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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 443 24 Maart 1972

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN VERVERSINGSBEDRYF, KAAP HOOFOOREENKOMS

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g) en 21 tot en met 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar en ses maande vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by, of in diens is in genoemde Bedryf in die landdrosdistrikte Bellville, Die Kaap, Simonstad, Somerset-Wes, Strand en Wynberg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (6) (g) en 21 tot en met 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar en ses maande vanaf genoemde Maandag 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 enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

A—72502

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 443 24 March 1972

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, CAPE MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years and six months from the said Monday, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g) and 21 to 25 inclusive, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years and six months from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Trade in the Magisterial Districts of Bellville, The Cape, Simonstown, Somerset West, Strand and Wynberg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending two years and six months from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (6) (g) and 21 to 25 inclusive, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

1—3426

BYLAE

NYWERHEIDSRaad VIR DIE DRANK- EN
VERVERSINGSBEDRYF, KAAP

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit tussen die

Hotel Association of the Cape

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

European Liquor and Catering Trades Employees' Union
en die

Hotel, Bar and Catering Trades Employees' Association

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

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

1. GEBIED EN TOEPASSINGSBESTEK VAN
OOREENKOMS

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

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

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

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

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

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

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

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

"sjef of hoofkok" 'n werknemer wat in beheer is van en toesig hou oor een of meer gekwalifiseerde koks en daarvoor verantwoordelik is dat hulle hulle werk behoorlik doen;

"klerk" 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en dit sluit in 'n stoomman, verzendingsklerk, telefonis, kassier, en 'n manlike werknemer wat die werk van 'n ontvangsklerk verrig;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens twee jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as twee jaar ondervinding;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens twee jaar ondervinding;

"klerk, vrou ongekwalifiseer," 'n vroulike klerk met minder as twee jaar ondervinding;

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, CAPE

AGREEMENT

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

Hotel Association of the Cape

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

The European Liquor and Catering Trades Employees' Union
and

The Hotel, Bar and Catering Trades Employees' Association (hereinafter referred to as "the employees" or the trade unions"), of the other part,

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

1. AREA AND SCOPE OF APPLICATION OF
AGREEMENT

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

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

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf, Kaap, wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

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

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvang en versending van goedere;

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

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

"graad I-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:

- (a) Beddens opmaak;
- (b) beddegoed en komberse versorg;
- (c) gaste se basiese in- en uitpak en gaste se klere skoonmaak, stryk en pers;
- (d) biljartafels versorg en wat betaling mag ontvang vir die gebruik van die tafels;
- (e) ligte verversings oor 'n toonbank bedien, uitgesonderd oor 'n kroegtoonbank of in 'n buiteverkoopsafdeling;
- (f) "graad II-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Kosware, gerei of ander artikels dra;
- (b) gerei, meubels, persele, voertuie, skoelise, groente, vis, pluimvee of ander artikels skoonmaak (maar nie glase was nie), vloere, toonbanke, rakke, meubels of ander uitrusting in 'n kroeg of buiteverkoopsafdeling vee en/of skoonmaak nie;
- (c) vuurmaak en vure aan die brand hou en/of afval verwyder;
- (d) pluimvee pluk, vrugte of groente skil en/of opsny, eiers kook, brood rooster, tee, koffie, kakao of soortgelyke drankke maak;

- (e) diere of pluimvee versorg;
- (f) tuinwerk verrig (d.w.s. onder toesig plant, spit, hark, gras sny, sprei, meng, natmaak, heinings knip);

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

- (h) 'n handvoertuig stoot of trek;
- (i) persele, bagasie of ander artikels bewaak, maar nie persele, geboue, hekke of ander eiendom snags bewaak nie;

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

- (k) tennisbane rol en merk;

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

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

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

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

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

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

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

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

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

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

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

"Council" means the Industrial Council for the Liquor and Catering Trade, Cape, deemed to be registered in terms of section 19 of the Act;

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

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

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

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

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

- (a) Making beds;
- (b) tending to linen and blankets;
- (c) packing and unpacking guests' luggage and cleaning, ironing and pressing guests' clothes;
- (d) attending to billiard tables and who may receive payment for any games played on the tables;
- (e) serving light refreshments from behind a counter, excluding from behind a bar counter or an off-sales;

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

- (a) Carrying foodstuffs, utensils or other articles;
- (b) cleaning utensils, furniture, premises, vehicles, footwear, vegetables, fish poultry or other articles, but not washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment in a bar or off-sale department;
- (c) making or maintaining fires and/or removing refuse;
- (d) plucking poultry, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea, coffee, cocoa or similar beverages;

- (e) tending animals or poultry;

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

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

- (h) pushing or pulling any manually propelled vehicle;

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

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

- (k) rolling and marking tennis courts;

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

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

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

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

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

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

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

"huishoudster" 'n vroulike werknemer wat toesig hou oor die kombuise en/of slaapkamers en wat oor voorrade toesig kan hou;

"hysbakbediener" 'n werknemer wat 'n goedere- of passasiers-hysbak bedien;

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

Restourantdranklisensies;
hoteldranklisensies;
kantienlisensies;
wyn- en bierlisensies;
teater- of sportgronde-dranklisensies;
tydelike dranklisensies;
nagtelijke geleentheidslisensies;
houers van magtiging uitgereik ingevolge artikel 100sex;

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

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

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

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

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

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

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

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

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

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

"klerklike assistent in buiteverkoopsafdeling" 'n werknemer in die buiteverkoopafdeling wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en wat geld mag ontvang vir die betaling van rekenings, maar wat nie toegelaat word om drankverkope direk aan kliente te onderneem nie;

"hoteljoggie" 'n werknemer onder die leeftyd van 18 jaar wat boodskappe ontvang en aflewer en/of op boodskappe uitgestuur word;

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

"portier" 'n manlike werknemer van 18 jaar of ouer wat by die aankoms van treine en ander vervoermiddels aanwesig is, gaste en hulle bagasie na en van 'n bedryfsinrigting vervoer, boodskappe ontvang, aflewer en aandag daaraan gee, klokkes en telefone beantwoord, verversings aan gaste bedien en aandag aan hulle behoeftes skenk en 'n telefoonskakelbord mag bedien;

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

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

"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 who is engaged in supervising the kitchens and/or bedrooms and who may supervise stores;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"page" means an employee under the age of 18 years who is engaged in receiving or delivering messages and/or running errands;

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

"porter" means a male employee of 18 years of age or over engaged in meeting trains, and other conveyances, conveying guests and their luggage to and from an establishment, receiving, delivering and attending to messages, answering bells and telephones, serving of refreshments to and attending to the requirements of guests, and may operate a telephone switchboard;

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

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

"ontvangsklerk" 'n vroulike werknemer wat gaste ontvang, besprekings waarnaem en 'n lys daarvan hou, rekenings uitskryf, geld ontvang en kwitansies uitreik, en wat klerklike werk mag doen;

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

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

"restaurantbestuurder" 'n werknemer wat in beheer is van 'n restaurant in 'n bedryfsinrigting en verantwoordelik is vir die doeltreffende uitvoering van hulle pligte daarin, en onder sy beheer moet hy 'n hoofkelder of hoofkelderin hê;

"diens kroeg-kroegman" 'n werknemer, uitgesonderd 'n wynkelder, wat drank verkoop uit daardie deel van 'n gelisensieerde bedryfsinrigting waartoe die publiek geen reg tot toegang het nie en waaruit drank slegs aan wynkelders gelever word;

"diens kroeg-kroegman, gekwalifiseer," 'n diens kroeg-kroegman met minstens drie jaar ondervinding as 'n kroegman, of 'n diens kroegman of 'n buiteverkoopsbediener;

"diens kroeg-kroegman, ongekwalifiseer," 'n diens kroeg-kroegman met minder as drie jaar ondervinding as 'n kroegman, of 'n diens kroeg-kroegman of 'n buiteverkoopsbediener;

"sewedaagse bedryfsinrigting" 'n bedryfsinrigting waarin daar toegelaat word dat die Drank- en Verversingsbedryf sewe dae per week uitgeoefen word;

"sesdaagse bedryfsinrigting" 'n bedryfsinrigting waarin daar toegelaat word dat die Drank- en Verversingsbedryf ses dae per week uitgeoefen word;

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

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

"telefonis" 'n werknemer wat 'n telefoonskakelbord bedien en klerklike werk kan verrig;

"loon" die bedrag ingevolge klousule 4 (1) aan 'n werknemer betaalbaar ten opsigte van sy gewone werkure soos by klousule 6 voorgeskryf: Met dien verstande dat as 'n werkgewer sy werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit dié hoër bedrag beteken;

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

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

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

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

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

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

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

"wynkelder" 'n werknemer wat drank en ligte verversings bedien in enige deel van 'n bedryfsinrigting, uitgesonderd van agter 'n kroegtoonbank of in 'n buiteverkoopsafdeling, en wat geld van gaste kan ontvang vir drank of verversings wat hy bedien;

"jaar" 'n ononderbroke tydperk van 365 dae.

