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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 539 23 Maart 1979

WET OP NYWERHEIDSVERSOENING, 1956
DRANK- EN SPYSENIERSBEDRYF, DURBAN.—
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 Spyseniërsbedryf betrekking het, met ingang van 1 April 1979 en vir die tydperk wat op 31 Desember 1981 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (4) (e), 19, 20, 21 en 24, met ingang van 1 April 1979 en vir die tydperk wat op 31 Desember 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; en

(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 (4) (e), 19, 20, 21 en 24, met ingang van 1 April 1979 en vir die tydperk wat op 31 Desember 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

8107—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 539 23 March 1979

INDUSTRIAL CONCILIATION ACT, 1956
LIQUOR AND CATERING TRADE, DURBAN.—
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 April 1979 and for the period ending 31 December 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 (4) (e), 19, 20, 21 and 24, shall be binding, with effect from 1 April 1979 and for the period ending 31 December 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 April 1979 and for the period ending 31 December 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (e), 19, 20, 21 and 24, shall *mutatis mutandis* be binding upon all Blacks employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

6369—1

BYLAE
NYWERHEIDSRaad VIR DIE DRANK- EN
SPYSENIERSBEDRYF, DURBAN
OOREENKOMS

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

Hotel and Bottle Store Association of Durban
and District

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

Natal 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 Spyseniersbedryf, Durban.

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SCHEDULE
INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, DURBAN
AGREEMENT

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

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

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

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

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1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die gebied binne 'n straal van 16,09 km vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermetskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het) en in daardie gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 17,7 km vanaf die Hoofposkantoor, Durban, val.

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

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag tot 31 Desember 1981 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

(1) "Wet" die Wet op Nywerheidsversoening, 1956; "rekenmeester"—kyk "boekhouer" (8);

(2) "agent" 'n persoon deur die Raad aangestel om inspeksies uit te voer en in die algemeen te help met die uitvoering van enige ooreenkoms wat deur die partye by die Raad aangegaan word;

(3) "assistent-bestuurder" 'n werknemer wat 'n bestuurder by die uitvoering van sy pligte bystaan en wat in sy afwesigheid namens hom mag optree: Met dien verstande dat, vir die doel van hierdie omskrywing, bestuurder 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid omvat of 'n vennoot of eienaar wat gereeld die pligte van 'n bestuurder uitvoer;

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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 area within a radius of 16,09 km of the General Post Office, Durban, but within the Magisterial District of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi) and in those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of 17,7 km from the General Post Office, Durban.

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

2. PERIOD OF OPERATION

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

3. DEFINITIONS

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

(1) "Act" means the Industrial Conciliation Act, 1956; "accountant"—see "bookkeeper" (8).

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

(3) "assistant manager" means an employee who assists a manager in the performance of his duties and who may act for him in his absence: Provided that, for the purpose of this definition, manager includes a director of a limited liability company or a partner or proprietor who regularly performs the duties of a manager;

(4) "kroegman" 'n werknemer, uitgesonderd 'n wynkelner of kelner, wat drank oor die toonbank of vanuit 'n kroeg in 'n bedryfsinrigting verkoop;

(5) "kroegman, gekwalifiseer," 'n kroegman met minstens twee jaar ondervinding as kroegman: Met dien verstande dat ondervinding as 'n wynkelner vir drie jaar of langer, geag moet word as een jaar ondervinding as 'n kroegman;

(6) "kroegman, ongekwalifiseer," 'n kroegman met minder as twee jaar ondervinding as kroegman: Met dien verstande dat ondervinding as 'n wynkelner vir langer as drie jaar as een jaar ondervinding as 'n kroegman geag moet word;

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

(8) "boekhouer/rekenmeester" 'n werknemer wat in besit is van 'n sertifikaat wat deur die Raad goedgekeur is en rekeningboeke tot op die proefbalansstadium byskryf;

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

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

(11) "nasienklerk" 'n werknemer wat die bewysstukke van 'n bedryfsinrigting nasien vir korrektheid en hulle liasseer, maar dit sluit nie die ontvangs of hantering van kontant of enige ander vorm van klerklike werk in nie;

(12) "nasienklerk, gekwalifiseer," 'n nasienklerk met minstens twee jaar ondervinding as sodanig;

(13) "nasienklerk, ongekwalifiseer," 'n nasienklerk met minder as twee jaar ondervinding as sodanig;

(14) "klerk" 'n werknemer wat skryf- of tikwerk doen, kontant ontvang of hanteer of enige vorm van klerklike werk verrig, en sluit dit 'n ontvangsdame in, maar nie enige ander klas werknemer wat elders in hierdie Ooreenkoms omskryf word nie ondanks die feit dat klerklike werk deel van sodanige werknemer se pligte kan uitmaak;

(15) "klerk, gekwalifiseer," 'n klerk met minstens twee jaar ondervinding as sodanig;

(16) "klerk, ongekwalifiseer," 'n klerk met minder as twee jaar ondervinding as sodanig;

(17) "deurwagter" 'n manlike werknemer wat verantwoordelik is vir die ingang van 'n bedryfsinrigting om seker te maak dat net persone wat deur die werkgever gemagtig is die perseel betree;

(18) "kok" 'n werknemer, uitgesonderd 'n leerlingkok, 'n algemenedienstewerknemer, roosterbediener, proviandkamerwerknemer of kelner wat betrokke is by enige werksaamheid in verband met die bereiding of die gaarmaak van kos;

(19) "kok, gekwalifiseer," 'n kok met minstens twee jaar ondervinding as sodanig: Met dien verstande dat 'n werknemer wat minstens een jaar as kok opgelei is aan 'n opvoedkundige inrigting wat deur die Raad erken word, geag moet word 'n gekwalifiseerde kok te wees na een jaar ondervinding as kok;

(20) "Raad" die Nywerheidsraad vir die Drank- en Spsieniersbedryf, Durban, geregistreer ingevolge artikel 19 van die Wet;

(21) "dagloon" in die geval van—

(a) werknemers in buiteverkope, faktotums, wasserymanne en wasserywerkers, die weekloon gedeel deur vyf en 'n half;

(b) alle ander werknemers, uitgesonderd los werknemers, die weekloon gedeel deur ses;

(22) "dag" 'n tydperk van 24 agtereenvolgende ure wat om middernag begin en eindig, uitgesonderd in die geval van nagwerkers ten opsigte van wie "dag" 'n tydperk van 24 agtereenvolgende ure beteken wat om 12h00 begin en eindig;

(23) "noodwerk" enige werk wat weens onvoorsiene omstandighede soos storms, brand ongelukke, geweldpleging, epidemiese siekte of diefstal, onverwyld gedoen moet word om noodsaaklike dienste in stand te hou;

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

(5) "barman, qualified," means a barman who has had not less than two years' experience as a barman: Provided that experience as a wine steward for three years or longer shall be deemed to be one year's experience as a barman;

(6) "barman, unqualified," means a barman who has had less than two years' experience as a barman: Provided that experience as a wine steward for more than three years shall be deemed to be one year's experience as a barman;

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

(8) "bookkeeper/accountant" means an employee who is in possession of a certificate approved by the Council and is engaged in writing up books of accounts to trial balance;

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

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

(11) "checking clerk" means an employee who is engaged checking the correctness of and filing the vouchers of an establishment, but does not include receiving or handling of cash or any other form of clerical work;

(12) "checking clerk, qualified," means a checking clerk who has had not less than two years' experience as such;

(13) "checking clerk, unqualified," means a checking clerk who has had less than two years' experience as such;

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

(15) "clerical employee, qualified," means a clerical employee who has had not less than two years' experience as such;

(16) "clerical employee, unqualified," means a clerical employee who has had less than two years' experience as such;

(17) "commissionaire" means a male employee who is in charge of the main entrance of an establishment to ensure that only persons authorised by the employer enter the premises;

(18) "cook" means an employee, other than a learner cook, general service employee, griller, still-room employee or waiter, who is engaged in any operation in the preparation or cooking of food;

(19) "cook, qualified," means a cook who has had not less than two years' experience as such: Provided that an employee who has had not less than one year's training as a cook at an educational institution recognised by the Council shall be deemed to be a qualified cook after one year's experience as a cook;

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

(21) "daily wage" means in the case of—

(a) employees in off-sales, handymen, laundrymen and laundryhands, the weekly wage divided by five and a half;

(b) all other employees, excluding casual employees, the weekly wage divided by six;

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

(23) "emergency work" means any work which, owing to unforeseen circumstances such as storms, fire, accident, acts of violence, epidemic illness or theft, must be done without delay in order to maintain essential services;

(24) "werknemer" iemand in diens van 'n werkgever of wat vir hom werk en wat besoldiging ontvang of geregtig is om dit te ontvang, en het "in diens" en "diens" ooreenstemmende betekenis;

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

(26) "ondervinding" die totale tydperk wat 'n werknemer voor of na die datum van inwerkingtreding van hierdie Ooreenkoms werksaam was in die Drank- en Spyseniersbedryf in die beroep waarin hy in diens is: Met dien verstande dat—

(a) vir die toepassing van die omskrywing van—

(i) "buiterverkoopsassistent, gekwalifiseer," en "buiterverkoopsassistent, ongekwalifiseer," ondervinding beteken die totale tydperk wat 'n werknemer as 'n buiterverkoopsassistent en in 'n drankwinkel werksaam was;

(ii) "klerk, gekwalifiseer," en "klerk, ongekwalifiseer," ondervinding beteken die totale tydperk wat 'n werknemer as klerk in enige bedryf werksaam was;

(b) een jaar ondervinding as leerlingkelner geag moet word een jaar ondervinding as leerlingwynkelner te wees;

(c) die bewyslas van vorige ondervinding op die werknemer rus wat sodanige bewys binne twee maande vanaf die datum van sy indiensneming deur die nuwe werkgever moet voorlê;

(27) "algemenedienstewerknemer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Help met die ontvangs en/of heemaak van huislinne;

(b) 'n faktotum bystaan;

(c) voedsel, met inbegrip van bereide voedsel op 'n skinkbord, bagasie, pakkette, gerei of ander artikels dra;

(d) diere, skoel, meubels, persele, gerei, voertuie of ander artikels skoonmaak;

(e) rou voedsel vir die gaarmaak daarvan, skoonmaak, sny en berei;

(f) maaltye vir die personeel gaarmaak;

(g) goedere te voet aflewer of deur middel van 'n voet- of handvoertuig of 'n krag- of motoraangedrewe fiets met 'n enjin kapasiteit van hoogstens 50 cm³;

(h) kamers of ander dele van 'n bedryfsinrigting afstof of aan die kant maak;

(i) tuinwerk;

(j) persele, die inhoud daarvan, bagasie, pakkette of ander artikels bewaak;

(k) artikels was en stryk, was, stryk of pars en wasgoed hanteer;

(l) beddens opmaak;

(m) vure maak en/of aan die brand hou;

(n) roosterbrood, tee, koffie, kakao en dergelike drank maak;

(o) 'n diens- of goederehyser bedien;

(p) bottels verpak en/of sorteer;

(q) ligte maaltye berei;

(r) goedere ontvang;

(s) afval verwyder;

(t) vroeë-oggend-tee, -koffie, -kakao of dergelike drank aan gaste bedien;

(u) kiste en ander artikels opstapel;

(v) diere en pluimvee versorg;

(w) onder toesig van 'n kok aandag skenk aan voedsel terwyl dit gaargemaak word;

(x) boodskappe ontvang en doen; en

(y) motorvoertuie skoonmaak, motorhuispersele bedags bewaak en motorstaanplekke vir drywers aanwys;

(28) "roosterbediener" 'n werknemer wat—

(a) roostergerigte berei, vis, aartappelskyfies of eiers bak of gaarmaak;

(b) hamburgers, worsbroodjies of ander dergelike voedsel by die bereiding waarvan 'n oop rooster gebruik word, maak of gaarmaak;

(c) rooster- en ander toebroodjies maak;

(d) voorafverpakte bevrore voedsel verhit;

(e) die bereide voedsel in (a), (b), (c) en (d) hierbo genoem, asook koue bereide voedsel, bereide slaai en slaai-souse, broedies, gekookte vleis en/of groente op borde plaas of in houters gered om aan gaste te besorg;

(f) 'n roomysuiter, sodapomp, en/of halfoutomatiese masjien bedien;

(24) "employee" means any person employed by, or working for any employer and receiving, or being entitled to receive any remuneration, and "employed" and "employment" shall have corresponding meanings;

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

(26) "experience" means the total period of employment in the Liquor and Catering Trade which an employee has had before or subsequent to the date of the commencement of this Agreement in the occupation in which he is employed: Provided that—

(a) for the purposes of the definition of—

(i) "off-sales attendant, qualified," and "off-sales attendant, unqualified," experience means the total period of employment an employee has had as an off-sales attendant and in a bottle store;

(ii) "clerical employee, qualified," and "clerical employee, unqualified," experience means the total period of employment an employee has had as a clerical employee in any trade;

(b) one year's experience as a learner waiter shall be deemed to be one year's experience as a learner wine steward;

(c) the onus of proof of past experience shall be upon the employee who shall produce such proof within two months from the date of his engagement by the new employer;

(27) "general service employee" means an employee engaged in one or more of the following operations:

(a) Assisting in receiving and/or mending household linen;

(b) assisting a handyman;

(c) carrying foodstuffs, including prepared food on a tray, luggage, parcels, utensils or other articles;

(d) cleaning animals, footwear, furniture, premises, utensils, vehicles or other articles;

(e) cleaning, cutting and preparing raw foodstuffs for cooking;

(f) cooking meals for staff;

(g) delivering goods on foot or by means of a foot- or hand-propelled vehicle or a motor-assisted or motor-driven bicycle with an engine capacity not exceeding 50 cm³;

(h) dusting or tidying any rooms or other parts of an establishment;

(i) gardening work;

(j) guarding premises, their contents, luggage, parcels or other articles;

(k) laundering, washing, ironing or pressing articles and handling laundry;

(l) making beds;

(m) making and/or maintaining fires;

(n) making toast, tea, coffee, cocoa and similar beverages;

(o) operating a service or goods lift;

(p) packing and/or sorting bottles;

(q) preparing light meals;

(r) receiving goods;

(s) removing refuse;

(t) serving early morning tea, coffee, cocoa or similar beverages to guests;

(u) stacking cases and other articles;

(v) tending animals and poultry;

(w) under the supervision of a cook attending to foodstuffs in the process of cooking;

(x) receiving messages and running errands; and

(y) cleaning motor vehicles, guarding garage premises by day and directing drivers to parking bays;

(28) "griller" means an employee who is engaged in—

(a) preparing grills, frying or cooking fish, chipped potatoes or eggs;

(b) making or cooking hamburgers, hot dogs or any other similar foodstuffs in the preparation of which an open grill is used;

(c) making toasted and other sandwiches;

(d) heating pre-packaged frozen foods;

(e) placing the prepared food mentioned in (a), (b), (c) and (d) above and cold prepared foods, prepared salads and salad dressings, stews, boiled meats and/or vegetables on plates or in containers ready for conveyance to guests;

(f) operating an ice-cream dispenser, soda fountain and/or semi-automatic machine;

