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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. 1533 28 Julie 1978

WET OP NYWERHEIDSVERSOENING, 1956

DRANK-EN-VERVERSINGSBEDRYF (WITWATERS-RAND EN VEREENIGING).—HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, 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 1 Augustus 1978 en vir die tydperk wat op 31 Januarie 1981 eindig, bindend is vir die werkgewers-organisasie 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) (a), 2, 5 (6) (b), 17, 18, 19 en 20, met ingang van 1 Augustus 1978 en vir die tydperk wat op 31 Januarie 1981 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms;

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (b), 17, 18, 19 en 20, met ingang van 1 Augustus 1978 en vir die tydperk wat op 31 Januarie 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *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.

S. P. BOTHA, Minister van Arbeid.

73915—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. 1533 28 July 1978

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE (WITWATERS-RAND AND VEREENIGING).—MAIN AGREEMENT

I, Stephanus Petrus Botha, 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 1 August 1978 and for the period ending 31 January 1981, 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) (a), 2, 5 (6) (b), 17, 18, 19 and 20, shall be binding, with effect from 1 August 1978 and for the period ending 31 January 1981, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 1 August 1978 and for the period ending 31 January 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (b), 17, 18, 19 and 20, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

6122—1

NYWERHEIDSRAAD VIR DIE DRANK-EN-VERVERSINGS-BEDRYF (WITWATERSRAND EN VEREENIGING)

HOOFOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Hotel, Liquor and Catering Association of the Transvaal (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Drank-en-verversingsbedryf nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en alle werknemers wat lede van die vakvereniging is;

(b) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermenskenningsgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Germiston, Johannesburg, Kempton Park (uitgesonderd daardie gedeeltes wat ingevolge Goewermenskenningsgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 vanaf die landdrosdistrik Pretoria oorgeplaas is), Krugersdorp, Nigel (uitgesonderd daardie gedeelte wat ingevolge Goewermenskenningsgewing 871 van 26 Mei 1972 vanaf die landdrosdistrik Balfour oorgeplaas is), Randburg (uitgesonderd daardie gedeelte wat voor 1 Januarie 1975 (Goewermenskenningsgewing 2152 van 22 November 1974) binne die landdrosdistrik Pretoria geval het en uitgesonderd enige gedeelte wat voor 1 Januarie 1975 (Goewermenskenningsgewing 2152 van 22 November 1974) binne die landdrosdistrik Kempton Park geval het maar wat voor 29 Maart 1956 (Goewermenskenningsgewing 556 van 29 Maart 1956) en 1 November 1970 (Goewermenskenningsgewing 1618 van 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het), Randfontein (uitgesonderd die plase Moadowns 1, Leeuwpaa 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) Klousules 4 tot en met 24 is nie van toepassing nie op—

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

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

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet bepaal, en bly van krag tot 31 Januarie 1981 of vir die tydperk wat hy bepaal.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE (WITWATERSRAND AND VEREENIGING)

MAIN AGREEMENT

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

Hotel Association of the Transvaal

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

Witwatersrand Liquor and Catering Trade Employees' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Liquor and Catering Trade—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Germiston, Johannesburg, Kempton Park (excluding those portions which were transferred from the Magisterial District of Pretoria in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970), Krugersdorp, Nigel (excluding that portion which was transferred from the Magisterial District of Balfour in terms of Government Notice 871 of 26 May 1972), Randburg [excluding that portion which prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial District of Pretoria and excluding any portion which prior to 1 January 1975 (Government Notice 2152 of 22 November 1974) fell within the Magisterial District of Kempton Park but which prior to 29 March 1956 (Government Notice 556 of 29 March 1956) and 1 November 1970 (Government Notice 1618 of 2 October 1970) fell within the Magisterial District of Pretoria], Randfontein (excluding the farms Moadowns 1, Leeuwpaa 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement.

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

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

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

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

2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister, in terms of section 48 of the Act, and shall remain in force until 31st January 1981 or for such period as may be determined by him.

3. WOORDOMSKRYWING

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

“assistent-bestuurder” of “assistent-bestuurderes” ’n manlike of ’n vroulike werknemer, na gelang van die geval, uitgesonderd ’n afdelingsbestuurder of ’n afdelingsbestuurderes, wat ’n bestuurder of ’n bestuurderes in die algemeen en in alles help met die uitvoering van sy of haar pligte en wat gedurende sy of haar tydelike afwesigheid namens hom of haar kan optree: Met dien verstande dat ’n direkteur van die maatskappy wat die sake dryf of ’n vennoot of eienaar van die besigheid wat gereeld die pligte van ’n bestuurder of ’n bestuurderes uitoefen, vir die toepassing van hierdie woordomskrywing as ’n bestuurder of ’n bestuurderes geag kan word;

“kroegman” of “kroegvrou” ’n manlike of ’n vroulike werknemer, na gelang van die geval, wat drank oor die toonbank van ’n kroeg of dienskroeg van ’n bedryfsinrigting verkoop of verskaf;

“kroegman, gekwalifiseerd” of “kroegvrou, gekwalifiseerd” ’n kroegman of ’n kroegvrou, na gelang van die geval, met minstens twee jaar ondervinding;

“kroegman, ongekwalifiseerd” of “kroegvrou, ongekwalifiseerd” ’n kroegman of ’n kroegvrou, na gelang van die geval, met minder as twee jaar ondervinding;

“los werknemer” ’n werknemer wat deur dieselfde werkgever in diens geneem word vir hoogstens vier dae in ’n week of wat tydelik in diens geneem word in die Drank-en-verversingsbedryf of in verband met ’n besigheid wat kragtens ’n tydelike drank-lisensie of ’n sportgrondlisensie gedryf word;

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

(a) Skryf en/of tik en/of liasseer en/of ’n ander vorm van klerklike werk;

(b) geld ontvang en/of hanteer;

(c) rekenings uitmaak en/of kwitansies uitreik;

(d) plekbesprekings doen en aanteken en/of gaste ontvang;

(e) ’n telefoonskakelbord bedien;

(f) toesig hou oor die ontvangs, berging, verpakking, uitpak, uitreiking, versending of aflewering van goedere of voorrade en aantekening daarvan hou;

(g) met die hand of met ’n masjien boekhou- administratiewe of bevoororderingsprosedures of -funksies verrig wat nie inbegrepe is by die beroepe wat elders in hierdie klousule omskryf word nie;

maar geen ander klas werknemer wat elders in hierdie klousule gespesifiseer word nie selfs al vorm klerklike werk deel van sodanige werknemer se pligte;

“klerk, gekwalifiseerd,” ’n klerk met minstens twee jaar ondervinding;

“klerk, ongekwalifiseerd,” ’n klerk met minder as twee jaar ondervinding;

“kok” of “sjef” ’n werknemer wat voedsel berei en/of gaarmaak maar geen ander klas werknemer wat elders in hierdie klousule gespesifiseer word nie selfs al vorm die bereiding of gaarmaak van sekere voedselitems deel van sodanige werknemer se pligte; “kok, gekwalifiseerd” of “sjef, gekwalifiseerd” ’n kok of ’n sjef met minstens drie jaar ondervinding;

“kok, ongekwalifiseerd” of “sjef, ongekwalifiseerd” ’n kok of ’n sjef met minder as drie jaar ondervinding;

“Raad” die Nywerheidsraad vir die Drank-en-verversingsbedryf (Witwatersrand and Vereeniging) wat ingevolge artikel 19 van die Wet geregistreer is;

“dag” ’n tydperk van 24 uur wat om middernag begin en eindig; met dié voorbehoud dat ’n “dag” ten opsigte van ’n werknemer wie se gewone werkure voor middernag begin en ná middernag eindig ’n tydperk van 24 uur beteken wat om 12h00 begin en eindig;

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

(a) Die aankoop, berging of uitdeling van voedsel en drankte;

(b) die berging, instandhouding en uitdeling van uitrusting wat met voedsel en drank in verband staan;

(c) die hou van bankette, konferensies en ander funksies;

(d) die verskaffing en bemaking van dienste en die bevoororder van openbare betrekkinge;

(e) die handhawing van werkgewer- en werknemerverhoudings, met inbegrip van die indiensneming en ontslag van personeel;

(f) die bestuur en organisering van twee of meer restaurants en/of eetsale;

3. DEFINITIONS

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

“assistant manager” or “assistant manageress” means a male or a female employee, as the case may be, other than a department manager or a department manageress, who assists a manager or manageress generally and overall in the performance of his or her duties and who may act for him or her during his or her temporary absence: Provided that a director of the company which operates the business or a partner or proprietor of the business who regularly performs the duties of a manager or manageress, may be regarded as a manager or manageress for the purposes of this definition;

“barman” or “barmaid” means a male or female employee, as the case may be, who is engaged in the sale or supply of liquor over the counter of a bar or service-bar in an establishment;

“barman, qualified” or “barmaid, qualified” means a barman or barmaid, as the case may be, who has had not less than two years’ experience;

“barman, unqualified” or “barmaid, unqualified” means a barman or barmaid, as the case may be, who has had less than two years’ experience;

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

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

(a) Writing and/or typing and/or filing and/or any other form of clerical work;

(b) receiving and/or handling money;

(c) making out accounts and/or issuing receipts;

(d) making and recording bookings and/or receiving guests;

(e) operating a telephone switchboard;

(f) supervising and recording the receipt, storing, packing, unpacking, issue, despatch or delivery of goods or stores;

(g) carrying out, either manually or mechanically, any accounting, administrative or promotional procedure or function not included in occupations defined elsewhere in this clause;

but does not include any other class of employee elsewhere specified in this clause notwithstanding that clerical work may form a portion of such employee’s duties;

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

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

“cook” or “chef” means an employee employed in the preparation and/or cooking of food, but does not include any other class of employee elsewhere specified in this clause notwithstanding that the preparation or cooking of specified items of food may form part of such employee’s duties;

“cook, qualified” or “chef, qualified” means a cook or chef who has had not less than three years’ experience;

“cook, unqualified” or “chef, unqualified” means a cook or chef who has had less than three years’ experience;

