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No. 6586.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1978.]

[2 December 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

LIQUOR AND CATERING TRADE, EAST LONDON.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, 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 from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive) and 22 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Trade in the area within a radius of five miles from the City Hall, East London; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the area within a radius of five miles from the City Hall, East London, and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in clauses 3 to 5 (5) (g) (inclusive), 5 (5) (i) to 18 (inclusive) and 22 of the said Agreement shall *mutatis mutandis* be binding upon all Natives 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 Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1978.]

[2 Desember 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

DRANK- EN VERVERSINGSBEDRYF, OOS-LONDEN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf-betrekking het, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 19 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Bedryf in die gebied binne 'n straal van vyf myl van die Stadsaal, Oos-Londen; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 5 (5) (g), 5 (5) (i) tot en met 18 en 22 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, in die gebied binne 'n straal van vyf myl van die Stadsaal, Oos-Londen, *mutatis mutandis* bindend is vir alle Naturelle 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 Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, EAST LONDON.

AGREEMENT

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

Hotel Association of East London

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

East London and Border Hotel European Employees' Union and the

East London Liquor and Catering Trades Employees' Union (hereinafter referred to as "the employees" or "the trade unions"), of the other part,

being the parties to the Industrial Council for the liquor and Catering Trade, East London.

1. AREA AND SCOPE OF AGREEMENT.

The terms of this Agreement shall be observed in the area within a radius of five miles from the City Hall, East London, by all members of the employers' organization who are employers within the meaning of the Act, and who are engaged in the liquor and catering trade and by all members of the trade union who are employees within the meaning of the Act and who are employed in the trade and for whom wages are prescribed in clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Act, and shall remain in force for one year or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956, as amended;

"assistant manager" means an employee who, under the general supervision of a manager, performs some or all the duties of a manager;

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

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

"barboy" means an employee who in or in connection with a bar or the off-sales department of an establishment is engaged in performing one or more of the following operations:—

- (1) Labelling or corking bottles;
- (2) delivering liquor to customers for off-consumption;
- (3) carrying, packing or stacking liquor;
- (4) cleaning premises, glasses or bottles;
- (5) bottling wine under supervision;

"barman" means an employee who is engaged in selling liquor over a counter in a bar or supplying liquor to wine stewards to serve to customers;

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

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

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

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a receptionist;

"clerical employee, unqualified," means a clerical employee who has had not less than four years' experience;

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

"cook" means an employee, other than a labourer, kitchen-hand, night porter or waiter, who is engaged in preparing or cooking food for guests;

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

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

"Council" means the Industrial Council for the Liquor and Catering Trade, East London, deemed to be registered in terms of section two (4) of the Act;

"daily wage" means the weekly wage divided by seven;

"day" means a period of twenty-four consecutive hours commencing at midnight, save in respect of employees working on night shift when it shall mean a period of twenty-four consecutive hours commencing at midday;

"emergency work" means any work which, owing to unforeseen causes, such as fire, storm, accident, violence or theft, must be done without delay;

BYLAWE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-BEDRYF, OOS-LONDEN.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, aangegaan tussen die

Hotel Association of East London

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

East London and Border Hotel European Employees' Union en die

East London Liquor and Catering Trades Employees' Union (hieronder „die werknemers" of „die vakvereniging" genoem), aan die ander kant

wat die partye is by die Nywerheid vir die Drank- en Verversings-bedryf, Oos-Londen.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die gebied binne 'n omtrek van vyf myl van die Stadsaal, Oos-Londen, deur alle lede van die werkgewersorganisasie wat binne die betekenis van die Wet werkgewers is en wat die drank- en verversingsbedryf uitoefen en deur alle lede van die vakvereniging wat werknemers binne die betekenis van die Wet is en wat in die bedryf in diens is en vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel agt-en-veertig van die Wet bepaal en bly van krag vir een jaar of vir 'n tydperk wat deur hom vasgestel word.

3. WOORDOMSKRYWING.

Tensy 'n ander bedoeling blyk, het alle uitdrukkings, wat in hierdie Ooreenkoms gebruyk word en waarvan die betekenis in die Wet op Nywerheidsversoening, 1956, bepaal is, dieselfde betekenis as in dié Wet en, tensy teenstrydig met die samehang, beteken—

„Wet", die Wet op Nywerheidsversoening, 1956, soos gewysig;

„assistent-bestuurder", 'n werknemer wat, onder die algemene toesig van 'n bestuurder, sommige of al die pligte van 'n bestuurder verrig;

„assistent-bestuurder, gekwalifiseer," 'n assistent-bestuurder met minstens vier jaar ondervinding;

„assistent-bestuurder, ongekwalifiseer," 'n assistent-bestuurder met minder as vier jaar ondervinding;

„kantienbediende", 'n werknemer wat in of in verband met 'n kantien of die buiteverkoopsafdeling van 'n inrigting in diens is vir die uitvoering van een of meer van die volgende werksaamhede:—

- (1) Bottels etiketteer of toekurk;
- (2) drank aan klante aflewer vir buiteverbruik;
- (3) drank dra, verpak of stapel;
- (4) persele, glase of bottels skoonmaak;
- (5) wyn onder toesig bottel;

„kantienman", 'n werknemer wat drank oor 'n toonbank in 'n kroeg verkoop of wynkelners van drank voorsien om klante te bedien;

„kantienman, gekwalifiseer," 'n kantienman met minstens drie jaar ondervinding;

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

„los werknemer", 'n werknemer wat hoogstens vier dae in enige week by dieselfde werkgewer in diens is;

„klerklike werknemer", 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van werk verrig en dit sluit 'n ontvang-klerk in;

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

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

„kok", 'n werknemer, uitgesonderd 'n arbeider, kombuisshulp, nagportier of kelner, wat kos vir gaste voorberei of kook;

„kok, gekwalifiseer," 'n kok met minstens vyf jaar ondervinding;

„kok, ongekwalifiseer," 'n kok met minder as vyf jaar ondervinding;

„Raad", die Nywerheidsraad vir die Drank- en Verversings-bedryf, Oos-Londen, geregistreer ingevolge artikel twee (4) van die Wet;

„dagloon", die weekloon gedeel deur sewe;

„dag" 'n tydperk van 24 agtereenvolgende ure wat om midder-nag begin, behalwe ten opsigte van werknemers wat nagskof werk, wanneer dit 'n tydperk van 24 uur beteken wat om 12-uur nm. begin;

„noodwerk", enige werk wat weens onvoorsiene oorsake soos brand, storm, 'n ongeluk, geweld of diefstal, sonder versuim gedoen moet word;

