



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1698

Registered at the Post Office as a Newspaper

PRICE 10c PRYS
OVERSEAS 15c OORSEEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1698

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 89]

PRETORIA, 24 NOVEMBER 1972

[No. 3714

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 2114

24 November 1972

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, PRETORIA

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade shall be binding, with effect from the first day of the calendar month following the date of publication of this notice and for the period ending four years from the said first day, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (c), 16, 18, 20 and 21, shall be binding, with effect from the first day of the calendar month following the date of publication of this notice and for the period ending four years from the said first day, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial District of Pretoria (excluding the farm Geelbeksvey 345 and that portion of the Magisterial District of Pretoria which was transferred from the Magisterial District of Bronkhorstspuit in terms of Government Notice 91 of 11 January 1946); and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the areas specified in paragraph (b) of this notice and with effect from the first day of the calendar month following the date of publication of this notice and for the period ending four years from the said first day, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (c), 16, 18, 20 and 21, 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.

A—6913

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 2114

24 November 1972

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN VERVERSINGSBEDRYF, PRETORIA

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar na genoemde eerste dag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (c), 16, 18, 20 en 21, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar na genoemde eerste dag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrostdistrik Pretoria (uitgesonderd die plaas Geelbeksvey 345 en daardie gedeelte van die landdrostdistrik Pretoria wat ingevolge Goewermentskennisgewing 91 van 11 Januarie 1946 vanaf die landdrostdistrik Bronkhorstspuit oorgeplaas is); en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (c), 16, 18, 20 en 21, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar na genoemde eerste dag eindig, in die gebiede in paragraaf (b) van hierdie Kennisgewing gespesifiseer *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.

1—3714

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE (PRETORIA)

AGREEMENT

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

Hotel Association of Pretoria

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

Pretoria Liquor and Catering Trade Employees' Union

(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 (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Pretoria (excluding the farm Geelbeksvey 345 and that portion of the Magisterial District of Pretoria which was transferred from the Magisterial District of Bronkhorstspuit in terms of Government Notice 91 of 11 January 1946) by all the employers in the Liquor and Catering Trade who are members of the employers' organisation and by all the employees in the said Trade who are members of the trade union.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall only apply to employees for whom wages are prescribed in clause 4 and to the employers of such employees.

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 (1) of the Act, and shall remain in force for four years or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956, as amended;
"barman" means an employee engaged in the sale of liquor over the counter or from the bar of an establishment and includes a barmaid;

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

"barman, Class B," means a barman who has had two years' experience or more but less than three years' experience as a barman;

"barman, Class C," means a barman who has had less than two years' experience as a barman;

"barman, service," means a barman whose sole duty is the serving of liquor from the service bar;

"board" means meals which fall within the working hours of an employee;

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

"casual employee" means an employee who is employed by the same employer on not more than three days in any week or who is temporarily employed in the Liquor and Catering Trade in or in connection with a business carried on under a temporary or a sports ground liquor licence;

"cook" means an employee engaged in any operation in the cooking of food and includes a chef;

"cook, qualified," means an employee who has had five or more years' experience as a cook;

"cook, unqualified," means an employee who has had less than five years' experience as a cook;

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

"clerical employee" means an employee engaged in writing, typing or any other form of clerical work and includes a reception clerk, despatch clerk and a cashier;

"clerical employee, qualified," means a clerical employee who has had not less than one year's experience;

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN
VERVERSINGSBEDRYF (PRETORIA)

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoenig, 1956, soos gewysig, aangegaan deur en tussen die

Hotel Association of Pretoria

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

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Pretoria (uitgesonderd die plaas Geelbeksvey 345 en daardie gedeelte van die landdrosdistrik Pretoria wat ingeвоelge Goewermenskennisgewing 91 van 11 Januarie 1946 vanaf die landdrosdistrik Bronkhorstspuit oorgeplaas) nagekom word deur al die werkgewers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie is en deur al die werknemers in genoemde bedryf wat lede van die vakvereniging is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van die Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word en op die werkgewers van die werknemers.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Die Ooreenkoms tree in werking op die datum wat deur die Minister kragtens artikel 48 (1) van die Wet voorgeskryf word en bly vier jaar van krag of vir die tydperk wat deur hom bepaal word.

3. WOORDOMSKRYWING

Alle uitdrukkings in die Ooreenkoms wat omskryf is in die Wet op Nywerheidsversoenig, 1956, soos gewysig, het dieselfde betekenis as in dié Wet. Elke verwysing na 'n wet omvat alle wysigings van so 'n wet en tensy die teendeel blyk, omvat woorde wat die manlike geslag aandui, ook vroue; verder, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956, soos gewysig;
"kroegman" 'n werknemer wat drank oor die toonbank of uit die kroeg van 'n bedryfsinrigting verkoop en omvat dit 'n kroegmeisie;

"kroegman, klas A," 'n kroegman met minstens drie jaar ondervinding as 'n kroegman;

"kroegman, klas B," 'n kroegman met twee of meer jaar ondervinding maar met minder as drie jaar ondervinding as 'n kroegman;

"kroegman, klas C," 'n kroegman met minder as twee jaar ondervinding as 'n kroegman;

"dienskroegman" 'n kroegman wie se uitsluitlike plig dit is om drank uit die dienskroeg te bedien;

"etes" maaltye wat binne die werkure van 'n werknemer val;

"etes en inwoning" die verskaffing van drie maaltye per dag, en huisvesting, aan persone wat in enige hoedanigheid in 'n bedryfsinrigting in diens is. Waar sodanige etes of huisvesting of etes en huisvesting deel uitmaak van die totale besoldiging wat aan 'n werknemer betaal word, omvat dit nie die verskaffing van etes of huisvesting of etes en huisvesting aan die afhanklikes van 'n werknemer nie, tensy 'n skriftelike ooreenkoms aangegaan word tussen die werkgever en die werknemer dat sodanige etes of huisvesting of etes en huisvesting vir afhanklikes deel uitmaak van die totale besoldiging van die betrokke werknemer;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week deur dieselfde werkgever in diens geneem word of wat tydelik in diens is in die Drank- en Verversingsbedryf in of in verband met 'n besigheid wat gedryf word onder 'n tydelike of 'n sportgronde-dranklisensie;

"kok" 'n werknemer wat enige werk in verband met die kook van kos verrig, en omvat dit ook 'n sjef;

"kok, gekwalifiseer," 'n werknemer met vyf of meer as vyf jaar ondervinding as kok;

"kok, ongekwalfiseer," 'n werknemer met minder as vyf jaar ondervinding as kok;

"Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf (Pretoria) geregistreer ingevoelge artikel 19 van die Wet;

"klerklike werknemer" 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig en omvat dit 'n ontvangsklerk, versendingsklerk en 'n kassier;

"klerklike werknemer, gekwalifiseer," 'n klerklike werknemer met minstens een jaar ondervinding;

"clerical employee, unqualified," means a clerical employee who has had less than one year's experience;

"delivery employee" means an employee who is engaged in delivering or conveying letters, messages or goods by means of a motor driven or assisted bicycle with an engine capacity not exceeding 50 cc, a bicycle or on foot;

"establishment" means any premises in or in connection with which one or more employees are employed in the Liquor and Catering Trade;

"experience" means the total period of employment an employee has had in the particular occupation in the Liquor and Catering Trade in which he is employed;

"Grade A employee (male)" means an employee wholly or mainly engaged in any one or more of the following duties:

Handyman;
billiard marker;
gate keeper;

"guest" does not include the employer or any member of his family or any person employed in the establishment;

"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 chef" means an employee who is placed in charge of and supervises one or more other chefs or cooks and who is responsible for the efficient performance of their duties by such chefs or cooks and any other employee employed in or in connection with the kitchen or kitchens under his control;

"head housekeeper" means an employee who is placed in charge of and supervises one or more other housekeepers and who is responsible for the efficient performance of their duties by such housekeepers and any other employee employed in or in connection with the establishment or portion of the establishment under her control;

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

"housekeeper" means a female employee engaged in supervising the kitchen and/or bedrooms and/or issuing stores and who is in general charge of linen and is responsible for the receiving, storing, handling, repairing and/or laundering of such linen;

"hourly wage" means the weekly wage, in the case of—

a barman, divided by fifty-five (55);
a clerical employee, divided by fifty-two (52);
other employees divided by fifty-seven (57);

"Liquor and Catering Trade" means the trade carried on by employers and their employees when conducting, whether temporarily or permanently, the business of catering hotels or of bars, if liquor is supplied in connection with such business and the supply thereof is carried on in terms of a licence under the provisions of the Liquor Act, 1928, as amended, but does not include the trade carried on by an employer in terms of a restaurant, a refreshment room or a tearoom keeper's licence under item 20 of Part I of the Second Schedule to the Licences Consolidation Act, 1925, as amended, whether or not such employer is also the holder of a liquor licence under the Liquor Act, 1928, as amended, permitting the supply of liquor in his restaurant, refreshment room or tearoom;

"lodging" means accommodation supplied to persons who are employed in any capacity in an establishment;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive or any period during which he is not actively engaged in driving a vehicle and may be required to perform other duties by the establishment;

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

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

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

"off-sales attendant" means an employee who under the supervision of a qualified off-sales assistant is engaged in attending exclusively to Non-White customers in the sale of liquor for consumption off the premises of the establishment;

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

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

"page" means an employee engaged wholly or mainly in carrying or receiving messages or letters and/or running errands and may operate a telephone switchboard and drive a passenger lift;

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

"besteller" 'n werknemer wat briewe, boodskappe of goedere deur middel van 'n motoraangedrewe of kragfiets met 'n vermoë van hoogstens 50 cc of 'n fiets of te voet aflewer of vervoer;

"bedryfsinrigting" 'n perseel in of in verband waarmee een of meer werknemers in die Drank- en Verversingsbedryf in diens is;

"ondervinding" die totale tydperk van diens wat 'n werknemer gehad het in die besondere beroep in die Drank- en Verversingsbedryf waarin hy in diens is;

"graad A-werknemer (man)" 'n werknemer wat uitsluitlik of hoofsaaklik die volgende werksaamhede verrig:

Faktotum;
biljartmarkeur;
hekwag;

