaraan sodanige aanstelling onderworpe is, minstens ewe gunstig is as dié wat in hierdie Ooreenkoms voorgeskryf word;

(ii) 'n buitewerkoopsbestuurder of -bestuurderes of op 'n werkgewer van sodanige buitewerkoopsbestuurder of -bestuurderes: Met dien verstande dat die aanstelling van genoemde buitewerkoopsbestuurder of -bestuurderes skriftelik gedoen en aanvaar is en die voorwaardes betreffende besoldiging, jaarlikse verlof (met inbegrip van pro rata-verlof) en diensopsegging waaraan sodanige aanstelling onderworpe is, minstens ewe gunstig is as dié wat in hierdie Ooreenkoms voorgeskryf word;

20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the areas specified in paragraph (b) of this notice and with effect from the first day of the calendar month following the date of publication of this notice and for the period ending three years from the said first day, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (h), 17, 18, 19, and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry 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

(WITWATERSRAND AND VEREENIGING)

MAIN AGREEMENT

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

Hotel Association of the Transvaal

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

Witwatersrand Liquor and Catering Trade Employees' Union (hereinafter referred to as "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Liquor and Catering Trade (Witwatersrand and Vereeniging).

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg (excluding that portion which prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg), Benoni, Brakpan (excluding that portion which prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg), Randfontein (excluding the farms Moadowns 1, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 and Rietfontein 48), Springs, Nigel, Vereeniging, Vanderbijlpark, Westonaria and Kempton Park (excluding those portions which fell within the Magisterial District of Pretoria and which were transferred to the Magisterial District of Kempton Park in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970), by all employers in the Liquor and Catering Trade who are members of the employers' organisation and by all employees who are members of the trade union and employed in the Trade.

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

(c) The provisions of clauses 4 to 24 inclusive shall not apply—

(i) to a manager or to his wife if she is jointly employed with him, or to an employer in respect of such manager or manager and wife: Provided that the appointment of the said manager, with or without his wife, setting out conditions not less favourable than those prescribed by this Agreement for remuneration, annual leave (including pro rata leave) and notice of termination of employment has been made and accepted in writing;

(ii) to an off-sales manager or an off-sales manageress or to an employer of such off-sales manager or off-sales manageress: Provided that the appointment of the said off-sales manager or off-sales manageress setting out conditions not less favourable than those prescribed by this Agreement for remuneration, annual leave (including pro rata leave) and notice of termination of employment has been made and accepted in writing;

(iii) 'n werkgewer of enige werknemer van daardie werkgewer wat besigheid dryf in 'n bedryfsinrigting in die gebied van die gesondheidskomitee van Devon, die plaaslike gebiedskomitee van Magaliesburg, die Aloe Fjord-plesieroord op Plaas 100 in die landdrostrik Vereeniging en die dorp Lochvaal in die landdrostrik Vanderbijlpark. Met dien verstande dat genoemde werkgewers die Raad skriftelik verseker dat die voorwaardes wat op sy werknemers van toepassing sal wees, minstens ewe gunstig is as die wat in hierdie Ooreenkoms vir jaarlikse verlof (met inbegrip van pro rata-verlof) en diensopsegging voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWINGS

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

“assistent-bestuurder” of “assistent-bestuurderes” 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat 'n bestuurder of bestuurderes help met die uitvoering van sy of haar pligte en wat gedurende sy of haar afwesigheid namens hom of haar kan optree;

“kroegman” 'n manlike werknemer, uitgesonderd 'n wynkelner, wat drank oor die toonbank of vanuit die kroeg in 'n bedryfsinrigting verkoop;

“kroegman, gekwalifiseer,” 'n kroegman met minstens een jaar ondervinding;

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

“kroegvrou” 'n vroulike werknemer wat drank oor 'n toonbank of vanuit die kroeg in 'n bedryfsinrigting verkoop;

“kroegvrou, gekwalifiseer,” 'n kroegvrou met minstens een jaar ondervinding;

“kroegvrou, ongekwalifiseer,” 'n kroegvrou met minder as een jaar ondervinding;

“biljartman” 'n werknemer wat biljarttafels, biljartkamers en/of ander biljartuitrusting versorg en in stand hou en kan help met die puntetelling en ander dergelyke werksaamhede;

“los werknemer” 'n werknemer wat deur dieselfde werkgewer in diens geneem word vir hoogstens vier dae in 'n week of wat tydelik in diens geneem word in die Drank- en Verversingsbedryf in of in verband met 'n besigheid wat kragtens 'n tydelike dranklisensie of 'n sportgrondensensie gedryf word;

“kamerbediende” of “huisbediende” 'n vroulike werknemer wat slaapkamers, woonvertreke of ander dele van 'n bedryfsinrigting afstof of aan die kant maak, beddens opmaak en help met die ontvangs en heelmaak van huishoudelike linne, die hantering van linne en wasgoed, die uitreiking van voorrade en toesighouding oor graad II-werknemers;

“klerk” 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- Skryf en/of tik en/of 'n ander vorm van klerklike werk;
- geld ontvang en/of hanteer;
- rekenings uitmaak en/of kwitansies uitreik;
- plekbesprekings doen en/of gaste ontvang;
- 'n skakelbord bedien;
- toesig hou oor die ontvangs en/of uitreiking en/of versending van goedere en aantekening daarvan hou;
- met die hand of met 'n masjien, na gelang van die geval, rekeningkunde, administratiewe of bevorderende prosedures of funksies verrig wat nie inbegrepe is, by die bedrywighede elders in hierdie klousule omskryf nie;

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

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

“kleedkamerbediende” 'n werknemer wat kledingstukke of ander artikels van gaste of besoekers in veilige bewaring neem en wat ook daarvoor verantwoordelik kan wees om die kleedkamer skoon en netjies te hou;

“kok” 'n werknemer wat voedsel berei en/of kook: Met dien verstande dat indien 'n werknemer slegs werk verrig wat in die omskrywing van “kombuushulp”, “kelner”, “kelnerin” of “graad II-werknemer” gespesifiseer word, hy/sy nie geag word 'n kok te wees nie;

“kok, gekwalifiseer,” 'n kok met minstens vier jaar ondervinding;

“kok, ongekwalifiseer,” 'n kok met minder as vier jaar ondervinding;

(iii) to an employer, or to any employee of that employer, who carries on business in an establishment in the areas of the Devon Health Committee; the local area committee of Magaliesburg; the Aloe Fjord Resort on Farm 100 in the Magisterial District of Vereeniging; and the Lochvaal Township in the Magisterial District of Vanderbijlpark. Provided that the said employer undertakes in writing to the Council that conditions not less favourable than those prescribed by this Agreement for annual leave (including pro rata leave) and notice of termination of employment will apply to his employees.

2. PERIOD OF OPERATION OF THE AGREEMENT

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

3. DEFINITIONS

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

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

“barman” means a male employee other than a wine steward, engaged in the sale of liquor over the counter or from the bar in an establishment;

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

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

“barmaid” means a female employee engaged in the sale of liquor over the counter or from the bar in an establishment;

“barmaid, qualified,” means a barmaid who has had not less than one year's experience;

“barmaid, unqualified,” means a barmaid who has had less than one year's experience;

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

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

“chambermaid” or “housemaid” means a female employee employed in dusting or tidying bedrooms, living rooms or other parts of an establishment, making beds and assisting in the receipt and mending of household linen, handling linen and laundry, issuing stores and supervising Grade II employees; and

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

- Writing and/or typing and/or any form of clerical work;
- receiving and/or handling money;
- making out accounts and/or issuing receipts;
- making bookings and/or receiving guests;
- operating a telephone switchboard;
- supervising and recording the receipt and/or issue and/or despatch of goods;
- carrying out, either manually or mechanically, any accounting, administrative or promotional procedure or function not included in the occupation elsewhere defined in this clause;

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

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

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

“cook” means an employee engaged in the preparation and/or cooking of food; provided that where an employee performs only such work as is specified in the definitions of “kitchen-hand”, “waiter”, “waitress” or “Grade II employee” he or she shall not be deemed to be a cook;

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

“cook, unqualified,” means a cook who has had less than four years' experience;

"Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf (Witwatersrand en Vereeniging) wat ingevolge artikel 19 van die Wet geregistreer is;

"toonbankbediener" 'n werknemer, uitgesonderd 'n kroegman, kroegvrou of klerk, wat by 'n toonbank werk of oor 'n toonbank toesig hou waar of waarvandaan nie-alkoholiese drank en/of voedsel en/of ander goedere verkoop of aan kliente bedien word;

"dag" 'n tydperk van 24 uur wat om middernag begin en eindig; met dié voorbehoud dat 'n "dag" ten opsigte van nagwerkers 'n tydperk van 24 uur beteken wat om 12-uur middag begin en eindig;

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

"afdelingsbestuurder" of "afdelingsbestuurderes" 'n manlike of vroulike werknemer wat spesifiek deur die werkgever gelas word om die bestuurder behulpsaam te wees met algemene toesig oor, verantwoordelikheid vir en die reëling van een of meer van ondervermelde bedrywighede wat beoefen word in of in verband met die bedryfsinrigting waarin hy, of sy, werksaam is, naamlik—

- (a) die aankoop, bære of uitdeling van voedsel en drank;
- (b) die bære, instandhouding en uitdeling van uitrusting wat met voedsel of drank in verband staan;
- (c) die hou van bankette, konferensies en ander funksies;
- (d) die daarstelling en bemaking van dienste en die bevordering van openbare betrekkinge;
- (e) die handhawing van werkgever- en werknemersverhoudings, met inbegrip van die indiensneming en ontslag van personeel;
- (f) die bestuur en organisasie van twee of meer restaurants en/of eetsale;
- (g) die bestuur en organisasie van twee of meer kombuise en die bereiding van voedsel daarin;
- (h) veiligheid;
- (i) die bestuur en organisasie van was-, stryk- en persoonlike dienste;
- (j) instandhouding van persele, masjinerie en uitrusting;
- (k) instandhouding van meubels en toebehore;
- (l) die bestuur en organisasie van dié gedeelte van die perseel waar gaste aankom of vertrek;
- (m) die rekenings en geldsake van die bedryfsinrigting;
- (n) die sekretariële en bedryfsake van die bedryfsinrigting;

en wat aan die hoof staan van een of meer werknemers en daarvoor verantwoordelik is dat hulle hul pligte in verband met voorreemde bedrywighede op doeltreffende wyse verrig;

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

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

"graad II-werknemer" 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig, nl.:

- (a) Voedselware, gerei of ander artikels dra en/of versit;
- (b) voedselware weeg en/of afmeet en/of verpak en/of verseël;
- (c) gerei, meubels, persele, voertuie, skoeisel, groente, vis, pluimvee of ander artikels skoonmaak, maar nie was- of strykwerk doen nie;
- (d) vure maak of aan die gang hou en/of vuilgoed verwyder;
- (e) pluimvee pluk, vrugte of groente skil en/of stukkend sny, eiers kook, roosterbrood en tee of dergelike drankte maak;
- (f) diere of pluimvee versorg;
- (g) tuinmaak (d.w.s. onder toesig plant, spit, hark, gras sny, materiaal spreid, meng, tuin natgooi of natlei, heinings knip);
- (h) bottels of ander artikels verpak of sorteer;
- (i) handvoertuie stoot of trek;
- (j) persele, bagasie of ander artikels bewaak, dog nie persele, geboue, hekke of ander eiendom snags bewaak nie;
- (k) goedere te voet of per fiets, driewieler of handvoertuig aflewer;