(29) "vaktotum" 'n werknemer wat self, of wat aan die hoof staan van ander personeel wat, geringe herstelwerk aan meubels, installasies of ander uitrusting doen en wat geringe herstel- of opknappingswerk aan geboue kan doen en van wie daar daarbenewens vereis kan word om verwerk te verrig;

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

(31) "hoofkok" 'n gekwalifiseerde kok wat algemene toesig het oor—

- (a) die kombuis of kombuise in 'n bedryfsinrigting;
- (b) een of meer gekwalifiseerde kokke;
- (c) die kombuispersoneel in daardie bedryfsinrigting;

en wat daarvoor verantwoordelik is dat sodanige werknemers hul pligte op 'n doeltreffende wyse uitvoer;

(32) "hoofportier" 'n portier wat aan die hoof staan van vier of meer portiers;

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

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

(35) "hotelkwekeling" 'n werknemer in diens in die verskillende afdelings van 'n bedryfsinrigting vir bestuursonpleiding en van wie se indiensneming as kwekeling in 'n bepaalde bedryfsinrigting die Raad in die eerste plek in kennis gestel is;

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

(37) "huishoudster" 'n werknemer wat spesifiek aangestel is om leiding te gee aan die werk van algemenedienstewerkmers of toesig daaroor te hou en wat daarbenewens enigeen van die pligte van 'n algemenedienstewerkmern kan verrig;

(38) "kombuistoeshouer" 'n werknemer wat toesig hou oor ander werknemers wat in die kombuis van 'n bedryfsinrigting werk en wat in bevel kan wees van kombuisvoorrade en die bestelling van kosvoorrade;

(39) "wasserywerker" 'n algemenedienstewerkmern wat uitsluitlik of hoofsaaklik in 'n wassery in 'n bedryfsinrigting in diens is;

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

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

(a) kok, minder as twee jaar is: Met dien verstande dat minstens een jaar opleiding as 'n kok by 'n opvoedkundige inrigting wat deur die Raad erken word vir die toepassing van hierdie omskrywing geag word een jaar ondervinding te wees;

(b) proviandkamerwerknemer, minder as twee jaar is: Met dien verstande dat enige tydperk van ondervinding as 'n leerlingkelner, leerlingwynkelner, gekwalifiseerde kelner en gekwalifiseerde wynkelner vir die toepassing van hierdie omskrywing geag word ondervinding te wees;

(c) kelner of wynkelner, minder as twee jaar is: Met dien verstande dat minstens een jaar opleiding as kelner of wynkelner by 'n opvoedkundige inrigting wat deur die Raad erken word, geag word een jaar ondervinding te wees: Voorts met dien verstande dat, vir die toepassing van die omskrywing van wynkelner, een jaar opleiding as wynkelner ook geag word ondervinding as leerlingkelner te wees;

(42) "Drank- en Spyseniersbedryf" of "Bedryf" die Bedryf wat uitgeoefen word in of in verband met 'n bedryfsinrigting ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit, een of meer van die volgende lisensies kragtens die Drankwet, 1977, soos gewysig, gehou word, nl.:

- (a) Restaurantdranklisensie;
- (b) hoteldranklisensie;
- (c) kantienlisensie uitgereik ingevolge die Drankwet, 1928;
- (d) wyn-en-bierlisensie;
- (e) teater- of sportgronde-dranklisensie;
- (f) tydelike dranklisensie;
- (g) geleentheidslisensie;
- (h) maaltjydwyn-en-bierlisensie; en
- (i) spesiale magtiging kragtens artikel 23 (1);

(29) "handyman" means an employee who is engaged in and is in charge of other staff making minor repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings and who may in addition be required to do painting;

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

(31) "head cook" means a qualified cook who is in overall charge of—

- (a) the kitchen or kitchens in an establishment;
- (b) one or more qualified cooks;
- (c) the kitchen staff in that establishment;

and who is responsible for the efficient performance by such employees of their duties;

(32) "head porter" means a porter who is in charge of four or more porters;

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

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

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

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

(37) "housekeeper" means an employee who is specifically appointed to direct or supervise the work of general service employees and who may in addition perform any of the duties of a general service employee;

(38) "kitchen supervisor" means an employee who is in charge of other employees who are employed in the kitchen of an establishment and who may be in charge of kitchen stores and ordering of provisions;

(39) "laundryhand" means a general service employee who is wholly or mainly employed in a laundry in an establishment;

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

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

(a) a cook, less than two years, save that any training as a cook of not less than one year at an educational institution recognised by the Council shall, for the purposes of this definition, be deemed to be one year's experience;

(b) a still-room employee, less than two years, save that any period of experience as a learner waiter, learner wine steward, qualified waiter and qualified wine steward shall, for the purposes of this definition, constitute experience;

(c) a waiter or wine steward, less than two years, save that any training as a waiter or wine steward of not less than one year at an educational institution recognised by the Council shall be deemed to be one year's experience: Provided that one year's training as a wine steward shall be deemed to be experience as a learner waiter for the purposes of the definition of wine steward;

(2) "Liquor and Catering Trade" or "Trade" means the Trade carried on in or in connection with any establishment in respect of which there is held for the sale of liquor therein, thereon or therefrom, one or more of the following licences under the Liquor Act, 1977, or any amendment thereto, namely:

- (a) Restaurant liquor licence;
- (b) hotel liquor licence;
- (c) bar licence issued under the provisions of the Liquor Act, 1928;
- (d) wine and malt liquor licence;
- (e) theatre or sports ground liquor licence;
- (f) temporary liquor licence;
- (g) occasional licence;
- (h) meal time wine and malt licence; and
- (i) special authority under section 23 (1);

(43) "bestuurder" 'n werknemer, uitgesonderd 'n assistent-bestuurder, 'n restaurantbestuurder, 'n buitewerkoopsbestuurder, 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid en 'n vennoot, wat belas is met die—

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

die werksaamhede in 'n bedryfsinrigting en die werknemers daarin;

(44) "motorvoertuig" 'n kragaangetrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³ wat gebruik word om goedere te vervoer, en omvat dit 'n voorhaker of bestelwa;

(45) "motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat die dryf van 'n motorvoertuig alle tydperke waarin daar gedryf word asook alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf;

(46) "nagportier" 'n werknemer, uitgesonderd 'n algemene-dienstewerknemer, nagwag, skakelbordoperateur en 'n kelner wie se werksaamhede grotendeels binne die ure 19h00 en 07h00 val en wat gaste snags ontvang en hul bagasie na en vanuit 'n bedryfsinrigting besorg, van wie daarbenewens vereis kan word om 'n telefoon te beantwoord en 'n telefoonskakelbord te bedien en wat ook verversings aan gaste kan bedien;

(47) "nagwag" 'n werknemer wat een of meer van die volgende werksaamhede verrig: Persele, geboue, hekke of ander eiendom snags bewaak, meubels en skoeisel poleer en skoonmaak, persele skoonmaak, vure aan die brand steek en wat daarbenewens verversings aan gaste kan bedien;

(48) "buitewerkoopsassistent" 'n werknemer wat drank vir gebruik buite die gelisensieerde perseel verkoop;

(49) "buitewerkoopsassistent, gekwalifiseer," 'n buitewerkoopsassistent met minstens twee jaar ondervinding;

(50) "buitewerkoopsassistent, ongekwalifiseer," 'n buitewerkoopsassistent met minder as twee jaar ondervinding;

(51) "buitewerkoopsbestuurder" 'n werknemer, uitgesonderd 'n assistent-bestuurder, bestuurder, 'n restaurantbestuurder, 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid en 'n vennoot, wat aan die hoof staan van die buitewerkoopsafdeling van 'n bedryfsinrigting en wat belas is met die algemene—

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

die werksaamhede in en die werknemers van so 'n buitewerkoopsafdeling;

(52) "hoteljoggie" 'n werknemer, uitgesonderd 'n algemene-dienstewerknemer, portier en kelner, wat boodskappe doen, briewe, boodskappe of pakkette aflewer, klokkes beantwoord, bagasie dra, 'n hyser bedien, en wat daarbenewens telefoonoprope kan beantwoord;

(53) "deeltydse werknemer" 'n werknemer, uitgesonderd 'n los werknemer, wat by die week of maand vir hoogstens vyf werkeure per dag in die permanente diens van 'n bedryfsinrigting in diens is;

(54) "portier" 'n manlike werknemer, uitgesonderd 'n algemene-dienstewerknemer, 'n motorvoertuigdrywer, 'n hoteljoggie en 'n kelner, wat treine, vliegtuie, skepe, motorbusse of enige ander vorm van vervoer inwag, reëlings tref vir gaste en hul bagasie om na en van 'n bedryfsinrigting geneem te word en wat daarbenewens die bedryfsinrigting se voertuie kan dryf, boodskappe of pakkette kan ontvang of aflewer en kan help met die bediening van etes of verversings aan gaste;

(55) "loon" ook besoldiging vir oortydwerk, besoldiging in plaas van kos en/of inwoning, besoldiging vir reistoelae en vir uniformtoelae;

(56) "restaurantbestuurder" 'n werknemer, uitgesonderd 'n assistent-bestuurder, 'n bestuurder, 'n buitewerkoopsbestuurder, 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid en 'n vennoot, wat aan die hoof staan van 'n bedryfsinrigting wat nie huisvesting vir loseerders verskaf nie en wat belas is met die algemene—

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

die werksaamhede in en die werknemers van sodanige bedryfsinrigting;

(43) "manager" means an employee other than an assistant manager, a restaurant manager, off-sales manager, a director of a limited liability company and a partner, who has—

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

the activities in an establishment and the employees therein;

(44) "motor vehicle" means any power driven vehicle with an engine capacity exceeding 50 cm³ used for conveying goods and includes a mechanical horse or van;

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

(46) "night porter" means an employee, other than a general service employee, night-watchman, switchboard operator and a waiter, the greater portion of whose duties fall within the hours of 19h00 and 07h00 and who is engaged in receiving guests at night, attending to their baggage to and from an establishment, who may, in addition, be required to answer a telephone, operate a telephone switchboard and serve refreshments to guests;

(47) "night-watchman" means an employee who is engaged in one or more of the following occupations: Guarding premises, buildings, gates or other property by night, polishing and cleaning furniture and footwear, cleaning premises, lighting fires and who may, in addition, serve refreshments to guests;

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

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

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

(51) "off-sales manager" means an employee, other than an assistant manager, manager, a restaurant manager, a director of a limited liability company and a partner, who is in charge of the off-sales department of an establishment and who has overall—

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

the activities in and the employees of such off-sales;

(52) "page" means an employee, other than a general service employee, porter and waiter, who is engaged in running errands, delivering letters, messages or parcels, answering bells, carrying luggage, operating a lift and who may, in addition, answer telephone calls;

(53) "part-time employee" means an employee, other than a casual employee, who is employed by the week or month in the permanent employ of an establishment for not more than five hours of work per day;

(54) "porter" means a male employee, other than a general service employee, a motor vehicle driver, a page and a waiter, who is engaged in meeting trains, airplanes, ships, motor buses or any other form of transport, arranging for guests and their luggage to be taken to and from the establishment and who may, in addition, drive the establishment's vehicles, receive or deliver messages or parcels and assist in serving meals or refreshments to guests;

(55) "rate" includes payment for overtime, payment in lieu of board and/or lodging, payment for travelling allowance and for uniform allowance;

(56) "restaurant manager" means an employee, other than an assistant manager, a manager, off-sales manager, a director of a limited liability company and a partner, who is in charge of an establishment which does not provide accommodation for lodgers and who has overall—

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

the activities in and the employees of such establishment;

(57) "spesiale funksie" 'n bepaalde gebeurtenis of geleentheid, met inbegrip van 'n banket, konferensie, dans, uitstalling, onthaal, seminaar, vertoning of dergelike gebeurtenis of geleentheid;

(58) "werkdagbestek" die tydperk in 'n bepaalde dag, vanaf die tydstop waarop die werknemer begin werk tot die tyd dat hy ophou werk vir die dag;

(59) "proviandkamerwerknemer" 'n werknemer, uitgesonderd 'n leerlingkok, kok, roosterbediener, algemenedienstewerknemer, leerlingkelner of gekwalifiseerde kelner, wat roosterbrood, toebroodjies, versnaperings, tee, koffie, kakao en dergelike drankke maak en dit aan kelners oorhandig vir bediening aan gaste;

(60) "proviandkamerwerknemer, gekwalifiseer," 'n proviandkamerwerknemer met minstens twee jaar ondervinding as sodanig;

(61) "magasynman" 'n werknemer wat voorrade in 'n bedryfsinrigting aankoop, ontvang, uitreik en beheer, werksaamhede in verband daarmee verrig en wat verantwoordelik is vir sodanige voorrade;

(62) "magasynman, gekwalifiseer," 'n magasynman met minstens twee jaar ondervinding as magasynman;

(63) "magasynman, ongekwalifiseer," 'n magasynman met minder as twee jaar ondervinding as magasynman;

(64) "skakelbordoperateur" 'n werknemer wat 'n telefoonskakelbord bedien en klerklike werk in verband daarmee verrig;

(65) "fooi" 'n kontantbedrag wat 'n klant vrywillig en regstreeks aan 'n werknemer gee, benewens die bedrag wat die klant moet betaal;

(66) "onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van so 'n motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewielmotorfiets, bromponie of bromfiets of 'n trapfiets met 'n hulpmotor, die onbelaste massa geag word hoogstens 450 kg te wees;

(67) "klerebediende" 'n werknemer wat artikels volgens fatsoen stryk, pars, stoom of droogskoonmaak en wat daarbenevens werk mag verrig wat uit sy beroep voortvloei deur geringe herstelwerk en verstellings aan sodanige artikels te doen;

(68) "loon" dié gedeelte van die besoldiging wat in die vorm van geld betaalbaar is ten opsigte van die gewone werke van 'n werknemer in kousule 7 bedoel en soos vir hom voorgeskryf in kousule 4 of, waar 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werke gereeld 'n hoër bedrag betaal as die wat voorgeskryf is, sodanige hoër bedrag;

(69) "kelner" 'n werknemer wat tafels dek, voedsel aan gaste bedien, klokkes beantwoord, biljarttellings aanteken, sodanige ander dienste verrig as wat nodig is vir die gemak en gerief van gaste, voorgeregte en ligte verversings berei, en wat gevra kan word om die pligte van 'n wynkelner te verrig;

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

(71) "weekloon" die maandloon voorgeskryf in kousule 4 (1) gedeel deur vier en 'n derde;

(72) "wynkelner" 'n werknemer, uitgesonderd 'n kroegman, wat drank aan klante bedien en wat betaling vir drank mag ontvang, en niemand mag as leerlingwynkelner in diens geneem word nie, tensy hy minstens 12 maande ondervinding as leerlingkelner het;

(73) "wynkelner, gekwalifiseer," 'n wynkelner met minstens twee jaar ondervinding as 'n wynkelner of kelner.