"gas" omvat nie die werkgewer of enige lid van sy gesin of enigiemand wat in die bedryfsinrigting in diens is nie;

"hoofkroegman" 'n werknemer wat in bevel geplaas is en toesig hou oor een of meer ander kroegmanne en wat verantwoordelik is vir die doeltreffende uitvoering van hul pligte deur sodanige kroegmanne en ander werknemers in diens in of in verband met die kroeg of kroë onder sy beheer;

"hoofsje" 'n werknemer wat in bevel geplaas is en toesig hou oor een of meer ander sje's of koks en wat verantwoordelik is vir die doeltreffende uitvoering van hul pligte deur sodanige sje's of koks en ander werknemers in diens in of in verband met die kombuis of kombuisse onder sy beheer;

"hoofhuishoudster" 'n werknemer wat in bevel geplaas is van en toesig hou oor een of meer ander huishoudsters en wat verantwoordelik is vir die doeltreffende uitvoering van hul pligte deur sodanige huishoudsters en ander werknemers in diens in of in verband met die bedryfsinrigting of deel van die bedryfsinrigting onder haar beheer;

"hoofkelner" 'n manlike werknemer wat in bevel geplaas is van en toesig hou oor kelners en wat verantwoordelik is vir die doeltreffende uitvoering deur hulle van hul pligte;

"huishoudster" 'n vroulike werknemer wat toesig hou oor die kombuis en/of slaapkamers en/of die uitreiking van voorrade en in algemene beheer is van linnegoed en verantwoordelik is vir die ontvang, wegbêre, hanteer, heelmaak en/of was en stryk van sulke linnegoed;

"uurloon" die weekloon in die geval van—

'n kroegman, gedeel deur vyf-en-vyftig (55);
'n klerklike werknemer, gedeel deur twee-en-vyftig (52);
ander werknemers, gedeel deur sewe-en-vyftig (57);

"Drank- en Verversingsbedryf" die bedryf wat deur werkgewers en hul werknemers uitgeoefen word as hulle tydelik of permanent die besigheid dryf van verversings verskaf of verversings-hotelle of kroë bestuur, as drank verskaf word in verband met so 'n besigheid en die verskaffing daarvan geskied kragtens 'n lisensie ooreenkomstig die Drankwet, 1928, soos gewysig, maar uitgesonderd die bedryf wat deur 'n werkgewer uitgeoefen word ingevolge 'n restaurant-, verversings- of teekamerhouerslisensie ingevolge item 20 van deel I van die Tweede Bylae van die Licenties Konsolidatie Wet, 1925, soos gewysig, afgesien daarvan of so 'n werkgewer ook die houer is, of nie, van 'n dranklisensie ingevolge die Drankwet, 1928, soos gewysig, wat die verskaffing van drank in sy restaurant, verversings- of teekamer toelaat;

"inwoning" huisvesting wat verskaf word aan persone wat in enige hoedanigheid in 'n inrigting in diens is;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "in motorvoertuig dryf" alle tydperke wat daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die motorvoertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf of tydperke wat hy nie aktief besig is om 'n voertuig te dryf nie en daar van hom vereis kan word om ander pligte in die bedryfsinrigting te verrig;

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

"buiteverbruiksassistent, gekwalifiseer," 'n buiteverbruiksassistent met minstes vier jaar ondervinding;

"buiteverbruiksassistent, ongekwalifiseer," 'n buiteverbruiksassistent met minder as vier jaar ondervinding;

"buiteverbruiksbediener" 'n werknemer wat onder die toesig van 'n gekwalifiseerde buiteverbruiksassistent uitsluitlik Nie-Blanke kliante bedien by die verkoop van drank vir verbruik buite die perseel van die bedryfsinrigting;

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

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

"hoteljoggie" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is om boodskappe of briewe te bring of te ontvang en/of om gestuur te word en kan hy 'n telefoonskakelbord en 'n passasiershyser bedien;

"part-time employee" means an employee (other than a casual employee or a part-time barman) who is employed for not more than four hours in the aggregate in any one day;

"part-time barman" means a barman who may be employed for not more than six hours in the aggregate in any one day;

"porter" means a male employee 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, attending to the requirements of guests, and may operate a telephone switchboard and drive a passenger lift;

"quarter" means in any year a three-monthly period beginning the first day of January, April, July or October;

"rates" include overtime and payments in lieu of board and/or lodging;

"spread-over" means the period in any one day from the time when an employee begins work to the time when he finishes work for that day, and shall not exceed 15 hours; for the purposes of this definition "day" means any period of 24 hours;

"steward" means an employee engaged in carrying refreshments to guests and may also drive passenger lifts, carry or guard luggage or parcels, receive messages or run errands;

"steward, qualified," means an employee who has had three or more years' experience as a steward;

"steward, unqualified," means an employee who has had less than three years' experience as a steward;

"unskilled employee, male," means an employee engaged in one or more of the following occupations:

- (a) Carrying foodstuffs or utensils, or other items;
- (b) cleaning premises, furniture, vehicles, utensils or footwear;
- (c) making or maintaining fires and/or removing refuse and making beds;
- (d) plucking poultry, cleaning fish, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, making tea, coffee, cocoa and similar beverages, cooking rations for Bantu;
- (e) tending animals and/or poultry;
- (f) pushing or pulling any manually propelled vehicles, driving any goods or service lifts;
- (g) gardening work, rolling and marking tennis courts, tending bowling greens and swimming pools;
- (h) carrying or guarding luggage or parcels;
- (i) packing and sorting bottles or other articles, removing bottles and boxes from the bar, washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment, delivering liquor to customers for consumption off the premises and who may bottle wines;
- (j) cloakroom attendant;

"unskilled employee, female," means an employee engaged in one or more of the following occupations:

- (a) Carrying foodstuffs or utensils or other items;
- (b) cleaning premises, furniture, vehicles, utensils or footwear;
- (c) making or maintaining fires and/or removing refuse and making beds;
- (d) plucking poultry, cleaning fish, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea, coffee, cocoa and similar beverages, cooking rations for Bantu;
- (e) dusting or tidying guests bedrooms, living-rooms, or other parts of an establishment, making beds and assisting in the receipt and/or mending of household linen, handling linen and laundry and performing laundry work;
- (f) cloak-room attendant;

"wage" means the wage laid down in clause 4 of the Agreement before any deductions permitted in clause 5 of this Agreement are made, payable in money to an employee, in respect of the ordinary hours of work as laid down in clause 8;

"waiter" means an employee who is engaged in setting or cleaning tables, serving meals or refreshments to guests, checking cutlery and/or crockery, making salads, sandwiches, toast, tea, or similar beverages, and accepting payments from guests for goods, meals or refreshments supplied, and marking billiards;

"waiter, qualified," means an employee who has had three or more years' experience as a waiter;

"waiter, unqualified," means an employee who has had less than three years' experience as a waiter.

4. WAGES

(1) Subject to the provisions of subclause (2), no employer shall pay to the classes of employees specified hereunder less than the minimum wages prescribed in subclause (7) (a), (b) and (c) and no such employee shall accept wages less than those so prescribed.

(2) (a) Every employer shall pay to all barmen, waiters, cooks, stewards, off-sales attendants and off-sales assistants, the wages prescribed hereunder for barmen, waiters, cooks, stewards, off-sales attendants and off-sales assistants: Provided that an employer may submit to the Secretary of the Council a statement in which he nominates the employees falling within such

"deeltydse werknemer" 'n werknemer (uitgesonderd 'n los werknemer of 'n deeltydse kroegman) wat hoogstens altesaam vier uur op 'n dag in diens is;

"deeltydse kroegman" 'n kroegman wat hoogstens ses uur altesaam op 'n dag in diens is;

"portier" 'n manlike werknemer wat treine en ander vervoermiddels inwag, gaste en hul bagasie na en van 'n bedryfsinrigting vervoer, boodskappe ontvang, aflewer en aandag daaraan skenk, kloukies en telefone beantwoord, die wense van gaste uitvoer, en wat 'n telefoonskakelbord en 'n passasiershysers kan bedien;

"kwartaal" 'n jaar 'n driemaandelikse tydperk wat op die eerste dag van Januarie, April, Julie of Oktober begin;

"tariewe" omvat oortyd en betalings in plaas van etes en/of inwoning;

"werkdag" die tydperk op 'n dag vanaf die tyd wanneer 'n werknemer begin werk tot die tyd wanneer hy ophou om daardie dag te werk, en mag dit nie meer as 15 uur wees nie; vir die toepassing van dié woordomskriving beteken "dag" enige tydperk van 24 uur;

"hofmeester" 'n werknemer wat verversings na gaste toe dra en hy kan ook passasiershysers bedien, bagasie of pakette dra of bewaak, boodskappe ontvang of boodskappe dra;

"hofmeester, gekwalifiseer," 'n werknemer met minstens drie jaar ondervinding as 'n hofmeester;

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

"ongeskoolde werknemer, man," 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig:

- (a) Voedsel of gerei of ander goed dra;
- (b) persele, meubels, voertuie, gerei of skoeisel skoonmaak;
- (c) vure maak of aan die gang hou en/of vuilgoed verwyder en beddens opmaak;
- (d) pluimvee pluk, vis skoonmaak, vrugte of groente skil en/of stukkend sny, eiers kook, roosterbrood maak, tee, koffie, kakao en dergelike drankke maak, rantsoene vir Bantoes kook;
- (e) diere en/of pluimvee versorg;
- (f) enige handvoertuig stoot of trek, enige goedere- of diens-hysers bedien;
- (g) tuinwerk, tennisbane rol en merk, rolbalbane en swempoele versorg;
- (h) bagasie of pakette dra of bewaak;
- (i) bottels of ander artikels verpak en sorteer, bottels en kaste uit die kroeg verwyder, glase was, vloere, toonbanke, rakke, meubels of ander uitrusting vee en/of skoonmaak, drank aan klante aflewer vir verbruik buite die perseel en wat wyn kan bottel;
- (j) kleedkamerbediende;

"ongeskoolde werknemer, vrou," 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig:

- (a) Voedsel of gerei of ander goed dra;
- (b) persele, meubels, voertuie, gerei of skoeisel skoonmaak;
- (c) vure maak of aan die gang hou en/of vuilgoed verwyder en beddens opmaak;
- (d) pluimvee pluk, vis skoonmaak, vrugte of groente skil en/of stukkend sny, eiers kook, roosterbrood maak, tee, koffie, kakao en dergelike drankke maak, rantsoene vir Bantoes kook;
- (e) gaste se slaapkamers, woonkamers, of ander dele van 'n bedryfsinrigting afstof of aan die kant maak, beddens opmaak en help met die ontvang en/of heelmaak van huishoudelike linnegoed, linnegoed en wasgoed hanteer en wasserywerk doen;
- (f) kleedkamerbediende;

"loon" die loon vasgestel in klousule 4 van die Ooreenkoms voor aftrekkings wat toegelaat word kragtens klousule 5 van die Ooreenkoms, betaalbaar in geld aan 'n werknemer ten opsigte van die gewone werkure soos in klousule 8 bepaal;

"kelner" 'n werknemer wat tafels dek of afdek, etes of verversings aan gaste bedien, tafelgereedskap en/of breekgoed nagaan, slaai, toebroodjies, roosterbrood, tee of dergelike drankke maak en betaling van gaste aanneem vir goedere, maaltye of verversings wat gelewer is, en biljart merk;

"kelner, gekwalifiseer," 'n werknemer met drie of meer jare ondervinding as 'n kelner;

"kelner, ongekwalifiseer," 'n werknemer met minder as drie jaar ondervinding as 'n kelner.