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

“day” means any period of 24 hours beginning and ending at midnight; except that a “day” in respect of an employee whose ordinary hours of work commence before midnight and end after midnight shall mean any period of 24 hours beginning and ending at midday;

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

(a) The purchase, storage and distribution of food and beverages;

(b) the storage, maintenance and distribution of equipment pertaining to food and liquor;

(c) the holding of banquet, conferences and other functions;

(d) the establishment and marketing of services and the promoting of public relations;

(e) relationships between the employer and employees, including the engagement and dismissal of staff;

(f) the management and conduct of two or more restaurants and/or dining-rooms;

- (g) die bestuur en organisering van twee of meer kombuise en die bereiding van voedsel daarin;
- (h) veiligheid;
- (i) die bestuur en organisering van was-, stryk- en persoonlike dienste;
- (j) die instandhouding van persele, masjinerie en uitrusting;
- (k) die instandhouding van meubels en toebehore;
- (l) die bestuur en organisering van dié gedeelte van die perseel waar gaste aankom of vertrek;
- (m) die rekenings en geldsake van die bedryfsinrigting;
- (n) die sekretariële en bedryfsake van die bedryfsinrigting;

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

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

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

“werknemer algemene dienste, graad I” ’n werknemer wie se beroep nie elders in hierdie woordskrywing uitdruklik omskryf word nie en wat een of meer van die volgende werksaamhede verrig:

- (a) Omsien na die aanwys en parkering van gaste se motors by hul aankoms en vertrek en wat ook parkeergeld kan invorder;
- (b) die perseel bewaak ten einde oortredings op te spoor of te voorkom en om te verseker dat ongemagtigde persone nie die perseel binnekom nie;
- (c) klerasie en ander artikels van gaste of klante in ontvangs neem vir bewaring in ’n kleedkamer en verantwoordelik daarvoor wees om die kleedkamer in ’n skoon en netjiese toestand te hou;
- (d) drank, goedere, pakkette of boodskappe te voet of per hand- of voertuig of ’n motorhulp- of motoraangedrewe fiets of bromponie met ’n enjinkapasiteit van hoogstens 50 cm³ aflewer;
- (e) bottels inpak, uitpak en/of sorteer;
- (f) bottels en dose of ander houers opstapel en/of versit;
- (g) wyn onder toesig bottel;
- (h) etikette en/of doppies of proppe op drankhouers aanbring;
- (i) glase of bottels was;
- (j) onder toesig by ’n toonbank werk waarvandaan of waar nie-alkoholiese verversings en/of voedsel en/of ander goedere aan klante verkoop of bedien word: Met dien verstande dat sodanige werk nie binne die pligte van ’n kroegman, kroegvrou of klerk val nie en dat van hom nie vereis word of hy nie toegelaat word om ander besoldiging as fooitjies van klante te aanvaar nie;
- (k) toesig hou oor die werkverrigting van werknemers algemene dienste, graad II;

en wat die pligte van ’n nagwag kan uitvoer wanneer laasgenoemde weekliks diensvry is ingevolge klousule 6 (3);

“werknemer algemene dienste, graad II” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Sleutels, boodskappe, briewe of pakkette in ontvangs neem of aflewer;
- (b) bagasie, gerei, gereedskap, uitrusting, voedselware of ander artikels dra en/of versit, maar nie etes, drank of verversings na gaste aandra nie;
- (c) boodskappe dra;
- (d) persele, vensters, baddens, wasbakke, toilette, kook-, eet- of drinkgerei, meubels, skoene, en/of ander artikels skoonmaak;
- (e) slaapkamers, badkamers, woonkamers en ander woonvertrekke van die perseel afstof en aan die kant maak;
- (f) vloere, toonbanke, rakke of ander los en vaste toebehore skoonvee, poleer en/of skoonmaak;
- (g) vuilis, as of vuilwater verwyder;
- (h) vrugte of groente skoonmaak, skil of opsnij;
- (i) vleis, vis, pluimvee en ander rou voedselsoorte skoonmaak, sny of berei om dit te kook;
- (j) voedselsoorte massameet en/of afmeet en/of verpak en/of verseël;
- (k) roosterbrood, tee of soortgelyke drank maak;
- (l) vroeë oggendtee of soortgelyke drank of warm water aan gaste bedien;
- (m) beddens opmaak;
- (n) linnegoed en komberse in ontvangs neem, berg, hanteer of heelmaak;
- (o) kledingstukke, material of linnegoed wat aan die werkgewer of die gaste behoort, wasbehandel, was, stryk, pars, stoom, droogskoonmaak of heelmaak;
- (p) gaste se bagasie in- of uitpak;
- (q) blommerangskikkings onder toesig van die huishoudster hanteer en in stand hou;
- (r) waterbottels, bekere en blompotte vol of leeg maak;

(g) the management and conduct of two or more kitchens and the preparation of food therein;

- (h) security;
- (i) the management and conduct of laundry and valet services;
- (j) the maintenance of the premises, plant and equipment;
- (k) the maintenance of furnishing and fittings;
- (l) the management and conduct of the area in which guests arrive or depart;
- (m) the accounts and financial affairs of the establishment;
- (n) the secretarial and business affairs of the establishment;

and who is in charge of one or more employees and is responsible for the efficient performance by them of their duties in connection with the said activity or activities;

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

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

“general services employee, Grade I” means an employee whose occupation is not specifically defined elsewhere in these definitions and who is employed in one or more of the following occupations;

- (a) Attending to the directing and parking of the cars of guests on arrival and departure and who may also collect parking fees;
- (b) policing the premises for the purpose of detecting or preventing misdemeanours and ensuring that unauthorised persons do not enter the premises;
- (c) receiving clothing or other articles from guests or customers for safekeeping in a cloakroom and being responsible for maintaining the cloakroom in a clean and tidy condition;
- (d) delivering liquor, goods, parcels or messages on foot or by means of a manually or foot-propelled vehicle or by a motor-assisted or motor-driven bicycle or scooter with an engine capacity of 50 cm³ or less;
- (e) packing, unpacking and/or sorting bottles;
- (f) stacking and/or removing bottles and boxes or other containers;
- (g) bottling wine under supervision;
- (h) labelling and/or capping or corking containers of liquor;
- (i) washing glasses or bottles;
- (j) working under supervision at a counter from or at which non-alkoholic refreshments and/or food and/or other goods are or served to customers: Provided that such work does not fall within the duties of a barman, barmaid or clerical employee and that he is not required or permitted to accept payment, other than gratuities, from customers;
- (k) supervising the performance of the work of general services employees, grade II;

and who may perform the duties of a night-watchman during the latter's weekly time-off in terms of clause 6 (3);

“general services employee, grade II” means an employee employed in one or more of the following occupations:

- (a) Receiving or delivering keys, messages, letters or parcels;
- (b) carrying and/or moving baggage, utensils, tools, equipment, foodstuffs or other articles, other than carrying meals, liquor or refreshments to guests;
- (c) running errands;
- (d) cleaning premises, windows, baths, wash-basins, toilets; utensils for cooking, eating or drinking; furniture; footwear; and/or other articles;
- (e) dusting or tidying bedrooms, bathrooms, livingrooms and other residential parts of the premises;
- (f) sweeping, polishing and/or cleaning floors, counters, shelves or other fixtures and fittings;
- (g) removing refuse, ashes or slops;
- (h) cleaning, peeling or cutting-up fruit or vegetables;
- (i) cleaning, cutting or preparing meat, fish, poultry and other raw foodstuffs for cooking;
- (j) mass-measuring and/or measuring and/or packing and/or sealing foodstuffs;
- (k) making toast, tea or similar beverages;
- (l) serving early morning tea or similar beverages, or hot water, to guests;
- (m) making beds;
- (n) receiving, storing, handling or repairing linen and blankets;
- (o) laundering, washing, ironing, pressing, steaming, dry-cleaning or mending articles of clothing, fabric or linen belonging to the employer or guests;
- (p) packing or unpacking guests' luggage;
- (q) handling and maintaining flower displays under the supervision of the housekeeper;
- (r) filling or emptying water bottles, jugs and vases;

(s) persele, hul inhoud, bagasie, pakkette of ander artikels bewaak, maar nie persele, geboue, toegange of ander eiendom snags bewaak nie;

(t) die klok of telefoonoproep beantwoord;

(u) handvoertuie stoot of trek;

(v) 'n motorvoertuigdrywer vergesel ten einde hom te help om bagasie, drank of ander goedere te hanteer;

(w) 'n hysbak bedien;

(x) vure maak of in stand hou;

(y) diere of pluimvee versorg;

(z) tuinmaak, d.w.s. onder toesig plant, spit, hark, gras sny, snoei, spreid, meng, natmaak, vervoer;

(aa) tennisbane, rolbalbane of ander sportterreine vir die gebruik van gaste regmaak;

(bb) tuinmeubels uitsit en weer wegsit;

(cc) swem- of sierbaddens skoonmaak en versien;

en wat bagasie en persoonlike besittinge in ontvangs kan neem en/of oppas as die portier ingevolge klousule 6 (3) afwesig is, en/of 'n skakelbordbediener kan aflos as hy of sy tydelik afwesig is;

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

"faktotum" 'n werknemer wat geringe herstelwerk aan meubels, masjinerie of ander uitrusting doen of wat geringe herstel- of opknappingswerk, met inbegrip van verfwerk, aan geboue of kamers doen en stukke vensters, deure, toebehore, loodgieter- en elektriese uitrusting heelmaak, asook 'n werknemer wat paadjies, tuinmure, ens. bou en herstel;

"hoofkroegman" of "hoofkroegvrou" 'n kroegman of kroegvrou, na gelang van die geval, wat aan die hoof staan van en toesig hou oor een of meer kroegmanne en/of kroegvroue en wat daarvoor verantwoordelik is dat hulle pligte gereël word en dat hulle dit op 'n doeltreffende wyse verrig;

"hoofkok" of "hoofsjef" 'n kok of sjef wat aan die hoof staan van en toesig hou oor een of meer koks of sjefs en wat daarvoor verantwoordelik is dat hulle pligte gereël word en dat hulle dit op 'n doeltreffende wyse verrig;