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

4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit: Met dien verstande dat—

(i) 'n leerling wat 'n vaardigheidsertifikaat besit van 'n opvoedkundige inrigting wat deur die Raad erken word, geregtig is op 'n loonsverhoging van 10 persent by voorlegging van sodanige sertifikaat; en

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

(57) "special function" means a specific event or occasion, including a banquet, conference, dance exhibition, reception, seminar, show or similar event or occasion;

(58) "spreadover" means the period in any day from the time the employee begins work to the time when he finishes work for the day;

(59) "still-room employee" means an employee, other than a learner cook, cook, griller, general service employee, learner waiter or qualified waiter, engaged in making toast, sandwiches, snacks, tea, coffee, cocoa and similar beverages and handing such to waiters to be served to guests;

(60) "stil-room employee, qualified," means a still-room employee who has had not less than two years' experience as such;

(61) "storeman" means an employee who is engaged in purchasing, receiving, issuing and controlling stores in an establishment, performing operations related thereto and who is responsible for such stores;

(62) "storeman, qualified," means a storeman who has had not less than two years' experience as a storeman;

(63) "storeman, unqualified," means a storeman who has had less than two years' experience as a storeman;

(64) "switchboard operator" means an employee who is engaged in operating a telephone switchboard and in performing clerical work connected therewith;

(65) "tip" means an amount in cash given voluntarily and directly to an employee by the customer in addition to the amount which the customer has to pay;

(66) "unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two-wheeled or three-wheeled motor cycle, motor scooter or auto cycle or a cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 450 kg;

(67) "valet" means an employee who is engaged in ironing, pressing, steaming or dry-cleaning articles to shape and who may, in addition, as work incidental to his occupation, carry out minor repairs and alterations to such articles;

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

(69) "waiter" means an employee engaged in laying and setting tables, serving food to guests, answering bells, marking billiards, performing such other services as the comfort and convenience of guests may require, preparing hors d'oeuvres and light refreshments and who may be called upon to perform the duties of a wine steward;

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

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

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

(73) "wine steward, qualified," means a wine steward who has had not less than two years' experience as a wine steward or waiter.

(B) For the purposes of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder: Provided that—

(i) a learner holding a certificate of competency from an educational institution recognised by the Council shall be entitled upon production of such certificate to an increase of 10 per cent in the wage; and

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

LOONSKAAL TOT 31 DESEMBER 1979

	Per maand	Per week	Per dag	Per uur	Verlof- besoldi- ging pro rata per week
Assistent-bestuurder.....	R 250,00	R 57,74	R 9,62	R —	R 5,25
Kroegman:					
Gekwalifiseer.....	242,00	55,89	9,31	1,03	3,99
Wat twee jaar of langer ononderbroke diens as kroegman by dieselfde werkgewer voltooi het—ten opsigte van pro rata-verlofbesoldiging....	—	—	—	—	4,66
Ongekwalfiseer—					
eerste jaar ondervinding.....	130,00	30,02	5,00	0,56	2,15
tweede jaar ondervinding.....	165,00	38,11	6,35	0,71	2,72
Boekhouer/Rekenmeester.....	242,00	55,89	9,31	1,03	3,42
Kassier.....	140,00	32,33	5,39	0,60	1,98
Nasienklerk:					
Gekwalifiseer.....	105,00	24,25	4,04	0,45	1,48
Ongekwalfiseer—					
eerste jaar ondervinding.....	63,00	14,55	2,42	0,27	0,89
tweede jaar ondervinding.....	73,00	16,86	2,81	0,31	1,03
Klerk:					
Gekwalifiseer.....	155,00	35,80	5,97	0,66	2,19
Ongekwalfiseer—					
eerste jaar ondervinding.....	85,00	19,63	3,27	0,36	1,20
tweede jaar ondervinding.....	100,00	23,10	3,85	0,43	1,41
Deurwagter.....	120,00	27,71	4,62	0,51	1,70
Kok:					
Gekwalifiseer.....	155,00	35,80	5,97	0,66	2,19
Ongekwalfiseer—					
eerste jaar ondervinding.....	85,00	19,63	3,27	0,36	1,20
tweede jaar ondervinding.....	95,00	21,94	3,66	0,41	1,34
Algemenedienstewerknemer.....	90,00	20,79	3,46	0,38	0,83
Wat een jaar of langer ononderbroke diens by dieselfde werkgewer voltooi het—ten opsigte van pro rata-verlofbesoldiging.....	—	—	—	—	1,27
Roosterbediener.....	95,00	21,94	3,66	0,41	1,34
Faktotum.....	140,00	32,33	5,88	0,67	1,98
Hoofkroegman.....	320,00	73,90	12,32	1,37	5,28
Wat twee jaar of langer ononderbroke as kroegman diens by dieselfde werkgewer voltooi het—ten opsigte van pro rata-verlofbesoldiging....	—	—	—	—	6,16
Hoofkok.....	210,00	48,50	8,08	0,90	2,97
Hoofportier.....	190,00	43,88	7,31	0,81	2,69
Hoofkelner/Hoofwynkelner.....	162,00	37,41	6,24	0,69	2,29
Hotelkwekeling.....	125,00	28,87	4,31	0,53	1,77
Huishoudster.....	140,00	32,33	5,39	0,60	1,98
Kombuistoeshouder.....	125,00	28,87	4,81	0,53	1,77
Wasserywerker.....	90,00	20,79	3,78	0,43	0,83
Wat een jaar of langer ononderbroke diens by dieselfde werkgewer voltooi het—ten opsigte van pro rata-verlofbesoldiging.....	—	—	—	—	1,27
Wasseryman.....	130,00	30,02	5,46	0,63	1,84
Bestuurder.....	367,00	84,76	14,13	—	7,71
Motorvoertuigdrywer:					
As die onbelaste massa van die motorvoertuig—					
(a) hoogstens 450 kg is.....	100,00	23,09	3,85	0,43	1,41
(b) meer as 450 kg is.....	116,00	26,79	4,46	0,50	1,64
Nagportier.....	145,00	33,49	5,58	0,62	2,05
Nagwag.....	90,00	20,79	3,46	0,35	1,27
Buiteverkoopsassistent:					
Gekwalifiseer.....	210,00	48,50	8,82	1,01	2,97
Ongekwalfiseer—					
eerste jaar ondervinding.....	120,00	27,71	5,04	0,58	1,70
tweede jaar ondervinding.....	150,00	34,64	6,30	0,72	2,12
Buiteverkoopsbestuurder.....	250,00	57,74	9,62	—	5,25
Hoteljoggie.....	60,00	13,86	2,31	0,26	0,85
Portier.....	130,00	30,02	5,00	0,56	1,84
Restourantbestuurder.....	250,00	57,74	9,62	—	5,25
Proviantkamerwerknemer:					
Gekwalifiseer.....	130,00	30,02	5,00	0,56	1,84
Ongekwalfiseer—					
eerste jaar ondervinding.....	65,00	15,01	2,50	0,28	0,92
tweede jaar ondervinding.....	75,00	17,32	2,89	0,32	1,06
Magasynman:					
Gekwalifiseer.....	150,00	34,64	5,77	0,64	2,12
Ongekwalfiseer—					
eerste jaar ondervinding.....	85,00	19,63	3,27	0,36	1,20
tweede jaar ondervinding.....	100,00	23,10	3,85	0,43	1,41
Skakelbordoperateur.....	130,00	30,02	5,00	0,56	1,84
Klerebediende.....	130,00	30,02	5,00	0,56	1,84
Kelner/Wynkelner:					
Gekwalifiseer.....	140,00	32,33	5,39	0,60	1,98
Ongekwalfiseer—					
eerste jaar ondervinding.....	70,00	16,17	2,70	0,30	0,99
tweede jaar ondervinding.....	80,00	18,48	3,08	0,34	1,13

WAGE SCALE UNTIL 31 DECEMBER 1979

	Per month	Per week	Per day	Per hour	Holiday pay pro rata per week
	R	R	R	R	R
Assistant manager.....	250,00	57,74	9,62	—	5,25
Barman:					
Qualified.....	242,00	55,89	9,31	1,03	3,99
Who has completed as a barman two or more years' continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	4,66
Unqualified—					
first year of experience.....	130,00	30,02	5,00	0,56	2,15
second year of experience.....	165,00	38,11	6,35	0,71	2,72
Bookkeeper/Accountant.....	242,00	55,89	9,31	1,03	3,42
Cashier.....	140,00	32,33	5,39	0,60	1,98
Checking clerk:					
Qualified.....	105,00	24,25	4,04	0,45	1,48
Unqualified—					
first year of experience.....	63,00	14,55	2,42	0,27	0,89
second year of experience.....	73,00	16,86	2,81	0,31	1,03
Clerical employee:					
Qualified.....	155,00	35,80	5,97	0,66	2,19
Unqualified—					
first year of experience.....	85,00	19,63	3,27	0,36	1,20
second year of experience.....	100,00	23,10	3,85	0,43	1,41
Commissionaire.....	120,00	27,71	4,62	0,51	1,70
Cook:					
Qualified.....	155,00	35,80	5,97	0,66	2,19
Unqualified—					
first year of experience.....	85,00	19,63	3,27	0,36	1,20
second year of experience.....	95,00	21,94	3,66	0,41	1,34
General service employee.....	90,00	20,79	3,46	0,38	0,83
Who has completed one or more years' continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	1,27
Griller.....	95,00	21,94	3,66	0,41	1,34
Handyman.....	140,00	32,33	5,88	0,67	1,98
Head barman.....	320,00	73,90	12,32	1,37	5,28
Who has completed as a barman two or more years' continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	6,16
Head cook.....	210,00	48,50	8,08	0,90	2,97
Head porter.....	190,00	43,88	7,31	0,81	2,69
Head waiter/Wine steward.....	162,00	37,41	6,24	0,69	2,29
Hotel trainee.....	125,00	28,87	4,31	0,53	1,77
Housekeeper.....	140,00	32,33	5,39	0,60	1,98
Kitchen supervisor.....	125,00	28,87	4,81	0,53	1,77
Laundryhand.....	90,00	20,79	3,78	0,43	0,83
Who has completed one or more years' continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	1,27
Laundryman.....	130,00	30,02	5,46	0,63	1,84
Manager.....	367,00	84,76	14,13	—	7,71
Motor vehicle driver:					
If the unladen mass of the vehicle—					
(a) does not exceed 450 kg.....	100,00	23,09	3,85	0,43	1,41
(b) exceeds 450 kg.....	116,00	26,79	4,46	0,50	1,64
Night porter.....	145,00	33,49	5,58	0,62	2,05
Night-watchman.....	90,00	20,79	3,46	0,35	1,27
Off-sales attendant:					
Qualified.....	210,00	48,50	8,82	1,01	2,97
Unqualified—					
first year of experience.....	120,00	27,71	5,04	0,58	1,70
second year of experience.....	150,00	34,64	6,30	0,72	2,12
Off-sales manager.....	250,00	57,74	9,62	—	5,25
Page.....	60,00	13,86	2,31	0,26	0,85
Porter.....	130,00	30,02	5,00	0,56	1,84
Restaurant manager.....	250,00	57,74	9,62	—	5,25
Still-room employee:					
Qualified.....	130,00	30,02	5,00	0,56	1,84
Unqualified—					
first year of experience.....	65,00	15,01	2,50	0,28	0,92
second year of experience.....	75,00	17,32	2,89	0,32	1,06
Storeman:					
Qualified.....	150,00	34,64	5,77	0,64	2,12
Unqualified—					
first year of experience.....	85,00	19,63	3,27	0,36	1,20
second year of experience.....	100,00	23,10	3,85	0,43	1,41
Switchboard operator.....	130,00	30,02	5,00	0,56	1,84
Valet.....	130,00	30,02	5,00	0,56	1,84
Waiter/Wine steward:					
Qualified.....	140,00	32,33	5,39	0,60	1,98
Unqualified—					
first year of experience.....	70,00	16,17	2,70	0,30	0,99
second year of experience.....	80,00	18,48	3,08	0,34	1,13

Los werknemers:	R	Casual employees:	R
Kroegman—per dag of gedeelte daarvan.....	10	Barman—per day or part thereof.....	10
Kelner/Wynkelner—		Waiter/Wine steward—	
minder as vier uur.....	4	less than four hours.....	4
vier uur of langer.....	6	more than four hours.....	6
Alle ander los werknemers:		All others:	
1/26ste van maandloon vir elke dag of gedeelte daarvan gewerk.		1/26th of monthly wage for each day or part thereof worked.	
Deeltydse werknemers:		Part-time employees:	
Driekwart van die voorgeskrewe loon.		Three-quarters of the prescribed wage.	

LOONSKAAL MET INGANG VAN 1 JANUARIE 1980

	Per maand	Per week	Per dag	Per uur	Verlof- besoldi- ging pro rata per week
	R	R	R	R	R
Assistent-bestuurder.....	265,00	61,20	10,20	—	5,56
Kroegman:					
Gekwalifiseer.....	260,00	60,05	10,00	1,11	4,29
Wat twee jaar of langer ononderbroke diens as kroegman by dieselfde werkgever voltooi het—ten opsigte van pro rata-verlofbesoldiging....	—	—	—	—	5,00
Ongekwalifiseer—					
eerste jaar ondervinding.....	143,00	33,03	5,50	0,61	2,36
tweede jaar ondervinding.....	180,00	41,57	6,93	0,77	2,97
Boekhouer/Rekenmeester.....	265,00	61,20	10,20	1,13	3,75
Kassier.....	152,00	35,10	5,85	0,65	2,15
Nasienklerk:					
Gekwalifiseer.....	115,00	26,56	4,43	0,49	1,63
Ongekwalifiseer—					
eerste jaar ondervinding.....	69,00	15,94	2,66	0,30	0,98
tweede jaar ondervinding.....	82,00	18,94	3,16	0,35	1,16
Klerk:					
Gekwalifiseer.....	170,00	39,26	6,54	0,73	2,40
Ongekwalifiseer—					
eerste jaar ondervinding.....	95,00	21,94	3,66	0,41	1,34
tweede jaar ondervinding.....	110,00	25,40	4,23	0,47	1,56
Deurwagter.....	130,00	30,02	5,00	0,56	1,84
Kok:					
Gekwalifiseer.....	165,00	38,11	6,35	0,71	2,33
Ongekwalifiseer—					
eerste jaar ondervinding.....	90,00	20,79	3,46	0,38	1,27
tweede jaar ondervinding.....	103,00	23,79	3,96	0,44	1,46
Algemenedienstewerknemer.....	95,00	21,94	3,66	0,41	0,88
Wat een jaar of langer ononderbroke diens by dieselfde werkgever voltooi het—ten opsigte van pro rata-verlofbesoldiging.....	—	—	—	—	1,34
Roosterbediener.....	103,00	23,79	3,96	0,44	1,46
Faktotum.....	150,00	34,64	6,30	0,72	2,12
Hoofkroegman.....	345,00	79,68	13,28	1,48	5,69
Wat twee jaar of langer ononderbroke diens as kroegman by dieselfde werkgever voltooi het—ten opsigte van pro rata-verlofbesoldiging....	—	—	—	—	6,64
Hoofkok.....	225,00	51,96	8,66	0,96	3,18
Hoofportier.....	205,00	47,34	7,89	0,88	2,90
Hoofkelner/Hoofwynkelner.....	172,00	39,72	6,62	0,74	2,43
Hotelkwekeling.....	135,00	31,18	5,20	0,58	1,91
Huishoudster.....	150,00	34,64	5,77	0,64	2,12
Kombuistoetsighouer.....	135,00	31,18	5,20	0,58	1,91
Wasserywerker.....	95,00	21,94	3,66	0,41	0,88
Wat een jaar of langer ononderbroke diens by dieselfde werkgever voltooi het—ten opsigte van pro rata-verlofbesoldiging.....	—	—	—	—	1,34
Wasseryman.....	140,00	32,33	5,88	0,67	1,98
Bestuurder.....	400,00	92,38	15,40	—	8,40
Motorvoertuigdrywer:					
As die onbelaste massa van die motorvoertuig—					
(a) hoogstens 450 kg is.....	105,00	24,25	4,04	0,45	1,48
(b) meer as 450 kg is.....	125,00	28,87	4,81	0,53	1,77
Nagportier.....	155,00	35,80	5,97	0,66	2,19
Nagwag.....	95,00	21,94	3,66	0,37	1,34
Buiteverkoopsassistent:					
Gekwalifiseer.....	225,00	51,96	9,45	1,08	3,18
Ongekwalifiseer—					
eerste jaar ondervinding.....	130,00	30,02	5,46	0,63	1,84
tweede jaar ondervinding.....	160,00	36,95	6,72	0,77	2,26
Buiteverkoopsbestuurder.....	265,00	61,20	10,20	1,13	5,56
Hoteljoggie.....	65,00	15,01	2,50	0,28	0,92
Portier.....	140,00	32,33	5,39	0,60	1,98
Restourantbestuurder.....	265,00	61,20	10,20	1,13	5,56
Proviandkamerwerknemer:					
Gekwalifiseer.....	140,00	32,33	5,39	0,60	1,98
Ongekwalifiseer—					
eerste jaar ondervinding.....	70,00	16,17	2,69	0,30	0,99
tweede jaar ondervinding.....	80,00	18,48	3,08	0,34	1,13