4. LONE

(1) Behoudens die bepalinge van subklousule (2), mag geen werkgever aan die klasse werknemers hieronder gespesifiseer, minder as die minimum lone betaal wat in subklousule (7) (a), (b) en (c) voorgeskryf word nie, en mag geen sodanige werknemer 'n loon aanneem wat minder is as dié wat voorgeskryf is nie.

(2) (a) Elke werkgever moet aan alle kroegmanne, kelnere, koks, hofmeesters, buiteverbruiksbedieners en buiteverbruiksassistente die lone betaal wat hieronder voorgeskryf word vir kroegmanne, kelnere, koks, hofmeesters, buiteverbruiksbedieners en buiteverbruiksassistente: Met dien verstande dat 'n werkgever aan die Sekretaris van die Raad 'n staak kan voorlê waarin hy die werknemers aanwys wat binne sulke klasse val, wat hy vir

classes whom he desires to be regarded, for the purpose of clause 7, as barmen, Classes A, B and C, waiters, stewards, cooks, off-sales attendants and off-sales assistants, respectively

(b) Each employee shall be entitled to receive meals which fall within his working hours, in addition to the wages prescribed for such employee, a part-time or a casual employee, other than an unskilled casual employee, shall be entitled to receive meals which fall within his working hours; where such meals are not provided, an allowance of thirty cents (30c) per meal shall be paid in lieu thereof. An unskilled casual employee shall receive fifteen cents (15c) per meal where such meals are not provided.

(3) Each employee, who is employed in an establishment for which only a wine and malt licence is held but where no restaurant business is carried on, shall receive, in addition to his ordinary remuneration, a sum of two rand forty cents (R2,40) per week, which shall represent a ration allowance for meals not provided by the employer.

(4) An employee who is paid by the month shall, for each month be paid not less than four and one third times the weekly wage prescribed for his class.

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

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

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

is prescribed in subclause (7) (a), (b) and (c), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated on the higher weekly rate; and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the weekly rate applicable to qualified employees of the higher class:

Provided—

(i) that this subclause shall not apply to a cook, barman or waiter who performs the work of a head chef, head barman or head waiter, respectively, during the latter's absence on time-off granted in terms of clause 8;

(ii) that, unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to prevent an employer from requiring an employee to perform the work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

(7) (a) Employees other than casual or part-time employees:

Class of employee	Wages per week	Wages per month
	R	R
Head cook.....	20,77	90,00
Cook, qualified.....	19,16	83,00
Cook, unqualified—		
first year of experience.....	6,70	29,00
second year of experience.....	8,31	36,00
third year of experience.....	9,46	41,00
fourth year of experience.....	10,61	46,00
fifth year of experience.....	12,46	54,00
and thereafter the wages for a qualified cook		
Steward, qualified.....	10,61	46,00
Steward, unqualified—		
first year of experience.....	6,70	29,00
second year of experience.....	7,85	34,00
third year of experience.....	8,77	38,00
and thereafter the wages for a qualified steward		
Head barman.....	36,93	160,00
Barman—		
Class A.....	34,62	150,00
Class B.....	27,70	120,00
Class C.....	19,62	85,00
Service.....	16,16	70,00
Clerical employee—		
qualified.....	14,31	62,00
unqualified.....	9,92	43,00
Grade A employee, male.....	9,46	41,00
Head housekeeper.....	13,85	60,00
Housekeeper.....	12,70	55,00
Head waiter.....	11,08	48,00
Waiter, qualified.....	10,61	46,00

die toepassing van klousule 7, verlang om geag te word, onderskeidelik as kroegmanne, klasse A, B en C, kelners, hofmeesters, koks, buiteverbruiksbedienders en buiteverbruiksassistente.

(b) Elke werknemer is geregtig op maaltye wat binne sy werkure val, benewens die loon wat vir sodanige werknemer voorgeskryf word. 'n Deeltydse of 'n los werknemer, uitgesonderd 'n ongeskoolde los werknemer, is geregtig op maaltye wat binne sy werkure val; as sulke maaltye nie verskaf word nie, moet aan dié werknemer in plaas daarvan 'n toelae van dertig sent (30c) per maaltyd betaal word. 'n Ongeskoolde los werknemer moet vyftien sent (15c) per maaltyd ontvang as sulke maaltye nie verskaf word nie.

(3) Elke werknemer wat in diens is in 'n bedryfsinrigting wat slegs 'n wyn- en bierlisensie besit, maar wat nie 'n restaurant-besigheid dryf nie, moet benewens sy gewone besoldiging 'n bedrag van twee rand veertig sent (R2,40) per week ontvang, wat as 'n rantsoentoelae geag moet word vir maaltye wat die werkgever nie verskaf nie.

(4) 'n Werknemer wat per maand betaal word, moet vir elke maand minstens vier en 'n derde maal die weekloon betaal word wat vir sy klas voorgeskryf is.

(5) 'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag, of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n loon wat hoër is as dié van sy eie klas; of

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

in subklousule (7) (a), (b) en (c) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër-weeklikse skaal; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken teen die weeklikse skaal wat op gekwalifiseerde werknemers van die hoër klas van toepassing is:

Met dien verstande—

(i) dat hierdie subklousule nie van toepassing is nie op 'n kok, kroegman of kelner wat onderskeidelik die werk van 'n hoofsjef, hoofkroegman of hoofkelner verrig tydens laasgenoemde se diensvrytyd wat ingevolge klousule 8 toegestaan is;

(ii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkoms so uitgelê mag word nie dat dit 'n werkgever belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is.

(6) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat aan 'n werknemer betaal word op die datum waarop die Ooreenkoms van krag word, verminder nie.

(7) (a) Werknemers, uitgesonderd los of deeltydse werknemers:

Klas werknemer	Loon per week	Loon per maand
	R	R
Hoofkok.....	20,77	90,00
Kok, gekwalifiseer.....	19,16	83,00
Kok, ongekwalifiseer—		
eerste jaar ondervinding.....	6,70	29,00
tweede jaar ondervinding.....	8,31	36,00
derde jaar ondervinding.....	9,46	41,00
vierde jaar ondervinding.....	10,61	46,00
vyfde jaar ondervinding.....	12,46	54,00
en daarna die loon vir 'n gekwalifiseerde kok.		
Hofmeester, gekwalifiseer.....	10,61	46,00
Hofmeester, ongekwalifiseer—		
eerste jaar ondervinding.....	6,70	29,00
tweede jaar ondervinding.....	7,85	34,00
derde jaar ondervinding.....	8,77	38,00
en daarna die loon vir 'n gekwalifiseerde hofmeester.		
Hoofkroegman.....	36,93	160,00
Kroegman—		
klas A.....	34,62	150,00
klas B.....	27,70	120,00
klas C.....	19,62	85,00
dienskroegman.....	16,16	70,00
Klerklike werknemer—		
gekwalifiseer.....	14,31	62,00
ongekwalifiseer.....	9,92	43,00
Werknemer, graad A, man.....	9,46	41,00
Hoofhuishoudster.....	13,85	60,00
Huishoudster.....	12,70	55,00
Hoofkelner.....	11,08	48,00
Kelner, gekwalifiseer.....	10,61	46,00

Class of employee	Wages per week	Wages per month
	R	R
Waiter, unqualified—		
first year of experience.....	6,70	29,00
second year of experience.....	7,85	34,00
third year of experience.....	8,77	38,00
and thereafter the wages for a qualified waiter		
Page.....	6,46	28,00
Porter.....	6,46	28,00
Unskilled employee, male—		
during the first year of employment with the same employer.....	5,08	22,00
thereafter, with the same employer.....	6,00	26,00
Unskilled employee, female—		
during the first year of employment with the same employer.....	4,39	19,00
thereafter, with the same employer.....	4,85	21,00
Off-sales assistant, qualified.....	30,47	132,00
Off-sales assistant, unqualified—		
first year of experience.....	12,46	54,00
second year of experience.....	15,93	69,00
third year of experience.....	19,39	84,00
fourth year of experience.....	23,54	102,00
and thereafter the wages for a qualified off-sales assistant		
Off-sales attendant, qualified.....	16,62	72,00
Off-sales attendant, unqualified—		
first year of experience.....	10,38	45,00
second year of experience.....	13,62	59,00
and thereafter the wages for a qualified off-sales attendant		
Delivery employee.....	10,39	45,00
Motor vehicle driver.....	13,85	60,00

Where an unskilled employee other than a casual unskilled employee is not required to accept from his employer lodging, an additional amount of R3 per month shall be paid to such unskilled employee in lieu of lodging.