"hoofkelner" of "hoofkelnerin" 'n kelner of 'n kelnerin, na gelang van die geval, wat aan die hoof staan van en toesig hou oor een of meer kelnere en/of kelnerinne en wat daarvoor verantwoordelik is dat hulle pligte gereël word en dat hulle dit op 'n doeltreffende wyse verrig;

"hoofwynkelner" of "hoofwynkelnerin" 'n wynkelner of 'n wynkelnerin, na gelang van die geval, wat aan die hoof staan van en toesig hou oor een of meer wynkelnere en/of wynkelnerinne en wat daarvoor verantwoordelik is dat hulle pligte gereël word en dat hulle dit op 'n doeltreffende wyse verrig;

"huishoudster" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Toesig hou oor die uitrusting en versiening van die slaapkamers, woonkamers en ander gedeeltes van die perseel en/of oor die uitreiking van voorrade;

(b) toesig hou oor die rangskikking van blomme in die openbare vertrekke en/of gaste se slaapkamers;

(c) toesig hou oor die ontvangs, berging, hantering, herstel en/of wasbehandeling van linnegoed;

(d) toesig hou oor die bestelling, ontvangs, berging, uitreiking en hantering van voedselvoorrade en/of die bediening van voedsel uit die kombuis of ander gedeeltes van die perseel waarin dit berei word, nagaan;

"kombuis-assistent" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) 'n Kok bystaan, onder toesig van 'n gekwalifiseerde kok, deur om te sien na die voedselsoorte in die kookproses;

(b) eiers kook en pap maak;

(c) ontbyt klaarmaak vir gaste wat vroeg vertrek;

(d) roomys maak;

(e) roosterbrood, toebröodjies of versnaperinge maak wat deur kelnere of kelnerinne bedien word;

(f) vleis of ander voedselsoorte gaarmaak wat uitsluitlik vir die werknemers van die bedryfsinrigting bedoel is;

(g) die pligte van 'n kok verrig tydens die kok se afwesigheid ingevolge klousule 6 (3);

"Drank- en Verversingsbedryf" die bedryf wat uitgeoefen word in 'n bedryfsinrigting deur persone wat een of meer van die volgende lisensies onder die bepalings van die Drankwet, 1977, hou, naamlik:

'n Restourantdranklisensie;

'n hoteldranklisensie;

'n kantiendranklisensie;

'n wyn-en-bierlisensie;

'n teaterdranklisensie;

'n sportgrondedranklisensie;

'n tydelike dranklisensie;

'n nagtelike geleentheidslisensie;

maar omvat dit nie die werksaamhede wat in die Teekamer, Restourant- en Spyseniersbedryf verrig word nie;

(s) guarding premises, their contents, baggage, parcels or other articles other than guarding premises, buildings, entrances or other property by night;

(t) answering bells or telephone calls;

(u) pushing or pulling any manually propelled vehicle;

(v) accompanying a motor vehicle driver for the purpose of assisting him in the handling of baggage, liquor or other goods;

(w) operating a lift;

(x) making or maintaining fires;

(y) tending animals or poultry;

(z) gardening, i.e. planting under supervision, digging, raking, mowing, trimming, spreading, mixing, watering, transporting;

(aa) preparing tennis courts, bowling greens or other games areas for the use of guests;

(ab) setting-out or gathering-in garden furniture;

(ac) cleaning and servicing swimming or ornamental pools;

and who may receive and/or attend to baggage and personal effects when the porter is absent in terms of clause 6 (3) and/or relieve a switchboard operator during his or her temporary absence;

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

"handyman" means an employee who is employed in making minor repairs to furniture, plant or other equipment or minor repairs or renovations, including painting, to buildings or rooms and the mending of broken windows, doors, fittings, plumbing and electrical equipment and shall include an employee who is employed in the construction and repair of pathways and garden walls and the like;

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

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

"head waiter" or "head waitress" means a waiter or waitress, as the case may be, who is in charge of and supervises one or more waiters and/or waitresses and who is responsible for the regulation and efficient performance by them of their duties;

"head wine steward" or "head wine stewardess" means a wine steward or wine stewardess, as the case may be, who is in charge of and supervises one or more wine stewards and/or wine stewardesses and who is responsible for the regulation and efficient performance by them of their duties;

"housekeeper" means an employee who is employed in one or more of the following occupations:

(a) Supervising the equipment and servicing of bedrooms, living rooms and other parts of the premises, and/or the issuing of stores;

(b) supervising the arrangement of flowers in the public rooms and/or guest bedrooms;

(c) supervising the receiving, storing, handling, repairing and/or laundering of linen;

(d) supervising the ordering, receiving, storing, issuing and handling of food stores and/or checking the service of food from the kitchen or other portions of the premises in which it is prepared;

"kitchen assistant" means an employee employed in one or more of the following occupations:

(a) Assisting a cook, under the supervision of a qualified cook, by attending to foodstuffs in the process of cooking;

(b) cooking eggs and porridge;

(c) cooking breakfasts for early-departing guests;

(d) making ice-cream;

(e) making toast, sandwiches or snacks for service by waiters or waitresses;

(f) cooking meat or other foodstuffs intended for the sole consumption of employees of the establishment;

(g) performing the duties of a cook during the cook's absences in terms of clause 6 (3);

"Liquor and Catering Trade" means the trade carried on in an establishment by persons who hold one or more of the following licences under the provisions of the Liquor Act, 1977, namely:

Restaurant liquor licence;

hotel liquor licence;

bar liquor licence;

wine and malt liquor licence;

theatre or sportsground liquor licence;

late hours occasional licence;

temporary liquor licence;

but shall not include the activities carried on in the Tearoom, Restaurant and Catering Trade";

"bestuurskeueling" 'n werknemer wat vir 'n tydperk van drie jaar in verskillende afdelings van 'n bedryfsinrigting werkzaam is ten einde as hotelbestuurder opgelei te word en wie se indiensneming in 'n bepaalde bedryfsinrigting vir dié doel die Raad se goedkeuring wegdra;

"bestuurder" of "bestuurderes" 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat deur sy of haar werkgever spesifiek belas is met die algemene beheer oor, verantwoordelijkheid vir en reëling van die werksaamhede wat in of in verband met 'n bedryfsinrigting en van die werknemers wat daarin werkzaam is, verrig word, maar nie 'n werknemer wat 'n bestuurder of bestuurderes tydens sodanige persoon se tydelike afwesigheid aflos, 'n direkteur van die maatskappy wat die besigheid dryf of 'n vennoot in die eiendom van die besigheid nie;

"motorvoertuigdrywer" 'n werknemer wat 'n kragaaangedrewe voertuig met meer as twee wiele en 'n enjinkapasiteit van meer as 50 cm³ dryf met die doel om gaste en/of bagasie na of vanaf 'n bedryfsinrigting te vervoer en/of om goedere te vervoer, te trek of af te lever en/of om drank aan klante af te lever; en vir die toepassing van hierdie woordskrywing omvat "dryf" alle tydperke wat daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of om dit te laai of af te laai en alle tydperke wat daar van hom vereis word om ander pligte uit te voer of om gereed te wees om te dryf, maar nie die pligte van 'n portier nie;

"nagportier" 'n portier wie se pligte vir die grootste gedeelte tussen 19h00 en 07h00 die volgende dag val en wat ligte etes of verversings kan berei en aan gaste kan bedien wat laat aankom of vroeg vertrek buite die gewone etenstye van die bedryfsinrigting;

"nagwag" 'n werknemer wie se diensure vir die grootste gedeelte tussen 19h00 en 07h00 die volgende dag val en wat persele, geboue, toegange, voertuie of ander eiendom bewaak en van wie daar benewens vereis kan word, om die pligte van 'n werknemer algemene dienste uit te voer en om aandag aan gaste by hul aankoms of vertrek te bestee en te help om verversings aan hulle te bedien;

"buiteverkoop-assistent" 'n werknemer wat drank en bykomstige artikels verkoop vir verbruik buite die perseel van die bedryfsinrigting;

"buiteverkoop-assistent, gekwalifiseerd," 'n buiteverkoop-assistent met minstens vier jaar ondervinding;

"buiteverkoop-assistent, ongekwalifiseerd," 'n buiteverkoop-assistent met minder as vier jaar ondervinding;

"buiteverkoopbestuurder" of "buiteverkoopbestuurderes" 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat in diens is vir en spesifiek deur sy of haar werkgever belas is met die algemene toesighouding oor, verantwoordelijkheid vir en die reëling van die werksaamhede wat verrig word in of in verband met die verkoop van drank vir verbruik buite die perseel van die bedryfsinrigting;

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

"portier" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Passasiers by treine, vliegtuie of ander voertuie afhaal;
- (b) reël vir die ontvangs, versending of berging van gaste se bagasie;
- (c) kamersleutels in ontvangs neem, uitreik en bewaar;
- (d) kaartjies bekom en/of namens die gaste besprekings doen vir reise, onthale of dergelike vermaaklikhede;
- (e) die skoonmaak van enige gedeelte of gedeeltes van die perseel inspekteer en daarvoor toesig hou;

en wat daarbenewens gaste en/of hul bagasie na 'n bedryfsinrigting en daarvan dan kan vervoer, gaste kan ontvang as die gewone ontvangsklerk afwesig is, telefoonoproep kan beantwoord, 'n skakelbord kan bedien as die gewone bediener afwesig is, boodskappe kan ontvang en aflewer, 'n hysbak kan bedien en kan help om etes of verversings aan gaste te bedien;

"portier, gekwalifiseerd," 'n portier met minstens een jaar ondervinding;

"portier, ongekwalifiseerd," 'n portier met minder as een jaar ondervinding;

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

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

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

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

"management trainee" means an employee who for a period of three years is employed in various departments of an establishment for the purpose of training as an hotel manager and whose employment in a particular establishment, for this purpose, has the approval of the Council;

"manager" or "manageress" means a male or female employee, as the case may be, who is specifically charged by his or her employer with the overall control over, responsibility for and direction of the activities carried on in or in connection with an establishment and of the employees employed therein but does not include an employee who relieves a manager or manageress during such person's temporary absence, a director of the company which operates the business or a partner in the ownership of the business;