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

4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergemelde klasse werknemers moet betaal, is dié wat hier volg:

(a) (i) In die landdrostdistrikte Die Kaap, Wynberg, Bellville en Simonstad.

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

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

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

"restaurant manager" means an employee who is in charge of a restaurant in which at least one head waiter or one head waitress is employed and who is responsible for the efficient performance of their duties by the employees employed in such restaurant;

"service-bar barman" means an employee, other than a wine steward, who is engaged in the sale of liquor from that part of the licensed establishment to which the public has no right of admission and from which liquor is served to wine stewards only;

"service-bar barman, qualified," means a service-bar barman who has had not less than three years' experience as a barman, or a service-bar barman or an off-sales attendant;

"service-bar barman, unqualified," means a service-bar barman who has had less than three years' experience as a barman, or a service-bar barman or an off-sales attendant;

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

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

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

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

"telephone operator" means an employee who operates a telephone switchboard, and who may do clerical work;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) of this Agreement in respect of his ordinary hours of work as prescribed in clause 6: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

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

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

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

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

"waitress, qualified," means a waitress who has had not less than one years' experience;

"waitress, unqualified," means a waitress who has had less than one years' experience;

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

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

"year" means a continuous period of 365 days.

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

4. WAGES

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

(a) (i) In the Magisterial Districts of The Cape, Wynberg, Bellville and Simonstown.

	Werknemers uitgesonderd los- en deel- tydse werk- nemers Per week	Loswerknemers		
		Vier uur diens of minder op enige be- paalde dag	Meer as vier uur, maar hoogstens agt uur diens op enige be- paalde dag	Vir elke uur of ge- deelte van 'n uur diens meer as agt uur op enige be- paalde dag
	R	R	R	R
Bestuurder.....	52,00	—	—	—
Bestuurderes.....	40,00	—	—	—
Assistent-bestuurder.....	42,00	—	—	—
Assistent-bestuurderes.....	30,00	—	—	—
Hoofkroegman.....	42,00	4,72	7,25	0,93
Hoofkelder.....	29,00	3,87	6,24	0,87
Hoofkelderin.....	19,50	2,69	4,46	0,61
Hoofkok, of sjef, man.....	30,00	5,79	8,04	1,06
Hoofkok, of sjef, vrou.....	24,40	5,04	6,98	0,96
Kroegman, gekwalifiseer.....	37,50	4,21	6,47	0,83
Kroegman, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	19,54	—	—	—
gedurende die tweede ses maande ondervinding.....	22,20	—	—	—
gedurende die derde ses maande ondervinding.....	25,58	—	—	—
gedurende die vierde ses maande ondervinding.....	28,67	—	—	—
gedurende die vyfde ses maande ondervinding.....	30,79	—	—	—
gedurende die sesde ses maande ondervinding.....	32,96	—	—	—
Kroegjong.....	12,25	2,00	3,35	0,45
Klerk/Ontvangsklerk man, gekwalifiseer.....	31,00	5,34	7,42	0,91
Klerk/Ontvangsklerk man, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	18,04	—	—	—
gedurende die tweede ses maande ondervinding.....	21,76	—	—	—
gedurende die derde ses maande ondervinding.....	25,36	—	—	—
gedurende die vierde ses maande ondervinding.....	28,71	—	—	—
Klerk, vrou, gekwalifiseer.....	20,00	3,95	5,66	0,76
Klerk, vrou, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	13,94	—	—	—
gedurende die tweede ses maande ondervinding.....	15,88	—	—	—
gedurende die derde ses maande ondervinding.....	16,91	—	—	—
gedurende die vierde ses maande ondervinding.....	18,48	—	—	—
Kok, man, gekwalifiseer.....	21,50	4,15	5,76	0,76
Kok, man, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	13,18	—	—	—
gedurende die tweede ses maande ondervinding.....	14,52	—	—	—
gedurende die derde ses maande ondervinding.....	16,33	—	—	—
gedurende die vierde ses maande ondervinding.....	17,21	—	—	—
gedurende die vyfde ses maande ondervinding.....	18,61	—	—	—
gedurende die sesde ses maande ondervinding.....	20,07	—	—	—
Kok, vrou, gekwalifiseer.....	16,50	3,41	4,72	0,65
Kok, vrou, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	9,89	—	—	—
gedurende die tweede ses maande ondervinding.....	10,92	—	—	—
gedurende die derde ses maande ondervinding.....	11,95	—	—	—
gedurende die vierde ses maande ondervinding.....	12,98	—	—	—
gedurende die vyfde ses maande ondervinding.....	14,07	—	—	—
gedurende die sesde ses maande ondervinding.....	15,65	—	—	—
Koksassistent.....	12,50	2,00	3,35	0,45
Graad I-werknemer, man.....	15,50	1,98	3,31	0,45
Graad I-werknemer, vrou.....	13,20	1,96	3,27	0,44
Graad II-werknemer, man.....	11,50	1,31	2,33	0,34
Graad II-werknemer, vrou.....	11,50	1,31	2,33	0,34
Faktotum.....	24,00	2,11	3,57	0,48
Hoteltwekeling—				
gedurende die eerste ses maande ondervinding.....	12,00	—	—	—
gedurende die tweede ses maande ondervinding.....	15,00	—	—	—
gedurende die derde ses maande ondervinding.....	18,00	—	—	—
gedurende die vierde ses maande ondervinding.....	25,00	—	—	—
daarna 'n minimum van.....	30,00	—	—	—
Huishoudster.....	20,50	3,95	5,66	0,76
Hysbakbediendes.....	12,00	2,00	3,35	0,45
Motorvoertuigbestuurder.....	18,00	2,40	3,87	0,54
Nagwag.....	13,00	1,96	3,27	0,44
Buiterverkoopsbediener en dienskroeg-kroegman, man/vrou, gekwalifiseer.....	40,00	4,21	6,47	0,83
Buiterverkoopsbediener en dienskroeg-kroegman, man/vrou, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	20,84	—	—	—
gedurende die tweede ses maande ondervinding.....	23,68	—	—	—
gedurende die derde ses maande ondervinding.....	27,29	—	—	—
gedurende die vierde ses maande ondervinding.....	30,58	—	—	—
gedurende die vyfde ses maande ondervinding.....	32,84	—	—	—
gedurende die sesde ses maande ondervinding.....	35,16	—	—	—
Klerklike assistent in buiterverkoopsafdeling, man, gekwalifiseer.....	30,00	3,37	5,18	0,66
Hoteljoggie.....	11,00	1,31	2,33	0,34
Portier, gekwalifiseer.....	17,00	3,51	4,86	0,67

	Werknemers uitgesoenderd los- en deel- tydse werk- nemers Per week	Loswerknemers		
		Vier uur diens of minder op enige be- paalde dag	Meer as vier uur, maar hoogstens agt uur diens op enige be- paalde dag	Vir elke uur of ge- deelte van 'n uur diens meer as agt uur op enige be- paalde dag
	R	R	R	R
Portier, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding	10,20	—	—	—
gedurende die tweede ses maande ondervinding	11,90	—	—	—
gedurende die derde ses maande ondervinding	13,36	—	—	—
gedurende die vierde ses maande ondervinding	15,24	—	—	—
Nagportier, gekwalifiseer	19,00	3,92	5,43	0,75
Nagportier, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding	9,80	—	—	—
gedurende die tweede ses maande ondervinding	12,29	—	—	—
gedurende die derde ses maande ondervinding	14,61	—	—	—
gedurende die vierde ses maande ondervinding	16,63	—	—	—
Ontvangsklerk, vrou, gekwalifiseer	26,00	4,48	6,22	0,76
Ontvangsklerk, vrou, ongekwalifiseer—				
gedurende die eerste jaar ondervinding	19,81	—	—	—
gedurende die tweede jaar ondervinding	21,85	—	—	—
gedurende die derde jaar ondervinding	23,96	—	—	—
Restourantbestuurder	42,00	—	—	—
Dienskroeg-kroegman—				
kyk buiteverkoopsbediener				
Kelner, gekwalifiseer	18,60	2,48	4,00	0,56
Kelner, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding	10,40	—	—	—
gedurende die tweede ses maande ondervinding	12,05	—	—	—
gedurende die derde ses maande ondervinding	13,42	—	—	—
gedurende die vierde ses maande ondervinding	15,29	—	—	—
Kelnerin, gekwalifiseer	14,50	2,00	3,32	0,45
Kelnerin, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding	10,63	—	—	—
gedurende die tweede ses maande ondervinding	12,69	—	—	—