(b) Part-time employees:

Class of employee	Wages per day or part of a day
	R
Cook, qualified.....	3,20
Steward, qualified.....	2,10
Grade A employee, male.....	2,10
Barman—	
Class A.....	3,60
Class B.....	2,90
Class C.....	2,20
Service.....	1,80
Waiter, qualified.....	2,24
Housekeeper.....	2,25
Unskilled employee.....	0,66

(c) Casual employees (including those employed at performances or functions for which a sports ground or temporary liquor licence is held):

Class of employee	Wages per day or part of a day
	R
Cook, qualified.....	3,20
	Per hour or part of an hour
	c
*Steward, qualified.....	28
*Grade A employee, male.....	28
*Waiter, qualified.....	28
Unskilled employee.....	13
Barman—	
Class A.....	R2,20 per day of four hours or less, R3,00 per day of more than four hours.
Class B.....	
Class C.....	
Service.....	

*With a minimum of R1,12 per day.

5. PAYMENT OF WAGES AND RATES

(1) Wages, rates and any other remuneration due shall be paid in cash weekly, or if an employer and an employee mutually agree, monthly or on termination of employment if this takes place before the ordinary pay-day of the employee.

Klas werknemer	Loon per week	Loon per maand
	R	R
Kelner, ongekwalifiseer—		
eerste jaar ondervinding.....	6,70	29,00
tweede jaar ondervinding.....	7,85	34,00
derde jaar ondervinding.....	8,77	38,00
en daarna die loon van 'n gekwalifiseerde kelner.		
Hoteljoggie.....	6,46	28,00
Portier.....	6,46	28,00
Ongeskoolde werknemer, man—		
gedurende eerste jaar diens by dieselfde werkgewer.....	5,08	22,00
daarna, by dieselfde werkgewer.....	6,00	26,00
Ongeskoolde werknemer, vrou—		
gedurende eerste jaar diens by dieselfde werkgewer.....	4,39	19,00
daarna, by dieselfde werkgewer.....	4,85	21,00
Buiteverbruiksassistent, gekwalifiseer.....	30,47	132,00
Buiteverbruiksassistent, ongekwalifiseer—		
eerste jaar ondervinding.....	12,46	54,00
tweede jaar ondervinding.....	15,93	69,00
derde jaar ondervinding.....	19,39	84,00
vierde jaar ondervinding.....	23,54	102,00
en daarna die loon vir 'n gekwalifiseerde buiteverbruiksassistent.		
Buiteverbruiksbediener, gekwalifiseer.....	16,62	72,00
Buiteverbruiksbediener, ongekwalifiseer—		
eerste jaar ondervinding.....	10,38	45,00
tweede jaar ondervinding.....	13,62	59,00
en daarna die loon vir 'n gekwalifiseerde buiteverbruiksbediener.		
Besteller.....	10,38	45,00
Motorvoertuigdrywer.....	13,85	60,00

Indien 'n ongeskoolde werknemer, uitgesonderd 'n ongeskoolde los werknemer, nie verplig word om inwoning van sy werkgewer aan te neem nie, moet 'n bykomende bedrag van R3 aan so 'n ongeskoolde werknemer in plaas van inwoning betaal word.

(b) Deeltydse werknemers—

Klas werknemer	Loon per dag of deel van 'n dag
	R
Kok, gekwalifiseer.....	3,20
Hofmeester, gekwalifiseer.....	2,10
Werknemer, graad A, man.....	2,10
Kroegman—	
klas A.....	3,60
klas B.....	2,90
klas C.....	2,20
dienskroegman.....	1,80
Kelner, gekwalifiseer.....	2,24
Huishoudster.....	2,25
Ongeskoolde werknemer.....	0,66

(c) Los werknemers (met inbegrip van dié in diens by vertonings of funksies waarvoor 'n sportgronde- of tydelike dranklisensie uitgereik is)—

Klas werknemer	Loon per dag of deel van 'n dag
	R
Kok, gekwalifiseer.....	3,20
	Per uur of deel van 'n uur
	c
*Hofmeester, gekwalifiseer.....	28
*Werknemer, graad A, man.....	28
*Kelner, gekwalifiseer.....	28
Ongeskoolde werknemer.....	13
Kroegman—	
klas A.....	R2,20 per dag van vier uur of minder, R3,00 per dag van meer as vier uur.
klas B.....	
klas C.....	
diens.....	

* Met 'n minimum van R1,12 per dag.

5. BETALING VAN LONE EN TARIWE

(1) Lone en enige ander besoldiging wat verskuldig is, moet weklíks in kontant betaal word, of, by onderlinge ooreenkoms tussen 'n werkgewer en 'n werknemer, maandelíks of by diensbeëindiging indien dit voor die gebruikelike betaaldag van die werknemer plaasvind.

(2) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) No fines of any kind shall be imposed by an employer upon an employee.

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

(5) An employer shall not levy any fines against his employee nor shall he make any deduction from an employee's remuneration other than the following:

(a) 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 absence and calculated on the basis of the wage such employee was receiving in respect of his ordinary hours of work at the time thereof;

(b) with the written consent of the employee, deductions for holiday, sick, insurance or pension funds;

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

(d) levies in terms of clause 14 of this Agreement;

(e) any amount which an employer is legally, or by order of any competent court required or permitted to deduct.

(f) contributions to the Hotel Pension Fund in terms of clause 23.

6. UNIFORMS

Where an employee is required to wear special uniform, the employer shall supply it free of charge, and it shall remain the property of the employer.

7. PROPORTION AND RATIO OF EMPLOYEES

(1) There shall be employed in each establishment one barman, Class A, before a barman, Class B, may be employed. A barman, Class B, shall be employed before a barman, Class C, may be employed: Provided that in the discretion of the Council, exemption in terms of clause 13 of this Agreement may be granted for the substitution of a part-time barman in place of a barman, Class B, or a barman, Class C.

The granting of such licence of exemption will be considered only if application is made by an establishment before the engagement of such part-time barman.

For each barman, Class A, employed, not more than one barman, Class B, may be employed and for each barman, Class B, employed not more than one barman, Class C, may be employed: Provided that in an establishment where a wine and malt liquor licence only is held, and only one barman is employed, such barman may be a barman, Class B, notwithstanding that a barman, Class A, is not employed.

(2) There shall be employed in each establishment, one qualified waiter before an unqualified waiter is employed, and for each qualified waiter employed there may be employed not more than one unqualified waiter.

(3) There shall be employed in each establishment, one qualified cook before an unqualified cook is employed, and for each qualified cook employed there may be employed not more than one unqualified cook.

(4) There shall be employed in each establishment, one qualified steward before an unqualified steward is employed, and for each qualified steward employed there may be employed not more than one unqualified steward.

(5) There shall be employed one qualified off-sales assistant before an unqualified off-sales assistant is employed, and for each qualified off-sales assistant there may be employed not more than one unqualified off-sales assistant.

(6) There shall be employed one qualified off-sales assistant before an off-sales attendant is employed, and for each qualified off-sales assistant employed there may not be employed more than two off-sales attendants of which not more than one may be an unqualified off-sales attendant.

(7) There shall be employed one qualified off-sales assistant or one qualified off-sales attendant before an unqualified off-sales attendant is employed, and for each qualified off-sales

(2) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie; met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n opleidingskema waartoe die werkgewer regtens moet bydra.

(3) 'n Werkgewer mag 'n werknemer geen boetes hoegenaamd ople nie.

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

(5) 'n Werkgewer mag sy werknemer geen boetes ople nie, ook mag hy geen bedrag van 'n werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

(a) Behoudens andersluidende bepalinge in die Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is en behalwe op las of op versoek van sy werkgewer, die bedrag eweredig aan die tydperk van afwesigheid en bereken op grondslag van die loon wat dié werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkkure ontvang het;

(b) met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, siekte-, verskerings- of pensioenfondse;

(c) met die skriftelike toestemming van die werknemer, bydraes tot die fondse van die vakvereniging ingevolge klousule 20 van hierdie Ooreenkoms;

(d) heffings kragtens klousule 14 van die Ooreenkoms;

(e) enige bedrag wat 'n werkgewer regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(f) bydraes tot die Hotelpensioenfondse ingevolge klousule 23.

6. UNIFORMS

Indien van 'n werknemer vereis word om 'n spesiale uniform te dra, moet die werkgewer dit kosteloos verskaf en dit bly die werkgewer se eiendom.

7. GETALSVERHOUDING VAN WERKNEMERS

(1) In alle bedryfsinrigtings moet daar een kroegman, klas A, in diens wees voordat 'n kroegman, klas B, in diens geneem kan word. Voordat 'n kroegman, klas C, in diens geneem kan word, moet daar eers 'n kroegman, klas B, in diens wees: Met dien verstande dat vrystelling ooreenkomstig klousule 13 van hierdie Ooreenkoms na goeddunke van die Raad verleen kan word vir die vervanging van 'n kroegman, klas B of klas C, deur 'n deeltydse kroegman.

Die toestaan van sodanige vrystellingsertifikaat word slegs oorweeg as 'n bedryfsinrigting daarom aansoek doen voor die indiensneming van so 'n deeltydse kroegman.

Hoogstens een kroegman, klas B, mag vir elke kroegman, klas A, in diens, in diens geneem word, en vir elke kroegman, klas B, in diens, mag hoogstens een kroegman, klas C, in diens geneem word: Met dien verstande dat in 'n bedryfsinrigting wat slegs in besit is van 'n wyn- en bier-dranklisensie en waar slegs een kroegman in diens is, sodanige kroegman 'n kroegman, klas B, kan wees, ondanks die feit dat daar geen kroegman, klas A, in diens is nie.

(2) In elke bedryfsinrigting moet daar een gekwalifiseerde kelner in diens wees voordat 'n ongekwalifiseerde kelner in diens geneem word, en vir elke gekwalifiseerde kelner in diens, mag daar hoogstens een ongekwalifiseerde kelner in diens geneem word.

(3) In elke bedryfsinrigting moet daar een gekwalifiseerde kok in diens wees voordat 'n ongekwalifiseerde kok in diens geneem word, en vir elke gekwalifiseerde kok in diens, mag daar hoogstens een ongekwalifiseerde kok in diens geneem word.

(4) In elke bedryfsinrigting moet daar een gekwalifiseerde hofmeester in diens wees voordat 'n ongekwalifiseerde hofmeester in diens geneem word, en vir elke gekwalifiseerde hofmeester in diens, mag daar hoogstens een ongekwalifiseerde hofmeester in diens geneem word.