"establishment" means any premises on which the liquor and catering trade is carried on;

"experience" means in relation to—

- (i) an assistant manager, the total period or periods of employment which an employee has had as an assistant manager or manager;
- (ii) a clerical employee, the total period or periods of employment an employee has had as a clerical employee;
- (iii) a housekeeper, kitchen supervisor, cook, porter, page, the total period or periods of employment which an employee has had in the liquor and catering trade as a housekeeper, kitchen supervisor, cook, porter or page respectively;
- (iv) a barman, off-sales attendant, waiter or wine steward, the total period or periods of employment which an employee has had as a barman, off-sales attendant, waiter or wine steward, respectively, in the Liquor and Catering Trade or in any club or restaurant, which at the time of such employment held a club or restaurant liquor licence issued in terms of the provisions of the Liquor Act, 1928;

provided that for the purposes of this definition only one-half of the total period or periods of employment which an employee has had as a part-time employee in any class of employment shall be deemed to be employment in that class; "guest" does not include an employer or his family, or an employee or the family of an employee where such family lodges in an establishment;

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

"head barman" means a barman who has been placed in charge of and who supervises one or more qualified barmen;

"head cook" means a cook who has been placed in charge of the kitchen of an establishment in which one or more qualified cooks are employed and who supervises them;

"head waiter" means an employee who is engaged in showing guests to their seats, who is in charge of and supervises one or more qualified waiters and who may receive payment from guests for meals;

"housekeeper" means an employee who is employed to supervise labourers and who may supervise the receipt, storing or issue of hotel linen; and includes a "kitchen supervisor";

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

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

"kitchen supervisors" means an employee who supervises employees (other than cooks) who work in a kitchen of an establishment; who is in charge of pantry stores and who may be responsible for ordering such stores;

"kitchenhand" means an employee who is engaged in cutting up raw foodstuffs and who may make toast or tea or similar beverages or cook eggs or attend to vegetables in the process of cooking;

"labourer" means an employee who is engaged in one or more of the following duties or operations:—

- (1) Carrying, lifting or stacking articles or supplies;
- (2) delivering goods, other than liquor, on foot or by means of a bicycle or handcart;
- (3) tending animals or poultry;
- (4) loading or unloading;
- (5) cleaning premises, furniture, utensils, footwear, vehicles, vegetables, fish, poultry or other articles, serving early morning tea or similar beverages to guests;
- (6) plucking poultry;
- (7) cooking rations for employees, or making tea or similar beverages for employees or serving it to them;
- (8) making or maintaining fires or removing refuse or ashes;
- (9) pulling or pushing a handcart;
- (10) guarding premises, baggage or other articles during daylight;
- (11) under the supervision of a housekeeper, making beds or cleaning floors, windows or furniture in bedrooms or living rooms in the personal occupation of guests or cleaning bathrooms to such rooms;
- (12) gardening work, i.e. planting under supervision, or digging, mowing, ranking, weeding or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;

"law" includes the common law;

"Liquor and Catering Trade" or "Trade" means the trade carried on by employers and their employees when conducting, whether temporarily or permanently, the business of catering, hotel or bars, if liquor is supplied in connection with such business and the supply thereof is carried on in terms of a licence under the provisions of the Liquor Act, 1928, but does not include the trade carried on by an employer in terms of a restaurant, refreshment or tearoom keeper's licence under Item No. 20 of Part I of the Second

"inrigting", enige perseel waarop die drank- en verversings-bedryf gevoer word;

"ondervinding", ten opsigte van—

- (i) 'n assistent-bestuurder, die totale tydperk of tydperke diens wat 'n werknemer as 'n assistent-bestuurder of bestuurder gehad het;
- (ii) 'n klerklike werknemer, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerklike werknemer gehad het;
- (iii) 'n huishoudster, kombuisopsigter, kok, portier, joggie, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n huishoudster, kombuisopsigter, kok portier of joggie in die drankbedryf gehad het;
- (iv) 'n kantienman, buiteverkoopsbediende, kelder of wynkelner, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n kantienman, buiteverkoopsbediende, kelder of wynkelner gehad het in die drankbedryf of enige klub of restaurant wat ten tye van sodanige diens in besit was van 'n klub- of restaurantdranklisensie uitgegee kragtens die bepaling van die Drankwet, 1928;

met dien verstande dat vir die toepassing van hierdie omskrywing slegs helfte van die totale tydperk of tydperke van diens wat 'n werknemer as 'n deeltydse werknemer in enige klas gehad het, as diens in daardie klas beskou word; "gas", sluit nie 'n werkgewer of sy gesin, of 'n werknemer of die gesin van 'n werknemer waar sodanige gesin in 'n inrigting woon, in nie;

"handlanger", 'n werknemer wat klein veranderings aanbring aan meubels, installasie of ander toerusting en wat klein veranderings of verbeterings aan geboue kan aanbring;

"hoofkantienman", 'n kantienman wat in beheer is van en wat toesig hou oor een of meer gekwalifiseerde kantienmannen;

"hoofkok", 'n kok wat in beheer is van die kombuis van 'n inrigting waar een of meer gekwalifiseerde kokke in diens is en wat oor hulle toesig hou;

"hoofkelner", 'n werknemer wat gaste se sitplekke aanwys, wat in beheer is van en wat toesig hou oor een of meer gekwalifiseerde kelners en betaling van gaste vir etes kan ontvang;

"huishoudster", 'n werknemer wat toesig hou oor arbeiders en wat toesig kan hou oor die ontvangs, stoor of uitgee van hotellinne, en dit sluit 'n kombuisopsigter in;

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

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

"kombuisopsigter", 'n werknemer wat toesig hou oor werknemers (uitgesonderd kokke) wat in die kombuis van 'n inrigting werk, wat in beheer is van spensvoorraad en wat verantwoordelik kan wees vir die bestelling van sodanige voorraad;

"kombuushulp", 'n werknemer wat rou voedsel opsnay en wat roosterbrood of tee of dergelike drank kan maak, of eiers kook, of kyk na groente terwyl dit kook;