"Council" means the Industrial Council for the Liquor and Catering Trade (Witwatersrand and Vereeniging) registered in terms of section 19 of the Act;

"counter-attendant" means an employee other than a barman, barmaid or clerical employee who is engaged on or is in charge of a counter from or at which non-alkoholic refreshments and/or food and/or other goods are sold or served to customers;

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

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

"department manager" or "department manageress" means a male or female employee, as the case may be, who is specifically charged by the employer to assist the manager with the overall supervision over, responsibility for and direction of one or more of the following activities carried on in or in connection with the establishment in which he or she is employed:

- (a) The purchase, storage and distribution of food and beverages;
 - (b) the storage, maintenance and distribution of equipment, pertaining to food and liquor;
 - (c) the holding of banquets, conferences and other functions;
 - (d) the establishment, and marketing of services and the promoting of public relations;
 - (e) relationships between the employer and employees, including the engagement and dismissal of staff;
 - (f) the management and conduct of two or more restaurants and/or dining-rooms;
 - (g) the management and conduct of two or more kitchens and the preparation of food therein;
 - (h) security;
 - (i) the management and conduct of laundry and valet services;
 - (j) the maintenance of the premises, plant and equipment;
 - (k) the maintenance of furnishing and fittings;
 - (l) the management and conduct of the area in which guests arrive or depart;
 - (m) the accounts and financial affairs of the establishment;
 - (n) the secretarial and business affairs of the establishment;
- and who is in charge of one or more employees and is responsible for the efficient performance by them of their duties in connection with the said activity or activities.

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

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

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

- (a) carrying and/or moving foodstuffs, utensils or other articles;
- (b) weighing and/or measuring and/or packing and/or sealing foodstuffs;
- (c) cleaning utensils, furniture, premises, vehicles, footwear, vegetables, fish, poultry, or other articles other than doing washing or ironing;
- (d) making or maintaining fires and/or removing refuse;
- (e) plucking poultry, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea or similar beverages;
- (f) tending animals or poultry;
- (g) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering, clipping hedges);
- (h) packing and sorting bottles or other articles;
- (i) pushing or pulling any manually propelled vehicle;
- (j) guarding premises, luggage or other articles, other than guarding premises, buildings, gates or other property by night;
- (k) delivering goods on foot or by means of a bicycle, tricycle or any manually propelled vehicle;

- (l) tennisbane rol en merk;
- (m) swembaddens skoonmaak en versien;
- (n) beddens opmaak;
- (o) 'n kombuis- en/of goederehyser bedien;
- (p) sleutels, boodskappe en briewe aan gaste besorg;

(q) boodskappe, bagasie en persoonlike besittings in ontvangs neem en/of hanteer wanneer die hoteljoggie of portier kragtens klousule 6 (3) afwesig is;

(r) die pligte van 'n nagwag nakom wanneer die nagwag kragtens klousule 6 (3) afwesig is;

en vir die toepassing van hierdie woordskrywing omvat die uitdrukking "voedselware, gerei of ander artikels dra" nie die aandra van etes of verversings na gaste nie, uitgesonderd tee of dergelike drank en warm water vroeg in die oggend;

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

"faktotum" 'n werknemer wat geringe herstelwerk aan meubels, masjinerie of ander uitrusting doen en wat geboue of kamers kan herstel of opknop en sluit ook 'n werknemer in wat paadjies, tuinmure, ens., aanlê, bou en herstel, gebreke vensterruite en gebreke deur- of venstertoebehorens herstel of vervang, en onbruikbare elektriese lampe of buise vervang;

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

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

"hoofkelner" 'n kelner wat aan die hoof staan van en toesig hou oor kelners en/of kelnerinne en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

"hoofkelnerin" 'n kelnerin wat aan die hoof staan van en toesig hou oor kelnerinne en wat daarvoor verantwoordelik is dat hulle hul pligte op 'n doeltreffende wyse verrig;

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

"huishoudster" 'n vroulike werknemer wat toesig hou oor die uitrusting en instandhouding van slaapkamers, woonvertreke of ander dele van die perseel, asook oor die uitreiking van voorrade, en wat ook algemeen verantwoordelik kan wees vir die linne en vir die ontvangs, bewaring, hantering, herstel en/of was en stryk van sodanige linne en ook die pligte van 'n kombuisopsigter kan nakom;

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

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

"kombuisopsigter" 'n werknemer wat toesig het oor die ontvangs, berg en hantering van voedselvoorrade en/of die opdis van voedsel vanuit die kombuis, spens of ander perseel waar dit berei word, kontroleer;

"Drank- en Verversingsbedryf" die bedryf wat uitgeoefen word deur werkgewers en werknemers wanneer hulle, hetsy tydelik of permanent, 'n besigheid dryf waar drank verkoop word en in verband waarmee een of meer van die volgende gehou moet word:

- 'n Kantiendranklisensie;
- 'n hotel dranklisensie;
- 'n restaurant dranklisensie;
- 'n wyn- en bierlisensie;

- (l) rolling and marking tennis courts;
- (m) cleaning and servicing swimming pools;
- (n) making beds;
- (o) working a kitchen and/or goods lift;
- (p) delivering keys, messages and letters to guests;
- (q) receiving and/or attending to messages, baggage and personal effects when the page or porter is absent in terms of clause 6 (3);

(r) performing the duties of a night watchman when the night watchman is absent in terms of clause 6 (3); for the purpose of this definition the expression "carrying foodstuffs, utensils or other articles" does not include carrying meals or refreshments to guests other than early morning tea or similar beverages and hot water;

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

"handyman" means an employee who is engaged in making minor repairs to furniture, plant or other equipment and who may effect repairs or renovations to buildings or rooms, and shall include an employee who is engaged in the construction and repair of pathways and garden walls and the like, the repair or replacement of broken window panes and broken door or window fittings or the replacement of unserviceable electric lamps or tubes;

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

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

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

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

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

"housekeeper" means a female employee engaged in supervising the equipment and servicing of bedrooms, living rooms or other parts of the premises and/or the issuing of stores, who may also be in general charge of linen and responsible for the receiving, storing, handling, repairing and/or laundering of such linen and who may also perform the duties of a kitchen supervisor;

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

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

"kitchen supervisor" means an employee who is engaged in supervising the receiving, storing, issuing and handling of food stores and/or checking the service of food from the kitchen, still-room or other premises where it is prepared;

"liquor and catering trade" means the trade carried on by the employers and employees when conducting, whether temporarily or permanently, a business where the sale of liquor is carried on and in connection with which there is required to be held one or more of the following:

- A bar liquor licence;
- a hotel liquor licence;
- a restaurant liquor licence;
- a wine and malt liquor licence;

- 'n teaterdranklisensie;
- 'n sportgrondedranklisensie;
- 'n tydelike dranklisensie;
- 'n nagtelike geleentheidslisensie;

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

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

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

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

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

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

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

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

"buiteverkoopsbestuurder of buiteverkoopsbestuurderes" 'n manlike of vroulike werknemer, na gelang van die geval, wat in diens is vir en spesifiek deur sy of haar werkgever belas is met die algemene toesig-houding oor, verantwoordelikheid vir en die reëling van die werksaamhede verrig in of in verband met die verkoop van drank vir verbruik buite die perseel van die bedryfsinrigting;

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

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

"portier" 'n werknemer, 18 jaar oud of ouer, wat passasiers by treine of ander voertuie afhaal, gaste ontvang, plekke bespreek, toesig hou oor skoonmaakwerk, verskillende afdelings van die persele inspekteer, boodskappe, bagasie en persoonlike besittings ontvang, aflewer en/of versorg, telefoonoproepe beantwoord en 'n skakelbord bedien in die afwesigheid van die gereelde telefonis;

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

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

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

"sesdagbedryfsinrigting" 'n bedryfsinrigting waarin die drank- en verversingsbedryf vir ses dae per week beoefen word;

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

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

(1) wat as openbare restaurants, vis-en-skyfiewinkels, kafees of teekamers gebruik word; en/of

(2) waaruit etes en/of nie-alkoholiese verversings verskaf word; en/of

- a theatre liquor licence;
- a sportsground liquor licence;
- a temporary liquor licence;
- a late hours occasional liquor licence;

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

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

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

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

"night watchman" means an employee who is employed in guarding premises, buildings, gates or other property by night; polishing and cleaning furniture, boots and premises; making fires; and who may in addition, attend to guests on arrival or departure and assist in serving them with meals or refreshments outside the normal meal times for guests;

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

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

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

"off-sales manager" or "off-sales manageress" means a male or female employee, as the case may be, employed in and specifically charged by his or her employer with the overall supervision over, responsibility for and direction of the activities carried on in or in connection with the sale of liquor for consumption off the premises of the establishment;

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

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

"porter" means an employee of the age of 18 years or over, who is engaged in meeting trains or other conveyances, receiving guests, making bookings, supervising, cleaning, inspecting various sections of the premises; receiving, delivering and/or attending to messages, baggage and personal effects, answering telephone calls, and operating a telephone switchboard in the absence of the regular operator;

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

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

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

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

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

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

(1) used as public restaurants, fish and chips shops, cafés or tearooms; and/or

(2) wherefrom are supplied meals and/or non-alkoholic refreshments; and/or

(3) waarin deurlugtewater of mineraalwater in glase of ander houers verskaf word vir verbruik op sodanige perseel;

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

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

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

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

(b) losieshuise of 'n bedryfsinrigting ten opsigte waarvan 'n Bantoe-eethuislisensie vereis word of 'n bedryfsinrigting wat hom uitsluitlik toelê op die verskaffing van voedsel of versiers aan Nie-Blankes.

Met dien verstande dat enige uitsluiting uit die bestek van hierdie omskrywing ten opsigte van perseel met 'n dranklisensie geag word slegs daardie gedeelte van die betrokke perseel, uit te sluit waarin die verkoop van drank toegelaat word kragtens die dranklisensies wat gehou word deur die werkgever wat die houer van genoemde lisensies is;

“onbelaste gewig” die gewig van 'n motorvoertuig of sleepwa soos aangedui in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om sodanige lisensies ten opsigte van motorvoertuie uit te reik;

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

“kelner” of “kelnerin” 'n manlike of vroulike werknemer, uitgesonderd 'n toonbankbediener, wat tafels dek of afdek, etes of verversings opdis of aandra vir gaste en wat toebroodjies kan maak, slaad kan berei en betaling van gaste kan aanneem vir goedere, etes of verversings wat verskaf is, en ook 'n wynkelner;

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

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

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

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

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

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

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

(3) Behoudens klousule 3 en 4 van hierdie Ooreenkoms, word die terme “kroegman”, “kroegvrou”, “kelner”, “kelnerin” en “kok” geag 'n “hoofkroegman”, “hoofkroegvrou”, “hoofkelner”, “hoofkelnerin” en “hoofkok” in te sluit.