	Per maand	Per week	Per dag	Per uur	Verlof- besoldi- ging pro rata per week
	R	R	R	R	R
Magasynman:					
Gekwalifiseer.....	160,00	36,95	6,16	0,68	2,26
Ongekwalifiseer—					
eerste jaar ondervinding.....	90,00	20,79	3,46	0,38	1,27
tweede jaar ondervinding.....	105,00	24,25	4,04	0,45	1,48
Skakelbordoperateur.....	140,00	32,33	5,39	0,60	1,98
Klerebediende.....	140,00	32,33	5,39	0,60	1,98
Kelner/Wynkelner:					
Gekwalifiseer.....	150,00	34,65	5,77	0,64	2,12
Ongekwalifiseer—					
eerste jaar ondervinding.....	75,00	17,32	2,89	0,32	1,06
tweede jaar ondervinding.....	85,00	19,63	3,27	0,36	1,20

WAGE SCALE WITH EFFECT FROM 1 JANUARY 1980

	Per month	Per week	Per day	Per hour	Holiday pay pro rata per week
	R	R	R	R	R
Assistant manager.....	265,00	61,20	10,20	—	5,56
Barman:					
Qualified.....	260,00	60,05	10,00	1,11	4,29
Who has completed as a barman two or more years' continuous employ- ment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	5,00
Unqualified:					
first year of experience.....	143,00	33,03	5,50	0,61	2,36
second year of experience.....	180,00	41,57	6,93	0,77	2,97
Bookkeeper/Accountant.....	265,00	61,20	10,20	1,13	3,75
Cashier.....	152,00	35,10	5,85	0,65	2,15
Checking clerk:					
Qualified.....	115,00	26,56	4,43	0,49	1,63
Unqualified—					
first year of experience.....	69,00	15,94	2,66	0,30	0,98
second year of experience.....	82,00	18,94	3,16	0,35	1,16
Clerical employee:					
Qualified.....	170,00	39,26	6,54	0,73	2,40
Unqualified—					
first year of experience.....	95,00	21,94	3,66	0,41	1,34
second year of experience.....	110,00	25,40	4,23	0,47	1,56
Commissionaire.....	130,00	30,02	5,00	0,56	1,84
Cook:					
Qualified.....	165,00	38,11	6,35	0,71	2,33
Unqualified—					
first year of experience.....	90,00	20,79	3,46	0,38	1,27
second year of experience.....	103,00	23,79	3,96	0,44	1,46
General service employee.....	95,00	21,94	3,66	0,41	0,88
Who has completed one or more year's continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	1,34
Griller.....	103,00	23,79	3,96	0,44	1,46
Handyman.....	150,00	34,64	6,30	0,72	2,12
Head barman.....	345,00	79,68	13,28	1,48	5,69
Who has completed as a barman two or more years' continuous employ- ment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	6,64
Head cook.....	225,00	51,96	8,66	0,96	3,18
Head porter.....	205,00	47,34	7,89	0,88	2,90
Head waiter/Wine steward.....	172,00	39,72	6,62	0,74	2,43
Hotel trainee.....	135,00	31,18	5,20	0,58	1,91
Housekeeper.....	150,00	34,64	5,77	0,64	2,12
Kitchen supervisor.....	135,00	31,18	5,20	0,58	1,91
Laundryhand.....	95,00	21,94	3,66	0,41	0,88
Who has completed one or more years' continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	1,34
Laundryman.....	140,00	32,33	5,88	0,67	1,98
Manager.....	400,00	92,38	15,40	—	8,40
Motor vehicle driver:					
If the unladen mass of the vehicle—					
(a) does not exceed 450 kg.....	105,00	24,25	4,04	0,45	1,48
(b) exceeds 450 kg.....	125,00	28,87	4,81	0,53	1,77
Night porter.....	155,00	35,80	5,97	0,66	2,19
Night-watchman.....	95,00	21,94	3,66	0,37	1,34
Off-sales attendant:					
Qualified.....	225,00	51,96	9,45	1,08	3,18
Unqualified—					
first year of experience.....	130,00	30,02	5,46	0,63	1,84
second year of experience.....	160,00	36,95	6,72	0,77	2,26
Off-sales manager.....	265,00	61,20	10,20	1,13	5,56
Page.....	65,00	15,01	2,50	0,28	0,92

	Per month	Per week	Per day	Per hour	Holiday pay pro rata per week
	R	R	R	R	R
Porter.....	140,00	32,33	5,39	0,60	1,98
Restaurant manager.....	265,00	61,20	10,20	1,13	5,56
Still-room employee:					
Qualified.....	140,00	32,33	5,39	0,60	1,98
Unqualified—					
first year of experience.....	70,00	16,17	2,69	0,30	0,99
second year of experience.....	80,00	18,48	3,08	0,34	1,13
Storeman:					
Qualified.....	160,00	36,95	6,16	0,68	2,26
Unqualified—					
first year of experience.....	90,00	20,79	3,46	0,38	1,27
second year of experience.....	105,00	24,25	4,04	0,45	1,48
Switchboard operator.....	140,00	32,33	5,39	0,60	1,98
Valet.....	140,00	32,33	5,39	0,60	1,98
Waiter/Wine steward:					
Qualified.....	150,00	34,65	5,77	0,64	2,12
Unqualified—					
first year of experience.....	75,00	17,32	2,89	0,32	1,06
second year of experience.....	85,00	19,63	3,27	0,36	1,20
Los werknemers: R					
Kroegman—per dag of gedeelte daarvan..... 10					
Kelner/Wynkelner—					
minder as vier uur..... 4					
vier uur of langer..... 6					
Alle ander los werknemers:					
1/26ste van maandloon vir elke dag of gedeelte daarvan gewerk.					
Deeltydse werknemers:					
Driekwart van die voorgeskrewe loon.					
Casual employees: R					
Barman—per day of part thereof..... 10					
Waiter/Wine steward—					
less than four hours..... 4					
more than four hours..... 6					
All others:					
1/26th of monthly wage for each day or part thereof worked.					
Part-time employees:					
Three-quarters of the prescribed wage.					

LOONSKAAL MET INGANG VAN 1 JANUARIE 1981

	Per maand	Per week	Per dag	Per uur	Verlof-besoldiging pro rata per week
	R	R	R	R	R
Assistent-bestuurder.....	280,00	64,67	10,78	—	5,88
Kroegman:					
Gekwalifiseer.....	290,00	66,97	11,16	1,24	4,78
Wat twee jaar of langer ononderbroke diens as kroegman by dieselfde werkgever voltooi het—ten opsigte van pro rata-verlofbesoldiging....	—	—	—	—	5,58
Ongekwalfiseer—					
eerste jaar ondervinding.....	155,00	35,80	5,97	0,66	2,56
tweede jaar ondervinding.....	200,00	46,19	7,70	0,86	3,30
Boekhouer/Rekenmeester.....	290,00	66,97	11,16	1,24	4,10
Kassier.....	165,00	38,11	6,35	0,71	2,33
Nasienklerk:					
Gekwalifiseer.....	125,00	28,87	4,81	0,53	1,77
Ongekwalfiseer—					
eerste jaar ondervinding.....	75,00	17,32	2,89	0,32	1,06
tweede jaar ondervinding.....	90,00	20,78	3,46	0,39	1,27
Klerk:					
Gekwalifiseer.....	190,00	43,88	7,31	0,81	2,69
Ongekwalfiseer—					
eerste jaar ondervinding.....	100,00	23,09	3,85	0,43	1,41
tweede jaar ondervinding.....	120,00	27,71	4,62	0,51	1,70
Deurwagter.....	140,00	32,33	5,39	0,60	1,98
Kok:					
Gekwalifiseer.....	180,00	41,57	6,93	0,77	2,55
Ongekwalfiseer—					
eerste jaar ondervinding.....	100,00	23,09	3,85	0,43	1,41
tweede jaar ondervinding.....	115,00	26,56	4,43	0,49	1,63
Algemenedienstewerknemer.....	105,00	24,25	4,04	0,45	0,97
Wat een jaar of langer ononderbroke diens by dieselfde werkgever voltooi het—ten opsigte van pro rata-verlofbesoldiging.....	—	—	—	—	1,48
Roosterbediener.....	110,00	25,40	4,23	0,17	1,56
Faktotum.....	160,00	36,95	6,72	0,77	2,26
Hoofkroegman.....	370,00	85,45	14,24	1,58	6,10
Wat twee jaar of langer ononderbroke diens as kroegman by dieselfde werkgever voltooi het—ten opsigte van pro rata-verlofbesoldiging....	—	—	—	—	7,12
Hoofkok.....	240,00	55,43	9,24	1,03	3,39
Hoofportier.....	220,00	50,81	8,47	0,94	3,11

	Per maand	Per week	Per dag	Per uur	Verlof- besoldi- ging pro rata per week
	R	R	R	R	R
Hoofkelner/Hoofwynkelner.....	185,00	42,73	7,12	0,79	2,62
Hotelkwekeling.....	150,00	34,64	5,77	0,64	2,12
Huishoudster.....	165,00	38,11	6,35	0,71	2,33
Kombuistoessighouer.....	145,00	33,49	5,58	0,62	2,05
Wasserywerker.....	105,00	24,25	4,04	0,45	0,97
Wat een jaar of langer ononderbroke diens by dieselfde werkgewer voltooi het—ten opsigte van pro rata-verlofbesoldiging.....	—	—	—	—	1,48
Wasseryman.....	150,00	34,64	6,30	0,72	2,12
Bestuurder.....	420,00	97,00	16,17	—	8,82
Motorvoertuigdrywer: As die onbelaste massa van die motorvoertuig— (a) hoogstens 450 kg is.....	115,00	26,56	4,43	0,49	1,63
(b) meer as 450 kg is.....	132,00	30,48	5,08	0,56	1,87
Nagportier.....	165,00	38,11	6,35	0,71	2,33
Nagwag.....	105,00	24,25	4,04	0,40	1,48
Buiteverkoopsassistent: Gekwalifiseer.....	240,00	55,43	9,45	1,15	3,39
Ongekwalifiseer— eerste jaar ondervinding.....	140,00	32,33	5,88	0,67	1,98
tweede jaar ondervinding.....	170,00	39,26	7,14	0,82	2,40
Buiteverkoopsbestuurder.....	280,00	64,67	10,78	—	5,88
Hoteljoggie.....	70,00	16,17	2,69	0,30	0,99
Portier.....	150,00	34,64	5,77	0,64	2,12
Restourantbestuurder.....	280,00	64,67	10,78	—	5,88
Proviandkamerwerknemer: Gekwalifiseer.....	150,00	34,64	5,77	0,64	2,12
Ongekwalifiseer— eerste jaar ondervinding.....	75,00	17,32	2,89	0,32	1,06
tweede jaar ondervinding.....	90,00	20,79	3,46	0,38	1,27
Magasynman: Gekwalifiseer.....	170,00	39,26	6,54	0,73	2,40
Ongekwalifiseer— eerste jaar ondervinding.....	100,00	23,09	3,85	0,43	1,41
tweede jaar ondervinding.....	115,00	26,56	4,43	0,49	1,63
Skakelbordoperateur.....	150,00	34,64	5,77	0,64	2,12
Klerebediende.....	150,00	34,64	5,77	0,64	2,12
Kelner/Wynkelner: Gekwalifiseer.....	165,00	38,11	6,35	0,71	2,33
Ongekwalifiseer— eerste jaar ondervinding.....	82,00	18,94	3,16	0,35	1,16
tweede jaar ondervinding.....	95,00	21,94	3,66	0,41	1,34

WAGE SCALE WITH EFFECT FROM 1 JANUARY 1981

	Per month	Per week	Per day	Per hour	Holiday pay pro rata per week
	R	R	R	R	R
Assistant manager.....	280,00	64,67	10,78	—	5,88
Barman: Qualified.....	290,00	66,97	11,16	1,24	4,78
Who has completed as a barman two or more years' continuous employ- ment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	5,58
Unqualified— first year of experience.....	155,00	35,80	5,97	0,66	2,56
second year of experience.....	200,00	46,19	7,70	0,86	3,30
Bookkeeper/Accountant.....	290,00	66,97	11,16	1,24	4,10
Cashier.....	165,00	38,11	6,35	0,71	2,33
Checking clerk: Qualified.....	125,00	28,87	4,81	0,53	1,77
Unqualified— first year of experience.....	75,00	17,32	2,89	0,32	1,06
second year of experience.....	90,00	20,78	3,46	0,39	1,27
Clerical employee: Qualified.....	190,00	43,88	7,31	0,81	2,69
Unqualified— first year of experience.....	100,00	23,09	3,85	0,43	1,41
second year of experience.....	120,00	27,71	4,62	0,51	1,70
Commissionaire.....	140,00	32,33	5,39	0,60	1,98
Cook: Qualified.....	180,00	41,57	6,93	0,77	2,55
Unqualified— first year of experience.....	100,00	23,09	3,85	0,43	1,41
second year of experience.....	115,00	26,56	4,43	0,49	1,63