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

(6) Daar moet een gekwalifiseerde buiteverbruiksassistent in diens wees voordat 'n buiteverbruiksbediener in diens geneem word, en vir elke gekwalifiseerde buiteverbruiksassistent in diens, mag daar hoogstens twee buiteverbruiksbedieners in diens geneem word, en hoogstens een van hulle mag 'n ongekwalifiseerde buiteverbruiksbediener wees.

(7) Daar moet een gekwalifiseerde buiteverbruiksassistent of een gekwalifiseerde buiteverbruiksbediener in diens wees voordat 'n ongekwalifiseerde buiteverbruiksbediener in diens geneem

assistant employed there may not be employed more than one unqualified off-sales attendant and for each qualified off-sales attendant employed there may not be employed more than one unqualified off-sales attendant.

(8) Wherever reference is made in this clause to employees of a particular grade nothing in this clause shall be deemed to prohibit the employment of an employee falling with a grade for whom higher wages are prescribed, in place of the employment of a person of such first-mentioned grade.

(9) Save as provided for in subclause (1) casual or part-time employees shall not be reckoned as employees for any of the purposes under this clause.

8. HOURS OF WORK

(1) (a) The ordinary working hours of an employee, other than a barman, a clerical employee and an unskilled employee, shall not exceed one hundred and fourteen (114) hours per fortnight.

(b) The ordinary working hours of a casual employee shall not exceed nine hours in any one day.

(c) The ordinary working hours of a clerical employee shall not exceed one hundred and four (104) hours per fortnight.

(d) The ordinary working hours of a barman shall not exceed one hundred and ten (110) hours per fortnight and that of an unskilled employee shall not exceed one hundred and fourteen (114) hours per fortnight.

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

(2) The working time of an employee shall on any one day be completed within a spread-over of 15 hours.

(3) Subject to the provisions of subclause (5) an employer shall allow each of his employees including unskilled employees, to be off duty for one day each week. For the purposes of this clause the period of off-duty shall be a period of 24 consecutive hours.

(4) An employee who is required or allowed to work in excess of the hours prescribed in subclause (1) of this clause shall, in respect of each hour or part of an hour of such excess, be paid not less than his hourly wage, plus 50 per cent.

(5) Notwithstanding the provisions of subclause (3) hereof, an employee may be required to work during his off-duty period in which event he shall, in respect of each hour or part of an hour by which such off-duty falls short of such prescribed periods, be paid not less than his hourly wage, plus 50 per cent.

(6) The provisions of subclauses (1), (2), (4) and (5) of this clause shall not apply in respect of any of the following employees who earn more than R2 400 per annum:

Head barman;
head chef;
head waiter;
head housekeeper.

9. ATTENDANCE REGISTERS AND TIME AND WAGE REGISTERS

It shall be the responsibility of every employer to ensure that all employees, other than unskilled employees, complete daily attendance registers as prescribed in Annexure A to this Agreement.

It shall be the duty of all employees as referred to above to complete the attendance registers daily.

The hours worked in respect of unskilled employees shall be detailed in the wage register to be kept by the employer.

The introduction and keeping of attendance registers shall not absolve employers from the necessity of keeping time and wage registers as heretofore.

Where at any establishment a time-clock system is introduced an attendance register is not required.

word, en vir elke gekwalifiseerde buiteverbruiksassistent in diens, mag daar hoogstens een ongekwalifiseerde buiteverbruiksbediener in diens geneem word, en vir elke gekwalifiseerde buiteverbruiksbediener in diens, mag daar hoogstens een ongekwalifiseerde buiteverbruiksbediener in diens geneem word.

(8) Waar in hierdie klousule werknemers van 'n bepaalde graad genoem word, mag niks in hierdie klousule die indiensneming verbied van 'n werknemer wat binne 'n graad val waarvoor hoër lone in plaas van die indiensneming van 'n werknemer van eersgenoemde graad voorgeskryf is nie.

(9) Behoudens die bepalinge van subklousule (1), sal los en deelytse werknemers nie vir die toepassing van hierdie klousule as werknemers beskou word nie.

8. WERKURE

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n kroegman, 'n klerklike werknemer en 'n ongeskoolde werknemer mag nie eenhonderd-en-veertien (114) uur per 14 dae te bowe gaan nie.

(b) Die gewone werkure van 'n los werknemer mag op geen enkele dag meer as nege uur wees nie.

(c) Die gewone werkure van 'n klerklike werknemer mag nie eenhonderd-en-vier (104) uur per 14 dae te bowe gaan nie.

(d) Die gewone werkure van 'n kroegman mag nie eenhonderd-en-tien (110) uur per 14 dae te bowe gaan nie, en dié van 'n ongeskoolde werknemer mag nie meer as eenhonderd-en-veertien (114) uur per 14 dae wees nie.

(e) *Etensonderbrekings.*—As 'n werknemer op diens is tydens die etenstyd van 'n bedryfsinrigting, moet sy werkgever hom gedurende sodanige etenstyd of binne 'n halfuur voor of na sodanige etenstyd, 'n onderbreking van minstens 30 minute toestaan waartydens die werkgever sy werknemer nie moet verplig of toelaat om te werk nie, en sodanige etensonderbreking moet nie as deel van die gewone werkure of oortyd beskou word nie: Met dien verstande dat die werktydperk tussen enige twee sodanige etes hoogstens ses agtereenvolgende uur duur; voorts met dien verstande dat werktydperke onderbreek deur 'n pouse van minder as 30 minute, as aaneenlopend beskou word.

(2) Die werktyd van enige werknemer moet op enige dag binne 'n werkdagindeling van 15 uur voltooi word.

(3) Behoudens subklousule (5) moet 'n werkgever elkeen van sy werknemers met inbegrip van ongeskoolde werknemers, toelaat om elke week vir een dag van diens af te wees. Vir die toepassing van hierdie klousule moet die diensvrytyd 'n tydperk van 24 agtereenvolgende uur wees.

(4) Aan 'n werknemer wat verplig of toegelaat word om meer as die ure voorgeskryf in subklousule (1) van hierdie klousule te werk, moet ten opsigte van elke bykomende uur of gedeelte van sodanige uur minstens sy uurloon, plus 50 persent, betaal word.

(5) Ondanks subklousule (3) hiervan, kan 'n werknemer verplig word om gedurende sy diensvrytyd te werk, en in so 'n geval moet hy ten opsigte van elke uur of gedeelte van 'n uur waarmee sodanige tydperk korter as daardie voorgeskrewe tydperk is, minstens sy uurloon plus 50 persent betaal word.

(6) Die bepalinge van paragrawe (1), (2), (4) en (5) van hierdie klousule is nie van toepassing nie op enigiene van die volgende werknemers wat meer as R2 400 per jaar verdien:

Hoofkroegman;
hoofsjef;
hoofkelner;
hoofhuishoudster.

9. PRESENSIEREGISTERS EN TYD- EN LOONREGISTERS

Dit is die verantwoordelikheid van elke werkgever om toe te sien dat al sy werknemers, uitgesonderd ongeskoolde werknemers, 'n daaglikse presensieregister, soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, invul.

Alle werknemers wat hierbo genoem word, is verplig om die presensieregister elke dag in te vul.

Die ure wat ongeskoolde werknemers werk, moet deur die werkgever in besonderhede in die loonregister aangeteken word.

Die invoer en byhou van presensieregisters stel werkgevers nie vry van die vereiste om tyd- en loonregisters soos voorheen by te hou nie.

Ingeval 'n tydsklofstelsel in 'n bedryfsinrigting ingestel word, is 'n presensieregister nie nodig nie.

The provisions of this clause shall not apply in respect of any of the following employees who earn more than R2 400 per annum:

Head barman;
head chef;
head waiter;
head housekeeper.

10. ANNUAL LEAVE

(1) (a) Every employee, other than a casual or an unskilled employee, shall be given three weeks' leave of absence on full pay.

Every employee, other than a casual or an unskilled employee, shall be given, after the completion of five years' service with the same employer, and for each subsequent year thereafter, four weeks' annual leave on full pay.

The employer may fix the time when such leave shall be taken, but if he shall not have granted to the employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after such leave becomes due.

(b) If, during the first year of an employee's employment his employment is terminated before the completion of such first year but after the completion of four months' employment, the employer shall pay to the employee for each completed month of employment in the uncompleted year three fifty-seconds of a month's wage at the wage which the employee was receiving when his employment was terminated.

(c) An employee, who has become entitled to three weeks' leave in terms of subclause (1) (a) and whose employment terminates before such leave has been granted shall, upon termination of employment, be paid his full pay in respect of such leave and in addition be paid three fifty-seconds of the monthly wage in respect of each completed month of employment calculated from the date upon which he became entitled to leave.

(d) An employee who has been granted three weeks' leave in terms of subclause (1) (a) and whose employment terminates before the next period of leave falls due shall, upon termination of employment, be paid three fifty-seconds of the monthly wage paid to him during the month immediately preceding such termination in respect of each completed month of employment calculated from the date upon which he last became entitled to leave.

(e) An employee who has become entitled to four weeks' leave in terms of subclause (1) (a) and whose employment terminates before such leave has been granted, shall, upon termination of employment, be paid his full pay in respect of such leave and, in addition, be paid one twelfth of the monthly wage in respect of each completed month of employment calculated from the date upon which he last became entitled to such leave.

(f) An employee who has been granted four weeks' leave in terms of subclause (1) (a) and whose employment terminates before the next period of leave falls due shall, upon termination of employment, be paid one twelfth of the monthly wage paid to him during the month immediately preceding such termination in respect of each completed month of employment calculated from the date upon which he last became entitled to leave.

(2) (a) Every unskilled employee shall be given in respect of each 50 weeks of employment with the same employer two weeks' leave of absence on full pay. The employer may fix the time when such leave shall be taken, but, if he shall not have granted to the employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 50 weeks' employment. When in any year of an employee's employment his employment is terminated before the completion of the year but after the completion of four months' employment, the employer shall pay to the employee for each completed month of employment in the uncompleted year one twenty-sixth of a month's wage at the wage which the employee was receiving when his employment was terminated.

(b) On completion of three years' employment with the same employer, every unskilled employee shall be given three weeks' annual leave of absence on full pay in respect of each succeeding year of employment.