	Employees other than casual and part-time employees Per week	Casual employees		
		Four hours' employment or less in any one day	Over four hours, but not exceeding eight hours' employment in any one day	For each hour or part thereof of employ- ment in excess of eight hours in any one day
	R	R	R	R
Manager	52,00	—	—	—
Manageress	40,00	—	—	—
Assistant manager	42,00	—	—	—
Assistant manageress	30,00	—	—	—
Head barman	42,00	4,72	7,25	0,93
Head waiter	29,00	3,87	6,24	0,87
Head waitress	19,50	2,69	4,46	0,61
Head cook, or chef, male	30,00	5,79	8,04	1,06
Head cook, or chef, female	24,40	5,04	6,98	0,96
Barman, qualified	37,50	4,21	6,47	0,83
Barman, unqualified—				
during the first six months	19,54	—	—	—
during the second six months	22,20	—	—	—
during the third six months	25,58	—	—	—
during the fourth six months	28,67	—	—	—
during the fifth six months	30,79	—	—	—
during the sixth six months	32,96	—	—	—
Barboy	12,25	2,00	3,35	0,45
Clerical employee/Receptionist, male, qualified	31,00	5,34	7,42	0,91
Clerical employee/Receptionist, male, unqualified—				
during the first six months	18,04	—	—	—
during the second six months	21,76	—	—	—
during the third six months	25,36	—	—	—
during the fourth six months	28,71	—	—	—
Clerical employee, female, qualified	20,00	3,95	5,66	0,76
Clerical employee, female, unqualified—				
during the first six months	13,94	—	—	—
during the second six months	15,88	—	—	—
during the third six months	16,91	—	—	—
during the fourth six months	18,48	—	—	—

	Employees other than casual and part-time employees Per week	Casual employees		
		Four hours' employment or less in any one day	Over four hours but not exceeding eight hours employment in any one day	For each hour or part thereof of employ- ment in excess of eight hours in any one day
	R	R	R	R
Cook, male, qualified.....	21,50	4,15	5,76	0,76
Cook, male, unqualified—				
during the first six months.....	13,18	—	—	—
during the second six months.....	14,52	—	—	—
during the third six months.....	16,33	—	—	—
during the fourth six months.....	17,21	—	—	—
during the fifth six months.....	18,61	—	—	—
during the sixth six months.....	20,07	—	—	—
Cook, female, qualified.....	16,50	3,41	4,72	0,65
Cook, female, unqualified—				
during the first six months.....	9,89	—	—	—
during the second six months.....	10,92	—	—	—
during the third six months.....	11,95	—	—	—
during the fourth six months.....	12,98	—	—	—
during the fifth six months.....	14,07	—	—	—
during the sixth six months.....	15,65	—	—	—
Cook's assistant.....	12,50	2,00	3,35	0,45
Grade I employee, male.....	15,50	1,98	3,31	0,45
Grade I employee, female.....	13,20	1,96	3,27	0,44
Grade II employee, male.....	11,50	1,31	2,33	0,34
Grade II employee, female.....	11,50	1,31	2,33	0,34
Handyman.....	24,00	2,11	3,57	0,48
Hotel trainee—				
during the first six months.....	12,00	—	—	—
during the second six months.....	15,00	—	—	—
during the third six months.....	18,00	—	—	—
during the fourth six months.....	25,00	—	—	—
thereafter minimum of.....	30,00	—	—	—
Housekeeper.....	20,50	3,95	5,66	0,76
Lift attendant.....	12,00	2,00	3,35	0,45
Motor vehicle driver.....	18,00	2,40	3,87	0,54
Night watchman.....	13,00	1,96	3,27	0,44
Off-Sales attendant and service-bar barman, male/female, qualified.....	40,00	4,21	6,47	0,83
Off-Sales attendant and service-bar barman, male/female, unqualified—				
during the first six months.....	20,84	—	—	—
during the second six months.....	23,68	—	—	—
during the third six months.....	27,29	—	—	—
during the fourth six months.....	30,58	—	—	—
during the fifth six months.....	32,84	—	—	—
during the sixth six months.....	35,16	—	—	—
Off-Sales clerical assistant.....	30,00	3,37	5,18	0,66
Page.....	11,00	1,31	2,33	0,34
Porter, qualified.....	17,00	3,51	4,86	0,67
Porter, unqualified—				
during the first six months.....	10,20	—	—	—
during the second six months.....	11,90	—	—	—
during the third six months.....	13,36	—	—	—
during the fourth six months.....	15,24	—	—	—
Night porter, qualified.....	19,00	3,92	5,43	0,75
Night porter, unqualified—				
during the first six months.....	9,80	—	—	—
during the second six months.....	12,29	—	—	—
during the third six months.....	14,61	—	—	—
during the fourth six months.....	16,63	—	—	—
Receptionist, female, qualified.....	26,00	4,48	6,22	0,76
Receptionist, female, unqualified—				
during the first six months.....	19,81	—	—	—
during the second six months.....	21,85	—	—	—
during the third six months.....	23,96	—	—	—
Restaurant manager.....	42,00	—	—	—
Service-bar barman—See off-sales attendant.				
Waiter, qualified.....	18,60	2,48	4,00	0,56
Waiter, unqualified—				
during the first six months.....	10,40	—	—	—
during the second six months.....	12,05	—	—	—
during the third six months.....	13,42	—	—	—
during the fourth six months.....	15,29	—	—	—
Waitress, qualified.....	14,50	2,00	3,32	0,45
Waitress, unqualified—				
during the first six months.....	10,63	—	—	—
during the second six months.....	12,69	—	—	—

(ii) In die landdrostrikte Somerset-Wes en die Strand:

	Werknemers uitgesonderd los en deeltydse werknemers Per week
	R
Bestuurder.....	40,00
Bestuurderes.....	32,00
Assistent-bestuurder.....	34,00
Assistent-bestuurderes.....	22,00
Hoofkroegman.....	34,00
Hoofkelder.....	24,00
Hoofkelderin.....	16,00
Hoofkok, of sjef, man.....	24,00
Hoofkok, of sjef, vrou.....	19,50
Kroegman, gekwalifiseer.....	31,00
Kroegman, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	16,15
gedurende die tweede ses maande ondervinding.....	18,35
gedurende die derde ses maande ondervinding.....	21,15
gedurende die vierde ses maande ondervinding.....	23,70
gedurende die vyfde ses maande ondervinding.....	25,45
gedurende die sesde ses maande ondervinding.....	27,25
Kroegjong.....	9,75
Klerk, man gekwalifiseer.....	25,00
Klerk, man, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	14,55
gedurende die tweede ses maande ondervinding.....	17,55
gedurende die derde ses maande ondervinding.....	20,45
gedurende die vierde ses maande ondervinding.....	23,15
Klerk, vrou, gekwalifiseer.....	16,50
Klerk, vrou, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	11,50
gedurende die tweede ses maande ondervinding.....	13,10
gedurende die derde ses maande ondervinding.....	13,95
gedurende die vierde ses maande ondervinding.....	15,25
Kok, man, gekwalifiseer.....	18,00
Kok, man, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	11,30
gedurende die tweede ses maande ondervinding.....	12,45
gedurende die derde ses maande ondervinding.....	14,00
gedurende die vierde ses maande ondervinding.....	14,75
gedurende die vyfde ses maande ondervinding.....	15,95
gedurende die sesde ses maande ondervinding.....	17,20
Kok, vrou, gekwalifiseer.....	13,60
Kok, vrou, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	8,15
gedurende die tweede ses maande ondervinding.....	9,00
gedurende die derde ses maande ondervinding.....	9,85
gedurende die vierde ses maande ondervinding.....	10,70
gedurende die vyfde ses maande ondervinding.....	11,60
gedurende die sesde ses maande ondervinding.....	12,90
Koksassistent.....	9,75
Graad I-werknemer, man.....	13,00
Graad I-werknemer, vrou.....	11,00
Graad II-werknemer, man.....	9,25
Graad II-werknemer, vrou.....	9,25
Faktotum.....	19,75
Hotellkeueling—	
gedurende die eerste ses maande ondervinding.....	10,00
gedurende die tweede ses maande ondervinding.....	12,00
gedurende die derde ses maande ondervinding.....	15,00
gedurende die vierde ses maande ondervinding.....	20,00
daarna 'n minimum van.....	25,00
Huishoudster.....	17,00
Hysbakbediener.....	9,75
Motorvoertuigbestuurder.....	15,25
Nagwag.....	10,50
Buiteverkoopsbediener, man/vrou, gekwalifiseer.....	31,00
Buiteverkoopsbediener, man/vrou, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	16,15
gedurende die tweede ses maande ondervinding.....	18,35
gedurende die derde ses maande ondervinding.....	21,15
gedurende die vierde ses maande ondervinding.....	23,70
gedurende die vyfde ses maande ondervinding.....	25,45
gedurende die sesde ses maande ondervinding.....	27,25
Klerklike assistent in buiteverkoopsafdeling, man, gekwalifiseer.....	25,00
Hoteljoggie.....	9,75
Portier, gekwalifiseer.....	14,00
Portier, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	8,40
gedurende die tweede ses maande ondervinding.....	9,80
gedurende die derde ses maande ondervinding.....	11,00
gedurende die vierde ses maande ondervinding.....	12,55

(ii) In the Magisterial Districts of Somerset West and Strand:

	Employees other than casual or part-time employees Per week
	R
Manager.....	40,00
Manageress.....	32,00
Assistant manager.....	34,00
Assistant manageress.....	22,00
Head barman.....	34,00
Head waiter.....	24,00
Head waitress.....	16,00
Head cook, or chef, male.....	24,00
Head cook, or chef, female.....	19,50
Barman, qualified.....	31,00
Barman, unqualified—	
during the first six months' experience.....	16,15
during the second six months' experience.....	18,35
during the third six months' experience.....	21,15
during the fourth six months' experience.....	23,70
during the fifth six months' experience.....	25,45
during the sixth six months' experience.....	27,25
Barboy.....	9,75
Clerical employee, male, qualified.....	25,00
Clerical employee, male, unqualified—	
during the first six months' experience.....	14,55
during the second six months' experience.....	17,55
during the third six months' experience.....	20,45
during the fourth six months' experience.....	23,15
Clerical employee, female, qualified.....	16,50
Clerical employee, female, unqualified—	
during the first six months' experience.....	11,50
during the second six months' experience.....	13,10
during the third six months' experience.....	13,95
during the fourth six months' experience.....	15,25
Cook, male, qualified.....	18,00
Cook, male, unqualified—	
during the first six months' experience.....	11,30
during the second six months' experience.....	12,45
during the third six months' experience.....	14,00
during the fourth six months' experience.....	14,75
during the fifth six months' experience.....	15,95
during the sixth six months' experience.....	17,20
Cook, female, qualified.....	13,60
Cook, female, unqualified—	
during the first six months' experience.....	8,15
during the second six months' experience.....	9,00
during the third six months' experience.....	9,85
during the fourth six months' experience.....	10,70
during the fifth six months' experience.....	11,60
during the sixth six months' experience.....	12,90
Cook's assistant.....	9,75
Grade I employee, male.....	13,00
Grade I employee, female.....	11,00
Grade II employee, male.....	9,25
Grade II employee, female.....	9,25
Handyman.....	19,75
Hotel trainee—	
during the first six months' experience.....	10,00
during the second six months' experience.....	12,00
during the third six months' experience.....	15,00
during the fourth six months' experience.....	20,00
Thereafter minimum of.....	25,00
Housekeeper.....	17,00
Lift attendant.....	9,75
Motor vehicle driver.....	15,25
Night watchman.....	10,50
Off-Sales attendant, male/female, qualified.....	31,00
Off-Sales attendant, male/female, unqualified—	
during the first six months' experience.....	16,15
during the second six months' experience.....	18,35
during the third six months' experience.....	21,15
during the fourth six months' experience.....	23,70
during the fifth six months' experience.....	25,45
during the sixth six months' experience.....	27,25
Off-Sales clerical assistant.....	25,00
Page.....	9,75
Porter, qualified.....	14,00
Porter, unqualified—	
during the first six months' experience.....	8,40
during the second six months' experience.....	9,80
during the third six months' experience.....	11,00
during the fourth six months' experience.....	12,55

	Werknemers uitgesonderd los en deeltidse werknemers Per week
	R
Nagportier, gekwalifiseer.....	16,00
Nagportier, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	8,25
gedurende die tweede ses maande ondervinding.....	10,35
gedurende die derde ses maande ondervinding.....	12,30
gedurende die vierde ses maande ondervinding.....	14,00
Ontvangsklerk, gekwalifiseer.....	21,00
Ontvangsklerk, ongekwalifiseer—	
gedurende die eerste jaar ondervinding.....	16,00
gedurende die tweede jaar ondervinding.....	17,65
gedurende die derde jaar ondervinding.....	19,35
Restourantbestuurder.....	33,00
Diens Kroeg-kroegman, gekwalifiseer.....	32,00
Diens Kroeg-kroegman, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	17,15
gedurende die tweede ses maande ondervinding.....	19,35
gedurende die derde ses maande ondervinding.....	22,15
gedurende die vierde ses maande ondervinding.....	24,70
gedurende die vyfde ses maande ondervinding.....	26,45
gedurende die sesde ses maande ondervinding.....	28,25
Kelner, gekwalifiseer.....	15,50
Kelner, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	9,45
gedurende die tweede ses maande ondervinding.....	10,95
gedurende die derde ses maande ondervinding.....	12,20
gedurende die vierde ses maande ondervinding.....	13,90
Kelnerin, gekwalifiseer.....	12,00
Kelnerin, ongekwalifiseer—	
gedurende die eerste ses maande ondervinding.....	8,80
gedurende die tweede ses maande ondervinding.....	10,50

(b)

	Landdros- distrikte Die Kaap, Wynberg, Bellville en Simonstad	Landdros- distrikte Somerset- Wes en die Strand
	Per uur of deel van 'n uur	Per uur of deel van 'n uur
	R	R
Deeltidse werknemer, man.....	0,70	0,70
Deeltidse werknemer, vrou.....	0,65	0,65

(c) *Los werknemers.*—In die landdrosdistrikte Somerset-Wes en die Strand.

Klas werknemer	Vier uur diens of minder op enige be- paalde dag.	Meer as vier uur, maar hoogstens agt uur diens op enige be- paalde dag	Vir elke uur of ge- deelte van 'n uur diens meer as agt uur op enige be- paalde dag
	R	R	R
Kroegman.....	3,70	5,45	0,70
Kassier, man.....	4,90	6,55	0,80
Kassier, vrou.....	3,70	5,15	0,70
Kok, man.....	3,90	5,25	0,70
Kok, vrou.....	3,20	4,30	0,60
Kelner.....	2,25	3,55	0,50
Kelnerin.....	1,80	2,59	0,40
Graad II-werknemer.....	1,15	2,00	0,30
Ander los werknemers nie hierbo gespesifiseer nie	1,80	2,95	0,40

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule en behoudens klousule 15 is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en behoudens subklousule (3) en klousule 5 (6), moet aan 'n werknemer, ten opsigte

	Employees other than casual or part-time employees Per week
	R
Night porter, qualified.....	16,00
Night porter, unqualified—	
during the first six months' experience.....	8,25
during the second six months' experience.....	10,35
during the third six months' experience.....	12,30
during the fourth six months' experience.....	14,00
Receptionist, qualified.....	21,00
Receptionist, unqualified—	
during the first year of experience.....	16,00
during the second year of experience.....	17,65
during the third year of experience.....	19,35
Restaurant manager.....	33,00
Service-bar barman, qualified.....	32,00
Service-bar barman, unqualified—	
during the first six months' experience.....	17,15
during the second six months' experience.....	19,35
during the third six months' experience.....	22,15
during the fourth six months' experience.....	24,70
during the fifth six months' experience.....	26,45
during the sixth six months' experience.....	28,25
Waiter, qualified.....	15,50
Waiter, unqualified—	
during the first six months' experience.....	9,45
during the second six months' experience.....	10,95
during the third six months' experience.....	12,20
during the fourth six months' experience.....	13,90
Waitress, qualified.....	12,00
Waitress, unqualified—	
during the first six months' experience.....	8,80
during the second six months' experience.....	10,50

(b)

	Magisterial Districts of The Cape, Wynberg, Bellville and Simonstown	Magisterial Districts of Somerset West and Strand
	Per hour or part of an hour	Per hour or part of an hour
	R	R
Part-time employee, male.....	0,70	0,70
Part-time employee, female.....	0,65	0,65

(c) *Casual employees.*—In the Magisterial Districts of Somerset West and the Strand.

Class of employee	Four hours' employment or less in any one day	Over four hours but not exceeding eight hours' employment in any one day	For each hour or part thereof of employ- ment in excess of eight hours in any one day
	R	R	R
Barman.....	3,70	5,45	0,70
Cashier, male.....	4,90	6,55	0,80
Cashier, female.....	3,70	5,15	0,70
Cook, male.....	3,90	5,25	0,70
Cook, female.....	3,20	4,30	0,60
Waiter.....	2,25	3,55	0,50
Waitress.....	1,80	2,95	0,40
Grade II employee.....	1,15	2,00	0,30
Other casuals not herein- before specified.....	1,80	2,95	0,40

(2) *Basis of contract.*—For the purpose of this clause and subject to the provisions of clause 15 the basis of contract of employment of an employee, other than a casual employee, shall be weekly and save as provided in subclause (3) and clause

van 'n week, minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, hetsy hy gedurende dié week die maksimum getal gewone ure, voorgeskryf in klousule 8 (1), of minder, gewerk het.