"arbeider", 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

- (1) Artikels of voorraad dra, oplig of stapel;
- (2) goedere, uitgesonderd drank, te voet of deur middel van 'n fiets of stootkarretjie afluwer;
- (3) diere of pluimvee versorg;
- (4) op- of aflaai;
- (5) persele, meubels, tafelgereedskap, skoeisel, voertuie, groente, vis, pluimvee of ander artikels skoonmaak, oggendtee of dergelike drank aan gaste bedien;
- (6) pluimvee pluk;
- (7) rantsoene vir werknemers kook, of tee of dergelike drank vir werknemers maak en dit aan hulle bedien;
- (8) vuurmaak en vure aan die gang hou, of afval of as verwyder;
- (9) 'n stootkarretjie trek of stoot;
- (10) persele bagasie of ander artikels gedurende die dag bewaak;
- (11) onder die toesig van 'n huishoudster beddens opmaak of vloere, vensters of meubels in slaapkamers of sitkamers wat deur gaste bewoon word, skoonmaak of badkamers wat aan sodanige kamers grens, skoonmaak;
- (12) tuinwerk, d.w.s. onder toesig plant of spit, gras sny, hark, skoffel of natmaak of grond of materiaal meng of versprei, of heinings snoei of regsny, of paai of paadjies skoonmaak of vee;

"wet", sluit die gemenerereg in;

"drank- en verversingsbedryf" of "bedryf", die bedryf uitgeoefen deur werkgewers en hul werknemers as hulle tydelik of permanent die besigheid dryf van verversings verskaf, hotelle of kantiene hou, as drank in verband met sodanige besigheid verskaf word en die verskaffing daarvan plaasvind ingevolge 'n lisensie kragtens die bepaling van die Drankwet, 1928, maar sluit nie die bedryf in wat uitgeoefen word ingevolge 'n restaurant-, verversings- of teekamerhouers-lisensie ingevolge Item No. 20 van Deel I van die Tweede Bylae by die Licenties Konsolidasie Wet, 1925, nie, afgesien

Schedule to the Licences Consolidation Act, 1925, whether or not such employer is also the holder of a liquor licence under the Liquor Act, 1928, permitting the supply of liquor in his restaurant, refreshment or tearoom; nor does it include an employer conducting a theatre licence, and his employees; "manager" means an employee employed in and specifically charged by his employer with the overall supervision over, responsibility for and direction of, the activities carried on in or in connection with an establishment engaged in the Liquor and Catering Trade but does not include an employee who relieves a manager during such manager's temporary absence;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"night porter" means an employee who is employed for not more than twelve consecutive hours between 6 p.m. and 8 a.m. to supervise an establishment and who may during such employment attend to guests who arrive late or depart early and prepare or cook meals for such guests or serve meals to them outside the normal guest meal times;

"nightwatchman" means an employee who is engaged for not more than 12 consecutive hours between 6 p.m. and 8 a.m. in guarding premises, buildings, gates or other property, locking up premises and who may, in addition, polish and clean furniture, boots or premises, lay and light fires, attend to guests on arrival and departure, make and answer telephone calls;

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

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

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

"page" means an employee under the age of eighteen years who is engaged in running errands, answering bells, making and answering telephone calls, or receiving or delivering messages; and who may in an establishment attend to the luggage of guests;

"part-time employee" means an employee employed by the week or month for not more than four ordinary hours of work per day;

"porter" means an employee who is engaged in arranging for the conveyance of guests or their baggage from or to an establishment or who attends the arrival of trains or ships to meet or canvass guests and who may drive a motor vehicle and operate a telephone switchboard;

"spreadover" means the period in any day from the time when an employee begins to work to the time when he finish work for that day;

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clause 6 and as prescribed for him in clause 4, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed, it means such higher amount;

"waiter" means an employee who is engaged in serving meals or refreshments to guests, who sets and clears tables and who may make sandwiches, toast, or salad;

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

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

"weekly wage" means the monthly wage divided by four and one-third;

"wine steward" means an employee, other than a barman, who is engaged in serving liquor to customers and who may receive payment for the liquor he so serves and operate a telephone switchboard;

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

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

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. REMUNERATION.

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

(a) Employees, other than those mentioned in (b) and (c):—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
Handyman.....	2 15 0	11 18 4
Labourer, male.....	1 10 0	6 10 0
Labourer, female.....	1 3 0	4 19 8
Assistant Manager, qualified.....	8 10 0	36 16 8
Assistant Manager, unqualified—		
During first year of experience.....	3 9 3	15 0 0
During second year of experience....	4 12 4	20 0 0
During third year of experience.....	5 15 5	25 0 0
During fourth year of experience....	6 18 6	30 0 0

of sodanige werkgewer ook die houer is van 'n dranklisensie kragtens die Drankwet, 1928 wat die verskaffing van drank in sy restaurant, verversings- of teekamer toelaat of nie; en dit sluit ook nie 'n werkgewer wat in besit is van 'n teaterlisensie en sy werknemers in nie;

"bestuurder", 'n werknemer wat spesifiek deur sy werkgewer in beheer geplaas is van die algehele toesig oor, verantwoordelijkheid vir en bestuur van die werksaamhede in of in verband met 'n inrigting in die drank- en verversingsbedryf, maar dit sluit nie 'n werknemer in wat 'n bestuurder aflos gedurende sodanige bestuurder se tydelike afwesigheid nie;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"nagportier", 'n werknemer wat hoogstens 12 agtereenvolgende ure tussen 6 n.m. en 8 v.m. in diens is om toesig te hou oor 'n inrigting en wat gedurende sodanige diens gaste kan versorg wat laat arriveer of vroeg vertrek en vir sodanige gaste etes voorberei of kook of etes aan hulle buite die gewone tyd vir gastemaaltye bedien;

"nagwag", 'n werknemer wat hoogstens 12 agtereenvolgende ure tussen 6 n.m. en 8 v.m. in diens is om persele, geboue, hekke of ander eiendom op te pas, persele toe te sluit en wat ook meubels, skoeisel of persele kan politoer, vure aanlê en aan die brand steek, tot diens van gaste by hulle aankoms en vertrek kan wees, en telefoonoproep maak en beantwoord;

"buiteverkoopsbediende", 'n werknemer wat drank vir verbruik buite die inrigting verkoop;

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

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

"joggie", 'n werknemer onder die ouderdom van 18 jaar wat boodskappe doen, klokkië beantwoord, telefoonoproep maak en beantwoord, of boodskappe ontvang of aflewer en wat in 'n inrigting die bagasie van gaste kan versorg;

"deeltydse werknemer", 'n werknemer wat per week of per maand vir hoogstens vier gewone werkeure per dag in diens is;

"portier", 'n werknemer wat vervoer vir gaste of hulle bagasie van of na 'n inrigting reël of wat teenwoordig is by die aankoms van treine of skepe om gaste te ontmoet of te werf en wat 'n motorvoertuig kan bestuur en 'n telefoonskakelbord kan bedien;