(c) An unskilled employee who has become entitled to three weeks' leave in terms of subclause (2) (b) and whose employment terminates before such leave has been granted, shall upon termination of employment be paid his full pay in respect of such leave and in addition be paid three fifty-seconds of the monthly wage in respect of each completed month of employment calculated from the date upon which he last became entitled to leave.

Die bepalinge van hierdie klousule is nie van toepassing op enigeen van die volgende werknemers wat meer as R2 400 per jaar verdien nie:

Hoofkroegman;
hoofsjef;
hoofkelner;
hoofhuishoudster.

10. JAARLIKSE VERLOF

(1) (a) Elke werknemer, uitgesonderd 'n los of ongeskoolde werknemer, moet drie weke verlof met volle besoldiging toegestaan word.

Elke werknemer, uitgesonderd 'n los of ongeskoolde werknemer, moet nadat hy vyf jaar by dieselfde werkgever gewerk het en vir elke jaar daarna, vier weke verlof met volle besoldiging jaarliks toegestaan word.

Die werkgever kan die tyd vasstel waarop sodanige verlof geneem moet word, maar indien hy die werknemer se verlof nie vroër toegestaan het nie, moet dit toegestaan en geneem word sodat dit begin binne drie maande nadat dit verskuldig geword het.

(b) Indien 'n werknemer se diens gedurende die eerste jaar eindig voordat sodanige eerste jaar voltooi is, maar na voltooiing van vier maande diens, moet die werkgever hom vir elke volle maand diens in die onvoltooide diensjaar drie twee-en-vyftigstes betaal van die maandloon wat hy by diensbeëindiging ontvang het.

(c) 'n Werknemer wat ingevolge subklousule (1) (a) op drie weke verlof geregtig geword het en wie se diens eindig voordat dit toegestaan is, moet by diensbeëindiging sy volle loon ten opsigte van sodanige verlof betaal word en moet daarbenewens ten opsigte van elke volle maand diens, drie twee-en-vyftigstes betaal word van die maandloon wat hy by diensbeëindiging ontvang het, bereken vanaf die datum waarop hy op verlof geregtig geword het.

(d) 'n Werknemer aan wie drie weke verlof ingevolge subklousule (1) (a) toegestaan is en wie se diens eindig voordat die volgende verlof verskuldig is, moet by diensbeëindiging ten opsigte van elke volle maand diens drie twee-en-vyftigstes betaal word van die maandloon wat hy gedurende die maand onmiddellik voor diensbeëindiging ontvang het, bereken vanaf die datum waarop hy laas op verlof geregtig geword het.

(e) 'n Werknemer wat ingevolge subklousule (1) (a) op vier weke verlof geregtig geword het en wie se diens eindig voordat dit toegestaan is, moet by diensbeëindiging sy volle loon ten opsigte van sodanige verlof betaal word en moet daarbenewens ten opsigte van elke volle maand diens, een twaalfde betaal word van die maandloon, bereken van die datum waarop hy laas op verlof geregtig geword het.

(f) 'n Werknemer aan wie vier weke verlof ingevolge subklousule (1) (a) toegestaan is en wie se diens eindig voordat die volgende verlof verskuldig is, moet by diensbeëindiging ten opsigte van elke volle maand diens, een twaalfde betaal word van die maandloon wat hy gedurende die maand onmiddellik voor diensbeëindiging ontvang het, bereken vanaf die datum waarop hy laas op verlof geregtig geword het.

(2) (a) Aan elke ongeskoolde werknemer moet ten opsigte van elke 50 weke diens by dieselfde werkgever twee weke vakansieverlof met volle besoldiging toegestaan word. Die werkgever kan die tyd vasstel wanneer sodanige verlof geneem moet word, maar as hy nie vroër aan sy werknemer sy verlof toegestaan het nie, moet dit toegestaan en geneem word om te begin binne drie maande na beëindiging van 50 weke diens. As 'n werknemer se diens eindig voor die einde van die diensjaar, maar na voltooiing van vier maande diens, moet die werkgever die werknemer vir elke volle maand diens in die onvoltooide jaar een ses-en-twintigste betaal van die maandloon wat hy by diensbeëindiging ontvang het.

(b) Na voltooiing van drie jaar diens by dieselfde werkgever moet aan alle ongeskoolde werknemers ten opsigte van sodanige diens, drie weke jaarlikse verlof met volle besoldiging toegestaan word.

(c) 'n Ongeskoolde werknemer wat ingevolge subklousule (2) (b) op drie weke verlof geregtig geword het en wie se diens eindig voordat sodanige verlof toegestaan is, moet by diensbeëindiging sy volle besoldiging ten opsigte van sodanige verlof betaal word en moet daarbenewens ten opsigte van elke voltooide maand diens, drie twee-en-vyftigstes van die maandloon betaal word, bereken vanaf die datum waarop hy laas op verlof geregtig geword het.

(3) For the purposes of this clause employment shall be deemed to commence—

(a) in the case of those employees who had become entitled to leave in terms of the Agreement published under Government Notice R. 1922 of 18 October 1968, from the date upon which such employees last became entitled to leave;

(b) in the case of those employees to whom the Agreement referred to in paragraph (a) applied, who were in employment before the coming into force of this Agreement but who had not become entitled to leave in terms of that Agreement from the date upon which such employment commenced;

(c) in the case of all other employees, from the date upon which the employee enters his employer's employ or the date of coming into operation of this Agreement, whichever is the later.

(4) For the purpose 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) (a);

(b) required to undergo training in pursuance of the Defence Act, 1957, as amended;

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

(d) absent on sick leave in terms of clause 11;

amounting in the aggregate in any year to not more than 10 weeks in respect of paragraphs (a), (c) and (d) plus up to four months of any one unbroken period of military training.

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

11. SICK LEAVE

An employee, other than a casual employee, who is absent from work, after a period of not less than two months' employment with the same employer, through sickness or accident not caused by his own misconduct, and other than an accident compensable under the Workmen's Compensation Act, 1941, shall be granted seven days' sick leave in the aggregate during the first six months of any one year of employment with the same employer, and a further seven days' sick leave in the aggregate in the second or any subsequent six months of employment with the same employer and shall be paid in respect of each such day one seventh of the weekly wage which he was receiving immediately before the commencement of such sick leave: Provided that, if the employee is absent from work the employer may require the employee to produce a certificate, signed by a registered medical practitioner showing the nature and duration of the illness in respect of each period of absence for which payment is claimed.

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

12. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to—

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

(b) the provisions of any written agreement between employer and employee stipulating for a period of notice in excess of that provided for herein;

an employer or his employee shall give notice to take effect from the time it is given, of his intention to terminate the contract of employment of not less than—

(i) twenty-four hours during the first 13 weeks of employment;

(ii) one week's notice thereafter.

The notice to be given in terms of this subclause shall be in writing except in the case of unskilled employees, casual employees and illiterate employees.

(3) Vir die toepassing van hierdie klousule moet 'n werknemer se diens geag word te begin—

(a) in die geval van werknemers wat op verlof geregtig geword het ingevolge die ooreenkoms wat by Goewerments-kennissgewing R. 1922 van 18 Oktober 1968 bekendgemaak is, vanaf die datum waarop dié werknemer laas op verlof geregtig geword het;

(b) in die geval van werknemers op wie die Ooreenkoms in paragraaf (a) genoem van toepassing is en wat in diens was voordat hierdie Ooreenkoms van krag geword het, maar wat nie ingevolge daardie Ooreenkoms op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(c) in die geval van alle ander werknemers, vanaf die datum waarop die werknemer by sy werkgever in diens getree het of die datum waarop hierdie Ooreenkoms in werking tree, naamlik die jongste datum.

(4) Vir die toepassing van hierdie klousule moet die uitdrukking "diens" geag word te omvat elke tydperk of alle tydperke waarin 'n werknemer—

(a) kragtens subklousule (1) (a) met verlof afwesig is;

(b) verplig word om opleiding ingevolge die Verdedigingswet, 1957, soos gewysig, te ondergaan;

(c) op las of op versoek van sy werkgever van sy werk afwesig is;

(d) kragtens klousule 11 met siekteverlof afwesig is;

en wat ten opsigte van paragrawe (a), (c) en (d) hoogstens 10 weke in 'n jaar beloop, plus hoogstens vier maande van 'n bepaalde ononderbroke tydperk van militêre opleiding.

(5) 'n Deeltydse werknemer of 'n deeltydse kroegman wat voltyds in diens is in enige ambag, besigheid, diens of op enige ander plek waar die werkgever daarvoor verantwoordelik is om jaarlikse verlof en jaarlikse verlofbesoldiging aan hom toe te staan, is nie geregtig op die voorregte wat in dié klousule beskryf word nie.

11. SIEKTEVERLOF

'n Werknemer, uitgesonderd 'n los werknemer wat na minstens twee maande diens by dieselfde werkgever van sy werk afwesig is, as gevolg van siekte of ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, en uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens dié Ongevallewet, 1941, betaalbaar is, moet gedurende die eerste ses maande van 'n diensjaar by dieselfde werkgever altesaam sewe dae, en gedurende die tweede ses maande by dieselfde werkgever nog altesaam sewe dae siekteverlof toegestaan word, en moet ten opsigte van elke dag een sewende van die weekloon betaal word wat hy onmiddellik voor die aanvang van dié siekteverlof ontvang het. Met dien verstande dat as die werknemer van die werk afwesig is, die werkgever van hom kan vereis om 'n sertifikaat, deur 'n geregistreerde mediese praktisyn geteken en waarin die aard en duur van die siekte aangetoon word, voor te lê ten opsigte van elke afwesigheid waarvoor besoldiging geëis word.

'n Deeltydse werknemer of 'n deeltydse kroegman, wat voltyds in diens is in enige ambag, besigheid, diens of op enige ander plek, waar die werkgever daarvoor verantwoordelik is om siekteverlof en siekteverlofbetaling aan hom toe te staan, is nie geregtig op die voorregte wat in dié klousule beskryf word nie.