(3) wherein are supplied aerated or mineral waters in glasses or other containers for consumption thereon;

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

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

but does not include such activities carried on in—

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

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

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

“unladen weight” means the weight of any motor vehicle or trailer as expressed 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;

“wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 6 (1) and (2); and where an employee is regularly in receipt of more than the minimum wage prescribed in clause 4, such excess shall be regarded as part of his wage. For the purpose of assessing the amount payable for, or in lieu of, annual leave (clause 7), sick leave (clause 8), and in lieu of notice to terminate employment (clause 13) “wage” shall include the cash equivalent, prescribed in clause 5 (7), of meals to which such employee is entitled in terms of clause 4;

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

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

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

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

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

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

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

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

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

4. LONE

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

(a) Werknemers, uitgesonderd los werknemers, gedurende die eerste 18 maande met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms, die loon hierna in kolom I en daarna in kolom II uiteengesit:

Klas werknemer	Per maand (plus etes terwyl hy op diens is)	
	Kolom I	Kolom II
	R	R
Bestuurder.....	225,00	236,00
Bestuurderes.....	175,00	184,00
Assistent-bestuurder—		
gedurende eerste jaar ondervinding.....	140,00	147,00
daarna.....	160,00	168,00
Assistent-bestuurderes.....	100,00	105,00
Afdelingsbestuurder.....	120,00	126,00
Afdelingsbestuurderes.....	105,00	110,00
Buiteverkoopsbestuurder.....	200,00	210,00
Buiteverkoopsbestuurderes.....	165,00	173,00
Klerk—		
gedurende eerste jaar ondervinding.....	55,00	58,00
gedurende tweede jaar ondervinding.....	70,00	73,00
gedurende derde jaar ondervinding (man).....	90,00	94,00
gedurende derde jaar ondervinding (vrou).....	80,00	84,00
daarna (man).....	130,00	136,00
daarna (vrou).....	110,00	115,00
Portier—		
gedurende eerste jaar ondervinding.....	45,00	47,00
gedurende tweede jaar ondervinding.....	60,00	63,00
daarna.....	85,00	89,00
Hoteljoggie—		
gedurende die eerste jaar diens by dieselfde werkgewer.....	27,00	28,00
daarna by dieselfde werkgewer.....	35,00	37,00
Kleedkamerbediende—		
gedurende eerste jaar ondervinding.....	33,00	35,00
daarna.....	36,00	38,00
Nagwag—		
gedurende eerste jaar diens by dieselfde werkgewer.....	40,00	42,00
gedurende tweede jaar diens by dieselfde werkgewer.....	45,00	47,00
daarna by dieselfde werkgewer.....	50,00	52,00
Motorvoertuigbestuurder—		
as die onbelaste gewig van die voertuig hoog- stens 450 kg is.....	40,00	42,00
as die onbelaste gewig van die voertuig meer as 450 kg is.....	60,00	63,00
Buiteverkoopsbediener—		
gedurende eerste jaar ondervinding (man of vrou).....	70,00	73,00
gedurende tweede jaar ondervinding (man of vrou).....	85,00	89,00
daarna (vrou).....	100,00	105,00
gedurende derde jaar ondervinding (man).....	100,00	105,00
gedurende vierde jaar ondervinding (man).....	106,00	111,00
gedurende vyfde jaar ondervinding (man).....	112,00	118,00
daarna (man).....	128,00	134,00
Kroegman of kroegvrou—		
gedurende eerste ses maande ondervinding.....	110,00	115,00
gedurende tweede ses maande ondervinding.....	140,00	147,00
daarna.....	170,00	178,00
Hoofkroegman of hoofkroegvrou.....	200,00	210,00
Kelner of kelnerin—		
gedurende eerste jaar ondervinding.....	33,00	35,00
gedurende tweede jaar ondervinding.....	35,00	37,00
gedurende derde jaar ondervinding.....	40,00	42,00
daarna.....	52,00	55,00
Hoofkelner of hoofkelnerin.....	65,00	68,00
Wynkelner—		
gedurende eerste jaar ondervinding.....	33,00	35,00
gedurende tweede jaar ondervinding.....	35,00	37,00
gedurende derde jaar ondervinding.....	40,00	42,00
daarna.....	52,00	55,00
Biljartman.....	50,00	52,00

4. WAGES

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

(a) Employees other than casual employees, during the first 18 months with effect from the date of coming into operation of this Agreement, as set out in column I hereunder and thereafter as set out in column II hereunder:

Class of employee	Per month (plus meals whilst on duty)	
	Column I	Column II
	R	R
Manager.....	225,00	236,00
Manageress.....	175,00	184,00
Assistant manager—		
during first year of experience.....	140,00	147,00
thereafter.....	160,00	168,00
Assistant manageress.....	100,00	105,00
Department manager.....	120,00	126,00
Department manageress.....	105,00	110,00
Off-sales manager.....	200,00	210,00
Off-sales manageress.....	165,00	173,00
Clerical employee—		
during first year of experience.....	55,00	58,00
during second year of experience.....	70,00	73,00
during third year of experience (male).....	90,00	94,00
during third year of experience (female).....	80,00	84,00
thereafter (male).....	130,00	136,00
thereafter (female).....	110,00	115,00
Porter—		
during first year of experience.....	45,00	47,00
during second year of experience.....	60,00	63,00
thereafter.....	85,00	89,00
Page—		
during first year's service with the same employer.....	27,00	28,00
thereafter, with the same employer.....	35,00	37,00
Cloak-room attendant—		
during first year of experience.....	33,00	35,00
thereafter.....	36,00	38,00
Night watchman—		
during first year's service with the same employer.....	40,00	42,00
during second year's service with the same employer.....	45,00	47,00
thereafter with the same employer.....	50,00	52,00
Motor vehicle driver—		
if unladen weight of vehicle does not exceed 450 kg.....	40,00	42,00
if unladen weight of vehicle exceeds 450 kg..	60,00	63,00
Off-sales attendant—		
during first year of experience (male or female).....	70,00	73,00
during second year of experience (male or female).....	85,00	89,00
thereafter (female).....	100,00	105,00
during third year of experience (male).....	100,00	105,00
during fourth year of experience (male).....	106,00	111,00
during fifth year of experience (male).....	112,00	118,00
thereafter (male).....	128,00	134,00
Barman or barmaid—		
during first six months of experience.....	110,00	115,00
during second six months of experience...	140,00	147,00
thereafter.....	170,00	178,00
Head barman or head barmaid.....	200,00	210,00
Waiter or waitress—		
during first year of experience.....	33,00	35,00
during second year of experience.....	35,00	37,00
during third year of experience.....	40,00	42,00
thereafter.....	52,00	55,00
Head waiter or head waitress.....	65,00	68,00
Wine steward—		
during first year of experience.....	33,00	35,00
during second year of experience.....	35,00	37,00
during third year of experience.....	40,00	42,00
thereafter.....	52,00	55,00
Billiard marker.....	50,00	52,00

Klas werknemers	Per maand (plus etes terwyl hy op diens is)	
	Kolom I	Kolom II
	R	R
Toonbankbediener—		
gedurende eerste jaar ondervinding.....	50,00	52,00
daarna.....	55,00	58,00
Kok—		
gedurende eerste jaar ondervinding.....	35,00	37,00
gedurende tweede jaar ondervinding.....	40,00	42,00
gedurende derde jaar ondervinding.....	45,00	47,00
gedurende vierde jaar ondervinding.....	50,00	52,00
daarna.....	60,00	63,00
Hoofkok.....	90,00	94,00
Kombuishulp—		
gedurende eerste jaar diens by dieselfde werk- gewer.....	35,00	37,00
daarna by dieselfde werkgewer.....	40,00	42,00
Kombuisopsigter.....	75,00	79,00
Faktootum.....	70,00	73,00
Huishoudster.....	80,00	84,00
Kamerbediende—		
gedurende eerste jaar diens by dieselfde werkgewer.....	35,00	37,00
daarna by dieselfde werkgewer.....	40,00	42,00
Wasseryhulp—		
gedurende die eerste jaar ondervinding.....	35,00	37,00
daarna.....	40,00	42,00
Graad II-werknemer (man)—		
gedurende eerste jaar diens by dieselfde werkgewer.....	35,00	37,00
daarna by dieselfde werkgewer.....	40,00	42,00
Graad II-werknemer (vrou)—		
gedurende eerste jaar diens by dieselfde werkgewer.....	28,00	29,00
daarna by dieselfde werkgewer.....	33,00	35,00
	Plus gratis etes en huisvesting.	
Hotelkwekling—		
gedurende eerste 12 maande opleiding.....	50,00	52,00
gedurende volgende 12 maande opleiding.....	60,00	63,00
daarna.....	70,00	73,00
	Per uur of deel van 2 n uur	
Deeltydse werknemer (man).....	0,65	0,68
Deeltydse werknemer (vrou).....	0,50	0,52

(b) Vir los werknemers—

Klas werk	Vir 2 uur diens of minder per dag	Vir elke uur diens of deel daarvan van meer as twee uur en tot 8 uur per dag	Vir elke uur of deel daarvan meer as 8 uur per dag
	Min. R	R	R
Kroegman of kroegvrou	2,00	0,80	1,00
Buiteverkoopsbediener....	2,00	0,80	1,00
Klerk, man.....	2,00	0,80	1,00
Klerk, vrou.....	1,60	0,60	0,70
Kok.....	2,00	0,80	1,00
Kelner of kelnerin.....	1,60	0,60	0,70
Toonbankbediener.....	1,60	0,60	0,70
Graad II-werknemer....	1,20	0,40	0,50
Alle andere.....	1,50	0,50	0,60:

Met dien verstande dat waar 'n los kelnerin op 'n Sondag of openbare vakansiedag vermeld in klousule 9 moet werk, sy minstens R2,80 betaal moet word vir vier uur of minder en 70 sent vir elke uur of deel daarvan wat sy langer as vier uur werk.