"werkdag", die tydperk op enige dag vanaf die tyd waarop die werknemer begin werk tot die tyd waarop hy vir daardie dag ophou met werk;

"loon", dié gedeelte van die besoldiging wat in geld betaalbaar is aan 'n werknemer ten opsigte van sy gewone werkeure in klousule 6 genoem en soos vir hom voorgeskryf in klousule 4, of waar 'n werkgewer 'n werknemer gereeld vir sodanige gewone werkeure 'n hoër bedrag betaal as dié wat aldus voorgeskryf is, beteken dit sodanige hoër bedrag;

"kelner", 'n werknemer wat etes of verversings aan gaste bedien, wat tafels dek of afdek en wat toebröodjies, roosterbrood of slaai kan maak;

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

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

"weekloon", die maandloon gedeel deur vier en 'n derde;

"wynkelner", 'n werknemer, uitgesonderd 'n kantiennman, wat drank aan klante bedien en wat betaling kan ontvang vir die drank wat hy aldus bedien en 'n telefoonskakelbord bedien;

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

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

Vir die toepassing van hierdie Ooreenkoms word dit beskou dat 'n werknemer in die klas is waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING.

(1) Die minimum loon wat deur 'n werkgewer betaal moet word aan elkeen van ondergenoemde klasse van sy werknemers moet wees soos hieronder uiteengesit:—

(a) Werknemers, uitgesonderd diegene in (b) en (c) genoem:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Handlanger.....	2 15 0	11 18 4
Arbeider, manlik.....	1 10 0	6 10 0
Arbeider, vroulik.....	1 3 0	4 19 8
Assistent-bestuurder, gekwalifiseer.....	8 10 0	36 16 8
Assistent-bestuurder, ongekwalifiseer—		
Gedurende die eerste jaar onder-		
vinging.....	3 9 3	15 0 0
Gedurende die tweede jaar onder-		
vinging.....	4 12 4	20 0 0
Gedurende die derde jaar onder-		
vinging.....	5 15 5	25 0 0
Gedurende die vierde jaar onder-		
vinging.....	6 18 6	30 0 0

	Per Week. £ s. d.	Per Month. £ s. d.
Off-Sales Attendant, male, qualified....	5 15 0	24 18 4
Barman, qualified.....	5 15 0	24 18 4
Off-Sales Attendant, male unqualified— Barman, unqualified—		
During first year of experience.....	2 15 0	11 18 4
During second year of experience...	3 15 0	16 5 0
During third year of experience....	4 15 0	20 11 8
Off-Sales Attendant, female, qualified...	4 12 0	19 18 8
Off-Sales Attendant, female, unqualified—		
During first year of experience.....	2 4 0	9 9 8
During second year of experience....	3 0 0	13 0 0
During third year of experience.....	3 16 0	16 9 4
Head Cook.....	5 0 0	21 13 4
Head Barman.....	6 5 0	27 1 8
Head Waiter.....	3 7 6	14 12 6
Housekeeper, qualified.....	3 7 6	14 12 6
Housekeeper, unqualified— Kitchen Supervisor—		
During first year of experience.....	2 5 0	9 15 0
During second year of experience....	2 11 8	11 3 10
During third year of experience.....	2 18 4	12 12 9
Thereafter.....	3 7 6	14 12 6
Clerical Employee, male, qualified.....	5 0 0	21 13 4
Clerical Employee, male, unqualified—		
During first year of experience.....	1 15 2	7 13 4
During second year of experience....	2 11 4	11 3 4
During third year of experience.....	3 7 6	14 12 6
During fourth year of experience....	4 3 8	18 3 4
Clerical Employee, female, qualified....	3 15 0	16 5 0
Clerical Employee, female, unqualified—		
During first year of experience.....	1 13 6	7 5 0
During second year of experience....	2 3 10	9 10 0
During third year of experience.....	2 14 3	11 15 0
During fourth year of experience....	3 4 7	14 0 0
Cook, male, qualified.....	3 2 6	13 10 10
Cook, male, unqualified—		
During first year of experience.....	1 5 0	5 8 4
During second year of experience....	1 10 0	6 10 0
During third year of experience.....	1 15 0	7 11 8
During fourth year of experience....	2 5 0	9 15 0
During fifth year of experience.....	2 12 6	11 7 6
Cook, female, qualified.....	2 12 6	11 7 6
Cook, female, unqualified—		
During first year of experience.....	1 7 6	5 19 2
During second year of experience....	1 12 6	7 0 10
During third year of experience.....	1 17 6	8 2 6
During fourth year of experience....	2 2 6	9 4 2
During fifth year of experience.....	2 7 6	10 5 10
Kitchenhand.....	1 10 0	6 10 0
Barboy.....	1 10 0	6 10 0
Night Porter.....	2 17 6	12 9 2
Night Watchman.....	1 15 0	7 11 8
Page—		
During first year of experience.....	1 7 6	5 19 2
During second year of experience....	1 12 4	7 0 0
Thereafter.....	1 15 0	7 11 8