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

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

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

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

(A) In 'n sewedaagse bedryfsinrigting—

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

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

(B) In 'n sesdaagse bedryfsinrigting—

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

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

Met dien verstande dat in die geval van 'n werknemer in paragrawe (A) (ii) en (B) (ii) genoem, so 'n werknemer nie vir die dag waarop hy die werk verrig, op 'n totale bedrag geregtig is wat groter is as dié wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas verskuldig sou gewees het teen die skaal wat in subklousule (1) voorgeskryf word nie: Voorts met dien verstande dat as die enigste verskil tussen klasse kragtens subklousule (1) op ondervinding, geslag of ouderdom gebaseer is, of as van 'n werknemer verlag word om vir hoogstens een dag in enige week die plek van 'n ander werknemer te neem gedurende laasgenoemde se diensvrytydperk in klousule 6 (3) genoem, hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 15 (1) maandeliks betaal word, moet die bedrag van dié loon bereken word teen die skaal van vier en een-derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

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

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

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

(8) (i) *Toelae vir lang diens (in die landdrostdistrikte Die Kaap, Wynberg, Bellville en Simonstad).*—Benewens die weekloon wat aan 'n werknemer betaal moet word, moet 'n werkgewer jaarliks aan elke werknemer wat by dieselfde werkgewer in diens was vir die ononderbroke tydperke hieronder aangedui, die toelae vir lang diens, soos gemeld betaal:

(a) Drie jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(b) Drie jaar: 'n Toelae van R12 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(c) Vier jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(d) Vier jaar: 'n Toelae van R12 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(e) Vyf jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 8 (1) or less.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees, other than a Grade II employee, to perform for longer than one consecutive hour, or for more than two periods of 30 minutes each or less on any one day, and an employer who requires or permits his Grade II employee to perform for any period of any day, either in addition to his own work or in substitution therefor work of another class for which either—

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

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

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

(A) In a seven-day establishment—

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

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

(B) In a six-day establishment—

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

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

Provided that in the case of an employee referred to in paragraph (A) (ii) and (B) (ii) such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount which would have accrued to a qualified employee in such higher class at the rate prescribed in subclause (1); provided further that where the sole difference, between classes is in terms of subclause (1) based on experience, sex or age, or where an employee is required for not more than one day in any week to take the place of any other employee during the latter's free period referred to in clause 6 (3), the provisions of this subclause shall not apply.

(4) *Calculation of monthly wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in subclause (1) for an employee of his class.

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

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

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

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

(a) three years: A long-service allowance of R10 to all employees who are in receipt of a weekly wage of up to R18 per week;

(b) three years: A long-service allowance of R12 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(c) four years: A long-service allowance of R10 to all employees who are in receipt of a weekly wage of up to R18 per week;

(d) four years: A long-service allowance of R12 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(e) five years: A long-service allowance of R10 to all employees who are in receipt of a weekly wage of up to R18 per week;

(f) Vyf jaar: 'n Toelae van R12 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(g) Ses jaar: 'n Toelae van R21 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(h) Ses jaar: 'n Toelae van R24 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(i) Sewe jaar: 'n Toelae van R21 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(j) Sewe jaar: 'n Toelae van R24 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(k) Agt jaar: 'n Toelae van R21 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(l) Agt jaar: 'n Toelae van R24 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(m) Nege jaar: 'n Toelae van R31 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(n) Nege jaar: 'n Toelae van R36 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(o) Tien jaar: 'n Toelae van R31 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(p) Tien jaar: 'n Toelae van R36 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(q) Elf jaar: 'n Toelae van R33 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(r) Elf jaar: 'n Toelae van R38 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(s) Twaalf jaar of langer: 'n Toelae van R35 aan alle werknemers wat 'n maksimum weekloon van R18 per week ontvang.

(t) Twaalf jaar of langer: 'n Toelae van R40 aan alle werknemers wat 'n weekloon van R18,01 of meer ontvang.

(ii) *Toelae vir lang diens (in die landdrosdistrikte Somerset-Wes en die Strand).*—Benewens die weekloon wat aan 'n werknemer betaal moet word, moet 'n werkgever jaarliks aan elke werknemer wat by dieselfde werkgever in diens was vir die ononderbroke tydperke hieronder aangedui, die toelae vir lang diens, soos gemeld, betaal:

(a) Drie jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum weekloon van R15 ontvang.

(b) Drie jaar: 'n Toelae van R12 aan alle werknemers wat 'n weekloon van R15,01 of meer ontvang.

(c) Vier jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum weekloon van R15 ontvang.

(d) Vier jaar: 'n Toelae van R12 aan alle werknemers wat 'n weekloon van R15,01 of meer ontvang.

(e) Vyf jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum weekloon van R15 ontvang.

(f) Vyf jaar: 'n Toelae van R12 aan alle werknemers wat 'n weekloon van R15,01 of meer ontvang.

(g) Ses jaar: 'n Toelae van R20 aan alle werknemers wat 'n maksimum weekloon van R15 ontvang.

(h) Ses jaar: 'n Toelae van R23 aan alle werknemers wat 'n weekloon van R15,01 of meer ontvang.

(i) Sewe jaar: 'n Toelae van R20 aan alle werknemers wat 'n maksimum weekloon van R15 ontvang.

(j) Sewe jaar: 'n Toelae van R23 aan alle werknemers wat 'n weekloon van R15,01 of meer ontvang.

(k) Agt jaar: 'n Toelae van R20 aan alle werknemers wat 'n maksimum weekloon van R15 ontvang.

(l) Agt jaar: 'n Toelae van R23 aan alle werknemers wat 'n weekloon van R15,01 of meer ontvang.

(m) Nege jaar of langer: 'n Toelae van R30 aan alle werknemers wat 'n maksimum weekloon van R15 ontvang.

(f) five years: A long-service allowance of R12 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(g) six years: A long-service allowance of R21 to all employees who are in receipt of a weekly wage of up to R18 per week;

(h) six years: A long-service allowance of R24 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(i) seven years: A long-service allowance of R21 to all employees who are in receipt of a weekly wage of up to R18 per week;

(j) seven years: A long-service allowance of R24 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(k) eight years: A long-service allowance of R21 to all employees who are in receipt of a weekly wage of up to R18 per week;

(l) eight years: A long-service allowance of R24 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(m) nine years: A long-service allowance of R31 to all employees who are in receipt of a weekly wage of up to R18 per week;

(n) nine years: A long-service allowance of R36 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(o) ten years: A long-service allowance of R31 to all employees who are in receipt of a weekly wage of up to R18 per week;

(p) ten years: A long-service allowance of R36 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(q) eleven years: A long-service allowance of R33 to all employees who are in receipt of a weekly wage of up to R18 per week;

(r) eleven years: A long-service allowance of R38 to all employees who are in receipt of a weekly wage of R18,01 or more per week;

(s) twelve years or longer: A long-service allowance of R35 to all employees who are in receipt of a weekly wage of up to R18 per week;

(t) twelve years or longer: A long-service allowance of R40 to all employees who are in receipt of a weekly wage of R18,01 or more per week.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) Nege jaar of langer: 'n Toelae van R35 aan alle werknemers wat 'n weekloon van R15,01 of meer ontvang.

(iii) Die toelae in paragrawe (i) en (ii) hierbo gemeld, moet voor of op die laaste dag voor die aanvang van die werknemers se jaarlikse verlof betaal word. 'n Werknemer wat op 'n toelae vir lang diens geregtig geword het en wie se dienskontrak gedurende enige tydperk van 12 maande diens eindig voordat sodanige toelae betaal is, ontvang een twee-en-vyftigste van die jaarlikse toelae wat in sy geval voorgeskrif is, vir elke voltooide week wat gedurende sodanige dienstrydperk gewerk is.

Vir die toepassing van hierdie klousule omvat die uitdrukking "dieselfde werkgewer", in die geval van die verkoop van die besigheid, ook die koper daarvan.

5. BETALING VAN BESOLDIGING

(1) 'n *Werknemer, uitgesonderd 'n los werknemer*.—Behoudens klousule 7 (3), moet enige bedrag aan 'n werknemer verskuldig, weekliks, of as 'n werkgewer en werknemer aldus ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind, en dit moet in 'n koevert wees waarop die naam van die werkgewer en van die werknemer, die werknemer se beroep, die getal gewone ure en portydure gewerk, die verskuldigde besoldiging en die tydperk waarvoor die besoldiging betaal word, genoem word.

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

(3) *Premies*.—Geen geld mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word vir werkver-skaffing aan, of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgewer regtens moet bydra.

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

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

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

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

(b) 'n Bedrag vir heffings ingevolge klousule 19 van hierdie Ooreenkoms en vir die Voorsorgfondse.

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

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

(e) As 'n werknemer, uitgesonderd 'n los werknemer, toestem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet 1945, of die Bantoearbeid Regelingswet, 1911, verplig is om van sy werkgewer kos en/of inwoning aan te neem, 'n bedrag van hoogsens die volgende:

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

	Per week	Per maand
	R	R
Kos.....	1,45	6,28
Inwoning.....	0,80	3,47
Kos en inwoning.....	2,25	9,75

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

	Per week	Per maand
	R	R
Kos.....	0,69	3,00
Inwoning.....	0,46	2,00
Kos en inwoning.....	1,15	5,00

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

(g) 'n Aftrekking vir ledegeld aan die vakverenigings ingevolge klousule 25 van hierdie Ooreenkoms.

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

(iii) The allowances mentioned in paragraphs (i) and (ii) hereof are to be paid not later than the last day before the commencement of the employees' annual leave. An employee who has become entitled to a long-service allowance and whose contract of employment terminates during any period of 12 months' employment before such allowance has been paid, shall receive one fifty-second of the yearly allowance prescribed in his case for each completed week worked during such period of employment.

For the purpose of this clause the expression "the same employer" shall include, in the case of the sale of the business, the purchaser thereof.

5. PAYMENT OF REMUNERATION

(1) *An employee other than a casual employee*.—Save as provided in clause 7 (3) any amount due to an employee shall be paid in cash weekly, or if the employer and employee have agreed thereto, monthly, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day, and shall be contained in an envelope showing thereon the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

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

(3) *Premiums*.—No payments shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this subclause shall not apply in respect of a 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, and the Bantu Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

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

(b) A deduction for levies in terms of clause 19 of this Agreement, and for the Provident Fund.