Class of employee	Per month (plus meals whilst on duty)	
	Column I	Column II
	R	R
Counter-attendant—		
during first year of experience.....	50,00	52,00
thereafter.....	55,00	58,00
Cook—		
during first year of experience.....	35,00	37,00
during second year of experience.....	40,00	42,00
during third year of experience.....	45,00	47,00
during fourth year of experience.....	50,00	52,00
thereafter.....	60,00	63,00
Head cook.....	90,00	94,00
Kitchenhand—		
during first year's service with the same employer.....	35,00	37,00
thereafter with the same employer.....	40,00	42,00
Kitchen supervisor.....	75,00	79,00
Handyman.....	70,00	73,00
Housekeeper.....	80,00	84,00
Chambermaid—		
during first year's service with the same employer.....	35,00	37,00
thereafter with the same employer.....	40,00	42,00
Laundryhand—		
during first year of experience.....	35,00	37,00
thereafter.....	40,00	42,00
Grade II employee (male)—		
during first year's service with the same employer.....	35,00	37,00
thereafter with the same employer.....	40,00	42,00
Grade II employee (female)—		
during first year's service with the same employer.....	28,00	29,00
thereafter with the same employer.....	33,00	35,00
	Plus free board and lodging.	
Hotel trainee—		
during first 12 months of training.....	50,00	52,00
during next 12 months of training.....	60,00	63,00
thereafter.....	70,00	73,00
	Per hour or part thereof	
Part-time employee (male).....	0,65	0,68
Part-time employee (female).....	0,50	0,52

(b) Casual employees—

Class of employment	For 2 hours employment or less in any one day	For each hour or part thereof of employ- ment over 2 hours up to 8 hours in any one day	For each hour or part thereof of employ- ment in excess of 8 hours in any one day
	Min. R	R	R
Barman or barmaid....	2,00	0,80	1,00
Off-sales attendant.....	2,00	0,80	1,00
Clerical employee, male.	2,00	0,80	1,00
Clerical employee, female	1,60	0,60	0,70
Cook.....	2,00	0,80	1,00
Waiter or waitress.....	1,60	0,60	0,70
Counter-attendant.....	1,60	0,60	0,70
Grade II employee.....	1,20	0,40	0,50
All other.....	1,50	0,50	0,60:

Provided that where a casual waitress is required to work on a Sunday or a public holiday specified in clause 9 she shall be paid an amount of not less than R2,80 cents for four hours or less and 70 cents for each hour or part thereof worked in excess of four hours.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule en behoudens klousule 13, is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, maandeliks, en 'n werknemer moet, behoudens subklousule (4) en klousule 5 (6), vir 'n maand minstens die volle maandloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, ongeag of hy in enige week van daardie maand die maksimum getal gewone ure voorgeskryf in klousule 6 (1) gewerk het, of minder.

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

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

(i) ses in die geval van 'n werknemer in 'n sesdagbedryfs-inrigting;

(ii) sewe in die geval van 'n werknemer in 'n sewedagbedryfs-inrigting.

(c) Vir 'n onvoltooide week of maand diens moet 'n werknemer vir die getal dae gewerk teen die dagloon betaal word.

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

(4) 'n Werkgewer wat 'n lid van een klas van sy werknemers aanse of toelaat om vir langer as altesaam een uur op 'n enkele dag, hietsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor daar in subklousule 1 (a) of—

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

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

voorgeskryf word, moet aan sodanige werknemer vir die hele dag waarop die werknemer sodanige werk verrig, dieselfde loon betaal as wat voorgeskryf is vir sodanige hoër klas werknemer, of vir 'n gekwalifiseerde werknemer wat daardie klas werk verrig, na gelang van die geval. Met dien verstande dat indien 'n werknemer aangesê word om vir hoogstens een dag in 'n week die plek van 'n werknemer in te neem gedurende laasgenoemde se vry tyd soos in klousule 6 (3) vermeld, hierdie subklousule nie van toepassing is nie.

(5) *Etes.*—'n Los werknemer moet die etes ontvang wat binne sy werker val, en indien sodanige etes nie verskaf word nie, moet hy in plaas van elke ete en benewens die loon in klousule 4 (1) (c) voorgeskryf, minstens 15 sent betaal word as hy 'n graad II-werknemer, kombuis hulp of nagwag is, en minstens 30 sent as hy 'n ander werknemer as 'n graad II-werknemer, kombuis hulp of nagwag is.

(6) *Klere toelae.*—(a) 'n Werkgewer wat van sy werknemers, uitgesonderd los werknemers, vereis dat hulle 'n uniform, voorskoot of wit baadjie dra, moet sodanige uniform, voorskoot of wit baadjie gratis verskaf en moet dit op eie koste laat skoonmaak of was en stryk en in 'n behoorlike toestand hou; sodanige kledingstuk of voorwerp bly egter die eiendom van die werkgewer. Met dien verstande dat daar nie van 'n werkgewer vereis kan word nie dat hy 'n aandpak verskaf aan 'n kelner wie se loon minstens R17,33 per maand meer is as dié in subklousule (1) (a) van hierdie klousule vir hom voorgeskryf.

(b) Indien 'n werkgewer van 'n los werknemer vereis dat hy 'n aandpak of 'n wit of alpakkabaadjie dra, moet die werknemer, benewens die loon in klousule 4 (1) (b) voorgeskryf, minstens 35 sent vir 'n aandpak en 15 sent vir 'n wit of alpakkabaadjie betaal word indien hy sodanige aandpak of baadjie self verskaf.

(c) Die werkgewer van 'n hotelkwekeling moet die koste betaal vir die was en stryk van die kwekeling se uniform en persoonlike klerasie.

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

(8) Niks in hierdie Ooreenkoms mag lone wat gunstiger is vir die werknemer as dié in hierdie Ooreenkoms vervat, verlaag nie.

5. BETALING VAN BESOLDIGING

(1) 'n *Ander werknemer as 'n los werknemer.*—Behoudens klousule 7 (5), moet alle bedrae wat aan 'n werknemer verskuldig is maandeliks, of weekliks as die werkgewer en die werknemer skriftelik so ooreengekom het, in kontant aan hom betaal word gedurende werkure op die gewone betaaldag van die bedryfs-inrigting en wel, in die geval van maandelikse betaling, voor of om 2-uur nm, op die eerste weekdag van die maand, en vir graad II-werknemers voor of om 2-uur nm, op die derde weekdag van die maand, of by diensbeëindiging, as dit voor die gewone betaaldag geskied, en sodanige bedrag moet in 'n kovert of ander omslag wees of vergesel gaan van 'n staat wat wesenlik in die vorm van Aanhangsel C is, en waarop aangedui word hoe die betaalde bedrag bereken is.

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

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

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

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

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

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

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

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

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

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

is prescribed in subclause 1 (a), shall pay to such employee in respect of the whole day on which the employee performs such work, the same rate of wage prescribed to such higher class of employee, or to a qualified employee doing that class of work, as the case may be. Provided that where an employee is required for not more than one day, in any week to take the place of an employee during the latter's free period referred to in clause 6 (3), the provisions of this subclause shall not apply.

(5) *Meals.*—A casual employee shall receive such meals as fall within his working hours and where such meals are not provided he shall be paid, in addition to the wage prescribed in clause 4 (1) (c), an amount of not less than 15 cents if a Grade II employee, kitchenhand or night watchman, and not less than 30 cents if an employee other than a Grade II employee, kitchenhand or night watchman, in lieu of each meal.

(6) *Dress allowance.*—(a) An employer who requires his employees, other than a casual employee to wear a uniform, apron or white coat shall supply such uniform, apron or white coat free of charge and shall at his own expense clean or launder it and maintain it in a fit and proper state of repair, but such garment or article shall remain the property of the employer. Provided that an employer shall not be required to supply a dress-suit to any waiter who receives a wage which exceeds that prescribed for him in subclause (1) (a) of this clause by not less than R17,33 per month.

(b) Whenever a casual employee is required by his employer to wear evening dress of a white or alpaca jacket, he shall be paid, in addition to the wages prescribed in clause 4 (1) (b) an amount of not less than 35 cents in respect of evening dress and 15 cents in respect of a white or alpaca jacket, if such evening dress or jacket is supplied by himself.

(c) The employer of an hotel trainee shall pay the expenses of laundering the trainee's uniform and personal clothing.

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

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

5. PAYMENT OF REMUNERATION

(1) *An employee other than a casual employee.*—Save as provided in clause 7 (5) any amount due to an employee shall be paid in cash monthly, or, if the employer and employee have agreed thereto, in writing, weekly, during the hours of work on the usual pay-day of the establishment which in the case of monthly payments shall be not later than 2 p.m., on the first weekday of the month and for Grade II employees not later than 2 p.m., on the third weekday of the month, or on termination of employment if this takes place before the usual pay-day; and shall be contained in an envelope or other container and accompanied by a statement substantially in the form of Annexure C showing how the amount paid has been calculated.

(2) *Los werknemers.*—'n Werkgever moet die besoldiging aan sy los werknemer verskuldig, by diens beëindiging in kontant aan hom betaal.

(3) *Premies.*—Geen bedrag vir die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werknemer regtens verplig is om by te dra.

(4) *Koop van goedere.*—'n Werkgever mag nie van sy werknemer vereis dat hy goedere van hom of van 'n winkel of persoon deur hom aangewys, koop nie.

(5) *Etes en huisvesting.*—Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, en die Wet op Bantoe-arbeid, 1964, mag 'n werkgever nie van sy werknemer vereis dat hy van hom of van enigiemand of op enige plek deur hom aangewys, etes en/of huisvesting verkry nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, versekerings-, voorsorg-, pensioen- of spaarfonds: Met dien verstande dat in die geval van 'n aftrekking vir siektebystands-, pensioen- of voorsorgfondse wat ingevolge 'n ooreenkoms tussen die partye by hierdie Ooreenkoms, of ingevolge klousule 8 (4) tot stand gekom het, die skriftelike toestemming van die werknemer nie verkry hoef te word nie;

(b) behoudens subklousule (4), met die skriftelike toestemming van die werknemer, 'n bedrag wat aan 'n werkgever verskuldig is vir goedere wat van hom of deur sy tussenkoms deur sy werknemer aangekoop is: Met dien verstande dat sodanige aftrekkings hoogstens een-derde van die totale besoldiging aan sodanige werknemer verskuldig, mag beloop;

(c) in die geval van 'n werknemer met 'n maandelikse besoldiging van meer as R80 en behoudens die toestemming van die Raad, die aftrekking van 'n bedrag gelyk aan enige tekort aan geld of goedere waarvoor die werknemer verantwoordelik was: Met dien verstande dat as enige ander persoon na die mening van die Raad in 'n posisie was om die geld of goedere te hanteer waarvoor die werknemer verantwoordelik was, genoemde werknemer nie verantwoordelik gehou mag word nie vir enige tekort aan geld of goedere en dat geen aftrekking van die werknemer se besoldiging regstreeks of onregstreeks gedoen of toegelaat mag word vir sodanige tekort nie: Voorts met dien verstande dat geen bedrag ingevolge hierdie klousule afgetrek mag word nie, tensy daar binne 48 uur na die ontdekking van die tekort by die Raad daarom aansoek gedoen word en totdat die Raad daartoe instem: Voorts met dien verstande dat die aftrekking van 'n bedrag ingevolge hierdie subklousule nie mag veroorsaak dat die werknemer minder as helfte van sy gewone besoldiging ontvang vir die maand waarin die aftrekking gedoen is nie;

(d) 'n bedrag wat deur die werkgever aan 'n werknemer op sy besoldiging voorgeskiet is;

(e) behoudens klousule 8, wanneer sy werknemer van die werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer vir sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;

(f) 'n bedrag wat 'n werkgever ingevolge of kragtens 'n wet of 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(g) heffings ooreenkomstig klousule 16 van hierdie Ooreenkoms;

(h) met die skriftelike toestemming van sy werknemer, bydraes tot die fondse van die vakvereniging ooreenkomstig klousule 20 van hierdie Ooreenkoms;

(i) as 'n werknemer (uitgesonderd 'n los werknemer of 'n hotelkwekeling) toestem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Wet op Bantoe-arbeid, 1964, verplig is om huisvesting van sy werkgever aan te neem, hoogstens die volgende bedrae:

*Huisvesting
per maand
R*

(i) Graad II-werknemer, kombuishulp, nagwag..	2,50
(ii) Bestuurder, bestuurderes, buiteverkoopsbestuurder, buiteverkoopsbestuurderes, assistent-bestuurder, assistent-bestuurderes, afdelingsbestuurder, afdelingsbestuurderes.....	10,00
(iii) Alle ander werknemers.....	5,00:

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

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

(3) *Premiums.*—No payment shall be made to or accepted by an employer either directly or indirectly, in respect of the employment or training of an employee: Provided that this subclause shall not apply in respect of the training scheme to which the employer is legally required to contribute.