	Per week. £ s. d.	Per maand. £ s. d.
Buiteverkoopsbediende, manlik, gekwalifiseer.....	5 15 0	24 18 4
Kantienman, gekwalifiseer.....	5 15 0	24 18 4
Buiteverkoopsbediende, manlik, ongekwalifiseer— Kantienman, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	2 15 0	11 18 4
Gedurende die tweede jaar onder- vinding.....	3 15 0	16 5 0
Gedurende die derde jaar onder- vinding.....	4 15 0	20 11 8
Buiteverkoopsbediende, vroulik, gekwalifiseer.....	4 12 0	19 18 8
Buiteverbruiksbediende, vroulik, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	2 4 0	9 9 8
Gedurende die tweede jaar onder- vinding.....	3 0 0	13 0 0
Gedurende die derde jaar onder- vinding.....	3 16 0	16 9 4
Hoofkok.....	5 0 0	21 13 4
Hoofkantienman.....	6 5 0	27 1 8
Hoofkelner.....	3 7 6	14 12 6
Huishoudster, gekwalifiseer.....	3 7 6	14 12 6
Huishoudster, ongekwalifiseer— Kombuisopsigter—		
Gedurende die eerste jaar onder- vinding.....	2 5 0	9 15 0
Gedurende die tweede jaar onder- vinding.....	2 11 8	11 3 10
Gedurende die derde jaar onder- vinding.....	2 18 4	12 12 9
Daarna.....	3 7 6	14 12 6
Klerklike werknemer, manlik, gekwalifiseer.....	5 0 0	21 13 4
Klerklike werknemer, manlik, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	1 15 2	7 13 4
Gedurende die tweede jaar onder- vinding.....	2 11 4	11 3 4
Gedurende die derde jaar onder- vinding.....	3 7 6	14 12 6
Gedurende die vierde jaar onder- vinding.....	4 3 8	18 3 4
Klerklike werknemer, vroulik, gekwalifiseer.....	3 15 0	16 5 0
Klerklike werknemer, vroulik, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	1 13 6	7 5 0
Gedurende die tweede jaar onder- vinding.....	2 3 10	9 10 0
Gedurende die derde jaar onder- vinding.....	2 14 3	11 15 0
Gedurende die vierde jaar onder- vinding.....	3 4 7	14 0 0
Kok, manlik, gekwalifiseer.....	3 2 6	13 10 10
Kok, manlik, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	1 5 0	5 8 4
Gedurende die tweede jaar onder- vinding.....	1 10 0	6 10 0
Gedurende die derde jaar onder- vinding.....	1 15 0	7 11 8
Gedurende die vierde jaar onder- vinding.....	2 5 0	9 15 0
Gedurende die vyfde jaar onder- vinding.....	2 12 6	11 7 6
Kok, vroulik gekwalifiseer.....	2 12 6	11 7 6
Kok, vroulik, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	1 7 6	5 19 2
Gedurende die tweede jaar onder- vinding.....	1 12 6	7 0 10
Gedurende die derde jaar onder- vinding.....	1 17 6	8 2 6
Gedurende die vierde jaar onder- vinding.....	2 2 6	9 4 2
Gedurende die vyfde jaar onder- vinding.....	2 7 6	10 5 10
Kombuishulp.....	1 10 0	6 10 0
Kantienbediende.....	1 10 0	6 10 0
Nagportier.....	2 17 6	12 9 2
Nagwag.....	1 15 0	7 11 8
Joggie—		
Gedurende die eerste jaar onder- vinding.....	1 7 6	5 19 2
Gedurende die tweede jaar onder- vinding.....	1 12 4	7 0 0
Daarna.....	1 15 0	7 11 8

	Per Week. £ s. d.	Per Month. £ s. d.
Porter—		
During first year of experience.....	2 6 2	10 0 0
Thereafter.....	2 12 6	11 7 6
Waiter, male, qualified.....	2 12 6	11 7 6
Wine Steward, qualified.....	2 12 6	11 7 6
Waiter, male, unqualified—		
Wine, Steward, unqualified—		
During first year of experience.....	1 10 0	6 10 0
During second year of experience....	1 15 0	7 11 8
During third year of experience.....	2 2 6	9 4 2
Waiter, female, qualified.....	2 2 6	9 4 2
Waiter, female, unqualified—		
During first year of experience.....	1 7 6	5 19 2
During second year of experience....	1 12 6	7 0 10
During third year of experience.....	1 17 6	8 2 6

provided—

- (i) that the weekly wage of an employee shall be increased, in the case of a labourer, barboy, kitchenhand, night watchman, by not less than seven shillings and five-pence, and in the case of every other employee, by not less than sixteen shillings, in respect of any week in which the employer has not provided such employee regularly with three meals per day free of charge;
 - (ii) that nothing in this Agreement shall be so construed where a meal is made available to an employee and he does not avail himself thereof, in the case of the first proviso, that he is entitled to compensation;
 - (iii) that where an employer, with the consent of his employee, provides him with lodging, the employer may make a deduction for such lodging, not exceeding in the case of a labourer, barboy, kitchenhand, night watchman, twelve shillings per month and in the case of all other employees £2. 3s. 4d. per month.
- (b) *Casual Employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-seventh of the weekly wage (or in the case of a rising scale, one-seventh of the weekly wage for a qualified employee) prescribed for an employee who performs the same class of work as the casual employee is required to do, plus ten per cent; provided that where a casual employee is not required to work for a period of more than four consecutive hours on any day, his prescribed wage may be reduced by fifty per cent.
- (c) *Part-time Employees.*—A part-time employee shall be paid not less than fifty per cent of the wages prescribed for an employee who in the same area and with the same experience performs the same class of work as the part-time employee is required to perform, with due regard to the definition "experience".
- (d) An employer shall, in addition to the prescribed wage, provide his casual employee or part-time employee free of charge with a meal in respect of every ordinary guest meal hour of the establishment which falls within the spreadover of such an employee.

(2) *Basis of Contract.*—For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly, and save as provided in clause 5 (5), an employee shall be paid in respect of the week not less than the full weekly wage prescribed in sub-clause (1) read with sub-clause (3) for an employee of his class whether he has in that week worked the maximum number of ordinary hours applicable to him for that week in terms of clause 6 or less.

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

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

is prescribed in sub-clause (1), shall pay to such employee in respect of that day—

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

provided—

- (i) that this sub-clause shall not apply where the difference between the classes, in terms of sub-clause (1), is based on sex or experience;

	Per week. £ s. d.	Per maand. £ s. d.
Portier—		
Gedurende die eerste jaar onder- vinding.....	2 6 2	10 0 0
Daarna.....	2 12 6	11 7 6
Kelner, manlik, gekwalifiseer.....	2 12 6	11 7 6
Wynkelner, gekwalifiseer.....	2 12 6	11 6 7
Kelner, manlik, ongekwalifiseer—		
Wynkelner, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	1 10 0	6 10 0
Gedurende die tweede jaar onder- vinding.....	1 15 0	7 11 8
Gedurende die derde jaar onder- vinding.....	2 2 6	9 4 2
Kelner, vroulik, gekwalifiseer.....	2 2 6	9 4 2
Kelner, vroulik, ongekwalifiseer—		
Gedurende die eerste jaar onder- vinding.....	1 7 6	5 19 2
Gedurende die tweede jaar onder- vinding.....	1 12 6	7 0 10
Gedurende die derde jaar onder- vinding.....	1 17 6	8 2 6