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

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

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

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

	Per week	Per month
	R	R
Board.....	1,45	6,28
Lodging.....	0,80	3,47
Board and lodging.....	2,25	9,75

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

	Per week	Per month
	R	R
Board.....	0,69	3,00
Lodging.....	0,46	2,00
Board and lodging.....	1,15	5,00

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

(g) A deduction for subscriptions to the trade unions in terms of clause 25 of this Agreement.

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

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

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

- (a) in 'n sewedaagse bedryfsinrigting—
- (i) in die geval van 'n kroegman, 51 uur;
- (ii) in die geval van 'n kelner, 'n kelnerin of 'n wynkelner, 54 uur;
- (iii) in die geval van alle ander werknemers, 55 uur;
- (b) in 'n sesdaagse bedryfsinrigting—
- (i) in die geval van 'n kroegman, 50 uur;
- (ii) in die geval van alle ander werknemers, 52 uur;
- (c) die gewone werkure van 'n los werknemer is hoogstens nege op enige dag.

In die landdrosdistrikte Somerset-Wes en die Strand—

- (a) in 'n sewedaagse bedryfsinrigting—
- (i) in die geval van 'n kroegman, 53 uur;
- (ii) in die geval van 'n kelner, 'n kelnerin of wynkelner, 57 uur;
- (iii) in die geval van alle ander werknemers, 58 uur;
- (b) in 'n sesdaagse bedryfsinrigting—
- (i) in die geval van 'n kroegman, 50 uur;
- (ii) in die geval van alle ander werknemers, 52 uur.
- (c) Die gewone werkure van 'n los werknemer is hoogstens nege op enige dag.

(2) *Etenspouse*.—Elke werknemer moet vir elke ete wat binne sy werkure val, minstens 30 minute toegestaan word, en gedurende dié tyd mag hy nie toegelaat word om te werk nie en geen werknemer mag sonder 'n pause van minstens 30 minute vir 'n ete, langer as ses uur werk nie; sulke etenstye is in die werkdagindeling inbegrepe, maar vorm nie deel van die ure wat gewerk word nie.

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

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

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

(ii) behoudens klousule 7 (1) (c), as die werkgewer en sy werknemer aldus ooreenkom, een diensvrytydperk van 24 aaneenlopende ure van middernag tot middernag in een week, en een diensvrytydperk van minstens 14 aaneenlopende ure vanaf 2.30 nm. in die ander week van elke 14 dae;

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

waarin hy van sodanige werknemer nie mag vereis of hom mag toelaat om te werk nie: Met dien verstande dat as 'n werknemer se weeklikse rustydperk toegestaan word—op 'nigeen van die openbare vakansiedae wat in klousule 9 van hierdie Ooreenkoms genoem word, aan sodanige werknemer of 'n bykomende dag vry gegee moet word of aan hom een ekstra dag se loon in plaas daarvan betaal moet word: Voorts met dien verstande dat 'n werkgewer van 'n nagwag kan vereis om gedurende sy vry periode diens te verrig, en in so 'n geval moet hy sodanige werknemer, benewens sy weekloon en enige ander vergoeding aan hom verskuldig ooreenkomstig hierdie Ooreenkoms, een-derde van sy weekloon betaal ten opsigte van werk wat hy gedurende die vry periode verrig het.

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

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

(6) *Betaling vir oortyd*.—'n Werkgewer moet sy werknemer vir elke uur wat so 'n werknemer oortyd werk, besoldig teen minstens $1\frac{1}{2}$ maal sy gewone loonskaal, en dié uurloon word bereken deur die loonskaal wat betaal word, plus die helfte daarvan, te deel deur die getal ure wat 'n werknemer van sy klas toegelaat word om te werk soos voorgeskryf in subklousule (1). Oortyd wat gewerk word, moet weekliks bereken word en 'n gedeelte van 'n uur wat gewerk is, word as een uur gereken.

(7) *Werkdagindeling*.—Alle werkure en etenspouses moet binne 'n werkdagindeling van 14 uur voltooi word.

(8) *Voorbehoudsbepalings*.—(a) Subklousules (3) en (7) is nie op 'n portier en 'n los werknemer van toepassing nie en subklousule (7) nie op 'n wag nie.

(b) Hierdie klousule is in die landdrosdistrikte Die Kaap, Wynberg, Bellville en Simonstad van toepassing slegs op werknemers wat 'n loon van R2 704 of meer per jaar ontvang en in die

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

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

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

- (a) in a seven-day establishment—
- (i) in the case of a barman, 51 hours;
- (ii) in the case of a waiter, a waitress and a wine steward, 54 hours;
- (iii) in the case of all other employees, 55 hours;
- (b) in a six-day establishment—
- (i) in the case of a barman, 50 hours;
- (ii) in the case of all other employees, 52 hours;
- (c) the ordinary hours of work of a casual employee shall not exceed nine on any day.

In the Magisterial Districts of Somerset West and the Strand—

- (a) in a seven-day establishment—
- (i) in the case of a barman, 53 hours;
- (ii) in the case of a waiter, a waitress and a wine steward, 57 hours;
- (iii) in the case of all other employees, 58 hours;
- (b) in a six-day establishment—
- (i) in the case of a barman, 50 hours;
- (ii) in the case of all other employees, 52 hours;
- (c) the ordinary hours of work of a casual employee shall not exceed nine on any day.

(2) *Meal breaks*.—Every employee shall be granted not less than 30 minutes for each meal falling within his hours of work, during which time he shall not be allowed to work and no employee shall work longer than six hours without an interval of at least 30 minutes for a meal; such meal times shall be included in the spreadover but shall not form part of the hours worked.

(3) *Weekly time off duty in seven-day establishments*.—An employer shall grant—

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

(i) one free period of 24 consecutive hours from midnight to midnight in each week; or

(ii) subject to clause 7 (1) (c), if the employer and his employee agrees thereto, one free period of 24 consecutive hours from midnight to midnight in one week and one free period of not less than 14 consecutive hours from 2.30 p.m. in the other week of each fortnight;

(b) to his chef, head cook or cook one free period of not less than 16 consecutive hours from 2.30 p.m. in each week;

during which periods he shall not require or permit such employee to work: Provided that where an employee's weekly rest period is granted on any one of the public holidays mentioned in clause 9 of this Agreement, such employee shall be given either an additional day off duty or extra day's wages in lieu thereof: Provided that the employer may require a night watchman to be on duty during his free period in which event he shall pay in addition to his weekly wage and any other remuneration to him in terms of the Agreement, one-third wage in respect of work performed during that period.

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

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

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

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

(8) *Savings*.—(a) Subclauses (3) and (7) shall not apply to a porter and a casual employee and subclause (7) shall not apply to a night watchman.

(b) In the Magisterial Districts of The Cape, Wynberg, Bellville and Simonstown the provisions of this clause shall only apply to employees in receipt of a wage of R2 704 or more

landdrosdistrikte Somerset-Wes en Strand op werknemers wat 'n loon van R2 080 of meer per jaar ontvang indien sodanige werknemers skriftelik daartoe ingestem het.

(c) Ondanks paragraaf (b) is hierdie subklousule nie op 'n bestuurder, die vrou van 'n bestuurder of 'n bestuurderes van toepassing nie.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2) moet 'n werkgewer ten opsigte van elke volle jaar diens by hom, die verlof, hier hieronder gemeld, met volle besoldiging toestaan—

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

(b) aan 'n bestuurder, 'n bestuurderes, portier, nagwag en werknemers wat uit hoofde van klousule 6 (3) (b) nie aan die bepaling van daardie klousule onderworpe is nie, drie agtereenvolgende weke verlof;

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

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

(e) en aan al die werknemers in subklousules (b), (c) en (d) een agtereenvolgende jaar diens by die-
 ooi het, benewens die voorgaande, een
 t volle besoldiging, of een volle week
 daarvan. Alle verlof moet aaneenlopend

op
 a
 klousule (1) gemeld, moet toegestaan word
 nemer vasstel: Met dien verstande dat—
 verlof nie eerder toegestaan is nie, dit
 na beëindiging van die diensjaar waarop
 gestaan moet word;

nie mag saamval nie met siekteverlof,
 toegestaan ooreenkomstig klousule 8 of met enige tydperk van
 militêre opleiding ingevolge die Verdedigingswet, 1957;

(iii) Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiek-
 dag, Krugerdag, Geloftedag of Kersdag binne sodanige verlof
 val, nog 'n dag ter vervanging van elke sodanige dag by
 genoemde tydperk gevoeg moet word as bykomende verlof met
 volle besoldiging;

(iv) 'n werkgewer van sodanige verlof enige dag geleentheids-
 verlof kan aftrek wat aan sy werknemer op dié se skriftelike
 versoek met volle besoldiging toegestaan is gedurende die diens-
 jaar waarop die jaarlikse verlof betrekking het;

(v) geen werknemer gedurende sy verlof met volle besoldi-
 ging, vir 'n loon of ander besoldiging mag werk nie;