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

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, as amended, and the Bantu Labour Act, 1964, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident, pension or savings fund; provided that in the case of a deduction for sick benefit, pension or provident funds existing in terms of any agreement between the parties to this Agreement or in terms of clause 8 (4), the written consent of the employee need not be obtained;

(b) subject to the provisions of subclause (4), with the written consent of the employee, a deduction of any amount due to an employer for goods purchased from or through him by his employee: Provided that such deductions shall not exceed one-third of the total remuneration due to such employee;

(c) in the case of an employee whose monthly remuneration exceeds R80, and subject to the consent of the Council, a deduction of the amount representing any deficiency in respect of money or goods which were in the charge of the employee: Provided that if, in the opinion of the Council, any other person whatsoever was in a position to handle the moneys or the goods which were placed under the employee's responsibility, the said employee shall not be held responsible for any shortages in money or goods and no deduction in respect of such shortage shall be made or permitted either directly or indirectly from the employee's remuneration: Provided further that no deduction in terms of this clause shall be made unless application for permission to do so is made to the Council within 48 hours of the discovery of the deficiency and until such permission is granted by the Council: And provided further that the making of a deduction in terms of this subclause shall not cause the employee to receive less than half his ordinary remuneration for the month in which the deduction is made;

(d) a deduction of any amount of remuneration advanced by an employer to his employee;

(e) save as provided in clause 8 when his 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 and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(f) a deduction of any amount which an employer is legally, or by any order of any competent court required or permitted to make;

(g) levies in terms of clause 16 of this Agreement;

(h) with the written consent of his employee, contributions to the funds of the trade union in terms of clause 20 of this Agreement;

(i) where an employee (other than a casual employee or an hotel trainee) agrees or in terms of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Act, 1964, is required to accept lodging from his employer a deduction not exceeding the amounts specified hereunder:

*Lodging
per month
R*

(i) Grade II employee, kitchenhand, night-watchman.....	2,50
(ii) Manager, manageress, off-sales manager, off-sales manageress, assistant manager, assistant manageress, department manager, department manageress.....	10,00
(iii) All other employees.....	5,00:

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

(7) Indien die werkgewer geen etes verskaf nie, moet die loon van 'n werknemer (uitgesonderd 'n los of deeltydse werknemer) verhoog word met minstens die volgende bedrag:

	Per maand R
(i) Graad II-werknemer, kombuishulp, nagwag...	5,50
(ii) Alle ander werknemers.....	10,50

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

(8) As daar geen etes of huisvesting aan 'n hotelkwekling verskaf word nie, moet sy loon onderskeidelik met R10,50 en R5 per maand verhoog word.

6. WERKURE, GEWONE EN OORTYDURE, EN BESOLDIGING VIR OORTYD

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer en nagwag mag in een week hoogstens die volgende beloop:

	In 'n sewedag- bedryfsinrigting	In 'n sesdag- bedryfsinrigting
Kroegman of kroegrou...	54	52
Buiterverkoopbediener.....	58	50
Graad II-werknemer.....	58	54
Alle ander werknemers.....	56	54

(b) *Los werknemer*.—Die gewone werkure van 'n los werknemer mag hoogstens nege uur per dag wees.

(c) *Nagwag*.—Die gewone werkure van 'n nagwag mag hoogstens 10 agtereenvolgende ure per dag wees.

(2) *Etenspouses*.—Wanneer 'n werknemer gedurende die etens tyd van 'n bedryfsinrigting op diens is, moet sy werkgewer hom gedurende sodanige etens tyd of binne 'n halfuur voor of na sodanige etens tyd, 'n pouse toestaan van minstens 30 minute, waarin hy sodanige werknemer nie mag aansê of toelaat om te werk nie, en sodanige etenspouse word nie geag deel van die gewone werkure of oortydure uit te maak nie. Met dien verstande dat die werktyd tussen twee sodanige etes hoogstens ses agtereenvolgende ure mag wees. Voorts met dien verstande dat werktydperke wat deur 'n pouse van minder as 30 minute onderbreek word, geag word aaneenlopend te wees.

(3) *Weeklikse vry tyd*.—(a) In 'n sewedagbedryfsinrigting moet 'n werkgewer vry tyd soos volg toestaan:

(i) Aan alle werknemers, uitgesonderd graad II-werknemers een volle dag vry per week;

(ii) Aan graad II-werknemers, een halfdag per week vanaf 2-uur nm. tot middernag, wat verhoog word tot een volle dag vry gedurende die vierde week van elke siklus van vier weke.

Indien die werkgewer en die werknemer daartoe ooreenkom, mag sodanige vry tyd elke 14 dae in plaas van weekliks geneem word, of in noodgevallen mag die vry tyd of uitgestel word om dan binne die daaropvolgende vier weke geneem te word, of anders moet die werknemer in plaas daarvan, benewens sy gewone loon, twee keer sy gewone loon betaal word vir elke vry dag of halfdag waarvan geen gebruik gemaak is nie.

(b) In 'n sesdagbedryfsinrigting mag geen werkgewer 'n werknemer aansê of toelaat om Sondag te werk nie.

(c) Elke kroegman, ongeag of daar in die bedryfsinrigting waar hy werksaam is, ses of sewe dae per week gewerk word, moet minstens een aand per week vry gegee word vanaf 7 nm. op die laaste, benewens enige ander vry tyd waarop hy kragtens paragraaf (a) hiervan geregtig mag wees.

(d) Geen werkgewer mag 'n voltydse werknemer aansê of toelaat om op so 'n wyse te werk dat genoemde werknemer in die loop van 'n tydperk van 24 uur, bereken vanaf die begin van 'n werktyd, nie minstens 10 agtereenvolgende ure rus kry nie.

(4) *Oortyd*.—Alle ure wat benewens die gewone ure in subklousule (1) voorgeskryf, gewerk word, word geag oortyd te wees.

(5) *Beperking van oortyd*.—'n Werkgewer mag sy werknemer nie aansê of toelaat om meer as 10 uur in een week oortyd te werk nie.

(6) *Besoldiging vir oortyd*.—'n Werkgewer moet sy werknemer vir alle oortydwerk deur hom verrig, minstens een en 'n derde maal sy gewone loon besoldig.

(7) *Werkdagbestek*.—Alle werkure en etenspouses moet binne 'n werkdagbestek van 14 uur val.

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

	Per month R
(i) Grade II employee, kitchenhand, night-watchman.....	5,50
(ii) All other employees.....	10,50

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

(8) If meals or lodging are not provided for an hotel trainee, his wage shall be increased by R10,50 and R5, per month, respectively.

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

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

	In a seven-day establishment	In a six-day establishment
Barman or barmaid.....	54	52
Off-sales attendant.....	58	50
Grade II employee.....	58	54
All other employees.....	56	54

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

(c) *Night-watchman*.—The ordinary hours of work of a night-watchman shall not exceed 10 consecutive hours in any one day.

(2) *Meal breaks*.—When an employee is on duty during the meal time of an establishment, his employer shall grant to him during such meal times or within half an hour before or after such meal time a break of not less than 30 minutes during which such employer shall not require or permit his employee to work and such meal break shall not be deemed to be part of the ordinary hours of work or overtime. Provided that the period of work between any two such meals shall not be longer than six consecutive hours. Provided further that periods of work interrupted by a break of less than 30 minutes shall be deemed to be continuous.

(3) *Weekly time off-duty*.—(a) In a seven-day establishment an employer shall grant—

(i) one full day off-duty per week for all employees other than Grade II employees;

(ii) one half-day off-duty from 2 p.m. to midnight in each week increased to one full day off-duty in the fourth week of every four week cycle for Grade II employees.

If the employer and employee agree thereto the foregoing time-off-duty may be taken fortnightly instead of weekly or, in the event of an emergency, it may either be postponed to be taken within the following four weeks or the employee shall, in lieu thereof, be paid in addition to his normal wage double his ordinary rate of wage for each off-duty day or half-day not taken.

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

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

(d) No employer shall cause or permit a full-time employee to work so that the said employee has not had at least 10 consecutive hours for rest in any period of 24 hours calculated from the commencement of any working period.

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

(5) *Limitation of overtime*.—An employer shall not require or permit his employee to work overtime for more than 10 hours in any week.

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

(7) *Spreadover*.—All hours of work and meal breaks shall be completed within a spreadover of 14 hours.

(8) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n afdelingsbestuurder of afdelingsbestuurderes wie se loon (met inbegrip van die kontantekwivalent van maaltye) R300 per maand te bowe gaan, en ook nie op 'n buitewerkoopsbestuurder, buitewerkoopsbestuurderes, assistent-bestuurder, assistent-bestuurderes, bestuurder, bestuurderes of die vrou van 'n bestuurder nie.

(b) Subklousule (2) is nie op 'n nagwag van toepassing nie.

(c) Subklousules (3) en (7) is nie op 'n los werknemer van toepassing nie.

7. JAARLIKSE VERLOF

(1) Behoudens subklousules (2) en (4) moet 'n werkgewer aan sy werknemers vir elke voltooide jaar diensverlof soos volg toestaan:

(a) Aan 'n werknemer (uitgesonderd 'n graad II-werknemer) drie agtereenvolgende weke;

(b) aan 'n graad II-werknemer, twee agtereenvolgende weke.

(2) Aan 'n werknemer (uitgesonderd 'n graad II-werknemer) wat vir minstens drie agtereenvolgende jare in dieselfde bedryfsinrigting werksaam was, moet benewens voornoemde verlof, nog 'n bykomende week verlof per jaar, of volle besoldiging vir een week in plaas daarvan, toegestaan word. Met dien verstande dat die ekstra verlof, of besoldiging in plaas daarvan, onderskeidelik met een dag verlof of met die besoldiging vir een dag verminder kan word vir elke dag siekteverlof kragtens klousule 8 aan die werknemer toegestaan, wat sewe dae te bowe gaan.

(3) Die verlof in subklousules (1) en (2) vermeld, moet verleen word met volle besoldiging bereken teen die loon wat die werknemer ontvang het onmiddellik voor die datum waarop hy op verlof geregtig geword het. Alle verlof moet aaneenlopend wees.