	Per month	Per week	Per day	Per hour	Holiday pay pro rata per week
	R	R	R	R	R
General service employee.....	105,00	24,25	4,04	0,45	0,97
Who has completed one or more year's continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	1,48
Griller.....	110,00	25,40	4,23	0,17	1,56
Handyman.....	160,00	36,95	6,72	0,77	2,26
Head barman.....	370,00	85,45	14,24	1,58	6,10
Who has completed as a barman two or more years' continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	7,12
Head cook.....	240,00	55,43	9,24	1,03	3,39
Head porter.....	220,00	50,81	8,47	0,94	3,11
Head waiter/Wine steward.....	185,00	42,73	7,12	0,79	2,62
Hotel trainee.....	150,00	34,64	5,77	0,64	2,12
Housekeeper.....	165,00	38,11	6,35	0,71	2,33
Kitchen supervisor.....	145,00	33,49	5,58	0,62	2,05
Laundryhand.....	105,00	24,25	4,04	0,45	0,97
Who has completed one or more years' continuous employment with the same employer—in respect of pro rata leave pay.....	—	—	—	—	1,48
Laundryman.....	150,00	34,64	6,30	0,72	2,12
Manager.....	420,00	97,00	16,17	—	8,82
Motor vehicle driver:					
If the unladen mass of the vehicle—					
(a) does not exceed 450 kg.....	115,00	26,56	4,43	0,49	1,63
(b) exceeds 450 kg.....	132,00	30,48	5,08	0,56	1,87
Night porter.....	165,00	38,11	6,35	0,71	2,33
Night-watchman.....	105,00	24,25	4,04	0,40	1,48
Off-sales attendant:					
Qualified.....	240,00	55,43	9,45	1,15	3,39
Unqualified—					
first year of experience.....	140,00	32,33	5,88	0,67	1,98
second year of experience.....	170,00	39,26	7,14	0,82	2,40
Off-sales manager.....	280,00	64,67	10,78	—	5,88
Page.....	70,00	16,17	2,69	0,30	0,99
Porter.....	150,00	34,64	5,77	0,64	2,12
Restaurant manager.....	280,00	64,67	10,78	—	5,88
Still-room employee:					
Qualified.....	150,00	34,64	5,77	0,64	2,12
Unqualified—					
first year of experience.....	75,00	17,32	2,89	0,32	1,06
second year of experience.....	90,00	20,79	3,46	0,38	1,27
Storeman:					
Qualified.....	170,00	39,26	6,54	0,73	2,40
Unqualified—					
first year of experience.....	100,00	23,09	3,85	0,43	1,41
second year of experience.....	115,00	26,56	4,43	0,49	1,63
Switchboard operator.....	150,00	34,64	5,77	0,64	2,12
Valet.....	150,00	34,64	5,77	0,64	2,12
Waiter/Wine steward:					
Qualified.....	165,00	38,11	6,35	0,71	2,33
Unqualified—					
first year of experience.....	82,00	18,94	3,16	0,35	1,16
second year of experience.....	95,00	21,94	3,66	0,41	1,34

Los werknemers:	R
Kroegman—per dag of gedeelte daarvan.....	10
Kelner/Wynkelner—	
minder as vier uur.....	4
vier uur of langer.....	6

Alle ander los werknemers:

1/26ste van maandloon vir elke dag of gedeelte daarvan gewerk.

Deeltydse werknemers:

Driekwart van die voorgestelde loon.

Kos en inwoning

(2) (a) Waar 'n werknemer instem of daar ingevolge die Swart (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en inwoning of kos of inwoning van sy werkgever aan te neem, mag die werkgever bedrae van hoogstens dié hieronder gespesifiseer van sy besoldiging aftrek.

(b) Elke algemenedienstewerknemer, huishoudster, bestuurder en nagwag is geregtig op volle kos en inwoning: Met dien verstande dat 'n werkgever hoogstens die bedrae hieronder gespesifiseer kan aftrek van die besoldiging van sodanige klasse werknemers wat werklik sodanige kos en inwoning of kos of inwoning ontvang: Voorts met dien verstande dat indien enige ander werknemer instem om kos en inwoning of kos of inwoning aan te neem,

Casual employees:	R
Barman—per day or part thereof.....	10
Waiter/Wine steward—	
less than four hours.....	4
more than four hours.....	6

All others:

1/26th of monthly wage for each day or part thereof worked.

Part-time employees:

Three-quarters of the prescribed wage.

Board and lodging

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

(b) Each general service employee housekeeper manager and night-watchman shall be entitled to receive full board and lodging: Provided that an employer may make deductions not exceeding the amounts specified hereunder from the remuneration of such categories of employees who actually receive such board and lodging or board or lodging: Provided further that where any other employee agrees to accept board

'n bedrag gelyk aan hoogstens die bedrag hieronder gespesifiseer afgetrek mag word:

	Kos	Inwoning	Kos en inwoning
	Per maand R	Per maand R	Per maand R
Algemenedienstewerknemer:			
Eerste jaar van hierdie Ooreenkoms (d.w.s. slegs 1979).....	12	4	16
Daarna.....	15	5	20
Nagwag; hoteljoggie.....	15	5	20
Kroegman, gekwalifiseer; klerk; hoofkok; buitewerkoopsassistent, gekwalifiseer; assistent-bestuurder; restaurantbestuurder; buitewerkoopsbestuurder.....	30	25	55
Hoofkroegman; bestuurder...	35	30	65
Alle ander werknemers.....	25	15	40

(c) 'n Werknemer, uitgesonderd 'n algemenedienstewerknemer, hotelkwekeling, huishoudster, bestuurder en nagwag is gratis geregtig op maaltye wat binne die werkeure van sodanige werknemer val. Waar sodanige etes nie verskaf word nie, moet 'n toelae van minstens die bedrag in paragraaf (b) vir kos aangetoon, aan sodanige werknemer in plaas daarvan betaal word, uitgesonderd in die geval van werknemers in buitewerkeure waar die bedrag wat maandeliks aan elk van ondergenoemde klasse werknemers betaal moet word, die volgende is:

- (i) Buitewerkoopsassistent, gekwalifiseer: R20.
- (ii) Algemenedienstewerknemer: R8.
- (iii) Enige ander werknemer in buitewerkeure: R15.

(d) Kos en inwoning moet gratis aan elke hotelkwekeling verskaf word.

Dag-, uur- en weekloon

(3) Die dag-, uur- en weekloon van 'n werknemer moet ooreenkomstig die omskrywing van "dagloon", "uurloon" en "weekloon" in klousule 3 bereken word.

Loonwaarborg

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

(b) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê dat die lone wat voor die datum van inwerking-treding van hierdie Ooreenkoms aan 'n werknemer betaal is, verlaag word nie.

Differensiële loon

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

(b) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n bepaalde dag altesaam vier uur lank of langer, of benewens sy eie klas werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor—

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

in subklousule (1) voorgeskryf word, moet so 'n werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, dieselfde loon betaal as wat aan 'n gekwalifiseerde werknemer wat dieselfde klas werk verrig, betaal word, maar so 'n werknemer mag in geen omstandighede minder betaal word as die loon waarteen hy in diens geneem is nie.

Verpligte opleiding/betaling van gelde

(6) (a) Sodra hierdie Ooreenkoms in werking tree, moet alle leerlingkenners, leerlingwynkelers en leerlingkokke, wat dit nog nie voorheen gedoen het nie, voltyds of deelyds klasse bywoon aan 'n opleidingskollege wat deur die Raad erken word, en wel vir 'n minimum tydperk van ses maande in die geval van leerlingkokke en 'n minimum tydperk van drie maande in die geval van leerlingkenners of -wynkelers

and lodging or board or lodging a deduction not exceeding the amount specified hereunder may be made:

	Board	Lodging	Board and lodging
	Per month R	Per month R	Per month R
General service employee:			
First year of this Agreement (i.e. 1979 only).....	12	4	16
Thereafter.....	15	5	20
Night-watchman; page.....	15	5	20
Barman; qualified; clerical employee; head cook; off-sales attendant, qualified; assistant manager; restaurant manager; off-sales manager.....	30	25	55
Head barman; manager.....	35	30	65
All other employees.....	25	15	40

(c) An employee other than a general service employee, hotel trainee housekeeper manager and night-watchman, shall be entitled free of charge to meals which fall within the working hours of such employee. Where such meals are not provided an allowance of not less than the amount shown in paragraph (b) for board, shall be paid to such employee in lieu thereof except in the case of employees in off-sales when the amount per month to be paid to each of the under-mentioned classes of employees shall be:

- (i) Off-sales attendant, qualified: R20.
- (ii) General service employee: R8.
- (iii) Any other employee in off-sales: R15.

(d) Every hotel trainee shall be provided with board and lodging free of charge.

Daily, hourly and weekly wage

(3) The daily, hourly and weekly wage of an employee shall be calculated in accordance with the definitions of "daily wage", "hourly wage" and "weekly wage" in clause 3.

Wage security

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

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

Differential wage

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

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

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

is prescribed in subclause (1), shall pay such employee in respect of the whole day on which he performs such work at the same rate as that paid to a qualified employee doing the same class of work, but in no case shall such an employee be paid less than at the rate of wages for which he has been engaged.

Compulsory training/payment of fees

(6) (a) Immediately upon the coming into operation of this Agreement, all learner waiters learner wine stewards and learner cooks who have not previously done so, shall attend a training college recognised by the Council, either full-time or part-time, for a minimum period of six months in the case of learner cooks and a minimum period of three months in the case of learner waiters or wine stewards during the

gedurende die tydperk waarin sodanige werknemers besig is om ondervinding in hul onderskeie soort werk op te doen.

(b) Daar mag van alle ander werknemers met minder as 10 jaar ondervinding in hul onderskeie beroepe, vereis word om, op aandrang van die Raad, aan 'n opleidingskollege wat deur die Raad erken word klasse by te woon vir die duur van 'n spesiale kursus of spesiale kursusse soos gereël deur die Raad in die opleidingsprogram vir die Hotelbedryf.

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

5. BETALING VAN BESOLDIGING

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

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

(ii) in die geval van werknemers wat per week betaal word, weekliks, op die gewone betaaldag wat voor of op Vrydag moet wees:

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

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

(c) Die loon moet in 'n verseëelde koevert of houer wees waarop die volgende aangeteken is of wat vergesel moet gaan van 'n staat wat die volgende toon:

- (i) Die werknemer se naam en betaalstaatsnommer;
- (ii) die getal ure oortydwerk wat die werknemer gewerk het;
- (iii) die getal ure wat die werknemer op 'n openbare vakansiedag gewerk het;
- (iv) die werknemer se loon;
- (v) besonderhede van enige ander besoldiging wat uit die werknemer se diens ontstaan;
- (vi) besonderhede van enige aftrekkings wat gedoen is;
- (vii) die werklike bedrag wat aan die werknemer betaal word; en
- (viii) die tydperk ten opsigte waarvan betaling geskied.

(2) Geen premie mag gevra of aangeneem word vir die opleiding van 'n werknemer nie, uitgesonderd soos bepaal in klousule 4 (6) of in 'n ander ooreenkoms wat ingevolge die Wet bindend is.

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

(4) 'n Werkgever mag sy werknemers geen boetes opleë of enige bedrae van hul besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

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

(b) bedrae vir 'n vakansie-, siekte-, versekerings-, voorsorg- of pensioenfonds;

(c) bydraes tot die Raad se fondse ingevolge klousule 18 van hierdie Ooreenkoms;

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

(e) bedrae vir ledegelde van die vakvereniging;

(f) enige bedrag van 'n werknemer se besoldiging wat 'n werkgever vooruit aan sy werknemer betaal het op skriftelike versoek van die werknemer.

6. VERBOD OP INDIENSNEMING

(1) Uitgesonderd waar 'n hoër ouderdomsbepaling vasgestel word kragtens die Drankwet, 1977, mag geen persoon onder die ouderdom van 16 jaar in 'n bedryfsinrigting in diens geneem word nie.

period in which such employees are gaining experience in their respective employment.

(b) All other employees who have had less than 10 years' experience in their respective occupations, may at the instigation of the Council, be required to attend a training college recognised by the Council for the duration of a special course or special courses as arranged by the Council in the training programme for the Hotel Trade.

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

5. PAYMENT OF REMUNERATION

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

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

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

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

(b) An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(c) The wages shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (i) the employee's name and pay-roll number;
- (ii) the number of overtime hours worked by the employee;
- (iii) the number of hours worked by the employee on a public holiday;
- (iv) the employee's wage;
- (v) the details of any other remuneration arising out of the employee's employment;
- (vi) the details of any deductions made;
- (vii) the actual amount paid to the employee; and
- (viii) the period in respect of which payment is made.

(2) No premium shall be charged or accepted for the training of an employee save as provided in clause 4 (6) or in any other agreement which is binding in terms of the Act.

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

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

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

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

(c) deduction of contributions to the Council funds in terms of clause 18 of this Agreement;

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

(e) deductions for subscriptions to the trade union;

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

6. PROHIBITED EMPLOYMENT

(1) Except where a higher age limit is fixed under the Liquor Act, 1977, no person under the age of 16 years shall be employed in any establishment.

(2) Niks in hierdie Ooreenkoms word geag magtiging te verleen vir die indiensneming van enigiemand wie se indiensneming by wet verbied word, of die indiensneming van iemand op enige tydstop of tydstoppe wat by wet verbied word nie.

7. WERKURE

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n buiteverkoopsassistent, mag in 'n bepaalde week hoogstens die volgende wees:

(a) In die geval van 'n los werknemer—nege uur op 'n dag;

(b) in die geval van 'n deeltydse werknemer—30 uur in enige ses dae en vyf uur op 'n dag;

(c) in die geval van 'n faktotum, wasseryman en wasse-rywerker—48 uur in enige vyf en 'n half dae;

(d) in die geval van 'n nagwag—60 uur in 'n week en 10 uur op 'n dag;

(e) in die geval van 'n buiteverkoopsassistent—48 uur in 'n week, nege uur op vyf dae in 'n week en vyf uur op een dag in sodanige week met een uur etenspouse op elke dag wat hy meer as ses uur werk;

(f) in die geval van alle ander werknemers—54 uur in enige ses dae en nege uur op 'n dag.

(g) Die getal dae in 'n bepaalde week gewerk kan, ondanks paragrawe (d) tot (f), na onderlinge ooreenkoms tussen die werkgever en sy werknemer, verleng word tot sewe dae van hoogstens die daaglikse werkure in paragrawe (d) tot (f) bepaal gedurende hoogstens vier agtereenvolgende weke mits 'n werknemer wat toegelaat word om aldus te werk gedurende die eerste week nadat hy aldus gewerk het een diensvry dag met volle besoldiging toegestaan word vir elke week aldus gewerk.

(2) *Korttyd: Vaste werknemers.*—(a) Na onderlinge ooreenkoms tussen die werkgever en sy werknemer kan verkorte ure met 'n ooreenstemmende vermindering van bepaalde lone gewerk word: Met dien verstande dat vrystelling van die bepaling van die ooreenkoms betreffende die werkure en die lone wat betaal moet word deur die Raad toegestaan is.

(b) In aansoek om sodanige vrystelling moet die daaglikse ure waarop daar gewerk sal word, asook die lone wat betaal sal word, aangedui word en die aansoek moet deur die betrokke werkgever en werknemer onderteken word.

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

(4) *Oortydwerk.*—Alle ure wat daar langer gewerk word as die gewone werkure voorgeskryf in subklousule (1) word geag oortydure te wees.

(5) *Beperking van oortydwerk.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om langer as agt uur in 'n bepaalde week oortyd te werk nie.

(6) *Betaling vir oortydwerk.*—(a) 'n Werknemer van wie vereis word of wat toegelaat word om op enige dag langer te werk as die gewone werkure wat vir hom in subklousule (1) voorgeskryf word, moet vir elke uur of gedeelte daarvan teen dubbel sy uurloon betaal word.