met dien verstande dat—

- (i) die weekloon van 'n werknemer verhoog moet word in die geval van 'n arbeider, kantienbediende, kombuis-hulp, nagwag, met minstens 7s. 5d. en in die geval van elke ander werknemer met minstens 16s. ten opsigte van enige week waarin die werkgewer sodanige werknemer nie voorsien het van drie gratis maaltye per dag nie;
 - (ii) niks in hierdie ooreenkoms so vertolk kan word dat waar 'n ete aan 'n werknemer beskikbaar gestel word en hy dit nie gebruik nie, hy, soos in die geval van die eerste voorbehoudbepaling, op vergoeding geregtig is nie;
 - (iii) waar 'n werkgewer, met die toestemming van sy werknemer, hom voorsien van losies, die werkgewer vir sodanige losies 'n aftrekking mag maak van, hoogstens, in die geval van 'n arbeider, kantienbediende, kombuis-hulp, nagwag, 12s. per maand en in die geval van alle ander werknemers £2. 3s. 4d. per maand.
- (b) *Los werknemers.*—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag diens minstens een-sewende van die weekloon betaal word (of in die geval van 'n stygende skaal, een-sewende van die weekloon vir 'n gekwalifiseerde werknemer) voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig, as wat van die los werknemer vereis word, plus tien persent; met dien verstande dat waar dit nie van 'n los werknemer vereis word om vir 'n langer tydperk as vier agtereenvolgende ure op enige dag te werk nie, sy voorgeskrewe loon met 50 persent verminder mag word.
- (c) *Deeltydse werknemers.*—'n Deeltydse werknemer moet minstens 50 persent van die lone betaal word wat voorgeskryf word vir 'n werknemer in dieselfde gebied en met dieselfde ondervinding, wat dieselfde klas werk verrig as wat 'n deeltydse werknemer verplig is om te doen met volle inagneming van die omskrywing „ondervinding“.
- (d) 'n Werkgewer moet, benewens die voorgeskrewe loon, sy los werknemer of deeltydse werknemer voorsien van 'n gratis maaltyd ten opsigte van elke gastemaaltyduur van die inrigting wat binne die werkdag van sodanige werknemer val.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is kontrakbasis van 'n werknemer se diens, uitgesonderd 'n los werknemer, weekliks en behoudens soos bepaal in klousule 5 (5) moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word, soos voorgeskryf in subklousule (1) gelees met subklousule (3) vir 'n werknemer van sy klas of hy in daardie week die maksimum getal gewone ure wat op hom van toepassing is vir daardie week kragtens klousule 6 of minder gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat 'n lid van een klas van sy werknemers verplig of toelaat om altesaam langer as een uur op enige dag te werk, benewens sy eie werk of ter vervanging daarvan werk van 'n ander klas verrig waarvoor—

- (a) 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf is, moet aan sodanige werknemer ten opsigte van daardie dag—

- (i) in die geval in paragraaf (a) genoem, minstens die dagloon betaal, bereken op die hoër weeklikse skaal; en
- (ii) in die geval in paragraaf (b) genoem, minstens die dagloon betaal, bereken op die weeklikse skaal wat van toepassing is op gekwalifiseerde werknemers van die hoër klas;

met dien verstande dat—

- (i) hierdie subklousule nie van toepassing is nie waar die verskil tussen die klasse kragtens subklousule (1) op geslag of ondervinding gebaseer is;

- (ii) that this sub-clause shall not apply to a cook, barman or waiter who performs the work of a head cook, head barman or head waiter, respectively, during the latter's absence on time-off granted in terms of clause 6 (9);
 - (iii) that, unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to prevent an employer from requiring an employee to perform the work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.
- (4) In addition to the wages payable to employees in terms of this clause they shall on each pay-day be paid cost of living allowance as laid down in War Measure No. 43 of 1942, as amended from time to time.
- (5) Nothing in this Agreement shall operate to reduce the wages which were being paid to an employee prior to the date of this Agreement.

5. PAYMENT OF REMUNERATION.

(1) *Employees, other than Casual Employees.*—Save as provided in clause 7 (3) any amount payable to an employee, other than a casual employee, shall be paid in cash monthly, or, if the employer and employee have agreed thereto, in cash or by cheque weekly, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing, the employer's name, the employee's name and occupation, the number of ordinary hours and overtime hours worked, details of any deductions made, the remuneration, the cost of living allowance due and the period in respect of which the payment is made; providing that no pay-day shall be on a day later than two days after the remuneration of any employee became due.

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

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly in respect of the employment or training of an employee.

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

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

- (a) With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
 - (b) 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 his absence calculated on the basis of the wage which such employee was receiving at the time thereof;
 - (c) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;
 - (d) subject to the provisions of sub-clause (4) with the written consent of his employee, a deduction of any amount due to an employer for goods purchased from him by his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee;
 - (e) a deduction of any amount of remuneration advanced by an employer to his employee;
 - (f) a deduction to Council Funds in terms of clause 16;
 - (g) deductions in terms of clause 11 and paragraph (iv) of sub-clause (1) of clause 8.
 - (h) with the written consent of the employee, deductions for subscriptions to the funds of any of the trade unions;
 - (i) with the consent of his employees deductions in terms of the third proviso to clause 4 (1) (a).
- (6) *Calculation of Wages.*—(a) The hourly wage of an employee shall be calculated by dividing his weekly wage by—
- (i) in the case of a casual labourer by 63;
 - (ii) in the case of a part-time employee by 28;
 - (iii) in the case of every other employee by 57.
- (b) The daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by 7.
- (c) The monthly wage of an employee shall be calculated by multiplying his weekly wage by four and one-third.
- (d) The weekly wage of a monthly employee shall be calculated by dividing his monthly wage by four and one-third.

6. HOURS OF WORK, AND OVERTIME.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee, other than a casual employee or a part-time employee, shall not exceed one hundred and fourteen per fortnight.

- (ii) hierdie subklousule nie van toepassing is nie op 'n kok, kantienman of kelner wat die werk doen van 'n hoofkok, hoofkantienman of kelner onderskeidelik, gedurende laasgenoemde se afwesigheid weens tyd-af kragtens klousule 6 (9) toegestaan;
- (iii) tensy die teenoorgestelde duidelik in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer bepaal word, niks in hierdie Ooreenkoms so vertolk kan word dat dit 'n werknemer verhoed om 'n werknemer te verplig om die werk van 'n ander klas te verrig waarvoor dieselde of 'n laer loon voorgeskryf is as die loon wat vir sodanige werknemer voorgeskryf is nie.

(4) Benewens die lone wat aan werknemers betaalbaar is kragtens hierdie klousule moet aan hulle op elke betaaldag 'n lewenskostoelae betaal word soos in Oorlogsmaatregel No. 43 van 1942 en soos van tyd tot tyd gewysig, bepaal word.