(4) Die verlof in subklousules (1) en (2) vermeld, moet toegestaan word op 'n tyd wat deur die werkgewer bepaal word: Met dien verstande dat—

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

(b) sodanige verlof nie mag saamval nie met siekteverlof verleen kragtens klousule 8, of met 'n diensopseggingstydperk, of met 'n tydperk van militêre opleiding wat gedurende daardie jaar, ingevolge die Verdedigingswet, 1957, ondergaan word;

(c) as Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Geloofedag of Kersdag binne die tydperk van sodanige verlof val, daar, in plaas van elke sodanige dag nog 'n dag by genoemde tydperk gevoeg moet word as 'n verdere verlof-tydperk met volle besoldiging teen die loon wat die werknemer ontvang het onmiddellik voor die datum, waarop hy op die verlof geregtig geword het;

(d) enige dag geleentheidsverlof met volle besoldiging, wat op skriftelike versoek van die werknemer aan hom toegestaan is gedurende die jaar diensverlof waarop die tydperk van jaarlikse verlof betrekking het, deur 'n werkgewer van sodanige verlof-tydperk afgetrek mag word;

(e) 'n werkgewer 'n werknemer op die skriftelike versoek van laasgenoemde, mag toelaat om sy verlof te laat oploop oor 'n dienstermyn van hoogstens twee agtereenvolgende jare, of die werknemer elke tweede agtereenvolgende jaar mag besoldig in plaas van hom die jaar se verlof toe te staan.

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

(6) 'n Werknemer wie se dienskontrak by 'n bedryfsinrigting in die eerste of enige daaropvolgende jaar diens by daardie bedryfsinrigting eindig voordat die verlof-tydperk vermeld in subklousule (1), opgeloopt het, moet, behoudens die vierde voorbehoudsbepaling van subklousule (4) en klousule 13 (2), en indien sodanige diensbeëindiging geskied—

(i) weens ontslag nadat hy minstens drie agtereenvolgende maande by genoemde bedryfsinrigting in diens was; of

(ii) omdat hy sy bedanking ingedien het nadat hy minstens vier agtereenvolgende maande by dieselfde bedryfsinrigting in diens was;

besoldig word in plaas van verlof te ontvang. Hy moet naamlik vir elke voltooide maand van sodanige tydperk van minder as een jaar minstens soos volg besoldig word:

(a) In die geval van 'n graad II-werknemer wat kragtens klousule 7 (1) (b) geregtig is op twee weke verlof per jaar, een-sesde; of

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

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

(7) 'n Werknemer wat kragtens subklousules (1) en (2) op 'n verlof geregtig geword het, en wie se dienskontrak beëindig word voordat sodanige verlof aan hom toegestaan is, moet by sodanige diensbeëindiging ten opsigte van verlof die bedrae vermeld in subklousules (1), (2) en (6) betaal word.

(8) *Savings.*—(a) The provisions of this clause shall not apply to a department manager or a department manageress whose wage (including the cash equivalent of meals) exceeds R300 per month, or to an off-sales manager, off-sales manageress, assistant manager, assistant manageress, manager, manageress or the wife of a manager.

(b) The provisions of subclause (2) shall not apply to a night-watchman.

(c) The provisions of subclauses (3) and (7) shall not apply to a casual employee.

7. ANNUAL LEAVE

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

(a) to an employee (other than a Grade II employee) three consecutive weeks' leave;

(b) to a Grade II employee, two consecutive weeks' leave.

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

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

(4) The leave referred to in subclauses (1) and (2) shall be granted at a time to be fixed by the employer: Provided that—

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

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

(c) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay at the rate of wage which the employee was receiving immediately before the date of leave becoming due;

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

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

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

(6) An employee whose contract of employment in an establishment terminates in the first or any subsequent year of employment in that establishment before the period of leave referred to in subclause (1) has accrued shall, save as provided in the fourth proviso of subclause (4) and in subclause (2) of clause 13 and if such termination occurs—

(i) because of dismissal after having been in employment at the said establishment for a period of not less than three consecutive months; or

(ii) because of resignation after having been in employment at the same establishment for a period of not less than four consecutive months;

be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than—

(a) in the case of a Grade II employee, who, in terms of clause 7 (1) (b) is entitled to two weeks' annual leave, one-sixth; or

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

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

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

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

- (a) Aan graad II-werknemers wat kragtens klousule 7 (1) (b) op twee weke verlof per jaar geregtig is; een-sesde; en
(b) aan alle ander werknemers, een-vierde;

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

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

- (a) afwesig is met verlof kragtens subklousules (1) en (2);
(b) ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan;
(c) op las of op versoek van sy werkgewer van sy werk afwesig is;
(d) afwesig is met siekteverlof kragtens klousule 8;

en wat in eenjaar altesaam hoogstens 10 weke beloop ten opsigte van (a), (c) en (d), plus tot vier maande van enige tydperk van militêre diens wat in daardie jaar verrig is, en diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het kragtens Goewermentskennisgewing R. 181 van 21 Februarie 1969, vanaf die datum waarop sodanige werknemer kragtens sodanige ooreenkoms op verlof geregtig geword het;

(ii) in die geval van enige ander werknemer wat voor die datum van inwerkingtreding van hierdie Ooreenkoms in diens was en op wie Goewermentskennisgewing R. 181 van 21 Februarie 1969 van toepassing was, maar wat nog nie daar-kragtens op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, vanaf die datum waarop die betrokke werknemer by sy werkgewer in diens getree het, of vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum.

(10) 'n Werknemer wat afwesig is met jaarlikse verlof wat kragtens subklousules (1) en (2) aan hom verleen is, mag nie vir enige ander werkgewer werk nie, en 'n ander werkgewer mag sodanige werknemer nie in diens neem nie behalwe om dienste te lewer by geleentheid of indien die toestemming van die Raad vooraf verkry is.

(11) Voorbehoudsbepalings.—Hierdie klousule is nie van toepassing op 'n deeltydse werknemer of 'n los werknemer nie.

8. SIEKTEVERLOF

(1) Behoudens subklousules (2), (3) en (4) hiervan, moet 'n werkgewer aan sy werknemer wat weens ongesiktheid van die werk afwesig is, siekteverlof verleen soos volg:

	In 'n sewedag-bedryfsinrigting	In 'n sesdag-bedryfsinrigting
(a) Na voltooiing van vier maande diens by hom, altesaam.....	14 werkdae	12 werkdae;
(b) na voltooiing van drie agtereenvolgende jare diens by hom, altesaam.....	21 werkdae	18 werkdae;

gedurende 'n enkele jaar diens by hom, en moet hy aan sodanige werknemer vir die tydperk van afwesigheid hierkragtens verleen minstens die loon betaal wat hy sou ontvang het indien hy gedurende sodanige tydperk sou gewerk het.

(2) 'n Werknemer is nie op siekteverlof geregtig nie as hy versuim om sy werkgewer in kennis te stel van sy ongesiktheid om te werk binne 72 uur vanaf die tyd waarop sy afwesigheid van werk begin.

(3) Alvorens hy enige betaling vir afwesigheid doen, mag 'n werkgewer vereis dat die betrokke werknemer vir elke tydperk van afwesigheid waarvoor hy besoldiging eis, 'n sertifikaat indien wat deur 'n mediese praktisyn onderteken is en die aard en duur van die werknemer se ongeste dheid vermeld.

(4) Indien daar in 'n bedryfsinrigting kragtens 'n ooreenkoms tussen 'n werkgewer en sommige van of al sy werknemers, of tussen 'n werkgewer en 'n geregistreerde vakvereniging, 'n siektebystands- of voorsorgfonds bestaan of gestig word, waartoe die werkgewer ten opsigte van elk van die werknemers wat voordeel

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

- (a) in the case of a Grade II employee who, in terms of clause 7 (1) (b) is entitled to two weeks' annual leave, one-sixth;
(b) in the case of any other employee, one-fourth;

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

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

- (a) absent on leave in terms of subclauses (1) and (2);
(b) undergoing military training, in pursuance of the Defence Act, 1957;
(c) absent from work on the instructions of or at the request of his employer;
(d) absent on sick leave in terms of clause 8;

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

(i) in the case of an employee, who had before the coming into force of this Agreement, become entitled to leave in terms of Government Notice R. 181 of 21 February 1969, from the date on which such employee became entitled to such leave under such Agreement;

(ii) in the case of any other employee, who was in employment before the date of commencement of this Agreement and to whom Government Notice R. 181 of 21 February 1969, applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

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

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

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

8. SICK LEAVE

(1) Subject to the provisions of subclauses (2), (3) and (4) hereof, an employer shall grant to his employee who is absent from work through incapacity—

	In a seven-day establishment	In a six-day establishment
(a) after completion of four month's employment with him.....	14 work days	12 work days;
(b) after completion of three consecutive years of employment with him.....	21 work days	18 work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period.

(2) An employee shall not be entitled to sick leave if, within 72 hours from the time his absence from work commences, he fails to cause his employer to be notified of his incapacity to work.

(3) An employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed, as a condition precedent to the payment by him of any amount in respect of such absence.

(4) Where in any establishment there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of the employees who

daaruit kan trek, 'n bedrag bydra wat minstens gelyk is aan die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is, en waaruit sodanige werknemer in die geval van afwesigheid van die werk weens ongeskiktheid, in 'n jaar daarop geregtig is om altesaam 'n bedrag gelyk aan sy volle loon vir twee weke te ontvang vir sodanige afwesigheid, op voorwaardes wat wesenlik nie minder gunstig vir die werknemer is as hierdie bepaling nie, is hierdie klousule nie op sodanige werknemers van toepassing nie.

(5) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (9), en omvat dit diens in enige ander bedryfsinrigting wat dieselfde eienaar het of onder dieselfde beheer staan.

(6) Vir die toepassing van hierdie klousule beteken "ongeskiktheid" arbeidsongeskiktheid weens siekte of 'n besering, uitgesonderd as dit aan 'n werknemer se eie wangedrag te wyte is: Met dien verstande dat arbeidsongeskiktheid as gevolg van 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van tydperke van arbeidsongeskiktheid waarvoor geen ongeskiktheidsbetaling kragtens daardie Wet betaalbaar is nie.

(7) Voorbehoudsbepalings.—Hierdie klousule is nie op 'n deeltydse of los werknemer van toepassing nie.

9. OPENBARE VAKANSIEDAE

(1) 'n Werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, is op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag geregtig op verlof met volle betaling, en sodanige verlof moet aan hom verleen word: Met dien verstande dat 'n werknemer aangesê mag word om op enigeen van hierdie dae te werk.

(2) Indien 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Kersdag of Geloftedag werk, of op so 'n dag die weeklikse vry tyd toegestaan word soos in klousule 6 (3) voorgeskryf, moet sy werkgever hom vir werk op sodanige dag verrig, 'n ekstra dag se loon betaal, bereken ooreenkomstig die loon wat hy op daardie tydstop ontvang.

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

10. GETALSVIRHOUDING

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

(2) *Buiteverkoopsbediener*.—'n Werkgever mag nie 'n ongekwalifiseerde buiteverkoopsbediener in diens neem nie tensy hy alreeds een gekwalifiseerde buiteverkoopsbediener in diens het en vir elke gekwalifiseerde buiteverkoopsbediener wat hy in sy diens het, mag hy nie meer as een ongekwalifiseerde buiteverkoopsbediener in diens neem nie.

(3) *Kroegman en/of kroegvrou*.—'n Werkgever mag nie 'n ongekwalifiseerde kroegman of ongekwalifiseerde kroegvrou in diens neem nie tensy hy alreeds een gekwalifiseerde kroegman of gekwalifiseerde kroegvrou in diens het, en vir elke gekwalifiseerde kroegman of gekwalifiseerde kroegvrou wat hy in sy diens het, mag hy nie meer as een ongekwalifiseerde kroegman of ongekwalifiseerde kroegvrou in diens neem nie.