"motor vehicle driver" means an employee employed in driving any power-driven vehicle with more than two wheels and an engine capacity exceeding 50 cm³ for the purpose of conveying guests and/or baggage to or from an establishment and/or conveying, hauling or delivering goods and/or delivering liquor to customers; and for the purposes of this definition "driving" shall include all periods of driving and any time spent by the driver on work connected with the vehicle or its loading or unloading and all periods during which he is required to perform other duties or be in readiness to drive but shall not include any of the duties of a porter;

"night porter" means a porter the greater portion of whose duties fall between 19h00 and 07h00 on the following day and who may prepare and serve light meals or refreshments to guests arriving late or departing early outside the normal mealtimes of the establishment;

"night watchman" means an employee the greater portion of whose hours of duty fall between 19h00 and 07h00 on the following day who is employed in guarding premises, buildings, entrances, vehicles or other property and who may in addition be required to perform any of the duties of a general services employee and to attend to arriving or departing guests and assist in the service of refreshments to them;

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

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

"porter" means an employee who is employed in one or more of the following occupations:

- (a) Meeting trains, aircraft or other conveyances;
- (b) arranging for the receipt, despatch or storage of guests' luggage;
- (c) receiving, issuing and safe-guarding room keys;
- (d) obtaining tickets and/or making travel, entertainment or similar reservations on behalf of guests;
- (e) inspecting and supervising the cleaning of any section or sections of the premises;

and who may, in addition, convey guests and/or their luggage to or from an establishment, receive guests in the absence of the regular reception clerk, answer telephone calls, operate a switchboard in the absence of the regular operator, receive and deliver messages, operate a lift and assist in serving meals or refreshments to guests;

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

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

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

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

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

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

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

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

(5) ten opsigte waarvan daar 'n wyn-en-bierdranklisensie of 'n restaurantdranklisensie kragtens die Drankwet, 1977, gehou word wat vir die eerste maal na 17 Mei 1938 verkry is en waarin die vernaamste werksaamhede binne die bestek van paragraaf (1), (2), (3) of (4) val;

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

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

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

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

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

“loon” daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is vir die gewone werkure soos voorgeskryf in klousule 6; en waar 'n werknemer gereeld meer ontvang as die minimum loon wat in klousule 4 voorgeskryf word, moet sodanige ekstra bedrag geag word deel van sy loon te wees;

“kelner” of “kelnerin” 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat tafels dek of afdek, etes of versiersings vir gaste bedien of aandra, slaai, voorgeregte, toe-broodjies, roosterbrood of tee en dergelike drankke berei en wat betaling vir sulke artikels van klante kan ontvang, maar geen ander klas werknemer wat elders in hierdie klousule gemeld word nie selfs al is die bereiding van roosterbrood of die maak en bediening van tee of dergelike drankke deel van sodanige werknemer se pligte, en wat daarbenewens enige van die pligte van 'n wynkelner of 'n wynkelnerin kan uitvoer en/of biljart-tafels en biljartuitrusting kan versorg en onderhou en kan help met die telling hou, afmerk en dergelike take;

“kelner, gekwalifiseerd,” of “kelnerin, gekwalifiseerd,” 'n kelner of 'n kelnerin, na gelang van die geval, met minstens twee jaar ondervinding;

“kelner, ongekwalifiseerd,” of “kelnerin, ongekwalifiseerd,” 'n kelner of 'n kelnerin, na gelang van die geval, met minder as twee jaar ondervinding;

“week” 'n tydperk van sewe dae vanaf Maandag tot en met Sondag;

“wynkelner” of “wynkelnerin” 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat drank, ligte verversings of rookbenodigdhede orals op die perseel bedien, uitgesonderd oor 'n kroeg-, dienskroeg- of buiteverkooptoonbank, wat betaling vir sulke artikels van klante kan ontvang en van wie vereis kan word om die pligte van 'n kelner of 'n kelnerin uit te voer;

“wynkelner, gekwalifiseerd,” of “wynkelnerin, gekwalifiseerd,” 'n wynkelner of 'n wynkelnerin, na gelang van die geval, met minstens twee jaar ondervinding;

“wynkelner, ongekwalifiseerd,” of “wynkelnerin, ongekwalifiseerd,” 'n wynkelner of 'n wynkelnerin, na gelang van die geval, met minder as twee jaar ondervinding.

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

(3) Behoudens klousules 3 en 4 van hierdie Ooreenkoms, word die uitdrukkings “kroegman”, “kroegvrou”, “kok”, “sjef”, “kelner”, “kelnerin”, “wynkelner”, “wynkelnerin” geag 'n “hoofkroegman”, “hoofkroegvrou”, “hoofkok”, “hoofsjeff”, “hoofkelner”, “hoofkelnerin”, “hoofwynkelner”, “hoofwynkelnerin”, na gelang van die geval, in te sluit.

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

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

(5) in respect of which there is held a wine and malt liquor licence or a restaurant liquor licence in terms of the Liquor Act, 1977, first obtained after 17 May 1938, and in which the main activities fall within the scope of paragraph (1), (2), (3) or (4);

but does not include such activities carried on in—

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

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

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

“unladen mass” means the mass of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licenses in respect of motor vehicles;

“wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 6; and where an employee is regularly in receipt of more than the minimum wage prescribed in clause 4, such excess shall be regarded as part of his wage;

“waiter” or “waitress” means a male or female employee, as the case may be, who sets or clears tables, serves or carries meals or refreshments to guests, prepares salads, hors d'oeuvre, sandwiches, toast or tea and similar beverages and who may receive payment from customers for such articles but does not include any other class of employee specified elsewhere in this clause notwithstanding that the preparation of toast or the making and serving of tea and similar beverages may form a portion of such employee's duties, and who may in addition perform any of the duties of a wine steward or wine stewardess and/or care for and maintain billiard tables and billiards equipment and assist in scoring, marking and other like functions;

“waiter, qualified” or “waitress, qualified” means a waiter or waitress, as the case may be, who has had not less than two years' experience;

“waiter, unqualified” or “waitress, unqualified” means a waiter or waitress, as the case may be, who has had less than two years' experience;

“week” means a period of seven days from Monday to Sunday inclusive;

“wine steward” or “wine stewardess” means a male or female employee, as the case may be, who is employed in serving liquor, light refreshments or smoking requisites anywhere on the premises other than over a bar, service-bar or off-sales counter, who may receive payment from customers for such articles and who may be required to perform any of the duties of a waiter or waitress;

“wine steward, qualified” or “wine stewardess, qualified” means a wine steward or wine stewardess, as the case may be, who has had not less than two years' experience;

“wine steward, unqualified” or “wine stewardess, unqualified” means a wine steward or wine stewardess, as the case may be, who has had less than two years' experience.

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

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

4. LONE

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

(a) Werknemers, uitgesonderd deeltydse en los werknemers, gedurende die tydperk eindigende 31 Julie 1979, die loon hierna in kolom I en daarna in kolom II uiteengesit:

Klas werknemer	Per maand	
	Kolom I	Kolom II
	R	R
Bestuurder.....	400	440
Bestuurderes.....	312	343
Assistent-bestuurder.....	295	325
Assistent-bestuurderes.....	203	223
Afdelingsbestuurder.....	233	256
Afdelingsbestuurderes.....	210	231
Buiteverkoopbestuurder.....	356	392
Buiteverkoopbestuurderes.....	303	333
Klerk—		
gedurende eerste jaar ondervinding.....	135	149
gedurende tweede jaar ondervinding.....	192	211
daarna.....	249	274
Portier—		
gedurende eerste jaar ondervinding.....	131	144
daarna.....	180	198
Motorvoertuigdrywer—		
as die onbelaste massa van die voertuig hoogstens 450 kg is.....	131	144
as die onbelaste massa van die voertuig meer as 450 kg is.....	151	166
Buiteverkoopassistent—		
gedurende eerste jaar ondervinding.....	157	173
gedurende tweede jaar ondervinding.....	179	197
gedurende derde jaar ondervinding.....	201	221
gedurende vierde jaar ondervinding.....	223	245
daarna.....	246	271
Kroegman of kroegvrou—		
gedurende eerste ses maande ondervinding.....	260	286
gedurende tweede ses maande ondervinding.....	280	308
daarna.....	300	330
Hoofkroegman of hoofkroegvrou.....	350	385
Kelner of kelnerin—		
gedurende eerste jaar ondervinding.....	131	144
gedurende tweede jaar ondervinding.....	136	150
daarna.....	141	155
Hoofkelner of hoofkelnerin.....	160	176
Wynkelner of wynkelnerin—		
gedurende eerste jaar ondervinding.....	131	144
gedurende tweede jaar ondervinding.....	136	150
daarna.....	141	155
Hoofwynkelner of Hoofwynkelnerin.....	160	176
Kok of sjef—		
gedurende eerste jaar ondervinding.....	131	144
gedurende tweede jaar ondervinding.....	141	155
gedurende derde jaar ondervinding.....	151	166
daarna.....	161	177
Hoofkok of hoofsjef.....	200	220
Faktotum.....	157	173
Huishoudster.....	160	176
Bestuurskwekeling—		
gedurende eerste jaar opleiding.....	150	165
gedurende tweede jaar opleiding.....	175	193
daarna.....	200	220
Nagwag.....	120	132
Kombuisassistent.....	110	121
Werknemer/algemene dienste, graad I.....	110	121
Werknemer/algemene dienste, graad II, man.....	110	121
Werknemer/algemene dienste graad II, vrou.....	100	110

(b) 'n Deeltydse werknemer moet ten opsigte van elke uur van die tydperk waarvoor hy kontrakwerk moet verrig, besoldig word teen minstens een en 'n vyfde maal die uurloon voorgeskryf vir 'n werknemer van dieselfde klas en ondervinding.