(5) Niks in hierdie Ooreenkoms kan die lone verminder wat aan 'n werknemer voor die datum van hierdie Ooreenkoms betaal is nie.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behalwe soos bepaal in klousule 7 (3) moet enige bedrag wat aan 'n werknemer uitgesonderd 'n los werknemer, betaalbaar is, maandeliks in kontant betaal word, of as die werkgever en werknemer daarvoor ooreengekom het wekeliks in kontant of per tjek, gedurende die werkure op die gewone betaaldag van die inrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind en dit moet in 'n koevert of houer wees waarop die volgende weergegee word of dit moet vergesel wees van 'n staat wat die volgende aandui: Die werkgever se naam, die werknemer se naam en beroep, die getal gewone ure en oortydure gewerk, besonderhede van enige aftrekkings wat gemaak is, die besoldiging, die verskuldigde lewenskostoelae en die tydperk ten opsigte waarvan betaling geskied; met dien verstande dat geen betaaldag mag val op 'n dag later as twee dae nadat die besoldiging van enige werknemer verskuldig geword het nie.

(2) *Los werknemers.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, in kontant by diensbeëindiging betaal.

(3) *Premies.*—Geen betaling mag direk of indirek aan 'n werkgever ten opsigte van die diens of opleiding van 'n werknemer gemaak of deur hom aangeneem word nie.

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

(5) *Boetes en aftrekkings.*—'n Werkgever mag sy werknemer geen boetes opleë en hy mag ook geen aftrekkings van sy werknemer se besoldiging maak nie, behalwe die volgende:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir vakansie-, siektebystand-, assuransië-, spaar-, voorsorgs- of pensioenfondse;
 - (b) behalwe waar andersins in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van die werk afwesig is, behalwe op bevel of versoek van sy werkgever, 'n aftrekking in verhouding met die tydperk van afwesigheid bereken op die basis van die loon wat sodanige werknemer ten tye daarvan ontvang;
 - (c) 'n aftrekking van enige bedrag wat 'n werkgever deur enige wet of bevel van enige bevoegde hof verplig of toegelaat word om te maak;
 - (d) behoudens die bepalinge van subklousule (4), met die skriftelike toestemming van sy werknemer, 'n bedrag van enige grootte wat aan 'n werkgever verskuldig is vir goedere deur sy werknemer van hom gekoop; met dien verstande dat sodanige aftrekking hoogstens een-derde van die totale besoldiging aan sodanige werknemer verskuldig, mag wees;
 - (e) 'n aftrekking van enige bedrag van die besoldiging wat deur die werkgever vooruit aan sy werknemer betaal is;
 - (f) 'n aftrekking vir Raadsfondse kragtens klousule 16;
 - (g) 'n aftrekking kragtens klousule 11 en paragraaf (iv) van subklousule (1) van klousule 8;
 - (h) met die skriftelike toestemming van die werknemer, aftrekkings vir bydraes tot die fondse van enige van die vakverenigings;
 - (i) met die toestemming van sy werknemers, aftrekkings kragtens die derde voorbehoudsbepaling van klousule 4 (i) (a).
- (6) *Berekening van lone.*—(a) Die uurloon van 'n werknemer moet bereken word deur sy weekloon deur—
- (i) in die geval van 'n los arbeider, dit deur 63 te deel;
 - (ii) in die geval van 'n deeltydse werknemer, dit deur 28 te deel;
 - (iii) in die geval van alle ander werknemers, dit deur 57 te deel.
- (b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon deur sewe te deel.
- (c) Die maandloon van 'n werknemer word bereken deur sy weekloon met vier en 'n derde te vermenigvuldig.
- (d) Die weekloon van 'n maandelike werknemer word bereken deur sy maandloon deur vier en 'n derde te deel.

6. WERKURE EN OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, moet hoogstens 114 per 14 dae wees.

(2) The ordinary hours of work of a casual employee shall not exceed nine on any day and the ordinary hours of work of a part-time employee shall not exceed twenty-eight in any week.

(3) *Meal Intervals.*—(a) An employer shall grant to each of his employees then on duty a meal interval of not less than thirty minutes commencing within a period of thirty minutes before and thirty minutes after each normal meal hour for guests in the establishment and during such interval he shall not require or permit his employee to perform any work and such interval shall not be deemed to be part of the ordinary hours of work or overtime.

(4) Save as provided in sub-clause (3) the ordinary hours of work of a part-time employee on any day shall be consecutive and shall be within a spreadover not exceeding four and a half hours.

(5) *Overtime.*—All time worked by an employee in excess of the maximum number of ordinary hours of work prescribed in this Agreement for such employee shall be deemed to be overtime.

(6) *Limitation of Overtime.*—(a) An employer shall not require or permit his employee, other than a casual employee, to work overtime for more than ten hours in any week, in the case of a part-time employee, and twenty hours in any fortnight in the case of any other employee.

(b) An employer shall not require or permit his casual employee to work overtime for more than two hours on any day.

(7) *Payment for Overtime.*—(a) An employer shall pay his employee who works overtime not less than one and a half times his hourly wage, in respect of each hour or part of an hour overtime worked.

(b) Payments in respect of overtime shall become payable at the end of each month or on termination of employment if this occurs during the month.

(8) *Spreadover.*—The ordinary hours of work and all overtime of an employee, other than a part-time employee, must be completed and all meal intervals must be included in a spreadover of not more than fourteen hours on any day and seven and a half in respect of half a day.

(9) *Time off.*—An employer shall grant his employee, other than a part-time employee or casual employee, not less time-off than the following:—

(a) In the case of a cook and a kitchenhand, half a day in each week, or one day in two consecutive weeks;

(b) in the case of a night porter or a night watchman, one day in each two consecutive weeks;

(c) in the case of every other employee, one day and one half day per week, alternatively, or one and a half consecutive days in each two consecutive weeks;

and during such time-off he shall not require or permit his employee to perform any work and for the purposes of this sub-clause the expression "half a day" means a period of not less than sixteen consecutive hours of which not less than six hours shall be immediately before 12.30 p.m. or immediately after 2.30 p.m.

(10) *Savings.*—(a) The provisions of sub-clauses (3), (6), (8) and (9) shall not apply to an employee engaged on emergency work.

(b) The provisions of this clause shall not apply to an assistant manager or the wife of a manager or to an employee earning a wage at a rate of not less than £55. 10s. per month, or, in the case of an employee who receives board and lodging in part payment of his wages, £50 per month.

(c) The provisions of sub-clauses (1), (2), (3), (4) and (8) shall not apply to a night porter or a night watchman.