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

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

(6) *Kelner of kelnerin*.—'n Werkgever mag nie 'n ongekwalifiseerde kelner of kelnerin in diens neem nie, tensy hy reeds een gekwalifiseerde kelner of kelnerin in diens het, en vir elke twee gekwalifiseerde kelners of kelnerinne in sy diens, kan hy hoogstens een ongekwalifiseerde kelner of kelnerin in diens neem.

(7) Vir die toepassing van hierdie klousule—

(a) kan 'n ongekwalifiseerde klerk, buiteverkoopsbediener, kroegman, kroegvrou, kok, portier, kelner of kelnerin wat minstens die loon ontvang wat in klousule 4 (1) vir onderskeidelik 'n gekwalifiseerde klerk, buiteverkoopsbediener, kroegman, kroegvrou, kok, portier, kelner of kelnerin voorgeskryf word, gereken word as 'n gekwalifiseerde klerk, buiteverkoopsbediener, kroegman, kroegvrou, kok, portier, kelner of kelnerin, na gelang van die geval;

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

stand to benefit thereby, an amount not less than the amount paid or payable by each such employee and out of which fund such employee is in case of absence or absences from work on account of incapacity, entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees.

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

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

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

9. PUBLIC HOLIDAYS

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

(2) Whenever an employee, other than a casual employee or a part-time employee works or is granted the weekly time off-duty prescribed in clause 6 (3) on New Year's Day, Good Friday, Ascension Day, Christmas Day or the Day of the Covenant, his employer shall pay to him in respect of any work performed on such day an extra day's pay at the rate of wage currently being received by him.

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

10. PROPORTION OR RATIO

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

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

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

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

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

(6) *Waiter and/or waitress*.—An employer shall not employ an unqualified waiter or unqualified waitress unless he has in his employ one qualified waiter or qualified waitress, and for each two qualified waiters or qualified waitresses employed not more than one unqualified waiter or unqualified waitress may be employed.

(7) For the purpose of this clause—

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

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

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

11. VERBOD OP INDIENSNEMING VAN IEMAND ONDER DIE LEEFTYD VAN 16 JAAR

'n Werkgewer mag niemand in diens neem wat onder die leeftyd van 16 jaar is nie.

12. OPLEIDING VAN WERKNEMERS

(1) Die Raad kan van werknemers van enige klas of klasse wat in 'n bepaalde gebied werksaam is, vereis dat hulle 'n voltydse of deelydse opleidingskursus deurmaak wat deur die Raad erken en goedgekeur word vir 'n tydperk wat die Raad vasstel.

(2) Die betrokke werknemers asook hul werkgewers moet minstens twee weke kennis gegee word van enige sodanige voorskryf deur die Raad.

(3) Die werkgewer moet die werknemer vir die duur van die kursus sy gewone loon betaal, en die werkgewer moet ook alle gelde in verband met 'n werknemer se deelname aan 'n opleidingskursus vermeld in subklousule (1) betaal. Hierdie gelde kan in gelyke maandelikse paaierente gedurende die verloop van die kursus van die werknemer se besoldiging afgetrek word. Met dien verstande dat die werkgewer alle sodanige aftrekkings aan die werknemer moet terugbetaal sodra hy, by voltooiing van die kursus, 'n toepaslike vaardigheidsertifikaat toon.

(4) Die minimum lone in klousule 4 (1) voorgeskryf, moet vir 'n werknemer met 10 persent verhoog word ten opsigte van 'n beroep waarin hy 'n opleidingskursus deurgemaak het en ten opsigte waarvan hy 'n vaardigheidsertifikaat besit wat deur die Raad erken word.

13. BEÏNDIGING VAN DIENSKONTRAK

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

(a) In die geval van 'n kroegman, kroegvrou, buiteverkoopbediener, kelner, kelnerin, wynkelner of graad II-werknemer—minstens twee dae;

(b) in die geval van enige ander werknemer—minstens sewe dae; of 'n werkgewer mag die dienskontrak sonder kennisgewing beëindig deur, in plaas van kennisgewing, aan die werknemer minstens die volgende te betaal:

(c) Twee dae se besoldiging in die geval van 'n kroegman, kroegvrou, buiteverkoopbediende, kelner, kelnerin, wynkelner of graad II werknemer;

(d) een week se besoldiging teen die loon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, in die geval van alle ander werknemers:

Met dien verstande dat, hierdie bepalings nie die volgende raak nie:

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

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en langer is as dié hierin gespesifiseer.

(2) *Drosterij*.—'n Werknemer wat, na die mening van die Raad, opsetlik sy werk in stryd met die bepalings van subklousule (1) hiervan verlaat het, is nie op die *pro rata*-verlofbesoldiging wat hom kragtens klousule (7) (6) toekom, geregtig nie, en sy werkgewer mag, uit geld wat hy ooreenkomstig sekere bepalings van hierdie Ooreenkoms aan sodanige werknemer verskuldig is, aan homself toeëien—

in die geval van werknemers in subklousule (1) (a) vermeld, hoogstens twee dae se besoldiging;

in die geval van ander werknemers, hoogstens een week se besoldiging.

(3) Die kennis vermeld in subklousule (1) tree in werking met ingang van die dag waarop dit gegee word: Met dien verstande dat die diensopseggingstermyn nie mag saamval met, of dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof kragtens klousule 7 of met siekteverlof kragtens klousule 8, of onderwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan.

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

14. DIENSREKORD

(1) Die Raad moet, wanneer 'n werknemer daarom aansoek doen, aan hom 'n diensrekordkaart uitreik (hierna 'n dienskaart genoem), in die vorm wat die Raad voorskryf.

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

11. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 16 YEARS

An employer shall not employ any person under the age of 16 years.

12. TRAINING OF EMPLOYEES

(1) The Council may require employees of any specified class or classes who are employed in any specified area, to undergo a course of training recognised and approved by the Council, which may be either full-time or part-time, for such period, as may be specified by the Council.

(2) The employees concerned and their employers shall be given not less than two weeks' notice of any such requirement on the part of the Council.

(3) The employer shall pay the employee his normal wage during the period of the course and the employer shall also pay all fees arising in connection with an employee's participation in a course of training referred to in subclause (1). Such fees may be deducted from the remuneration of the employee in equal monthly instalments over the period of the course: Provided that any such deduction shall be refunded by the employer to the employee on production by him, on completion of the course, of a relevant Certificate of Competency.

(4) The minimum wages prescribed in clause 4 (1) shall be increased by 10 per cent for an employee in respect of an occupation in which he has undergone a course of training in terms of this clause and in respect of which he holds a Certificate of Competency recognised by the Council.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

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

(a) in the case of a barman, barmaid, off-sales attendant, waiter, waitress, wine steward or Grade II employee—two days;

(b) in the case of any other employee—seven days;

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

(c) in the case of a barman, barmaid, off-sales attendant, waiter, waitress, wine steward or Grade II employee—two days' pay;

(d) in the case of all other employees—one week's pay at the rate of wage the employee was receiving immediately before the date of such termination.

Provided that this shall not effect—

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

(ii) any written agreement, between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than herein specified.

(2) *Desertion*.—Any employee who in the opinion of the Council has wilfully left his employment in contravention of subclause (1) hereof shall not be entitled to any *pro rata* leave remuneration which may have accrued to him in terms of clause 7 (6) and his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount not exceeding two days' pay, in the case of employees referred to in subclause (1) (a), or an amount not exceeding one week's pay in the case of other employees.

(3) The notice referred to in subclause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or on sick leave in terms of clause 8, or with any period of military training in pursuance of the Defence Act, 1957.

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

14. RECORDS OF SERVICE

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

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

(3) By diensbeëindiging moet die werkgewer die werknemer se naam en adres, die hoedanigheid waarin die werknemer werksaam was, die datum van diensaanvaarding en diensbeëindiging en die besoldiging by diensbeëindiging op die werknemer se dienskaart inskryf.

(4) Voorbehoudsbepaling.—Hierdie klousule is nie op 'n werknemer wat ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Wet op Bantoe-arbeid, 1964, geregistreer is, van toepassing nie.

15. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling verleen word, die voorwaardes vasstel waaraan sodanige vrystelling onderworpe is, en ook die tydperk vasstel waarvoor sodanige vrystelling van krag bly: Met dien verstande dat die Raad na goedvinde, na skriftelike kennisgewing van een week aan die betrokke persoon gegee is, 'n vrystellingstifikaat kan intrek, ongeag of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n vrystellingstifikaat uitreik wat deur die Voorsitter en/of Sekretaris onderteken is en wat die volgende meld:

(a) Die volle naam van die betrokke persoon;
(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop sodanige vrystelling verleen is; en
(d) die tydperk waarin sodanige vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle vrystellingstifikate wat uitgereik word, in volgorde nommer;

(b) 'n afskrif van elke vrystellingstifikaat wat uitgereik word, bewaar, en 'n afskrif aan die Afdelingsinspekteur van Arbeid, Johannesburg, stuur; en

(c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingstifikaat aan die betrokke werkgewer stuur.

16. REGISTERS, OPGAWES EN BYDRAES

(1) Elke werkgewer moet te alle tye, en in die vorm soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, ten opsigte van alle persone wat by hom in diens is registers byhou van lone betaal, tyd gewerk en van die ander besonderhede in vermelde Aanhangsel voorgeskryf. Sodanige registers moet ter insae beskikbaar gestel word en moet bewaar word op die wyse in artikel 57 van die Wet op Nywerheidsversoening, Wet 28 van 1956, voorgeskryf vir die inspeksie en bewaring van die registers wat ingevolge daardie Wet bygehou moet word.

(2) Elke werkgewer moet 13 sent per maand aftrek van die loon van elke werknemer (uitgesonderd 'n los werknemer) wat gedurende daardie maand by hom in diens was. By hierdie bedrag moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag, tesame met 'n opgawe van sy werknemers in die vorm van Aanhangsel B van hierdie Ooreenkoms, aan die Raad stuur, sodat dit die kantoor van die Raad by Kruisstraat 49, Johannesburg, voor of op die sewende dag van die daaropvolgende maand bereik.

17. AGENTE

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

18. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD

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

19. LIDMAATSKAP VAN DIE VAKVERENIGING EN VAN DIE WERKGEWERSORGANISASIE

(1) Geen werknemer wat nie lid van die vakvereniging is nie, mag vir 'n langer tydperk as 30 dae in diens geneem word deur 'n werkgewer wat lid van die werkgewersorganisasie is nie, en geen werknemer wat lid van die vakvereniging is, mag vir 'n werkgewer werk wat nie lid van die werkgewersorganisasie is nie.

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

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

(4) Savings.—The provisions of this clause shall not apply to an employee who is registered under the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Act, 1964.