(c) 'n Los werknemer moet ten opsigte van elke uur wat hy op 'n dag werk, besoldig word teen minstens een en 'n derde maal die uurloon in paragraaf (a) voorgeskryf, gelees met subklousule (3) (c), vir 'n werknemer (of 'n gekwalifiseerde werknemer waar 'n stygende skaal voorgeskryf word) van dieselfde klas: Met dien verstande dat waar daar van 'n los werknemer vereis word om minder as vier uur op 'n dag te werk, hy geag moet word vier uur te gewerk het.

4. WAGES

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

(a) Employees, other than part-time and casual employees, during the period ending 31 July 1979, as set out in Column I hereunder and thereafter as set out in Column II hereunder:

Class of employee	Per month	
	Column I	Column II
	R	R
Manager.....	400	440
Manageress.....	312	343
Assistant manager.....	295	325
Assistant manageress.....	203	223
Department manager.....	233	256
Department manageress.....	210	231
Off-Sales manager.....	356	392
Off-Sales manageress.....	303	333
Clerical employee—		
during first year of experience.....	135	149
during second year of experience.....	192	211
thereafter.....	249	274
Porter—		
during first year of experience.....	131	144
thereafter.....	180	198
Motor vehicle driver—		
if unladen mass of vehicle does not exceed 450 kg.....	131	144
if unladen mass of vehicle exceeds 450 kg..	151	166
Off-sales assistant—		
during first year of experience.....	157	173
during second year of experience.....	179	197
during third year of experience.....	201	221
during fourth year of experience.....	223	245
thereafter.....	246	271
Barman/Barmaid—		
during first year of experience.....	260	286
during second year of experience.....	280	308
thereafter.....	300	330
Head barman/head barmaid.....	350	385
Waiter/waitress—		
during first year of experience.....	131	144
during second year of experience.....	136	150
thereafter.....	141	155
Head waiter/Head waitress.....	160	176
Wine steward/Wine stewardess—		
during first year of experience.....	131	144
during second year of experience.....	136	150
thereafter.....	141	155
Head wine steward/Head wine stewardess.....	160	176
Cook/Chef—		
during first year of experience.....	131	144
during second year of experience.....	141	155
during third year of experience.....	151	166
thereafter.....	161	177
Head Cook/Head Chef.....	200	220
Handyman.....	157	173
Housekeeper.....	160	176
Management trainee—		
during first year of training.....	150	165
during second year of training.....	175	193
thereafter.....	200	220
Night watchman.....	120	132
Kitchen assistant.....	110	121
General services employee, grade I.....	110	121
General services employee, grade II, male...	110	121
General services employee, grade II, female..	100	110

(b) A part-time employee shall be paid in respect of each hour of the period for which he is contracted to work at the rate of not less than one-and-one-fifth times the hourly wage prescribed for an employee of the same class and experience.

(c) A casual employee shall be paid in respect of each hour worked on any day at a rate not less than one-and-one-third times the hourly wage prescribed in paragraph (a) read with subclause (3) (c) for an employee (or a qualified employee where a rising scale is prescribed) of the same class: Provided that where a casual employee is required to work for less than four hours on any day, he shall be deemed to have worked for four hours.

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

(b) 'n Werknemer wie se diens voor die end van die maand beëindig word, moet ondanks die bepalings van paragraaf (a) teen die dagloon besoldig word vir die getal dae wat hy gewerk het.

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

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon te deel deur die totale getal dae en halfdae wat die werknemer gewoonlik vereis word om in 'n week te werk, met inagneming van die weeklikse diensvry tyd in klousule 6 (3) voorgeskryf.

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

(4) *Differensiële loon*.—'n Werkgewer wat 'n lid van een klas van sy werknemers aansê of toelaat om langer as altesaam een uur op 'n bepaalde dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor daar in subklousule (1) (a) of—

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

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

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

(5) *Etes*.—'n Los werknemer moet die etes ontvang wat binne sy werkeure val, en indien sodanige etes nie verskaf word nie, moet hy in plaas van elk eie en benewens die loon in klousule 4 (1) (c) voorgeskryf, minstens 30c betaal word as hy 'n werknemer/algemene dienste, kombuisassistent of nagwag is, en minstens 50c as hy 'n ander werknemer as 'n werknemer/algemene dienste, kombuisassistent of nagwag is.

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

(7) 'n Werkgewer mag nie die loon verminder nie van 'n werknemer aan wie, op die datum waarop hierdie Ooreenkoms in werking tree of op 'n later datum, 'n hoër loon betaal word as die minimum loon wat in hierdie Ooreenkoms vir sy klas voorgeskryf word, so lank as wat hy vir dieselfde werkgewer bly werk: Met dien verstande dat—

(i) waar kennis soos in klousule 13 (1) voorgeskryf, van 'n verandering in die diensvoorwaardes gegee is en die werknemer daartoe instem om oorsplasing te aanvaar na 'n klas werk waarvoor daar 'n laer minimum loon voorgeskryf is, hierdie bepaling nie van toepassing is nie; en

(ii) dit nie die reg van 'n werkgewer raak om die loon van 'n werknemer te verminder nie waar aan sodanige werknemer 'n tydelike verhoging toegestaan is met die uitdruklike doel om 'n oortreding van die bepalings ten opsigte van getalsverhouding in klousule 10 van hierdie Ooreenkoms te voorkom: Voorts met dien verstande dat die verminderde loon aan sodanige werknemer betaalbaar nie minder mag wees as dié wat hy ontvang het voordat die voornoemde tydelike verhoging aan hom toegestaan is of minder as die minimum loon in hierdie Ooreenkoms voorgeskryf vir 'n werknemer van sy klas en ondervinding nie, en wel die hoogste loon.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens klousule 7 (5), moet alle bedrae wat aan 'n werknemer verskuldig is maandeliks, of weekliks as die werkgewer en die werknemer skriftelik so ooreengekom het, in kontant aan hom betaal word gedurende werkeure op die gewone betaaldag van die bedryfsinrigting en wel, in die geval van maandelikse betaling, voor of om 14h00 op die eerste weekdag van die maand, en vir werknemers/algemene dienste voor of om 14h00 op die derde weekdag van die maand, of by diensbeëindiging as dit voor die

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

(b) An employee whose employment is terminated before the end of any month, shall notwithstanding the provisions of paragraph (a) be paid at the daily rate for the number of days worked.

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

(b) The daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by the total number of days and half-days that the employee is normally required to work in any one week having regard to the weekly time-off prescribed in clause 6 (3).

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

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

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

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

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

(5) *Meals*.—A casual employee shall receive such meals as fall within his working hours and where such meals are not provided he shall be paid, in addition to the wage prescribed in clause 4 (1) (c) an amount of not less than 30c if a general services employee, kitchen assistant or night watchman and not less than 50c if an employee other than a general services employee, kitchen assistant or night watchman, in lieu of each meal.

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

(7) An employer shall not reduce the wages of an employee who, at the time this Agreement comes into operation or at any time thereafter, is paid a wage at a rate higher than the minimum wage prescribed for his class in this Agreement, as long as he continues to work for the same employer: Provided that—

(i) where notice has been given, as prescribed in clause 13 (1), and the employee agrees to accept transfer to a class of work for which a lower minimum wage is prescribed, this provision shall not apply; and

(ii) this shall not affect the right of an employer to reduce the wage of an employee where such employee has been granted a temporary increase for the specific purpose of preventing a contravention of the ratio provisions in clause 10 of this Agreement: Provided further that the reduced wage payable to such employee shall not be less than that which he was receiving prior to being granted the aforesaid temporary increase or less than the minimum wage prescribed in this Agreement for an employee of his class and experience, whichever is the higher.

5. PAYMENT OF REMUNERATION

(1) *An employee other than a casual employee*.—Save as provided in clause 7 (5) any amount due to an employee shall be paid in cash monthly, or, if the employer and employee have agreed thereto, in writing, weekly, during the hours of work on the usual pay-day of the establishment which in the case of monthly payments shall be not later than 14h00 on the first weekday of the month and for general service employees not later than 14h00 on the third weekday of the month, or on termination of employment if this takes place before the usual

gewone betaaldag geskied, en sodanige bedrag moet in 'n koevert of ander omslag wees en vergesel gaan van 'n staat wat wesenlik in die vorm van Aanhangsel A is, en waarop aangedui word hoe die betaalde bedrag bereken is.

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

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

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

(5) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, en die Wet op Bantoe-arbeid, 1964, mag 'n werkgewer nie van sy werknemer vereis om van hom of enige iemand of op enige plek deur hom aangewys, kos en/of inwoning aan te neem nie.

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

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

(b) ledsgeld vir die vakvereniging;

(c) bydraes vir die Raad se fondse;

(d) aftrekkings van bedrae wat 'n werkgewer regtens of kragtens 'n hof met regsbevoegdheid kan of moet betaal aan of ten behoeve van 'n werknemer;

(e) aftrekking van die bedrag van sy besoldiging wat 'n werkgewer aan sy werknemer voorgeskiet het;

(f) aftrekking van die bedrag wat 'n werkgewer aan 'n plaaslike owerheid betaal het ten opsigte van huurgeld vir akkommodasie vir sy werknemer in 'n Bantoe-hotel;

(g) 'n aftrekking ten opsigte van die tydperk van 'n werknemer se afwesigheid van sy werk, behalwe as dit geskied in opdrag of op versoek van sy werkgewer of waar hierdie Ooreenkoms dit andersins toelaat, en dié bedrag mag hoogstens een ses-en-twintigste wees van die gewone loon wat die werknemer toe ontvang het, ten opsigte van elke werkdag wat hy afwesig is;

(h) aftrekkings vir etes en/of akkommodasie soos in subklousule (7) bepaal;

(i) 'n aftrekking in plaas van kennis wat 'n werknemer moet gee voordat hy sy dienste beëindig;

(j) 'n aftrekking (met die skriftelike goedkeuring van die werknemer) van bedrae tot die waarde van een derde van die totale besoldiging wat aan die werknemer verskuldig is ten opsigte van goedere wat vrywillig van die werkgewer gekoop of akkommodasie en etes wat op versoek van die werknemer van die werkgewer verkry is;

(k) behoudens die Raad se toestemming, 'n aftrekking van die bedrag wat die tekort verteenwoordig van geld of goedere wat in die werknemer se beheer was: Met dien verstande dat as die Raad van oordeel is dat enige ander persoon hoegenaamd die geld of goedere kon hanteer waarvoor die werknemer verantwoordelik was, die genoemde werknemer nie vir enige tekort in geld of goedere aanspreeklik gehou mag word nie en dat geen aftrekking ten opsigte van sodanige tekort of regstreeks of onregstreeks van die werknemer se besoldiging gemaak of toegelaat mag word nie: Voorts met dien verstande dat geen aftrekking ingevolge hierdie klousule gemaak mag word nie tensy aansoek om toestemming daartoe by die Raad ingedien is binne 48 uur nadat die tekort ontdek is en voordat sodanige toestemming deur die Raad gegee is nie: Voorts met dien verstande dat 'n aftrekking ingevolge hierdie subklousule nie daartoe mag lei dat die werknemer minder as die helfte van sy gewone besoldiging ontvang vir die maand waarin die aftrekking geskied nie.