12. BEÏNDIGING VAN DIENSKONTRAK

(1) Behoudens—

(a) 'n werkgever of werknemer se reg om 'n dienskontrak sonder kennissgewing om 'n regsgeldige rede te beëindig;

(b) 'n skriftelike ooreenkoms tussen werkgever en werknemer wat voorsiening maak vir langer kennissgewing as wat hierin voorgeskryf word;

moet 'n werkgever of sy werknemer minstens die volgende kennis gee, met ingang van die tyd waarop dit gegee word, van sy voorneme om die dienskontrak te beëindig—

(i) vier-en-twintig uur gedurende die eerste 13 weke diens;

(ii) daarna een week.

Die kennissgewing wat ingevolge hierdie subklousule gegee moet word sal skriftelik wees behalwe in die geval van ongeskoolde of los of ongeletterde werknemers.

(2) In the event of an employer or an employee failing to give notice as provided for in subclause (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of an employee referred to in subclause (1) (i) of this clause, an amount equal to one day's remuneration;
- (b) in the case of an employee referred to in subclause (1) (ii) of this clause, an amount equal to one week's remuneration.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in subclause (2) of this clause the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purposes of this subclause any payment which may be due to an employee in terms of clause 10 (annual leave) of this Agreement, except payment in respect of annual leave already accrued but not yet granted in terms of clause 10 (1) (a), shall also be regarded as a benefit in the process of accrual.

(4) When an Agreement is entered into in terms of subclause (1) (b) of this clause, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) The notice referred to in subclause (1) shall not run concurrently with annual leave, sick leave or any period of military training in pursuance of the Defence Act, 1957.

(6) An unskilled employee or his employer may terminate the contract of employment by giving 24 hours' notice.

(7) An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with an indelibly inscribed certificate of service showing the full names of the employer and employee, the nature of employment, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.

13. EXEMPTIONS

(1) The Council may grant exemptions 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 that the Council may, if it deems fit, after one week's notice in writing, has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which the exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of subclause (1) of this clause a licence of exemption signed by the Chairman and himself, setting out—

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued;
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
- (d) forward a copy of each licence of exemption to the Divisional Inspector of Labour, P.O. Box 393, Pretoria.

14. 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 employ, which includes a part-time employee, part-time barmen and a Grade A male employee, governed by this Agreement, but excluding unskilled employees, an amount of 20c per month. To this amount the employer shall add an equal amount and forward the total sum, together with a list showing the number of employees employed, graded in accordance with definitions as laid down in clause 3 of this Agreement, to the Secretary of the Council not later than the 15th day of each month at the office of the Industrial Council, P.O. Box 1256, Pretoria.

(2) Indien 'n werkgever of werknemer versuim om ooreenkomstig subklousule (1) hiervan kennis te gee, moet hy die volgende onderskeidelik betaal of verbeur:

- (a) In die geval van 'n werknemer in subklousule (1) (i) bedoel, een dag se besoldiging;
- (b) in die geval van 'n werknemer in subklousule (1) (ii) bedoel, een week se besoldiging.

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die werkgever geregtig, as geld wat 'n werkgever 'n werknemer aan loon skuld, nie genoeg is om die bedrag te dek wat ingevolge subklousule (2) van hierdie klousule verbeur moet word, om dié bedrag agter te hou uit ander voordele (as daar is) wat die werknemer by diensbeëindiging toekom.

Vir die toepassing van hierdie subklousule moet besoldiging wat 'n werknemer ingevolge klousule 10 (jaarlikse verlof) van hierdie Ooreenkoms toekom, behalwe betaling ten opsigte van jaarlikse verlof wat reeds kragtens klousule 10 (1) (a) verskuldig maar nog nie toegestaan is nie, ook beskou word as 'n voordeel wat hom toekom.

(4) Wanneer 'n ooreenkoms ingevolge subklousule (1) (b) van hierdie klousule aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die tydperk van kennisgewing waarvoor ooreengekom is.

(5) Die kennisgewing in subklousule (1) genoem, mag nie met jaarlikse of siekteverlof of enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, saamval nie.

(6) 'n Ongeskoolde werknemer of sy werkgever kan die dienskontrak met 24 uur kennis beëindig.

(7) By beëindiging van die dienskontrak van enigen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgever dié werknemer voorsien van 'n dienssertifikaat wat met onuitwisbare letters geskryf, getik of gedruk is, wat die name van die werkgever en die werknemer voluit aantoon, asook die aard van diens, die datum van aanvang en beëindiging van die kontrak en die skaal van besoldiging op die datum van sodanige beëindiging.

13. VRYSTELLINGS

(1) Die Raad kan vrystellings van enigen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, die voorwaardes vasstel waarop vrystelling toegestaan word en die tyd waarvoor dit geldig is: Met dien verstande dat die Raad, as hy dit goedgevind, enige vrystellingsertifikaat kan intrek nadat een week kennisgewing skriftelik aan die betrokke persoon gegee is, of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen is, 'n vrystellingsertifikaat uitreik wat deur die Voorsitter en homself geteken is en wat die volgende aantoon:

- (a) Naam van betrokke persoon voluit;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen is;
- (c) die voorwaardes vasgestel ingevolge subklousule (2) van hierdie klousule waarop vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle uitgereikte sertifikate in volgorde nummer;
- (b) 'n kopie van elke uitgereikte sertifikaat bewaar;
- (c) waar vrystelling van 'n werknemer verleen is, 'n kopie van die sertifikaat aan die betrokke werkgever stuur;
- (d) 'n kopie van elke vrystellingsertifikaat aan die Afdelingsinspekteur van Arbeid, Posbus 393, Pretoria, stuur.

14. UITGAWES VAN DIE RAAD

Die uitgawes van die Raad word op die volgende wyse bestry:

Elke werkgever moet 20c per maand aftrek van die loon van elke werknemer in sy diens, wat 'n deeltydse werknemer, deeltydse kroegman en 'n manlike werknemer graad A omvat, wat aan die Ooreenkoms onderworpe is, maar uitgesonderd ongeskoolde werknemers. By dié bedrag moet die werkgever 'n gelyke bedrag voeg en die totale bedrag saam met 'n lys wat die getal werknemers in diens aantoon, gegradeer ooreenkomstig die woordomskrivings in klousule 3 van die Ooreenkoms, voor of op die 15de dag van elke maand aan die Sekretaris van die Raad by die kantoor van die Nywerheidsraad, Posbus 1256 Pretoria, stuur.

15. ADMINISTRATION OF AGREEMENT

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

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

17. EFFECT OF OTHER LAWS

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

18. TRADE UNION LABOUR

No member of the employers' organisation shall engage an employee unless such employee is a member of the trade union or holds a provisional card of membership, and no member of the trade union shall accept employment with an employer who is not a member of the employers' organisation.

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

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

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

20. TRADE UNION SUBSCRIPTIONS

Every employer shall, with the written consent of the employee, deduct from each member of the trade union in his employ the membership subscriptions payable by each employee to the trade union, and shall forward the total amount together with a list of employees to the Secretary of the Council, P.O. Box 1256, Pretoria, not later than the 15th day of each month.

21. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any person and inspect any documents for the purpose of ascertaining whether the terms of this Agreement are being observed.

22. CERTIFICATE OF SERVICE

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and the employee, nature of the employment, the date of commencement of the contract of employment, the date of termination thereof, and the rate of remuneration at the date of such termination. A copy of this certificate for all employees, except unskilled employees, shall be forwarded to the Industrial Council offices for record purposes. This clause shall apply for any period of employment.

23. PENSION FUND

(1) The Council having resolved that employers and employees in the Liquor and Catering Trade should participate in the Hotel Pension Fund inaugurated by the Hotel Board, hereinafter referred to as "the Fund", hereby authorises, for the purpose of implementing the objects set forth in the rules of the Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) (a) The provisions of this clause shall only apply in respect of employees aged 16 years and older who—

(i) earn a pensionable wage of at least R1 600 per annum; or

15. TOEPASSING VAN OOREENKOMS

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

16. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

17. UITWERKING VAN ANDER WETTE

Niks in hierdie Ooreenkoms kan as magtiging beskou word vir die indiensneming van 'n persoon wie se indiensneming kragtens 'n wet verbode is of indiensneming op enige tyd of tye wat by wet verbode is nie.

18. VAKVERENIGINGARBEID

Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie tensy sodanige werknemer lid is van die vakvereniging of in besit is van 'n voorlopige lidmaatskapkaart, en geen lid van die vakvereniging mag in diens tree by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie.

Hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie: Met dien verstande dat as 'n immigrant na die eerste drie maande waarin hy diens in die Drank- en Verversingsbedryf aanvaar het, 'n uitnodiging van die vakvereniging om lid daarvan te word, van die hand gewys het, hierdie klousule onmiddellik van toepassing word.

19. VERBOD OP INDIENSNEEMING VAN ENIGIEMAND ONDER DIE OUDERDOM VAN 16 JAAR

Geen persoon onder 16 jaar mag deur 'n werkgewer in diens geneem word nie.

20. LEDEGELD AAN VAKVERENIGING

Elke werkgewer moet, met die skriftelike toestemming van die werknemer, van elke lid van die vakvereniging in sy diens die ledegeld aftrek wat deur elke werknemer aan die vakvereniging betaalbaar is, en die totale bedrag, tesame met 'n lys van die werknemers voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1256, Pretoria, stuur.

21. AGENTE

Die Raad moet een of meer aangewese persone aanstel om behulpzaam te wees by die toepassing van hierdie Ooreenkoms. 'n Agent kan enige bedryfsinrigting binnegaan en kan enige persoon ondervra en enige dokumente nagaan ten einde vas te stel of hierdie Ooreenkoms nagekom word.

22. DIENSSERTIFIKAAT

By die beëindiging van die dienskontrak van enige van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgewer aan sodanige werknemer 'n dienssertifikaat verstrek waarop die volle naam van die werkgewer en die werknemer, die aard van die diens, die datum van inwerkingtrede van die dienskontrak, die datum van beëindiging daarvan en die besoldigingsstarief op die datum van sodanige beëindiging, getoon word. 'n Eksemplaar van hierdie sertifikaat vir alle werknemers, uitgesonderd ongeskoolde werknemers, moet vir rekorddoeleindes aan die Nywerheidsraad gestuur word. Hierdie klousule is op enige tydperk van diens van toepassing.