15. EXEMPTIONS

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

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

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

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions subject to which such exemption is granted; and

(d) the period during which such exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences of exemption issued;

(b) retain a copy of each licence of exemption issued and forward a copy to the Divisional Inspector of Labour, Johannesburg; and

(c) where exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

16. RECORDS, RETURNS AND CONTRIBUTIONS

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

(2) Every employer shall deduct 13 cents per month from the wages of each employee (other than a casual employee) who has been in his employ during that month. To this amount the employer shall add an equal amount and shall forward the total sum, together with a return of his employees in the form of Annexure B to this Agreement, to reach this office of the Council at 49 Kruis Street, Johannesburg, not later than the seventh day of the following month.

17. AGENTS

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

18. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

19. UNION AND ASSOCIATION MEMBERSHIP

(1) No employee who is not a member of the trade union shall be employed for a period in excess of 30 days by an employer who is a member of the employers' organisation and no employee who is a member of the trade union shall work for an employer who is not a member of the employers' organisation.

(2) *Voorbehoudsbepalings.*—Hierdie klousule is nie van toepassing nie—

(a) waar 'n werkgewer of werknemer na die mening van die Raad sonder grondige rede, lidmaatskap van sy betrokke organisasie geweier is, en die Raad binne sewe dae van sodanige weiering daarvan in kennis gestel is;

(b) op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie maande nadat hy in die nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalinge van hierdie klousule onmiddellik in werking tree;

(c) waar 'n werknemer na die mening van die Minister 'n grondige rede het om daarteen beswaar te maak om 'n lid van die vakvereniging te word of te bly;

(d) op 'n bestuurder, bestuurderes, assistent-bestuurder, assistent-bestuurderes, afdelingsbestuurder, afdelingsbestuurderes, hoteltkekeling, buitewerkoopsbestuurder, buitewerkoopsbestuurderes, kok en faktotum;

(e) op 'n klerk wie se loon (met inbegrip van die kontant-ekwivalent van etes) meer as R200 per maand is;

(f) op deeltydse en los werknemers.

20. LEDEGELD VIR VAKVERENIGING EN WERKGEWERSORGANISASIE

(1) Elke werkgewer moet van die lone van lede van die vakvereniging wat by hom in diens is, die lopende ledegeld en bydraes ingevolge die sterftebystandskema soos in die konstitusie van die vakvereniging bepaal, aftrek. Die vakvereniging moet aan die einde van elke maand aan elke werkgewer 'n staat stuur waarin die bedrag gemeld word wat ingevolge hierdie klousule ten opsigte van daardie maand afgetrek moet word. Die werkgewer moet die bydrae aldus afgetrek, tesame met gemelde staat wat die name bevat van lede vir wie ledegeld betaal word, voor of op die sewende dag van die daaropvolgende maand aan die Sekretaris van die Raad stuur. Die Sekretaris van die Raad moet bedraes aldus ontvang aan die Sekretaris van die vakvereniging stuur.

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

21. BESTAANDE KONTRAKTE

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

22. ALGEMEEN

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

23. KENNISGEWINGS

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

24. ULTRA VIRES

Indien 'n hof met regsbevoegdheid enigeen van die bepalinge van hierdie Ooreenkoms *ultra vires* verklaar, word die ander bepalinge van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke termyn van hierdie Ooreenkoms.

25. UITLEG VAN OOREENKOMS

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

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

Op hede die 28ste dag van Julie 1971 in Johannesburg onderteken.

J. J. HOFFMANN, Voorsitter.

J. VAN ASWEGEN, Ondervoorsitter.

G. SEAGERS, Sekretaris.

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

Aanhangsel B.—Vorm van maandelikse opgawe.

Aanhangsel C.—Betaalstaat.

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

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

(b) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation;

(c) where an employee in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union;

(d) to a manager, manageress, assistant manager, assistant manageress, department manager, department manageress, hotel trainee, off-sales manager, off-sales manageress, cook and handyman;

(e) to a clerical employee whose wage (including the cash equivalent of meals) exceeds R200 per month;

(f) to part-time and casual employees.

20. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

(1) Every employer shall deduct from the wages of members of the trade union in his employ, current subscriptions and contributions under the death benefit scheme in terms of the trade union constitution. The trade union shall at the end of each month render to every employer a statement showing the amount to be deducted in respect of that month in terms of this clause. The employer shall, not later than the seventh day of the following month, forward the amounts deducted together with the said statement showing the names of members for whom subscriptions are paid, to the Secretary of the Council. The Secretary of the Council shall transmit amounts so received to the Secretary of the trade union.

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

21. EXISTING CONTRACTS

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

22. GENERAL

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

23. NOTICES

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

24. ULTRA VIRES

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

25. INTERPRETATION OF AGREEMENT

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

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

Signed at Johannesburg on behalf of the parties on this 28th day of July 1971.

J. J. HOFFMANN, Chairman.

J. VAN ASWEGEN, Vice-Chairman.

G. SEAGERS, Secretary.

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

Annexure B.—Form of monthly return.

Annexure C.—Pay Statement.

AANHANGSEL A

[Registree wat ingevolge klousule 16 (1) van die Ooreenkoms gehou moet word]

Naam van bedryfsinrigting

Maand

		Tyd elke dag gewerk. (Vul in datum en ure en gedeeltes van 'n uur gewerk)
		Oortyd gedurende elke week gewerk. (Vul in datum waarop week eindig en getal oortydure gewerk, uitgedruk in ure en breukdele van 'n uur)
		Dienskaart- of persoonsnommer van werknemer
		Naam van werknemer
		Hoedanigheid waarin werksaam
		Ras
		Leeftyd (indien jonger as 21) en geslag
		Datum van indiensneming of ontslag indien gedurende die maand in diens geneem of ontslaan
	R	Maandelikse besoldiging
	R	Waarde van gratis maaltye verskaf
	R	Besoldiging vir gewone tyd
	R	Besoldiging vir oortyd
	R	Besoldiging vir openbare vakansiedae
	R	Besoldiging in plaas van diensopsegging en/of vertoefbesoldiging
	R	Bonusse, ens.
	R	Totale bruto verdienste
	R	Pensioenfondsbydraes
	R	Netto belasbare verdienste
	R	Inkomstebelasting
	R	Waarde van gratis maaltye
	R	Waarde van huisvesting
	R	Nywerheidsraadshewing
	R	Vakvereniginggelde
	R	Werkloosheidsversekering
	R	Lënings, voorskotte, ens.
	R	Totale aftrekkings
	R	Netto-bedrag in kontant betaal

ANNEXURE A

[Records required to be kept in terms of clause 16 (1) of Agreement]

Name of establishment

Month of

		Time worked each day. (Insert date and hours and fractions of an hour worked)
		Overtime worked during each week. (Insert date on which week ends and number of hours of overtime in hours and fractions of an hour)
		Service card or identity No. of employee
		Name of employee
		Capacity in which employed
		Race
		Age (if under 21) and sex
		Date of engagement or discharge if engaged or discharged during month
R		Monthly rate of remuneration
R		Value of free meals supplied
R		Pay for ordinary time
R		Pay for overtime
R		Public holiday pay
R		Notice and/or leave pay
R		Bonuses, etc.
R		Total gross earnings
R		Pension fund contributions
R		Net taxable earnings
R		Income tax
R		Value of free meals
R		Value of lodging
R		Industrial Council levy
R		Union fees
R		Unemployment insurance
R		Loans, advances, etc.
R		Total deductions
R		Net amount paid in cash

[Vorm van maandelikse opgawe wat ingevolge klousule 16 (2) ingedien moet word]

Naam van bedryfsinrigting _____ Opgawe vir maand _____

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

N.R.-heffing teen 26 sent per werknemer....
Pensioenfondsbydraes.....
Ledegeld vir Hotel Association.....
Werknemers se vakverenigingledegeld.....

hierby aangestuurd ten bedrae van

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[Form of monthly return to be submitted in terms of clause 16 (2)]

Name of establishment _____ Return for the month of _____

Identity or Service card No. of employee	Name of employee	Race	Age if under 21	Sex	Capacity in which employed	Date of engagement or discharge if this occurs during the month

I.C. levy at 26 cents per employee.....
Pension fund contributions.....
Hotel Association subscriptions.....
Employees' union fees.....
Cheque
Postal order } forwarded herewith for.....
Cash

[illegible]

[Betalstaat overeenkomstig klousule 5 (1)]

Beroep.

Tydperk waarvoor besoldiging betaal word

Getal oortydure gewerk:

Gewone loon.....	
Besoldiging vir oortydwerk.....	
Bonus.....	
Besoldiging in plaas van diensopsegging.....	
Vakansiebesoldiging.....	
Ander.....	

TOTAAL.....R

Aftekings:	R	c
Huisvesting.....		
W.V.F.....		
L.B.S.....		
Nywerheidsraadsheffing.....		
Pensioenfonds.....		
Ledegelde.....		
Geleentheidsafwesigheid.....		
Voorskotte.....		

Totale afrekkings.....R

Netto bedrag hiermee betaal..... R

[illegible]

Naam van werkgever (of bedrijfsinrigting).

ANNEXURE C

[Pay statement in terms of clause 5 (1)]

Employee's name

Occupation

Period for which remuneration is made

Number of overtime hours worked:

Ordinary wage.....

Overtime pay.....

Bonus.....

Pay in lieu of notice.....

Holiday pay.....

Other.....

TOTAL..... R

Deductions:

Lodging.....

U.I.F.....

P.A.Y.E.....

Ind. Council levy.....

Pension fund.....

Subscriptions.....

Casual absences.....

Advances.....

R

c

Total deductions..... R

Net amount paid herewith..... R

Employer's name (or establishment)

No. R. 38

14 Januarie 1972

No. R. 38

14 January 1972

WET OP NYWERHEIDSVERSOENING, 1956

INDUSTRIAL CONCILIATION ACT, 1956

DRANK- EN VERVERSINGSBEDRYF, WIT-
WATERSRAND EN VEREENIGINGLIQUOR AND CATERING TRADE, WITWATERS-
RAND AND VEREENIGINGINTREKKING VAN GOEWERMENSKENNIS-
GEWING

CANCELLATION OF GOVERNMENT NOTICE

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheids-
versoening, 1956, Goewermenskennisgewing R. 181 van
21 Februarie 1969 in met ingang van die eerste dag van
die kalendermaand wat volg op die datum van publikasie
van hierdie kennisgewing.

I, Marais Viljoen, Minister of Labour, hereby, in terms
of section 48 (5) of the Industrial Conciliation Act, 1956,
cancel Government Notice R. 181 of 21 February 1969
with effect from the first day of the calendar month
following the date of publication of this notice.

M. VILJOEN, Minister van Arbeid.

M. VILJOEN, Minister of Labour.

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

Geregistreeerde pos is nie verseker nie.

Stuur waardevolle artikels per

VERSEKERDE PAKKETPOS

en

Geld deur middel van 'n POSORDER of
POSWISSEL.



Stuur u pakkette per lugpos

———*dis vinniger!*



RAADPLEEG U PLAASLIKE POSMEESTER.

Geregistreeerde pos is nie verseker nie.

Stuur waardevolle artikels per

VERSEKERDE PAKKETPOS

en

Geld deur middel van 'n POSORDER of
POSWISSEL.



Stuur u pakkette per lugpos

———*dis vinniger!*



RAADPLEEG U PLAASLIKE POSMEESTER.

INHOUD

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