(7) *Aftrekkings vir etes en/of inwoning.*—Waar 'n werknemer (uitgesonderd 'n los werknemer) toestem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1944, of die Wet op Bantoe-arbeid, 1964, van hom vereis word om etes en/of inwoning

pay-day; and shall be contained in an envelope or other container and accompanied by a statement substantially in the form of Annexure A showing how the amount paid has been calculated.

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

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

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

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

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

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

(b) subscriptions to the Trade Union;

(c) contributions to the funds of the Council;

(d) deductions of amounts which an employer is permitted or required by law or by order of any competent court to pay for or on behalf of an employee;

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

(f) deduction of any amount which an employer has paid to a local authority in respect of rental for accommodation for his employee in a Bantu hostel;

(g) a deduction in respect of any period of an employee's absence from work other than on the instructions or at the request of his employer, or where otherwise permitted in this Agreement, which deduction shall not exceed one twenty-sixth of the ordinary wage which the employee was receiving at the time, in respect of each working-day that he is absent;

(h) deductions for meals and/or accommodation as provided for in subclause (7);

(i) a deduction in lieu of notice which an employee is required to give before terminating his services;

(j) a deduction (with the employee's written consent) of amounts up to the value of one-third of the total remuneration due to the employee in respect of goods voluntarily purchased, or accommodation and meals received at the request of the employee from the employer;

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

(7) *Deductions for meals and/or lodging.*—Where an employee (other than a casual employee) agrees or in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964, is required to accept meals and/or lodging from his

van sy werkgever te aanvaar, kan 'n aftrekking van sy besoldiging gemaak word van hoogstens die bedrae hieronder aangedui:

	Nagwag, kombuis- assistent, werknemer algemene dienste	Alle ander werknemers
	Per maand	Per maand
	R	R
(i) Inwoning, gedurende die tydperk eindigende 31 Julie 1979.....	10,00	25,00
daarna.....	11,00	27,50
(ii) Etes tydens diens gedurende die tydperk eindigende 31 Julie 1979.....	20,00	25,00
daarna.....	22,00	27,50

Met dien verstande dat—

- die werkgever geen verdere aftrekkings mag maak as 'n werknemer ekstra etes by sy etes ontvang terwyl hy op diens is nie;
- geen aftrekking vir etes gemaak mag word wanneer die bedrag betaalbaar vir, of in plaas van, jaarlikse verlof (klousule 7), siekteverlof (klousule 8) en in plaas van kennis by diensopsegging (klousule 13) geraam word nie;
- dit nie so uitgelê moet word dat 'n aftrekking nie gemaak mag word as 'n werknemer toestem om etes en/of inwoning te aanvaar maar nie daarvan gebruik maak nie.

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

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

Kroegman/Kroegvrou.....	54 uur
Buiterkoop-assistent.....	50 uur
Werknemer algemene dienste, graad II.....	56 uur
Alle ander werknemers.....	55 uur

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

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

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

(3) *Weeklikse diensvrytyd*.—(a) 'n Werkgever moet elke week aan elke werknemer 'n vry dag van minstens 24 aaneenlopende ure toestaan of, op versoek van die werknemer, twee nie-aaneenlopende halfdae van minstens 16 uur elk, beginnende om 14h00 op sy vroegste of eindigende om 16h00 op sy laatste.

Gedurende sodanige vry tydperke mag hy nie sy werknemer aansê of toelaat om enige werk te doen nie, behalwe in 'n noodgeval en mits hy nie sy werknemer aansê of toelaat om meer dikwels as twee maal in een maand gedurende sy vry tyd te werk nie.

Indien die werkgever en die werknemer daartoe ooreenkom, kan sodanige vry tyd of tye ooploop en elke 14 dae in plaas van weeklikse geneem word, of in noodgevalle kan die vry tyd of uitgestel word om dan binne die daaropvolgende vier weke geneem te word, of anders moet die werknemer in plaas daarvan, benewens sy gewone loon, twee maal sy gewone loon betaal word vir elke vry dag of halfdag waarvan geen gebruik gemaak is nie.

(b) Elke kroegman of kroegvrou moet minstens een aand per week vry gegee word vanaf 19h00 op die laatste, benewens enige ander vry tyd waarop hy of sy kragtens paragraaf (a) hiervan geregtig mag wees.

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

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

(5) *Beperking van oortydwerk*.—'n Werkgever mag sy werknemer nie aansê of toelaat om meer as nege uur in een week oortydwerk te verrig nie.

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

employer a deduction may be made from his remuneration not exceeding the amounts specified hereunder:

	Night Watchman, kitchen assistant, general services employee	All other employees
	Per month	Per month
	R	R
(i) Lodging, during the period ending 31 July 1979.....	10,00	25,00
thereafter.....	11,00	27,50
(ii) Meals whilst on duty, during the period ending 31 July 1979.....	20,00	25,00
thereafter.....	22,00	27,50

Provided that—

(a) no further deduction shall be made by the employer when an employee receives meals in addition to his meals whilst on duty;

(b) no deduction for meals shall be made when assessing the amount payable for, or in lieu of, annual leave (clause 7), sick leave (clause 8) and in lieu of notice to terminate employment (clause 13);

(c) it shall not be construed that a deduction may not be made when an employee agrees to accept meals and/or lodging and does not avail himself thereof.

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

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

Barman/Barmaid.....	54 hours
Off-sales assistant.....	50 hours
General services employee, grade II.....	56 hours
All other employees.....	55 hours

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

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

(2) *Meal intervals*.—When an employee is on duty during the meal time of an establishment, his employer shall grant to him during such meal times or within half an hour before or after such meal time an interval of not less than 30 minutes during which such employer shall not require or permit his employee to work, and such meal interval 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 an interval of less than 30 minutes shall be deemed to be continuous.

(3) *Weekly time-off*.—(a) An employer shall, in every week, grant each employee a free day of at least 24 consecutive hours or, at the request of the employee, two non-consecutive half-days of at least 16 hours each beginning not earlier than 14h00 or ending not later than 16h00.

During such free periods he shall not require or permit his employee to perform any work, save in an emergency and provided that he shall not require or permit an employee to work during his free period more often than twice in one month.

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

(b) A barman or barmaid shall be granted at least one evening per week off duty from not later than 19h00 in addition to any time off to which he or she may be entitled in terms of paragraph (a) hereof.

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

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

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

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

'n Eis om oortydbesoldiging verjaar na 'n tydperk van drie jaar, gereken vanaf die jongste datum waarop sodanige oortyd na bewering gewerk is.

(7) *Werkdagbestek*.—Alle werkure en etenspouses moet binne 'n werkdagbestek van 14 uur val, en alle ure wat meer as die werkdagbestek van 14 uur gewerk word, moet teen twee maal die uurloon besoldig word.

(8) *Noodwerk*.—Ondanks andersluidende bepalings in subklousules (2), (3), (5) en (7), is geen beperkings wat deur hierdie subklousules opgelê word op 'n werknemer van toepassing nie terwyl hy in diens is 'n werk wat weens onvoorsiene omstandighede soos storms, brand, 'n ongeluk, gewelddaad, epidemiese siekte, absenteïsme of diefstal en ter wille van die onderhoud van noodsaaklike dienste sonder versuim gedoen moet word.

(9) *Voorbehoudsbepalings*.—(a) Hierdie klousule is nie van toepassing nie op 'n afdelingsbestuurder of 'n afdelingsbestuurderes wie se loon R400 per maand te bowe gaan, en ook nie op 'n buiteverkoopbestuurder, buiteverkoopbestuurderes, assistent-bestuurder, assistent-bestuurderes, bestuurder, bestuurderes of die vrou van 'n bestuurder nie.

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

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

7. JAARLIKSE VERLOF

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

(a) Aan 'n werknemer (uitgesonderd 'n werknemer algemene dienste, graad II), drie agtereenvolgende weke;

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

(2) Aan 'n werknemer wat minstens drie agtereenvolgende jare in dieselfde bedryfsinrigting werksaam was, moet benewens voornoemde verlof ten opsigte van die derde en elke daaropvolgende jaar nog 'n bykomende week verlof per jaar, of volle besoldiging vir een week in plaas daarvan, toegestaan word:

Met dien verstande dat die ekstra verlof, of besoldiging in plaas daarvan, onderskeidelik met een dag verlof of met die besoldiging vir een dag verminder kan word vir elke dag siekteverlof kragtens klousule 8 aan die werknemer toegestaan wat sewe dae te bowe gaan.

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

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

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

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

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Kersdag of, in die geval van 'n werknemer wat uitsluitlik in die buiteverkoopafdeling van 'n bedryfsinrigting in diens is, enige statutêre vakansiedag binne die tydperk van sodanige verlof val, daar in plaas van elke sodanige dag nog 'n dag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk met volle besoldiging teen die loon wat die werknemer ontvang het onmiddellik voor die datum waarop hy op die verlof geregtig geword het;

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

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

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

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

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

Any claim for the payment of overtime shall become prescribed after a period of three years calculated from the latest date such overtime is claimed to have been worked.