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

(c) Enige eis om betaling vir oortydwerk verjaar na 'n tydperk van drie jaar, bereken vanaf die jongste datum waarop sodanige oortydwerk na bewering verrig is.

(7) *Werkdagbestek.*—Alle werkure en etenspouses moet voltooi word binne 'n werkdagbestek van 14 uur, maar in die geval van 'n deeltydse werknemer moet die werkure voltooi word binne 'n werkdagbestek van agt uur.

(8) *Noodwerk.*—Ondanks andersluidende bepalinge in subklousules (3), (5) en (7) is geen beperkings wat deur hierdie subklousules opgelê word op enige werknemer van toepassing terwyl hy noodwerk verrig nie en enige werknemer kan gedurende sy weeklikse vrye tyd vir noodwerk gebruik word.

(9) *Voorbehoudsbepaling.*—Hierdie klousule is nie van toepassing op assistent-bestuurders, bestuurders, restaurant-bestuurders en buiteverkoopsbestuurders nie, en ook nie op werknemers wat gereeld 'n loon van R3 600 of meer per jaar ontvang nie.

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

7. HOURS OF WORK

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

(a) casual employees—nine hours on any day;

(b) part-time employees—30 hours in any six days and five hours on any day;

(c) handymen, laundrymen and laundryhands—48 hours in any five and a half days;

(d) night-watchmen—60 hours in any one week and 10 hours on any one day;

(e) off-sales attendants—48 hours in any one week, nine hours on five days in any week and five hours on one day in such week with one hour for lunch on each day that he works more than six hours;

(f) all other employees—54 hours in any six days and nine hours on any day.

(g) the number of days worked in any one week may, notwithstanding the provisions of paragraphs (d) to (f), by mutual agreement between the employer and his employee, be extended to seven days of not more than the daily hours of work laid down in paragraphs (d) to (f), during not more than four consecutive weeks, provided an employee so permitted to work shall during the first week after the period so worked be granted one free day on full pay for each week so worked.

(2) *Short-time: Permanent employees.*—(a) Reduced hours, with a corresponding reduction of laid down wages, may be worked, by mutual agreement between the employer and employee: Provided that exemption from the provisions of the agreement relating to hours of work and wages to be paid has been granted by the Council.

(b) Applications for such exemption must give the daily hours it is desired to work together with the wages that will be paid and must be signed by the employer and employee concerned.

(3) *Meal intervals.*—An employer shall not require or permit an employee, other than an off-sales attendant or a night-watchman, to work more than five hours continuously with out a meal interval of not less than 30 minutes during which interval such employee shall not be permitted to perform any work.

(4) *Overtime.*—All hours worked in excess of the ordinary hours of work 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 eight hours in any week.

(6) *Payment for overtime.*—(a) An employee who is required or permitted to work on any day more than the ordinary working hours prescribed for him in subclause (1) shall for each hour or part thereof be paid double his hourly wage.

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

(c) 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, but in the case of a part-time employee the hours of work shall be completed within a spreadover of eight hours.

(8) *Emergency work.*—Notwithstanding anything to the contrary in subclauses (3), (5) and (7) no restrictions imposed by those subclauses shall apply to any employee whilst employed on emergency work and any employee may be employed on emergency work during his weekly time off.

(9) *Savings.*—The provisions of this clause shall not apply to assistant managers, managers, restaurant managers and off-sales managers, nor to employees who are in receipt of a regular wage of R3 600 per annum or more.

8. GETALSVIRHOUDING VAN WERKNEMERS

(1) In elke bedryfsinrigting—

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

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

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

(d) moet daar minstens een gekwalifiseerde proviand-kamerwerknemer in diens wees voordat 'n leerlingproviand-kamerwerknemer in diens geneem mag word, en vir elke gekwalifiseerde proviandkamerwerknemer aldus in diens mag hoogstens een leerlingproviandkamerwerknemer in diens geneem word.

(2) Een gekwalifiseerde buitewerkoopsassistent moet in diens wees voordat 'n ongekwalifiseerde buitewerkoopsassistent in diens geneem mag word, en vir elke gekwalifiseerde buitewerkoopsassistent aldus in diens mag hoogstens een ongekwalifiseerde buitewerkoopsassistent in diens geneem word.

(3) Vir die toepassing van hierdie klousule moet los of deeltidse werknemers nie geag word werknemers te wees nie.

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

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

9. KENNISGEWING VAN INDIENSNEMING/DIENS-
VERLATING EN DIENSSERTIFIKAAT

(1) 'n Opgawe van werknemers wat gedurende die maand in diens geneem en/of ontslaan is, moet voor of op die 15de dag van die maand wat volg op die maand waarop dié opgawe betrekking het op enige vorm voorgeskryf deur die Raad, aan die Sekretaris van die Raad voorgelê word.

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

10. JAARLIKSE VERLOF EN OPENBARE
VAKANSIEDAE

(1) (a) Alle werknemers, uitgesonderd kroegmanne, algemene dienstewerknemers, bestuurders, restaurantbestuurders, buitewerkoopsbestuurders en los werknemers, moet ten opsigte van elke 49 weke diens by dieselfde werkgewer 21 agtereenvolgende dae afwesigheidsverlof met volle besoldiging toegestaan word.

(b) Behoudens paragraaf (e) (ii) en (iii) moet daar aan kroegmanne, gekwalifiseer, kroegmanne, ongekwalifiseer, en hoofkroegmanne die volgende toegestaan word:

(i) Ten opsigte van die eerste voltooide 49 weke ononderbroke diens in sodanige klas werk by dieselfde werkgewer, 24 agtereenvolgende dae afwesigheidsverlof met volle besoldiging; en

(ii) ten opsigte van elke volgende voltooide 48 weke ononderbroke diens in sodanige klas werk by dieselfde werkgewer, 28 agtereenvolgende dae afwesigheidsverlof met volle besoldiging;

Met dien verstande dat vir die toepassing van hierdie paragraaf en van paragraaf (e) (iii) ononderbroke diens by dieselfde werkgewer in enigeen van hierdie klasse werk geag word diens te wees in enige van die ander twee klasse werk.

(c) Bestuurders, restaurantbestuurders en buitewerkoopsbestuurders moet ten opsigte van elke voltooide 11 maande diens by dieselfde werkgewer een kalendermaand afwesigheidsverlof met volle besoldiging toegestaan word.

8. PROPORTION OR RATIO OF EMPLOYEES

(1) In each establishment—

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

(b) there shall be employed not less than two qualified waiters before a learner waiter may be employed, and thereafter for every additional two or part of two qualified waiters so employed not more than one learner waiter may be employed.

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

(d) there shall be employed not less than one qualified still-room employee before a learner still-room employee may be employed, and for every qualified still-room employee so employed, not more than one learner still-room employee may be employed.

(2) One qualified off-sales attendant shall be employed before an unqualified off-sales attendant may be employed, and for every qualified off-sales attendant so employed, not more than one unqualified off-sales attendant may be employed.

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

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

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

9. NOTICE OF ENGAGEMENT/TERMINATION AND
CERTIFICATE OF SERVICE

(1) A return of employees engaged and/or discharged during the month shall be submitted to the Secretary of the Council not later than the 15th day of the month following the month to which such return relates in such form as may be prescribed by the Council.

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

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) (a) All employees other than barmen, general service employees, managers, restaurant managers, off-sales managers and casual employees, shall be given in respect of each 49 weeks' of employment with the same employer 21 consecutive days' leave of absence on full pay.

(b) Subject to the provisions of paragraph (e) (ii) and (iii), barmen, qualified, barmen, unqualified, and head barmen shall be given—

(i) in respect of the first completed 49 weeks' continuous employment in such occupations with the same employer 24 consecutive days' leave of absence on full pay; and

(ii) in respect of each subsequent completed 48 weeks' continuous employment in such occupations with the same employer 28 consecutive days' leave of absence on full pay;

Provided that for the purposes of this paragraph and of paragraph (e) (iii), continuous employment with the same employer in any one of these occupations shall be deemed to be employment in any of the other two occupations.

(c) Managers, restaurant managers, and off-sales managers shall be given in respect of each completed 11 months' employment with the same employer one calendar month's leave of absence on full pay.

(d) (i) Algemenedienstwerknemers moet ten opsigte van die eerste voltooië 50 weke ononderbroke diens by dieselfde werkgewer 14 agtereenvolgende dae afwesigheidsverlof met volle besoldiging toegestaan word en daarna ten opsigte van elke daaropvolgende voltooië 49 weke ononderbroke diens by dieselfde werkgewer 21 agtereenvolgende dae afwesigheidsverlof met volle besoldiging. Met dien verstande dat niks in hierdie bepaling vervat is, die uitwerking mag hê dat die jaarlikse verlof van 'n algemenedienstwerknemer wat op die aanvangsdatum van hierdie Ooreenkoms op 21 dae jaarlikse verlof geregtig is, verminder word nie.

(ii) By onderlinge ooreenkoms tussen hom en sy werkgewer kan 'n algemenedienstwerknemer in plaas van jaarlikse verlof besoldig word.

(e) Behoudens paragraaf (f), wanneer 'n werknemer se diens en enige bepaalde jaar van sy diens beëindig word voor die voltooiing van die jaar maar na voltooiing van vier maande diens, by dieselfde werkgewer behalwe die werknemers in subparagraaf (iii) bedoel, moet die werkgewer aan—

(i) alle werknemers, uitgesonderd kroegmanne, algemenedienstwerknemers, bestuurders, restaurantbestuurders, buitewerkoopsbestuurders en los werknemers, vir elke voltooië week diens in die onvoltooië jaar drie nege-en-veertigstes van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is;

(ii) kroegmanne, gekwalifiseer, kroegmanne, ongekwalifiseer, en hoofkroegmanne vir elke voltooië week diens in 'n onvoltooië jaar, een veertiende van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is;

(iii) kroegmanne, gekwalifiseer, en hoofkroegmanne wat twee jaar of langer ononderbroke diens by dieselfde werkgewer in sodanige klasse werk voltooi het, vir elke voltooië week diens in enige volgende onvoltooië jaar, een twaalfde van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is;

(iv) (aa) algemenedienstwerknemers vir elke voltooië week diens in die onvoltooië jaar, een vyf-en-twintigste van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is,

(ab) algemenedienstwerknemers wat een jaar ononderbroke diens by dieselfde werkgewer voltooi het, vir elke voltooië week diens in 'n onvoltooië jaar, drie nege-en-veertigstes van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is;

(v) bestuurders, restaurantbestuurders en buitewerkoopsbestuurders vir elke voltooië week diens in die onvoltooië jaar, een elfde van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is.

(f) (i) Diensbeëindiging moet, in die geval van oordrag van eienskapskap, vir die toepassing van paragraaf (e) en (i) geag word plaas te gevind het op die datum van sodanige oordrag.

(ii) In gevalle in subparagraaf (i) hierbo bedoel, moet die oordraer of die bepalings van paragraaf (e) en (i) nakom of by onderlinge ooreenkoms met die nuwe eienaar reël om verantwoordelikheid te aanvaar vir alle verlof verskuldig aan elke lid van die personeel in die diens van genoemde oordraer tot op die datum van sodanige oordrag. Sodanige aanvaarding van verantwoordelikheid moet skriftelik wees en onderteken word deur die oordraer en die nuwe eienaar en 'n duplikaatkopie moet binne sewe dae vanaf die datum van oordrag aan die Sekretaris van die Nywerheidsraad gestuur word.

(g) (i) Indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte van Kersdag binne die jaarlikse verloftydperk van 'n werknemer val, uitgesonderd 'n werknemer in buitewerke; en

(ii) in die geval van 'n werknemer in buitewerke, indien 'n statutêre openbare vakansiedag binne sy jaarlikse verloftydperk val;

moet nog 'n dag in die plek van elke sodanige dag by genoemde tydperk gevoeg word as 'n verdere verloftydperk met volle besoldiging.

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

(i) 'n Werknemer wat geregtig geword het op 'n verloftydperk voorgeskryf in paragraaf (a), (b) (c) of (d) van hierdie subklousule en wie se dienskontrak beëindig word voordat

(d) (i) General service employees shall be given in respect of the first completed 50 weeks of continuous employment with the same employer 14 consecutive days' leave of absence on full pay and thereafter in respect of each subsequent completed 49 weeks of continuous employment with the same employer 21 consecutive days' leave of absence on full pay. Provided that nothing contained in this provision shall operate so as to reduce the annual leave of a general service employee who on the date of commencement of this Agreement is entitled to 21 days' annual leave.

(ii) By mutual arrangement between him and his employer, a general service employee may be paid in lieu of annual leave.

(e) Subject to paragraph (f), when in any one year of an employee's service his employment is terminated before the completion of the year, but excepting the employees referred to in subparagraph (iii) after the completion of four months' employment with the same employer, the employer shall pay to—

(i) all employees, other than barmen, general service employees, managers, restaurant managers, off-sales managers and casual employees, for each completed week of employment in the uncompleted year, three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated;

(ii) barmen, qualified, barmen unqualified, and head barmen for each completed week of employment in an uncompleted year, one-fourteenth of a week's wage at the wage which the employee was receiving when his employment was terminated;

(iii) barmen, qualified, and head barmen, who have completed in such occupations two or more years' continuous employment with the same employer, for each completed week of employment in any following uncompleted year, one-twelfth of a week's wage at the wage which the employee was receiving when his employment was terminated;

(iv) (aa) general service employees for each completed week of employment in the uncompleted year, one twenty-fifth of a week's wage at the wage which the employee was receiving when his employment was terminated;

(ab) general service employees who have completed one year's continuous employment with the same employer, for each completed week of employment in an uncompleted year, three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated;

(v) managers, restaurant managers and off-sales managers, for each completed week of employment in the uncompleted year, one eleventh of a week's wage at the wage which the employee was receiving when his employment was terminated.

(f) (i) Termination of employment shall, in the case of a transfer of ownership, for the purposes of paragraphs (e) and (i), be deemed to have taken place on the date of such transfer.

(ii) The transferer in cases referred to in subparagraph (i) above shall either observe the provisions of paragraphs (e) and (i) or by mutual agreement arrange with the new owner to assume responsibility for all leave due to each member of the staff in the employ of the said transferer up to the date of such transfer. Such acceptance of responsibility shall be in writing signed by the transferer and the new owner and a duplicate copy shall be forwarded to the Secretary of the Industrial Council within seven days from the date of transfer.

(g) (i) If new Year's Day, Good Friday, Ascension Day, Republic Day, Kruger Day, the Day of the Covenant or Christmas Day falls within the period of annual leave of an employee, other than an employee in off-sales; and

(ii) in the case of an employee in off-sales, if any statutory public holiday falls within the period of his annual 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.

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

(i) Any employee who has become entitled to a period of leave prescribed in paragraph (a), (b), (c) or (d) of this subclause and whose contract of employment is terminated

sodanige verlof toegestaan is, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, die bedrag betaal word wat hy sou ontvang het as verlof aan hom toegestaan is op die datum van diensbeëindiging.

(j) 'n Werkgewer kan die tyd vasstel wanneer verlof ingevolge paragraaf (a), (b), (c) of (d) van hierdie subklousule geneem moet word, maar as die werkgewer nie aan sy werknemer sy tydperk van verlof op 'n vroeër datum toegestaan het nie, moet sodanige verlof toegestaan en geneem word sodat dit 'n aanvang neem binne drie maande na die datum waarop dit verskuldig geword het.