23. PENSIENFONDS

(1) Aangesien die Raad besluit het dat werkgewers en werknemers in die Drank- en Verversingsbedryf moet deelneem aan die Hotelpensioenfonds wat deur die Hotelraad ingestel is, hierna "die Fonds" genoem, magtig die Raad hierby, met die doel om die oogmerke uiteengesit in die reëls van die Fonds te implementeer, die invordering van bydraes ooreenkomstig die prosedure wat hierna omskryf word.

(2) (a) Die bepalings van hierdie klousule is van toepassing slegs ten opsigte van werknemers van 16 jaar en ouer wat—

(i) 'n pensioengewende loon van minstens R1 600 per jaar ontvang; of

(ii) earn a pensionable wage of less than R1 600 but at least R800 per annum and who have been employed on a full-time basis in the Liquor and Catering Trade for a continuous period of not less than one year, and for the purpose hereof full-time and continuous service shall include any period or periods during which an employee was absent on leave on full pay. For the purpose of this clause, "pensionable wage" shall mean the amount of money payable, weekly in the case of a weekly-paid employee and monthly in the case of a monthly-paid employee, in terms of clause 4 in respect of an employee's ordinary hours of work as prescribed in clause 9 or, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it shall mean such higher amount: Provided that it shall not include—

(aa) extraordinary remuneration in respect of special services or in respect of services rendered by the employee while acting in a post that has become temporarily or permanently vacant; and

(bb) fees, honoraria, commission, bonuses and allowances.

(b) Notwithstanding the provisions of paragraph (a), the provisions of this clause shall not apply in respect of any employee who on 1 May 1972 was, or thereafter became, a participant in and a member of any other fund providing pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of such employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided by the Fund.

(3) Every employer shall for the period ending 28 February 1973, on each pay day deduct from his employee's wage an amount equal to 5 per cent of the employee's pensionable wage as at 1 May 1972 and add to the amount so deducted an amount equal to 6 per cent of such pensionable wage. In the event of an employee entering the service of an employer subsequent to 1 May 1972 the deduction of 5 per cent shall be calculated on the employee's commencing pensionable wage.

(4) For every 12-month period as from 1 March 1973, every employer shall on each pay-day deduct from his employee's wage the amounts calculated in terms of the rules of the Fund and notified to him by the administrators of the Fund: Provided that such amounts shall not exceed $7\frac{1}{2}$ per cent of the employee's pensionable wage as at the commencement of such 12-month period. To the amount so deducted the employer shall add the amount notified to him by the administrators of the Fund: Provided that such amount shall not exceed 9 per cent of the employee's pensionable wage. Copies of the notifications to employers in terms of this subclause shall be furnished to the Council by the administrators of the Fund.

(5) The total of the amounts referred to in subclauses (3) and (4) shall be forwarded by the employer to the administrators of the Fund not later than the 15th of the month following the month during which the deductions were made.

(6) Every employer shall, within 15 days from the date on which he is requested to do so, submit to the administrators of the Fund such information concerning his employees as may be required for the purposes of the Fund.

(7) Copies of the Hotel Pension Fund rules and of audited accounts shall be lodged with the Council and with the Secretary for Labour. For the purpose of this subclause, the term "rules" shall include any amendments to the rules adopted from time to time.

(8) For the purposes of subclauses (4), (5) and (6) the term "administrators of the Fund" shall mean the South African National Life Assurance Society."

Signed at Pretoria on behalf of the parties this 21st day of March 1972.

G. A. BOTHA, Chairman of the Council.

D. HENDERSON, Vice-chairman of the Council.

M. J. BROWN (Douglas, Low & Co.), Secretary for the Council.

(ii) 'n pensioengewende loon van minder as R1 600 maar minstens R800 per jaar ontvang en wat 'n aaneenlopende tydperk van minstens een jaar op voltydse grondslag in die Drank- en Verversingsbedryf in diens is, en vir die toepassing hiervan sluit voltydse en aaneenlopende diens enige tydperk of tydperke in waartydens 'n werknemer met verlof met volle besoldiging afwesig was. Vir die toepassing van hierdie klousule beteken "pensioengewende loon" die bedrag geld betaalbaar—weekliks in die geval van 'n weekliks betaalde werknemer en maandeliks in die geval van 'n maandeliks betaalde werknemer—krachtens klousule 4 ten opsigte van 'n werknemer se gewone werkure soos in klousule 9 voorgeskryf of, indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n bedrag betaal wat hoër is as dié in klousule 4 voorgeskryf, beteken dit sodanige hoër bedrag: Met dien verstande dat dit nie die volgende insluit nie:

(aa) Buitengewone besoldiging ten opsigte van spesiale dienste of ten opsigte van dienste deur die werknemer gelewer terwyl hy waargeneem het in 'n betrekking wat tydelik of permanent vakant geword het; en

(bb) gelde, honoraria, kommissie, bonusse en toelae.

(b) Ondanks die bepalings van paragraaf (a) is die bepalings van hierdie klousule nie van toepassing nie ten opsigte van 'n werknemer wat op 1 Mei 1972 'n deelnemer aan en 'n lid van 'n ander fonds was of daarna word, wat pensioenvoordele of voorsorgsbystand verskaf, wat op genoemde datum bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum 'n deelnemer was, of ten opsigte van die werkgewer van sodanige werknemer, slegs gedurende sodanige tydperk waartydens sodanige ander fonds voortgaan om te funksioneer en beide die werkgewer en die werknemer daaraan deelneem, indien die bystand van sodanige ander fonds na die Raad se mening oor die geheel nie minder gunstig is nie as die bystand wat die Fonds verskaf.

(3) Elke werkgewer moet op elke betaaldag en vir die tydperk eindigende 28 Februarie 1973, van sy werknemer se loon 'n bedrag aftrek gelyk aan 5 persent van die werknemer se pensioengewende loon soos op 1 Mei 1972 en 'n bedrag gelyk aan 6 persent van sodanige pensioengewende loon voeg by die bedrag wat aldus afgetrek is. In die geval van 'n werknemer wat tot die diens van 'n werkgewer toetree na 1 Mei 1972 moet die aftrekking van 5 persent bereken word volgens die werknemer se pensioengewende aanvangsalaris.

(4) Vir elke tydperk van 12 maande vanaf 1 Maart 1973 moet elke werkgewer op elke betaaldag die bedrae krachtens die reëls van die Fonds bereken en deur die administrateurs van die Fonds aan hom bekend maak, van sy werknemer se loon aftrek: Met dien verstande dat sodanige bedrae hoogstens $7\frac{1}{2}$ persent van die werknemer se pensioengewende loon soos aan die begin van sodanige tydperk van 12 maande mag wees. By die bedrag wat aldus afgetrek is, moet die werkgewer die bedrag voeg wat deur die administrateurs van die Fonds aan hom bekend maak is: Met dien verstande dat sodanige bedrag hoogstens 9 persent van die werknemer se pensioengewende loon mag wees. Eksemplare van die kennisgewings aan werkgewers krachtens hierdie subklousule moet deur die administrateurs van die Fonds aan die Raad verskaf word.

(5) Die totaal van die bedrae in subklousules (3) en (4) vermeld, moet voor of op die 15de van die maand wat volg op die maand waartydens die aftrekkings gemaak is, deur die werkgewer aan die administrateurs van die Fonds gestuur word.

(6) Elke werkgewer moet sodanige inligting rakende sy werknemers as wat vir die doeleindes van die Fonds nodig mag wees, aan die administrateurs van die Fonds voorleë binne 15 dae vanaf die datum waarop hy versoek word om dit te doen.

(7) Eksemplare van die reëls van die Hotelpensioenfonds en van geauditte rekenings moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule sluit die woord "reëls" in alle wysigings van die reëls wat van tyd tot tyd aangeneem word.

(8) Vir die toepassing van subklousules (4), (5) en (6) beteken die uitdrukking "administrateurs van die Fonds" die Suid-Afrikaanse Nasionale Lewensassuransie maatskappy.

Namens die partye op hede die 21ste dag van Maart 1972 te Pretoria onderteken.

G. A. BOTHA, Voorsitter van die Raad.

D. HENDERSON, Ondervoorsitter van die Raad.

M. J. BROWN (Douglas, Low & Kie.), Sekretaris van die Raad.

ANNEXURE A (vide clause 9—Attendance registers and time and wage registers)
AANHANGSEL A (Sien klousule 9—Presensieregisters en tyd- en loonregisters)

Note.—Employers must sign only in the section of the register reserved for their use.

Opmerking.—Werknemers moet teken slegs in die afdeling van die register wat vir hul gebruik voorsien word.

ATTENDANCE REGISTER

PRESENSIEREGISTER

Occupation of employee/Werk van werknemer

Name of employee/Naam van werknemer

Date and day of week Datum en dag van week		Entries to be made by employees Inskrywings wat werknemers moet maak										Remarks (if any) Opmerkings (as daar is)			
Year/Jaar		Signature Handtekening	Time of commencing work Aanvangstyd van werk	Intervals of work Werkpouses				Time of finishing work Op-hou-tyd van werk	In-creased hours worked Ver-lengde ure gewerk		Total number of hours worked Totale getal ure gewerk		By employee Deur werknemer	By employer Deur werkgewer	By inspector Deur inspekteur
Month/Maand															
Date Da-tum	Day of week Dag van week			Off Af	On Aan	Off Af	On Aan		On Op	Off Af	Each day Elke dag	Each week Elke week			
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															
21															
22															
23															
24															
25															
26															
27															
28															
29															
30															
31															

Note.—Under headings "Off" and "On" in columns referring to "Intervals" insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the shop or office for the whole of the interval.

Opmerking.—Onder die hofies "Af" en "Aan" in die kolom wat op "pouses" betrekking het, voeg in hoe laat poues begin en hoe laat werk hervat word. 'n Werknemer werk gedurende enige poue in sy werk as die werknemer nie vry is om die winkel of kantoor vir die hele poue te verlaat nie.

CONTENTS

<i>No.</i>	<i>Page</i>
Labour, Department of Government Notice	
R.2114. Liquor and Catering Trade, Pretoria ...	1

INHOUD

<i>No.</i>	<i>Bladsy</i>
Arbeid, Departement van Goewermenskennisgewing	
R.2114. Drank- en verversingsbedryf, Pretoria ...	1