(7) *Spreadover*.—All hours of work and meal intervals shall be completed within a spreadover of 14 hours and any hours worked in excess of the 14-hour spreadover shall be compensated at twice the hourly rate of pay.

(8) *Emergency work*.—Notwithstanding anything to the contrary in subclauses (2), (3), (5) and (7) no restrictions imposed by these subclauses shall apply to any employee whilst employed on any work which, owing to unforeseen circumstances such as storms, fire, accident, act of violence, epidemic illness, absenteeism or theft and which, for the maintenance of essential services, must be done without delay.

(9) *Savings*.—(a) The provisions of this clause shall not apply to a department manager or a department manageress whose wage exceeds R400 per month or to an off-sales manager, off-sales manageress, assistant manager, assistant manageress, manager, manageress or the wife of a manager.

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

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

7. ANNUAL LEAVE

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

(a) to an employee (other than a general services employee, grade II) three consecutive weeks' leave;

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

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

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

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

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

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

(iii) if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or, in the case of an employee employed wholly in the off-sales department of an establishment, any statutory Public Holiday falls within the period of such leave another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay at the rate of wage which the employee was receiving immediately before the date of leave becoming due;

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

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

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

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

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

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

besoldig word in plaas van verlof te ontvang, en hy moet vir elke voltooide maand van sodanige tydperk van minder as een jaar minstens soos volg besoldig word:

In die geval van 'n werknemer wat geregtig is op twee weke verlof per jaar—een sesde;

in die geval van 'n werknemer wat geregtig is op drie weke verlof per jaar—een kwart; en

in die geval van 'n werknemer wat geregtig is op vier weke verlof per jaar—een derde;

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

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

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

In die geval van 'n werknemer wat geregtig is op twee weke verlof per jaar—een sesde;

in die geval van 'n werknemer wat geregtig is op drie weke verlof per jaar—een kwart; en

in die geval van 'n werknemer wat geregtig is op vier weke verlof per jaar—een derde;

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

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

(a) afwesig is met verlof kragtens subklousules (1) en (2);

(b) ingevolge die Verdedigingswet, 1957, militêre diens verrig;

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

(d) afwesig is met siekteverlof kragtens klousule 8;

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

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het kragtens Goewermentskennisgewing R. 111 van 17 Januarie 1975 op die datum waarop sodanige werknemer kragtens sodanige ooreenkoms op verlof geregtig geword het;

(ii) in die geval van enige ander werknemer wat voor die datum van inwerking-treding van hierdie Ooreenkoms in diens was en op wie Goewermentskennisgewing R. 111 van 17 Januarie 1975 van toepassing was, maar wat nog nie daarkragtens op verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;

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

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

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

8. SIEKTEVERLOF

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

(a) Na voltooiing van vier maande diens by hom, altesaam 14 werkdag;

(b) na voltooiing van drie agtereenvolgende jare diens by hom, altesaam 24 werkdag;

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

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

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

in the case of an employee entitled to two weeks' annual leave—one sixth;

in the case of an employee entitled to three weeks' annual leave—one fourth; and

in the case of an employee entitled to four weeks' annual leave—one third;

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

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

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

in the case of an employee entitled to two weeks' annual leave—one sixth;

in the case of an employee entitled to three weeks' annual leave—one fourth; and

in the case of an employee entitled to four weeks' annual leave—one third;

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

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

(a) absent on leave in terms of subclauses (1) and (2);

(b) performing military service in pursuance of the Defence Act, 1957;

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

(d) absent on sick leave in terms of clause 8;

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

(i) in the case of an employee who had, before the coming into force of this Agreement, become entitled to leave in terms of Government Notice R. 111 of 17 January 1975 from the date on which such employee became entitled to such leave under such Agreement.

(ii) in the case of any other employee who was in employment before the date of commencement of this Agreement and to whom Government Notice R. 111 of 17 January 1975 applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

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

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

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

8. SICK LEAVE

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

(a) after completion of four months' employment with him, 14 work-days;

(b) after completion of three consecutive years' of employment with him, 24 work-days;

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

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

(3) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer eis ten opsigte van enige afwesigheid van sy werk, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongesteldheid vermeld word.

(4) Indien daar in 'n bedryfsinrigting kragtens 'n ooreenkoms tussen 'n werkgever en sommige van of al sy werknemers, of tussen 'n werkgever en 'n geregistreerde vakvereniging, 'n siekte bystand- of voorsorgfonds bestaan of ingestel word, waartoe die werkgever ten opsigte van elkeen van die werknemers wat voordeel daaruit kan trek, 'n bedrag bydra wat minstens gelyk is aan die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is, en waaruit sodanige werknemer in die geval van afwesigheid van die werk weens ongeskiktheid, in 'n jaar daarop geregtig is om altesaam 'n bedrag gelyk aan sy volle loon vir twee weke te ontvang vir sodanige afwesigheid, op voorwaardes wat wesenlik nie minder gunstig vir die werknemer is as hierdie bepaling nie, is hierdie klousule nie op sodanige werknemers van toepassing nie.

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

(6) Vir die toepassing van hierdie klousule beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallwet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(7) *Voorbehoudsbepaling.*—Hierdie klousule is nie op 'n deeltjse of los werknemer van toepassing nie.

9. OPENBARE VAKANSIEDAE

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

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

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

10. GETALSVIRHOUDING

(1) *Klerk.*—'n Werkgever mag nie 'n ongekwalfiseerde klerk in diens neem nie tensy hy reeds een gekwalfiseerde klerk in diens het en vir elke gekwalfiseerde klerk wat hy in diens het, mag hy hoogstens een ongekwalfiseerde klerk in diens neem.

(2) *Buiteverkoop-assistent.*—'n Werkgever mag nie 'n ongekwalfiseerde buiteverkoop-assistent in diens neem nie tensy hy reeds een gekwalfiseerde buiteverkoop-assistent in diens het, en vir elke gekwalfiseerde buiteverkoop-assistent wat hy in sy diens het, mag hy hoogstens een ongekwalfiseerde buiteverkoop-assistent in diens neem.

(3) *Kroegman en/of kroegvrou.*—'n Werkgever mag nie 'n ongekwalfiseerde kroegman of ongekwalfiseerde kroegvrou in diens neem nie tensy hy reeds een gekwalfiseerde kroegman of gekwalfiseerde kroegvrou in diens het, en vir elke gekwalfiseerde kroegman of gekwalfiseerde kroegvrou wat hy in sy diens het, mag hy hoogstens een ongekwalfiseerde kroegman of ongekwalfiseerde kroegvrou in diens neem.

(4) *Kok en kombuis-assistent.*—'n Werkgever mag nie 'n ongekwalfiseerde kok of sjef of 'n kombuis-assistent in diens neem nie tensy hy reeds een gekwalfiseerde kok of sjef in diens het, en vir elke gekwalfiseerde of ongekwalfiseerde kok of sjef mag hy hoogstens een kombuis-assistent in diens neem.

(5) *Portier.*—'n Werkgever mag nie 'n ongekwalfiseerde portier in diens neem nie tensy hy een gekwasifiseerde portier in sy diens het, en hoogstens twee ongekwalfiseerde portiers kan vir elke drie gekwalfiseerde portiers in diens geneem word.

(6) *Kelner en/of kelnerin.*—'n Werkgever mag nie 'n ongekwalfiseerde kelner of kelnerin in diens neem nie tensy hy reeds een gekwalfiseerde kelner of kelnerin in diens het, en hoogstens twee ongekwalfiseerde kelners of ongekwalfiseerde kelnerinne kan vir elke drie gekwalfiseerde kelners of gekwalfiseerde kelnerinne in diens geneem word.

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

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

(4) Where in any establishment there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of the employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such employee and out of which fund such employee is in case of absence or absences from work on account of incapacity, entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence or absences in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees.

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

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

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

9. PUBLIC HOLIDAYS

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

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

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

10. PROPORTION OR RATIO

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

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

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

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

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

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

(7) Vir die toepassing van hierdie klousule—

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

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

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

(d) deeltydse en los werknemers mag nie as werknemers gereken word nie.

11. SPESIALE KLERE

(1) Behoudens subklousule (2), moet 'n werkgewer wat van sy werknemer vereis om spesiale klere te dra terwyl hy op diens is, sodanige klere kosteloos verskaf, skoonmaak, wasbehandel en onderhou en sodanige klere bly die eiendom van die werkgewer.

(2) As 'n werkgewer van sy los werknemer vereis om spesiale klere te dra, moet hy aan hom, benewens sy loon, 'n bedrag van minstens 50c per dag of deel van 'n dag betaal as sodanige klere deur die werknemer verskaf word.

(3) Vir die toepassing van hierdie klousule beteken "spesiale klere" 'n aandpak, wit pak, swart, wit of anderkleurige baadjie en/of broek, pet, voorskoot, oorpak of ander onderskeidende of beskermende klere.

12. OPLEIDING VAN WERKNEMERS

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

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

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

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

13. BEEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer mag te eniger tyd gedurende die eerste week in diens die diens sonder kennisgewing beëindig. Ná die eerste week en voordat drie maande diens verloop het, moet die kennisgewing van diensbeëindiging deur die werkgewer of die werknemer minstens 24 uur wees. Ná die eerste drie maande diens moet die kennisgewing van diensbeëindiging deur die werkgewer of die werknemer minstens soos volg wees:

(a) In die geval van werknemers wat ingevolge hul beroep drak aan klante moet verkoop of bedien—48 uur;

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

(c) In die geval van werknemers met een week maar hoogsens drie maande diens—een dag se besoldiging;

(d) in die geval van werknemers in subklousule (1) (a) gemeld—twee dae se besoldiging;

(7) For the purposes of this clause—

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

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

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

(d) Part-time and casual employees shall not be deemed to be employees.

11. SPECIAL CLOTHING

(1) Save as is provided in subclause (2), an employer who requires his employee to wear special clothing whilst he is on duty shall supply, clean, launder and maintain such clothing free of charge and such clothing shall remain the property of the employer.

(2) Whenever a casual employee is required by his employer to wear special clothing he shall be paid in addition to his wage an amount of not less than 50c per day or part of a day if such clothing is supplied by the employee.