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

- (a) ingevolge subklousule (1) van hierdie klousule met verlof afwesig is;
- (b) ingevolge klousule 11 met siekteverlof afwesig is;
- (c) op las of op versoek van die werkgewer afwesig is;
- (d) ingevolge die Verdedigingswet, 1957, militêre diens ondergaan;

wat altesaam hoogstens 10 weke in 'n bepaalde jaar beloop ten opsigte van paragrafe (a), (b) en (c), plus enige tydperk van militêre diens van hoogstens vier maande in dié jaar ondergaan, en diens word geag soos volg te begin:

(i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms ingevolge 'n statutêre wet op 'n tydperk van verlof geregtig geword het, op die datum waarop sodanige werknemer laas ingevolge sodanige wet op sodanige verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was voor die datum van inwerking-treding van hierdie Ooreenkoms en op wie 'n statutêre wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nie daarkragens op 'n verloftydperk geregtig geword het nie, op die datum waarop sodanige diens begin het;

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

(3) Geen werknemer mag vir 'n loon of enige ander vergoeding in die Drank- en Spyseniersbedryf werk terwyl hy met afwesigheidsverlof met volle besoldiging is nie.

(4) 'n Werkgewer mag van 'n tydperk van jaarlikse verlof voorgeskryf in subklousule (1) enige dae geleentheidsverlof aftrek wat gedurende die dienstrydperk van 12 maande waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle besoldiging aan laasgenoemde toegestaan is.

(5) (a) (i) Alle werknemers, uitgesonderd los werknemers en werknemers in buiteverkope, is geregtig op en moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Krugerdag, Gelofte-dag en Kersdag.

(ii) Alle werknemers in buiteverkope, uitgesonderd los werknemers, is geregtig op en moet verlof met besoldiging toegestaan word op alle statutêre openbare vakansiedae:

Met dien verstande dat daar van 'n werknemer in subpara-graaf (i) en (ii) van hierdie paragraaf bedoel, vereis kan word om op sodanige dag te werk.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, werk op 'n openbare vakansiedag waarop hy ooreenkomstig paragraaf (a) (i) of (ii) van hierdie subklousule op verlof met volle besoldiging geregtig is, moet sy werkgewer hom bykomend by die loon wat hy sou ontvang het, indien hy nie aldus gewerk het nie, die uurloon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas, betaal vir elke uur aldus gewerk: Met dien verstande dat 'n werknemer wie se gewone weeklikse vrye tyd op een van die openbare vakansiedae val wat ooreenkomstig genoemde paragraaf (a) (i) of (ii) vir hom voorgeskryf is, benewens die bedrag in hierdie paragraaf voorgeskryf een dag se loon moet ontvang vir werk op sodanige openbare vakansiedag verrig, of 'n bykomende diensvrye dag met volle besoldiging of een volle dag se besoldiging vir sodanige bykomende diensvrye dag.

11. SIEKTEVERLOF

(1) Alle werknemers, uitgesonderd los werknemers, is geregtig op 42 dae siekteverlof met volle besoldiging gedurende elke siklus van 36 agtereenvolgende maande diens by dieselfde werkgewer: Met dien verstande dat—

(a) 'n werknemer nie geregtig is op besoldiging ten opsigte van die eerste twee dae van enige tydperk van afwesigheid weens siekte nie, ondanks die voorlegging van 'n mediese sertifikaat ten opsigte daarvan;

before such leave has been granted, shall upon such termination and in addition to any other remuneration which may be due to him, be paid the amount he would have received had the leave been granted to him at the date of the termination.

(j) The employer may fix the time when leave in terms of paragraph (a), (b), (c) or (d) of this subclause shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date such leave shall be granted and taken so as to commence within three months after the date on which it fell due.

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

- (a) on leave in terms of subclause (1) of this clause;
- (b) on sick leave in terms of clause 11;
- (c) on the instructions or at the request of the employer;
- (d) on military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any one year to not more than 10 weeks in respect of paragraphs (a), (b) and (c), plus any period of military service undergone in that year for a period not exceeding four months, and employment shall be deemed to commence—

(i) in the case of an employee who had, before the coming into operation of this Agreement, become entitled to a period of leave in terms of any statutory law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of the commencement of this Agreement and to whom any statutory law providing for annual leave applied, but who has not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

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

(3) No employee shall work for wages or any other consideration in the Liquor and Catering Trade while on leave of absence on full pay.

(4) An employer may set off against a period of annual leave prescribed in subclause (1), any days of occasional leave granted on full pay to his employee, at the latter's written request, during the period of 12 months' employment to which the period of annual leave relates.

(5) (a) (i) All employees, other than casual employees and employees in off-sales, shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Republic Day, Kruger Day, the Day of the Covenant and Christmas Day.

(ii) All employees in off-sales, other than casual employees, shall be entitled to and be granted leave on full pay on all statutory public holidays:

Provided that an employee referred to in subparagraphs (i) and (ii) of this paragraph may be required to work on such day.

(b) Whenever an employee, other than a casual employee, works on a public holiday for which he is entitled to be granted leave on full pay in terms of paragraph (a) (i) or (ii) of this subclause, his employer shall pay him in addition to the wage he would have received had he not so worked the hourly wage prescribed in clause 4 (1) for an employee of his class for each hour so worked: Provided that an employee whose normal weekly time off falls upon one of the public holidays prescribed for him in terms of the said paragraph (a) (i) or (ii) shall, in addition to the amount prescribed in this paragraph, received one day's pay for working on such public holiday or an additional day off on full pay or one full day's pay for such additional day off.

11. SICK LEAVE

(1) Every employee, other than a casual employee, shall be entitled to 42 days' sick leave on full pay during each cycle of 36 consecutive months' employment with the same employer: Provided that—

(a) an employee shall not be entitled to payment in respect of the first two days of any period of absence due to illness notwithstanding the production of a medical certificate in respect thereof;

(b) daar nie ingevolge die Ongevallewet, 1941, soos dit van tyd tot tyd gewysig mag word, vergoeding vir sodanige siekte of ongeluk betaalbaar is nie, maar uitgesonderd enige tydperk van afwesigheid as gevolg van sodanige siekte of ongeluk, waarvoor geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie;

(c) 'n werknemer in die eerste 12 maande van sodanige diens nie geregtig is op siekteverlof met besoldiging vir meer as een dag ten opsigte van elke voltooide maand diens nie;

(d) hy binne drie dae, gereken vanaf die dag waarop hy met siekteverlof gaan, op eie koste, 'n mediese sertifikaat voorlê ten opsigte van sy siekte, in die vorm voorgeskryf in Aanhangsel A, en uitgereik deur 'n geregistreerde mediese praktisyn, of 'n mediese sertifikaat van 'n hospitaal, uitgereik deur 'n geregistreerde mediese praktisyn in die diens van sodanige hospitaal;

(e) sy siekte nie deur sy eie wangedrag veroorsaak is nie;

(f) waar tot 12 dae siekteverlof met besoldiging nie in die eerste jaar van sodanige diens geneem word nie, die getal dae wat nie geneem is nie oorgedra moet word en die siekteverlof met besoldiging waarop 'n werknemer geregtig is, moet oploop tot 'n tydperk van altesaam—

(i) hoogstens 26 sodanige dae in die tweede jaar van die eerste tydkring; en

(ii) hoogstens 42 sodanige dae in die derde jaar van die eerste tydkring;

(g) 'n werknemer, uitgesonderd 'n los werknemer, in die tweede en daaropvolgende tydkringe van 36 agtereenvolgende maande diens by dieselfde werkgever geregtig is op 14 dae siekteverlof met besoldiging ten opsigte van elke jaar van sodanige tydkring waarvan die dae wat nie geneem is nie moet oploop tot 'n tydperk van altesaam—

(i) hoogstens 28 sodanige dae in die tweede jaar van enige sodanige tydkring; en

(ii) hoogstens 42 sodanige dae in die derde jaar van enige sodanige tydkring.

(2) Vir die toepassing van hierdie klousule—

(a) is die aanvangsdatum van die siklus—

(i) in die geval van 'n werknemer wat diens aanvaar op of na die datum van inwerkingtreding van hierdie Ooreenkoms, die datum van sodanige diensaanvaarding;

(ii) in die geval van enige ander werknemer die derde verjaringsdatum van die aanvang van sy diens by dieselfde werkgever: Met dien verstande dat sodanige werknemer tot genoemde verjaringsdatum geregtig is op die siekteverlof wat ooreenkomstig Goewermentskenningsgewing R. 809 van 14 Mei 1976 vir hom mag opgehoop het;

(b) word die uitdrukking "diens" geag enige tydperk of tydperke te omvat wat 'n werknemer—

(i) ingevolge klousule 10 met verlof afwesig is;

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

(iii) ingevolge subklousule (1) van hierdie klousule met siekteverlof afwesig is;

(iv) ingevolge die Verdedigingswet, 1957, militêre diens ondergaan, vir 'n maksimum tydperk van vier maande;

(c) beteken "dae" ten opsigte van elke tydperk van siekteverlof "agtereenvolgende dae".

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever moet alle uniforms, oorpakke of ander beskermende klere wat hy vereis dat sy werknemers moet dra of wat hy ingevolge enige wet of regulasie verplig is om aan sy werkgewers te verskaf, gratis verskaf en in 'n diensbare en skoon toestand onderhou, en alle sodanige uniforms, oorpakke of ander beskermende klere bly die eiendom van die werkgever: Met dien verstande dat 'n werkgever aan sodanige werknemer, uitgesonderd 'n algemenedienstewerknemer, benevens die loon wat vir hom by klousule 4 (1) voorgeskryf word, 'n bedrag van R2 per maand kan betaal en dan moet sodanige werknemer sy eie uniform, oorpak of ander beskermende klere verskaf, wat dan sy eiendom is en bly.

(2) Aan 'n algemenedienstewerknemer moet uniforms, oorpakke of ander beskermende klere gratis verskaf word.

13. VERVOERTOELAE

'n Vervoertoelae van minstens R3 per maand moet betaal word aan elke werknemer wat nie by die bedryfsinrigting waarin hy werksaam is inwoon nie en wat nie vervoer na en van die plek waar hy werksaam is gratis van sy werkgever ontvang nie. Sodanige toelae moet betaal word benevens lone en enige ander bedrae wat betaalbaar is aan sodanige werknemer en moet op die gewone betaaldag van die bedryfs-

(b) such sickness or accident is not compensable under the Workmen's Compensation Act, 1941, as may be amended from time to time, but excluding any period of absence, due to such sickness or accident, in respect of which no disablement payment is payable in terms of that Act;

(c) in the first 12 months of such employment an employee shall not be entitled to paid sick leave for more than one day in respect of each completed month of employment;

(d) he produces within three days reckoned from the day he goes off sick, at his own expense, a medical certificate in respect of his illness in the form prescribed in Annexure A, issued by a registered medical practitioner or a medical certificate from a hospital issued by a registered medical practitioner in the employ of such hospital;

(e) his illness has not been caused by his own misconduct;

(f) where paid sick leave of up to 12 days is not taken in the first year of such employment, the number of such days not taken shall be carried forward and the paid sick leave to which an employee is entitled shall be cumulative up to any period of—

(i) a total not exceeding 26 such days in the second year of the first cycle; and

(ii) a total not exceeding 42 such days in the third year of the first cycle;

(g) in the second and subsequent cycles of 36 consecutive months' employment with the same employer an employee, other than a casual employee, shall be entitled to 14 days' paid sick leave in respect of each year of such cycle, the untaken days of which shall be cumulative up to any period of—

(i) a total not exceeding 28 such days in the second year of any such cycle; and

(ii) a total not exceeding 42 such days in the third year of any such cycle.

(2) For the purposes of this clause—

(a) the date of commencement of the cycle shall be—

(i) in the case of an employee who commences employment on or after the date of the coming into operation of this Agreement, the date of such commencement;

(ii) in the case of every other employee, the third anniversary of the commencement of his employment with the same employer: Provided that such employee shall until the said anniversary date be entitled to the sick leave which may have accrued to him in terms of Government Notice R. 809 of 14 May 1976;

(b) the expression "employment" shall be deemed to include any period or periods during which an employee is absent—

(i) on leave in terms of clause 10;

(ii) on the instructions or at the request of his employer;

(iii) on sick leave in terms of subclause (1) of this clause;

(iv) undergoing military service in pursuance of the Defence Act, 1957, for a maximum period of four months;

(c) "days" shall in respect of each period of sick leave mean "consecutive days".

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employees to wear or which by any law or regulation he is compelled to provide for his employees and any such uniform, overall or other protective clothing shall remain the property of the employer: Provided that an employer may pay to such employee, other than a general service employee, in addition to the wage prescribed for him in clause 4 (1), the sum of R2 per month and such employee shall then provide his own uniform, overall or other protective clothing and it shall be and remain his property.

(2) A general service employee shall be supplied, free of charge, with uniform, overall or other protective clothing.

13. TRANSPORT ALLOWANCES

A transport allowance of not less than R3 per month shall be paid to each employee who does not reside in the establishment in which he is employed and who does not receive transport free of charge from his employer to and from his place of employment. Such allowance shall be paid in addition to wages and any other amounts due to such employee and

inrigting betaal word: Met dien verstande dat waar diens voor die gewone betaaldag beëindig word 'n pro rata-bedrag bereken op 'n daaglikse grondslag vir elke dag gewerk gedurende die tydperk waarop dit betrekking het, betaal moet word benewens lone en alle ander bedrae wat aan die werknemer verskuldig is.

14. DIENSBEEINDIGING

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

24 uur kennis gee van sy voorneme om die kontrak te beëindig: Met dien verstande dat—

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

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

nie hierdeur geraak word nie: Voorts met dien verstande dat 'n werkgewer of sy werknemer die kontrak sonder kennisgewing mag beëindig deur in plaas van sodanige kennisgewing aan die werknemer minstens die volgende te betaal of aan die werkgewer minstens die volgende te betaal of te verbeur, na gelang van die geval:

(aa) Minstens een dag se besoldiging;

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

(2) Die diensopsegging in subklousule (1) voorgeskryf, neem 'n aanvang vanaf die einde van die dienstryd waarin kennis gegee word: Met dien verstande dat die diensopseggingstermyn nie mag saamval nie met, of diens nie opgesê mag word nie gedurende enige tydperk wat 'n werknemer ingevolge die Verdedigingswet, 1957, militêre diens ondergaan of gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 10 of met siekteverlof toegestaan ingevolge klousule 11.

15. VRYSTELLINGS

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

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

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

(a) Die volle name van die betrokke persoon;

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

(c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word; en

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

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word in volgorde nommer;

(b) 'n kopie van elke sertifikaat wat uitgereik word, hou;

(c) waar vrystelling aan die werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur;

(d) 'n kopie van elke vrystellingsertifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 940, Durban, 4000, stuur.