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

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

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

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

(b) (i) in die landdrosdistrikte Die Kaap, Wynberg, Bellville
 en Simonstad, in die geval van 'n bestuurder, die vrou van die
 bestuurder, 'n bestuurderes, portier, nagwag, 'n werknemer
 met 'n besoldiging teen R2 704 of meer per jaar en 'n werk-
 nemer wie se weeklikse diensvrytyd toegestaan word kragtens
 klousule 6 (3) (a) (ii), minstens 'n kwart;

(ii) in die landdrosdistrikte Somerset-Wes en die Strand, in
 die geval van 'n bestuurder, die vrou van die bestuurder, 'n
 bestuurderes, portier, nagwag, 'n werknemer met 'n besoldiging
 teen R2 080 of meer per jaar, en 'n werknemer wie se week-
 likse diensvrytyd toegestaan word kragtens klousule 6 (3) (a)
 (ii), minstens 'n kwart; en

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

(5) 'n Werknemer wat geregtig geword het op verlof kragtens
 subklousule (1) en wie se dienskontrak eindig voordat sodanige
 verlof toegestaan is, moet vir dié verlof by sodanige beëindiging
 die bedrae gemeld, vir verlof betaal word wat in subklousules (1)
 en (4) gemeld word.

per annum and in the Magisterial Districts of Somerset West and
 Strand to employees in receipt of a wage of R2 080 or more
 per annum where such employees have agreed thereto in
 writing.

(c) Notwithstanding the provisions of paragraph (b), the pro-
 visions of this clause shall not apply to a manager, the wife
 of the manager or a manageress.

7. ANNUAL LEAVE

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

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

(b) to a manager, a manageress, porter, night watchman and
 employees who are by virtue of the provisions of clause 6

(8) (b) not subject to the provisions of that clause, three conse-
 cutive weeks leave;

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

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

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

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

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

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

(iii) if New Year's Day, Good Friday, Ascension Day,
 Republic Day, Kruger Day, Day of the Covenant or Christ-
 mas Day falls within the period of such leave another day
 shall in substitution for each such day be added to the said
 period as a further period of leave on full pay;

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

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

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

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

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

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

(b) (i) in the Magisterial Districts of The Cape, Wynberg,
 Bellville and Simonstown in the case of a manager, the wife
 of the manager, a manageress, porter, night watchman, an
 employee in receipt of a wage of R2 704 or more per
 annum and an employee whose weekly time-off is granted
 in terms of clause 6 (3) (a) (ii), one-fourth;

(ii) in the Magisterial Districts of Somerset West and Strand,
 in the case of a manager, the wife of the manager, a
 manageress, porter, night watchman, an employee in receipt
 of a wage of R2 080 or more per annum and an employee
 whose weekly time-off is granted in terms of clause 6 (3)
 (a) (ii), one-fourth; and

(c) in the case of any other employee, one-sixth;

of the weekly wage he was receiving immediately before the
 date of such termination.

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

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

- (a) met verlof kragtens subklousule (1) afwesig is;
 - (b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;
 - (c) van sy werk afwesig is op las of op versoek van sy werkgever;
 - (d) met siekteverlof kragtens klousule 8 afwesig is;
- wat altesame hoogstens 10 weke in enige jaar beloop ten opsigte van (a), (c) en (d), plus tot vier maande van enige militêre diens wat gedurende dié jaar ondergaan is, en diens word geag soos volg te begin:

(i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het ingevolge die Ooreenkoms wat by Goewermentskennissgewing R. 201 van 16 Februarie 1968 gepubliseer is, op verlof geregtig geword het vanaf die datum waarop dié werknemer op sodanige verlof ingevolge daardie Ooreenkoms geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die aanvangsdatum van hierdie Ooreenkoms in diens was en op wie die Ooreenkoms wat by die Goewermentskennissgewing R. 201 van 16 Februarie 1968, gepubliseer is, van toepassing was, maar wat nie op verlof ingevolge daarvan geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

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

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

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

8. SIEKTEVERLOF

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

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

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

siekteverlof altesame gedurende enige tydperk van 12 agtereenvolgende maande diens by hom en moet hy aan hom, vir die tydperk van afwesigheid kragtens die bepalinge hiervan, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat as 'n werknemer drie of meer agtereenvolgende jare by dieselfde werkgever in diens was, hy siekteverlof vir een ekstra week toegestaan moet word.

(2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer ooreenkomstig hierdie klousule eis ten opsigte van enige afwesigheid van sy werk, van die werknemer vereis om binne 48 uur vanaf die tyd waarop hy hom vir diens moes aanmeld, 'n sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid vermeld of, indien die werknemer in 'n hospitaal opgeneem was, om 'n mediese sertifikaat van sodanige hospitalisasie voor te lê of om sy werkgever binne sewe (7) dae vanaf die tyd waarop hy hom vir diens moes aanmeld daarvan in kennis te stel.

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

(a) "diens" en "maand" dieselfde betekenis as in klousule 7 (6) en (8);

(b) beteken "ongeskiktheid" die onvermoë om te werk weens 'n siekte of besering wat nie deur 'n werknemer se eie wan-gedrag veroorsaak is nie: Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, as ongeskiktheid geag word slegs vir enige tydperk van onvermoë om te werk waarvoor geen skadeloosstelling ingevolge daardie Wet betaalbaar is nie;

(c) omvat "dieselfde werkgever", in die geval van die verkoop van die besigheid, die koper daarvan.

9. OPENBARE VAKANSIEDAE

'n Werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, moet verlof met volle besoldiging verleen word op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag en Kersdag: Met dien verstande dat, indien daar van 'n werknemer vereis word om op enigen van

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

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

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

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

(d) absent on sick leave in terms of clause 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 the Agreement published under Government Notice R. 201 of 16 February 1968 from the date on which such employee became entitled to such leave under such Agreement;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom the Agreement published under Government Notice R. 201 of 16 February 1968 applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

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

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

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

8. SICK LEAVE

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

(a) in the case of an employee who works in a seven-day establishment, 14 work-days; and

(b) in the case of an employee who works in a six-day establishment, 12 work-days;

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that where an employee has had three or more consecutive years' service with the same employer, he shall be granted one extra week's sick leave.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work, require such employee, within 48 hours of the time when he should have reported for duty to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity or in the event of the employee having been confined to hospital to produce a medical certificate of such hospitalisation or to notify his employer within seven (7) days of the time when he should have reported for duty.

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

(a) "employment" and "month" shall have the same meaning as in subclauses (6) and (8) of clause 7;

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

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

9. PUBLIC HOLIDAYS

An employee, other than a casual employee and a part-time employee, shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant and Christmas Day: Provided that where an employee is required to work on any such day his

dié dae te werk, sy werkgewer hom, benewens die loon wat hy sou ontvang het indien hy nie aldus gewerk het nie, 'n bedrag moet betaal van minstens—

(a) een-sewende in die geval van 'n bedryfsinrigting met 'n werkweek van sewe dae; en

(b) een-sewende in die geval van 'n bedryfsinrigting met 'n werkweek van ses dae; van die weekloon in klousule 4 (1) voorgeskryf.

10. GETALSVIRHOUDING

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

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

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

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

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

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

(7) *Buiteverkoopbediener*.—(a) 'n Werkgewer mag geen ongekwalifiseerde buiteverkoopbediener in diens hê nie, tensy hy een gekwalifiseerde buiteverkoopbediener in diens het, en vir elke gekwalifiseerde buiteverkoopbediener in diens mag hoogstens een ongekwalifiseerde buiteverkoopbediener in diens wees, wat alleen toegelaat sal word om onder voortdurende toesig van 'n gekwalifiseerde buiteverkoopbediener te werk.

(b) 'n Werkgewer mag geen ongekwalifiseerde klerklike assistent in die buiteverkoopafdeling in diens hê nie, tensy hy een gekwalifiseerde buiteverkoopbediener in diens het, en vir elke twee gekwalifiseerde buiteverkoopbedieners in diens mag hoogstens een ongekwalifiseerde klerklike assistent in die buiteverkoopafdeling in diens wees.

(8) Vir die toepassing van hierdie klousule—

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

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

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

11. UNIFORMS OF WIT BAADJIES

(1) 'n Werkgewer wat van sy werknemer, uitgesonderd 'n kroegman of los werknemer, vereis om 'n uniforms, voorskoot of wit baadjie te dra, moet sodanige uniform, voorskoot of wit baadjie gratis verskaf en dit op eie koste laat skoonmaak en was, en in goeie en behoorlike toestand hou, maar sodanige kledingstuk bly die werkgewer se eiendom: Voorts, moet 'n werkgewer wat van sy werknemers vereis om broeke van 'n besondere kleur te dra, dit kosteloos verskaf of die werknemer vergoed deur hom 'n bedrag van minstens vyftig (50) sent per week te betaal.

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

employer shall pay him in addition to the wage he would have received had he not so worked an amount of not less than—

(a) one-seventh in the case of seven-day establishments; and

(b) one-sixth in the case of six-day establishments; of the weekly wage prescribed in clause 4 (1).