(3) For the purposes of this clause, "special clothing" shall mean a dress suit, white suit, black, white or other coloured jacket and/or trousers, cap, apron, overall or other distinctive or protective clothing.

12. TRAINING OF EMPLOYEES

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

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

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

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee may terminate the employment without notice at any time during the first week of employment. After the first week and before three months of employment have elapsed the notice of termination of employment to be given by the employer or the employee shall not be less than 24 hours. After the first three months of employment the notice of termination of employment to be given by the employer or the employee shall not be less than—

(a) in the case of employees whose occupation requires them to sell or serve liquor to customers—48 hours;

(b) in the case of all other employees—seven days;

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

(c) in the case of employees with one week's but not more than three months' service—one day's pay;

(d) in the case of employees referred to in subclause (1) (a)—two days' pay;

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

Met dien verstande dat hierdie bepalinge nie die volgende raak nie:

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

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

(2) *Drosterij*.—'n Werknemer wat na die mening van die Raad opsetlik sy diens verlaat het met die doel om nie daarheen terug te keer nie en in stryd met die bepalinge van subklousule (1) hiervan is nie op die pro rata-verlofbesoldiging wat hom kragtens klousule 7 (6) toekom, geregtig nie, en sy werkgewer mag, uit geld wat hy ooreenkomstig sekere bepalinge van hierdie Ooreenkoms aan sodanige werknemer verskuldig is, die bedrag in plaas van kennisgewing in subklousule (1) (c), (d) of (e) voorgeskryf, vir homself toe-eien.

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

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

(5) Waar 'n werknemer se dienste deur die werkgewer beëindig word en hy binne 21 dae weer deur dieselfde werkgewer in diens geneem word, word sy diens vir die toepassing van hierdie Ooreenkoms geag ononderbroke te wees.

14. DIENSREKORD

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

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

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

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

15. VRYSTELLINGS

(1) Behoudens die voorbehoude bepalinge van artikel 51 (3) van die Wet, kan die Raad om 'n afdoende rede vrystelling verleen van enige van die bepalinge van hierdie Ooreenkoms.

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

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

(a) Die volle naam van die betrokke persoon;

(b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop sodanige vrystelling verleen is; en

(d) die tydperk waarin sodanige vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle vrystellingssertifikate wat uitgereik word, in volgorde nummer;

(b) 'n afskrif van elke vrystellingssertifikaat wat uitgereik word, bewaar; en

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

16. REGISTERS, OPGAWES EN BYDRAES

(1) Elke werkgewer moet 'n register byhou van die ure wat elke werknemer elke dag werk en van die oortydwerk (in ure en breuke van 'n uur) wat hy of sy elke week verrig, tesame met 'n loonregister in die vorm voorgeskryf deur die Raad, wat 'n

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

Provided that this shall not effect—

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

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

(2) *Desertion*.—Any employee who in the opinion of the Council has wilfully left his employment with no intention of returning to it and in contravention of subclause (1) hereof shall not be entitled to any pro rata leave remuneration which may have accrued to him in terms of clause 7 (6), and his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement the amount prescribed in lieu of notice in subclause 1 (c), (d) or (e).

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

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

(5) Where the services of an employee are terminated by the employer and he is re-employed by the same employer within 21 days he shall be deemed to have had unbroken service for purposes of this Agreement.

14. RECORDS OF SERVICE

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

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

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

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

15. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemption from any of the provisions of the Agreement for any good and sufficient reason.

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

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

(a) the full name of the person concerned;

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

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

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

(4) The Secretary of the Council shall—

(a) number consecutively all licences of exemption issued;

(b) retain a copy of each licence of exemption issued; and

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

16. RECORDS, RETURNS AND CONTRIBUTIONS

(1) Every employer shall keep up-to-date a record of the hours worked by each employee each day and of his or her overtime (in hours and fractions of an hour) worked each week, together with a Wage Register in the form prescribed by the Council,

maandelikse register in drievoud moet bevat van die lone wat betaal is en ander besonderhede ten opsigte van alle persone wat by hom in diens is. Sodanige loon- en tydregister moet ter insae beskikbaar gestel en bewaar word op die wyse in artikel 57 van die Wet op Nywerheidsversoenings, Wet 28 van 1956, voorgeskryf vir die inspeksie en bewaring van die registers van ingevolge die Wet bygehou moet word.

(2) Elke werkgewer moet 30c per maand aftrek van die loon van elke werknemer (uitgesonderd 'n los werknemer) wat gedurende daardie maand by hom in diens was. By hierdie bedrag moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag, tesame met die oorspronklike en 'n duplikaatafskrif van die register vir daardie maand, soos voorgeskryf in subklousule (1), aan die Raad stuur sodat dit die Raad se kantoor by Kruisstraat 49, Johannesburg, voor of op die sewende dag van die daaropvolgende maand bereik.

(3) Die Raad kan, op versoek van 'n werkgewer, en indien hy daarvan oortuig is dat al die besonderhede wat ingevolge subklousules (1) en (2) vereis word, verstrek en gereedlik ter insae beskikbaar gestel is, daardie werkgewer magtig om die maandelikse register by te hou en die maandelikse opgawe, op te stel in 'n ander vorm wat deur die Raad goedgekeur is.

17. AGENTE

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

18. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD

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

19. LIDMAATSKAP VAN DIE VAKVERENIGING EN VAN DIE WERKGEWERSORGANISASIE

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

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

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

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

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

(d) op 'n bestuurder, bestuurderes, assistent-bestuurder, assistent-bestuurderes, afdelingsbestuurder, afdelingsbestuurderes, buiterverkoopbestuurder, buiterverkoopbestuurderes en bestuurskwekeling;

(e) op 'n klerk wie se loon R250 per maand te bowe gaan;

(f) op deeltydse en los werknemers.

20. LEDEGELD VIR VAKVERENIGING EN WERKGEWERSORGANISASIE

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

containing a monthly record, in triplicate, of wages paid and other details in respect of all persons employed by him. Such Wage Register and time records shall be made available for inspection and be retained in the same manner as prescribed in section 57 of the Industrial Conciliation Act (Act 28 of 1956) for the inspection and retention of the records required to be kept under the Act.

(2) Every employer shall deduct 30c per month from the wages of each employee (other than a casual employee) who has been in his employ during that month. To this amount the employer shall add an equal amount and shall forward the total sum, together with the original and a duplicate copy of the record for that month as prescribed in subclause (1), to reach the office of the Council at 49 Kruis Street, Johannesburg, not later than the seventh day of the following month.

(3) The Council may, on application from an employer and if it is satisfied that all the details required in terms of subclauses (1) and (2) are provided and readily available for inspection, authorise that employer to keep the monthly record and make the monthly return in some other form approved by the Council.

17. AGENTS

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

18. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

19. UNION AND ASSOCIATION MEMBERSHIP

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

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

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

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

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

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

(e) to a clerical employee whose wage exceeds R250 per month;

(f) to part-time and casual employees.

20. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

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

(b) 'n Werkgewer wat deur die vakvereniging skriftelik meegedeel is dat een of meer van sy werknemers agterstallig is met gelde wat aan die vereniging verskuldig is, moet hoogstens drie maande se agterstallige gelde, met inbegrip van gelde vir die lopende maand, van die besoldiging van sodanige werknemer aftrek en die bedrae aldus afgetrek op die wyse in subklousule (1) (a) voorgeskryf aan die vakvereniging stuur.

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

21. BESTAANDE KONTRAKTE

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

22. VERBODE INDIENSNEMING

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

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

23. KENNISGEWINGS

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

24. ULTRA VIRES

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

25. UITLEG VAN OOREENKOMS

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

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

Namens die partye op hede die 25ste dag van April 1978 in Johannesburg onderteken.

J. J. HOFFMANN, Voorsitter.

M. KAGAN, Ondervoorsitter.

W. A. SMITH, Sekretaris.

AANHANGSEL A

[Betaalstaat ooreenkomstig klousule 5 (1)]

Naam van werknemer.....
Beroep.....
Tydperk waarvoor besoldiging betaal word.....

	R	c
Getal oortydure gewerk:		
Gewone loon.....		
Besoldiging vir oortydwerk.....		
Bonus.....		
Besoldiging in plaas van diensopsegging.....		
Vakansiebesoldiging.....		
Ander.....		
Totaal.....	R	

	R	c
Aftekings:		
Inwoning en/of etes.....		
W.V.F.....		
L.B.S.....		
Nywerheidsraadsheffing.....		
Pensioenfondse.....		
Ledegelde.....		
Geleentheidsafwesigheid.....		
Voorskotte.....		
Totale aftekings.....	R	
Netto bedrag hiermee betaal.....	R	
Naam van werkgewer (of bedryfsinrigting).....		

(b) An employer who has been notified in writing by the trade union that one or more of his employees is in arrears with dues to the union shall deduct such arrears not exceeding three months, inclusive of the current dues, from the remuneration due to such employee, and shall remit amounts so deducted in the manner prescribed in subclause (1) (a).

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

21. EXISTING CONTRACTS

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

22. PROHIBITED EMPLOYMENT

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

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

23. NOTICES

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

24. ULTRA VIRES

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

25. INTERPRETATION OF AGREEMENT

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

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

Signed at Johannesburg on behalf of the parties this 25th day of April 1978.

J. J. HOFFMAN, Chairman.

M. KAGAN, Vice-Chairman.

W. A. SMITH, Secretary.

ANNEXURE A

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

Employee's name.....
Occupation.....
Period for which remuneration is made.....

	R	c
Number of overtime hours worked:		
Ordinary wage.....		
Overtime pay.....		
Bonus.....		
Pay in lieu of notice.....		
Holiday pay.....		
Other.....		
Total.....	R	

	R	c
Deductions:		
Lodging and/or meals.....		
U.I.F.....		
P.A.Y.E.....		
Ind. Council levy.....		
Pension fund.....		
Subscriptions.....		
Casual absences.....		
Advances.....		
Total deductions.....	R	
Net amount paid herewith.....	R	
Employer's name (or establishment).....		

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