16. BESTAANDE KONTRAKTE

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

17. SANITÊRE GERIEWE EN RUSKAMER-/VERKLEEKAMERFASILITEITE

'n Werkgewer moet behoorlike, voldoende en afsonderlike sanitêre geriewe en ruskamer-/verkleekamergeriewe vir Blanke en Nie-Blanke werknemers verskaf: Met dien verstande dat afsonderlike geriewe vir Swart werknemers verskaf moet word.

shall be paid on the usual pay-day of the establishment: Provided that where employment is terminated before the usual pay-day a pro rata amount calculated on a daily basis for each day worked in the period to which it related, shall be paid in addition to wages and any other amounts due to such employee.

14. TERMINATION OF SERVICE

(1) An employer or employee, other than a casual employee, who desires to terminate the contract of employment shall give 24 hours' notice of his intention to terminate his contract: Provided that this shall not affect—

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

(ii) any written agreement between an employee and his employer which provides for such period of notice of equal duration on both sides for longer than prescribed in this clause: Provided further that an employer or his employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of notice—

(aa) not less than one day's pay;

(ab) where there is an agreement in terms of proviso (ii) to this subclause the payment or forfeiting in lieu of notice shall correspond with the period agreed upon.

(2) The notice prescribed in subclause (1) shall commence to run from the time of the conclusion of the tour of duty during which notice is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during any period an employee is undergoing military service in pursuance of the Defence Act, 1957, or during an employee's absence on leave granted in terms of clause 10 or on sick leave granted in terms of clause 11.

15. EXEMPTIONS

(1) The Council may, subject to the provisions of section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted, has expired.

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

(a) the full names of the person concerned;

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

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause on which such exemption is granted; and

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

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued;

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

(d) forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, P.O. Box 940, Durban, 4000.

16. 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.

17. SANITARY ACCOMMODATION AND REST/CHANGE ROOM FACILITIES

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

18. FONDSE VAN DIE RAAD

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

Twintig sent per maand of gedeelte daarvan moet deur elke werkgewer afgetrek word van die verdienste van elk van sy werknemers wat R50 of meer gedurende enige bepaalde maand verdien. Die werkgewer moet 'n gelyke bedrag byvoeg en maand vir maand, voor of op die 15de dag van elke maand, die totale bedrag, asook die bydraes tot die Voorsorgfonds ingevolge die Voorsorgfondsooreenkomste, tesame met 'n staat in sodanige vorm as wat die Raad van tyd tot tyd goedkeur, aan die Sekretaris van die Raad, Posbus 3990, Durban, 4000, stuur.

19. VAKVERENIGING- EN WERKGEWERS-ORGANISASIELEDEGELD

(1) Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens die lidmaatskapsgelede afrek wat deur sodanige werknemer aan die vakvereniging betaalbaar is ooreenkomstig die skaal van sodanige ledegeld waarvan die vakvereniging die werkgewer in kennis stel.

(2) Elke werkgewer wat lid van die werkgewersorganisasie is, moet aan die Raad die ledegeld betaal wat deur hom aan die werkgewersorganisasie verskuldig is ooreenkomstig die skaal van sodanige ledegeld waarvan hy deur genoemde organisasie in kennis gestel word.

(3) Die ledegeld in subklousules (1) en (2) bedoel, moet maandeliks aan die Raad betaal word en moet vergesel gaan van 'n staat in sodanige vorm as wat die Raad van tyd tot tyd goedkeur.

(4) Minstens een maal per maand moet die Raad die totale bedrae wat namens hulle ontvang is, aan die vakvereniging en die werkgewersorganisasie betaal.

20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

21. INDIENSNEMING VAN VAKVERENIGINGARBEID/ERKENNING VAN WERKWINKELVERTEENWOORDIGERS

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

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

(3) Hierdie klousule is nie op assistent-bestuurders, bestuurders en restaurantbestuurders en buitewerkoopbestuurder van toepassing nie.

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

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

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

(a) onderhoude te voer met werknemers oor vakverenigingssake;

(b) lede in te skryf;

(c) kennisgewings van die vakvereniging op te plak en te versprei;

(d) oor die algemeen lede en werkgewers by te staan tot onderlinge voordeel.

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

18. COUNCIL FUNDS

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

Twenty cents per month or part thereof shall be deducted by each employer from the earnings of each of his employees earning R50 or more during any one month. The employer shall add a like amount and forward month by month and not later than the 15th day of each month, the total sum together with the Provident Fund contributions in terms of the Provident Fund Agreement to the Secretary of the Council, P.O. Box 3990, Durban, 4000, accompanied by a schedule in such form as may be decided by the Council from time to time.

19. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

(1) Every employer shall deduct from the wages of each member of the trade union in his employ the membership subscriptions payable by such employee to the trade union in accordance with the scale of such subscriptions as notified by the trade union to the employer.

(2) Every employer who is a member of the employers' organisation shall remit to the Council the subscriptions payable by him to the employers' organisation in accordance with the scale of such subscriptions as notified to him by the said organisation.

(3) The subscriptions referred to in subclauses (1) and (2) shall be paid to the Council monthly and shall be accompanied by a schedule in such form as may be decided by the Council from time to time.

(4) The Council shall pay to the trade union and the employers' organisation at least once a month the total amounts received on their behalf.

20. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

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

(1) No member of the employers' organisation shall employ an employee for a period longer than two weeks unless such employee is a member of the trade union and no member of the trade union shall work for an employer who is not a member of the employers' organisation: Provided that a member of the employers' organisation may employ any employee who is not eligible for membership of the trade union.

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

(3) This clause shall not apply to assistant managers, managers, restaurant managers and off-sales managers.

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

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

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

(a) interviewing employees on trade union matters;

(b) enrolling members;

(c) posting and distributing notices by the trade union;

(d) generally assisting members and employers for mutual benefit.

(7) Every employer shall recognise the appointed shop steward of the trade union in his establishment. Such appointment shall be transmitted to the employer in writing.

22. VERTONING VAN OOREENKOMS

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

23. UITLEG VAN OOREENKOMS

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

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

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

24. AGENTE

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

(2) 'n Agent het die reg om—

(a) enige perseel of plek waar die Drank- en Spysenieringsbedryf uitgeoefen word, te enige tyd binne te gaan indien hy redelike grond het om aan te neem dat 'n persoon daarin in diens is;

(b) enige werkgever of werknemer in die teenwoordigheid van ander persone of alleen, soos hy mag goeddink, uit te vra of te ondervra betreffende enige of alle sake bedoel in of bykomstig tot hierdie Ooreenkoms;

(c) op sodanige tyd en plek, of onmiddellik, sodanige boeke, tydstate, registers en dokumente aan te vra as wat hy vir die doel van die Ooreenkoms nodig mag ag en om sodanige boeke, tydstate, registers en dokumente te ondersoek, na te gaan en te kopieer of na die Raad se kantoor vir sodanige doel te verwyder.

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

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

25. DIE HOU VAN REGISTERS—TYD-, LOON- EN BYWONINGSREGISTERS

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

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

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

26. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever wat nie die besonderhede soos uiteengesit in die voorgeskrewe vorm in Aanhangsel C ingevolge 'n vorige ooreenkoms aan die Sekretaris van die Raad gestuur het nie, moet dit doen binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat na daardie datum tot die Bedryf toetree, moet dit doen binne een maand nadat hy met sy werksaamhede begin het.

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

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

22. EXHIBITION OF AGREEMENT

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

23. INTERPRETATION OF AGREEMENT

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

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

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

24. AGENTS

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

(2) An agent shall have the following powers:

(a) To enter any premises or place in which the Liquor and Catering Trade is carried on at any time that he has reasonable cause to believe that any person is employed therein;

(b) to interrogate, question, in the presence or apart from others as he deems fit, any employer or employee regarding any or all matters referred to in or incidental to this Agreement;

(c) to require the production at such time and place or there and then of such books, time sheets, records and documents for the purpose of the Agreement as he may decide and to inspect, examine and copy such books, time sheets, records and documents or to remove them to the Council's offices for such purposes.

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

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

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

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

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

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

26. REGISTRATION OF EMPLOYERS

(1) Every employer who has not done so in pursuance of any previous agreement shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Trade after that date shall, within one month of commencement of operations by him, forward to the Secretary of the Council the information as set out in the prescribed form in Annexure C.

(2) In the event of a change in any of the particulars required to be furnished in pursuance of subclause (1), the employer shall within 10 days of such change give notice thereof in writing to the Secretary of the Council.

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

27. VOORRAADTEKORT

Indien daar 'n geskil ontstaan tussen 'n werkgewer en sy werknemer oor 'n beweerde tekort in die drankvoorraad onder beheer van die betrokke werknemer, het die Raad se behoorlik aangestelde agent, saam met 'n verteenwoordiger van die vakvereniging wat 'n party by hierdie Ooreenkoms is, die bevoegdheid om die geskil te ondersoek en te besleg.

28. ULTRA VIRES

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

Namens die partye op hede die 20ste dag van November 1978 in Durban onderteken.

M. F. A. RECK, Voorsitter van die Raad.

A. C. REDDY, Ondervoorsitter van die Raad.

J. A. WILLEMSE, Sekretaris van die Raad.

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE DRANK- EN SPYSENIERS-
BEDRYF, DURBAN
MEDISESE SERTIFIKAAT

Ek (i).....
woonagtig te.....
sertifiseer hierby dat (ii).....
deur my ondersoek is op.....
en dat hy/sy ly aan (iii).....

Ek sertifiseer voorts dat hy/sy gevolglik nie in staat is om werksaam-
hede te verrig nie en ag dit noodsaaklik vir die herstel van sy/haar
gesondheid dat hy/sy verlof moet hê vanaf.....
tot..... om.....

Datum.....
Geteken: Mediese praktisyn

- (i) Naam en kwalifikasies van mediese praktisyn.
(ii) Naam en beroep van pasiënt.
(iii) Die aard van die ongesteldheid, siekte of besering moet sover
moontlik in nie-tegniese terme verstrek word met besonderhede
kortliks oor die agtergrond, simptome en erns en die bepaalbare
oorsaak daarvan.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE DRANK- EN SPYSENIERS-
BEDRYF, DURBAN
DIENSSERTIFIKAAT
OOREENKOMSTIG KLOUSULE 9 VAN DIE OOREENKOMS
No.....

Naam en adres van bedryfsinrigting.....

Ek sertifiseer hierby dat ondergenoemde persoon by my in diens
was en dat die besonderhede hieronder uiteengesit korrek is:

- Volle naam van werknemer.....
 - Ook bekend as.....
 - Identiteitsnommer.....
 - Werkloosheidversekeringsfonds—Reeksnommer.....
 - Voorsorgfondsnommer.....
 - Adres.....
 - Geslag..... 4. Ouderdom.....
 - Beroep.....
 - Loonskaal by diensverlating.....
 - Werklike loon en opgelope bedrae wat by diensbeëindiging
betaal is.....
 - Datum waarop diens verlaat is.....
 - Nommer en datum van sertifikaat wat deur vorige werkgewer
uitgereik is.....
- Gedateer te..... op hede die..... dag van.....
.....19.....

Handtekening van werkgewer/behoorlik
gemagtigde verteenwoordiger

27. STOCK SHORTAGE

Should a dispute relating to an alleged shortage in the liquor stock under the control of an employee arise between the said employee and his employer, the Council's duly appointed agent, together with a representative of the trade union being a party to this Agreement, shall have the authority to investigate and settle the dispute.

28. ULTRA VIRES

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

Signed at Durban on behalf of the parties this 20th day of November 1978.

M. F. A. RECK, Chairman of the Council.

A. C. REDDY, Vice-Chairman of the Council.

J. A. WILLEMSE, Secretary of the Council.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, DURBAN
MEDICAL CERTIFICATE

I (i).....
residing at.....
hereby certify that (ii).....
was examined by me on the.....
and that he/she is suffering from (iii).....

I further certify that he/she is in consequence unable to perform
duties, and I consider it essential for the recovery of his/her health
that he/she should have leave from..... to.....
for the purpose of.....

Date.....
Signed: Medical practitioner

- (i) Name and qualifications of medical practitioner.
(ii) Name and occupation of patient.
(iii) The nature of the illness, disease or injury to be stated as far
as possible in non-technical terms with concise particulars as to
history, symptoms and severity and ascertainable cause.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, DURBAN
CERTIFICATE OF SERVICE
IN TERMS OF CLAUSE 9 OF THE AGREEMENT

No.....

Name and address of establishment.....

I hereby certify that the undermentioned person was employed
by me and that the particulars detailed hereunder are correct:

- Full name of employee.....
 - Also known as.....
 - Identity No.....
 - UIF Serial No.....
 - Provident Fund No.....
- Address.....
- Sex..... 4. Age.....
- Occupation.....
- Rate of wages at date of leaving.....
- Actual wage and accruals paid on termination.....
- Date of leaving service.....
- Number of certificate issued by previous employer and date.....

Dated at..... this..... day of..... 19.....

Signature of employer/duly authorised
representative

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE DRANK- EN SPYSENIERS-
BEDRYF, DURBAN

BESONDERHEDE IN VERBAND MET BEDRYFS-
INRIGTING

VERKLARING OOREENKOMSTIG KLOUSULE 26 VAN
DIE OOREENKOMS

Datum.....

Die Sekretaris
Nywerheidsraad
Posbus 3990
Durban
4000

Meneer,

Ek verstrek hierby die volgende besonderhede in verband met hierdie besigheid:

1. Naam waaronder besigheid gedryf word.....
2. Adres waar besigheid gedryf word.....
3. (a) Aard van dranklisensie.....
(b) Oorspronklike datum van uitreiking.....
4. (a) Moet ingevul word in gevalle waar besigheid deur 'n enkele persoon gedryf word:
Volle naam.....
(b) Moet ingevul word in gevalle waar besigheid gedryf word deur twee of meer persone in vennootskap:
(i) Volle naam en adres van elke vennoot.....
(ii) Volle naam van vennootskap of bedryf.....
(c) Moet ingevul word in gevalle waar besigheid gedryf word deur 'n geregistreerde maatskappy:
(i) Volle naam en adres van maatskappy.....
(ii) Volle name en adresse van direkteure.....
5. Getal persone in diens in verband met die besigheid:
Asiërs..... Swartes.....
Kleurlinge..... Blankes.....
6. Datum waarop huidige eienaar werksaamhede begin het.....

Handtekening van werkgewer persoon of
deur hom gemagtig

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, DURBAN

ESTABLISHMENT PARTICULARS

STATEMENT IN TERMS OF CLAUSE 26 OF THE
AGREEMENT

Date.....

The Secretary
Industrial Council
P.O. Box 3990
Durban
4000

Dear Sir,

I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on.....
2. Address at which business is carried on.....
3. (a) Nature of liquor licence.....
(b) Date of original issue.....
4. (a) To be completed in cases where business is carried on by a single person:
Full name.....
(b) To be completed in cases where business is carried on by two or more persons in partnership:
(i) Full name and address of each partner.....
(ii) Full partnership or trade name.....
(c) To be completed in cases where business is carried on by a registered company:
(i) Full name and address of company.....
(ii) Full names and addresses of directors.....
5. Number of persons employed in connection with the business:
Asians..... Blacks.....
Coloureds..... Whites.....
6. Date present owner commenced operation.....

Signature of employer or person authorised
by him

AGROCHEMOPHYSICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Biochemie, Biometrika, Grondkunde, Landbou-ingenieurswese, Landbouweerkunde en Ontledingstegnieke. Vier dele van die tydskrif word per jaar gepubliseer.

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