10. PROPORTION OR RATIO

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

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

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

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

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

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

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

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

(8) For the purpose of this clause—

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

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

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

11. UNIFORMS OR WHITE COATS

(1) An employer who requires his employee, other than a barman or casual employee, to wear a uniform, apron or white coat shall supply such uniform, apron or white coat free of charge and shall at his own expense clean and launder it and maintain it in a fit and proper state of repair, but such garment or article shall remain the property of the employer. Further, that where an employer requires employees to wear trousers of a particular colour, he shall supply such free of charge or compensate the employee by payment of an amount of not less than fifty (50) cents per week.

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

12. VERVOER NA URE

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

13. VERBOD OP INDIENSNEMING

Geen werkgever mag enigeen onder die leeftyd van 16 jaar in diens neem nie.

14. DIENSSERTIFIKATE

By beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgever aan dié werknemer 'n dienssertifikaat uitreik waarin die volle naam van die werkgever en werknemer, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die besoldiging op die datum van sodanige beëindiging in onuitwisbare skrif vermeld word. Alleen sertifikate wat deur so 'n werkgever uitgereik word, moet in volgorde genommern word en 'n duplikaat van elke uitgereikte sertifikaat moet deur die werkgever aan die Sekretaris van die Raad oorhandig word.

15. BEÏNDIGING VAN DIENSKONTRAK

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

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

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

- (aa) in die geval van 'n kroegman en 'n kroegjong, 'n bedrag van minstens twee dae se besoldiging;
- (bb) in die geval van alle ander werknemers gedurende die eerste diensmaand, minstens twee dae se besoldiging;
- (cc) in die geval van werknemers vir wie daar nie in subparagrafe (aa) en (bb) voorsiening gemaak word nie, minstens die weekloon wat die werknemer onmiddellik voor die datum van die diensbeëindiging ontvang het;

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

- (i) 'n werkgever of werknemer se reg om weens enige regsgeldige rede die dienskontrak sonder opsegging te beëindig;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgever en werknemer vir 'n bepaalde dienstdyperk of wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir al twee partye en, na gelang van die geval vir langer as 48 uur of een week.

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

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

(4) Waar 'n werknemer se diens deur die werkgever beëindig word en hy weer binne 21 dae deur dieselfde werkgever in diens geneem word, moet hy geag word ononderbroke diens te hê ten opsigte van alle voordele voorgeskryf in klousules 4 (8), 7 en 8.

16. VRYSTELLINGS

(1) Die Raad kan vrystellings van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop die vrystelling verleen word en die termyn wat die vrystelling van krag sal wees, vasstel: Met dien verstande dat die Raad na goedvinde enige vrystellingsertifikaat

12. LATE HOUR TRANSPORT

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

13. PROHIBITION OF EMPLOYMENT

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

14. CERTIFICATES OF SERVICE

An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such an employee with an indelibly inscribed certificate of service showing the full names of the employer and the employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination. All certificates issued by such employer shall be numbered consecutively and a duplicate copy of each certificate issued shall be delivered by the employer to the Secretary of the Council.

15. TERMINATION OF CONTRACT OF EMPLOYMENT

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

- (a) in the case of a barman, and a barboy, give not less than 48 hours' notice; and
- (b) in the case of all other employees, not less than 48 hours' notice during the first month of employment and thereafter not less than one week's notice;

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

- (aa) in the case of a barman and a barboy an amount of not less than two days' pay;
- (bb) in the case of all other employees, during the first month of employment, not less than two days' pay;
- (cc) in the case of employees not provided for in subparagraphs (aa) and (bb) not less than the weekly wage which the employee was receiving immediately before the date of such termination;

Provided that this shall not affect—

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

(ii) any written agreement between an employer and employee for a specific period of employment, or which provides for a period of notice of equal duration on both sides and for longer than 48 hours or one week, as the case may be.

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

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

(4) Where the services of an employee are terminated by the employer and he is re-employed by the same employer within 21 days, he shall be deemed to have had unbroken service in respect of all benefits as prescribed in clauses 4 (8), 7 and 8.

16. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1) of this clause the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided the Council may, if it deems fit, after one week's notice in

kan intrek met een week-skriftelike kennisgewing aan die betrokke persoon, hetsy die termyn waarvoor vrystelling verleen is, verstrik het of nie.

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

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

4. Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
- (b) van elke sertifikaat wat uitgereik word, 'n kopie bewaar; en
- (c) as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

17. UITLEG VAN OOREENKOMS

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

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

18. BESTAANDE KONTRAKTE

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

19. UITGAWES VAN DIE RAAD

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

Elke werkgever moet van die loon van elke werknemer wat permanent in sy diens is en wat onder hierdie Ooreenkoms val, 'n bedrag van 5 sent per week aftrek. By hierdie bedrag moet die werkgever 'n gelyke bedrag voeg en die totale som, voor of op die 7de dag van elke maand aan die Sekretaris van die Raad by die kantoor van die Nywerheidsraad, Strandsentrum, Strandstraat 37, Kaapstad, of Posbus 836, Kaapstad, stuur.

20. VERTONING VAN OOREENKOMS

'n Leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm by die regulasies kragtens die Wet voorgeskryf, moet op 'n opvallende plek in elke bedryfsinrigting vertoon word.

21. AGENTE

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

22. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgevers moet aan enigeen van hul werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die Raad se werk te vervul.

23. LIDMAATSKAP VAN VAKVERENIGING EN WERKGEWERSORGANISASIE

(1) Geen werknemer wat nie lid van die vakvereniging is nie, mag deur 'n werkgever wat lid van die werkgeversorganisasie is, vir langer as 14 dae in diens geneem word nie, en geen werknemer wat lid van die vakvereniging is, mag vir 'n werkgever wat nie lid van die werkgeversorganisasie is, werk nie.

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

- (a) op 'n bestuurder, die bestuurder se vrou, of bestuurderes, of op los werknemers;
- (b) in gevalle waar aan 'n werkgever of 'n werknemer, na die mening van die Raad, lidmaatskap van die onderskeie organisasie sonder grondige rede geweier is, en sodanige weiering moet binne sewe dae na die weiering aan die Raad gerapporteer word;
- (c) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vanaf die aanvang van sy diens in die Bedryf 'n

writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted has expired.

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

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

17. 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.

18. 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.

19. EXPENSES OF THE COUNCIL

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

Every employer shall deduct from the wages of each employee in his permanent employ, governed by this Agreement, an amount of 5 cents per week. To this amount the employer shall add an equal amount and forward the total sum to the Secretary of the Council, not later than the 7th day of each month at the office of the Industrial Council, Strand Centre, 37 Strand Street, Cape Town, or P.O. Box 836, Cape Town.

20. EXHIBITION OF AGREEMENT

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

21. AGENTS

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

22. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

23. UNION AND ASSOCIATION MEMBERSHIP

(1) No employee who is not a member of the trade union shall be employed by an employer who is a member of the employer's organisation for a period in excess of 14 days, and no employee who is a member of the trade union shall work for an employer who is not a member of the employers' organisation.

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

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

uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand gewys het, hierdie klousule onmiddellik van krag word;

(d) as 'n werknemer, na die mening van die Minister, goeie rede het om daarteen beswaar te maak om lid van die vakvereniging te word of te bly.

24. BEWYS VAN LIDMAATSKAP VAN VAKVERENIGING

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

25. VAKVERENIGINGLEDEGELD

Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens, die ledegeld wat so 'n werknemer aan die vakvereniging moet betaal, aftrek en die totale bedrag, asook 'n lys van werknemers, uiterlik op die 7de dag van elke maand (a) ten opsigte van lede van die European Liquor and Catering Trades Employees' Union, aan die Sekretaris van genoemde vakvereniging, Posbus 2884, of Kamer 508, Scottgebou, Pleinstraat, Kaapstad, en (b) ten opsigte van lede van die Hotel, Bar and Catering Trades Employees' Association, aan die Sekretaris van genoemde vereniging, Exchangegebou 309, St. Georgestraat 28, Kaapstad, stuur, en dié ledegeld moet van die eerste betaling van lone in elke maand afgetrek word. Die sekretarisse van die vakverenigings moet die betrokke werkgewers van tyd tot tyd van die ledegeldskaal in kennis stel.

26. ALGEMEEN

Niks in hierdie Ooreenkoms word geag magtiging te verleen nie vir die indiensneming van enigiemand wat ingevolge enige statutêre wet verbode is, of diensverrigting deur enigiemand op enige tyd of tyt wat by enige statutêre wet verbode is.

Namens die partye hierby op hierdie 20ste dag van September 1971 in Kaapstad onderteken.

A. DAITSH, Voorsitter van die Raad.

G. MUNSOOK, Ondervoorsitter van die Raad.

E. PURCELL, Sekretaris van die Raad.

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

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

24. PROOF OF MEMBERSHIP OF TRADE UNION

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

25. TRADE UNION SUBSCRIPTIONS

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

26. 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.

Signed at Cape Town on behalf of the parties hereto on this the 20th day of September 1971.

A. DAITSH, Chairman of the Council.

G. MUNSOOK, Vice-Chairman of the Council.

E. PURCELL, Secretary of the Council.

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houters en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

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