(d) Notwithstanding the provisions of sub-clause (9) hereof, an employee may with his consent be required to work during his off-duty period subject to sub-clause (8) hereof in which event he shall, in respect of each hour or part of an hour by which such off-duty period falls short of such prescribed periods, be paid not less than his hourly wage, plus a hundred per cent.

7. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months' employment with him—

(a) in the case of a cook twenty-eight consecutive calendar days' leave;

(b) in the case of all other employees, twenty-one consecutive calendar days' leave;

and shall pay to such employee—

(i) in the case of an employee mentioned in (a), not less than four times his weekly wage; and

(ii) in the case of an employee mentioned in (b), not less than three times his weekly wage.

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

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

(2) Die gewone werkkure van 'n los werknemer moet hoogstens nege op enige dag wees en die gewone werkkure van 'n deeltydse werknemer moet hoogstens 28 in enige week wees.

(3) *Etensonderbrekings.*—'n Werkgewer moet aan elkeen van sy werknemers op diens 'n etensonderbreking van minstens 30 minute toestaan wat 'n aanvang neem binne 30 minute voor of 30 minute na elke gewone maaltyd vir gaste in die inrigting en gedurende sodanige onderbreking mag hy sy werknemer nie verplig of toelaat om enige werk te doen nie en sodanige onderbreking word nie beskou as deel van die gewone werkkure of oortyd nie.

(4) Behoudens soos bepaal in subklousule (3) moet die gewone werkkure van 'n deeltydse werknemer op enige dag agtereenvolgend wees en binne 'n werkdag van hoogstens vier en 'n half uur.

(5) Alle tyd wat deur 'n werknemer gewerk word bo die maksimum getal gewone werkkure in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf, word as oortyd beskou.

(6) *Bepaling van oortyd.*—(a) 'n Werkgewer mag nie sy werknemer, uitgesonderd 'n los werknemer, verplig of toelaat om langer as tien uur in enige week in die geval van 'n deeltydse werknemer, te werk nie, en 20 uur in 14 dae in die geval van enige ander werknemer.

(b) 'n Werkgewer mag nie sy los werknemer verplig of toelaat om langer as twee uur op enige dag oortyd te werk nie.

(7) *Betaling vir oortyd.*—(a) 'n Werkgewer moet sy werknemer wat oortyd werk een en 'n half keer sy uurloon betaal ten opsigte van elke uur of gedeelte van 'n uur oortyd gewerk.

(b) Betaling ten opsigte van oortyd is betaalbaar aan die end van elke maand of by diensbeëindiging as dit gedurende die maand plaasvind.

(8) *Werkdag.*—Die gewone werkkure en alle oortyd van 'n werknemer, uitgesonderd 'n deeltydse werknemer, moet voltooi wees en alle etensonderbrekings moet ingesluit word in die werkdag van hoogstens 14 uur op enige dag en sewe en 'n half ten opsigte van 'n halfdag.

(9) *Tyd-af.*—'n Werkgewer moet aan sy werknemer, uitgesonderd 'n deeltydse werknemer of 'n los werknemer, ten minste die volgende tyd-af toestaan:—

(a) In die geval van 'n kok en 'n kombuishulp, 'n halfdag in elke week of een dag in twee agtereenvolgende weke;

(b) in die geval van 'n nagportier of 'n nagwag, een dag in elke twee agtereenvolgende weke;

(c) in die geval van alle ander werknemers, een dag en 'n halfdag per week of een en 'n halwe agtereenvolgende dae in elke twee agtereenvolgende weke;

en gedurende sodanige tyd-af mag hy nie sy werknemer verplig of toelaat om enige werk te doen nie en vir die toepassing van hierdie subklousule beteken die uitdrukking „'n halfdag" 'n tydperk van minstens 16 agtereenvolgende ure waarvan minstens ses uur onmiddellik voor 12.30 nm. of onmiddellik na 2.30 nm. moet wees.

(10) *Voorbehoude.*—(a) Die bepalinge van subklousules (3), (6), (8) en (9) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(b) Die bepalinge van hierdie klousule is nie van toepassing op 'n assistent-bestuurder, of die vrou van 'n bestuurder, of 'n werknemer wat 'n loon verdien teen 'n skaal van minstens £55. 10s. per maand nie of in die geval van 'n werknemer wat losies en inwoning ontvang as gedeeltelike betaling van sy loon, £50 per maand.

(c) Die bepalinge van subklousules (1), (2), (3), (4) en (8) is nie van toepassing op 'n nagportier of 'n nagwag nie.

(d) Ondanks die bepaling van subklousule (9) hiervan mag 'n werknemer, met sy toestemming, verplig word om gedurende sy diensaf tyd subklousule (8) hiervan, te werk, en in dié geval moet hy ten opsigte van elke uur of gedeelte van 'n uur waarmee sodanige diensaf tyd korter is as sodanige voorgeskrewe tydperke, minstens sy uurloon plus 100 persent betaal word.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltwoide tydperk van 12 maande diens by hom die volgende toestaan:—

(a) In die geval van 'n kok, 28 agtereenvolgende kalenderdae verlof;

(b) in die geval van alle ander werknemers, 21 agtereenvolgende kalenderdae verlof;

en sodanige werknemer die volgende betaal:—

(i) In die geval van 'n werknemer in (a) genoem, minstens vier keer sy weekloon; en

(ii) in die geval van 'n werknemer in (b) genoem, minstens drie keer sy weekloon.

(2) Die verlof in subklousule (1) genoem, moet toegestaan word op 'n tydstop wat deur die werkgewer bepaal word; met dien verstande dat—

(i) indien sodanige verlof nie vroeër toegestaan is nie dit toegestaan moet word en begin binne vier maande na die voltooiing van die 12 maande diens waarop dit betrekking het;

- (ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period of military training;
- (iii) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of annual leave relates.

(3) *Leave Remuneration.*—The remuneration in respect of the annual leave prescribed in sub-clause (1) shall be paid not later than the last work day of the employee before the date of the commencement of the leave.

(4) An employee whose contract of employment terminates during any period of twelve months of employment with the same employer before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment, not less than—

- (a) in the case of an employee referred to in paragraph (a) of sub-clause (1), one-third of the weekly wage;
- (b) in the case of an employee referred to in paragraph (b) of sub-clause (1), one-fourth of the weekly wage;

he was receiving immediately before the date of such termination; provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the third proviso to sub-clause (2) and provided further that an employee, who leaves his employment without having given and served the period of notice prescribed in clause 13, unless the employer has waived such notice, or without cause recognised by law as sufficient, shall not be entitled to any payment by virtue of this sub-clause.

(5) An employee who has become entitled to a period of leave prescribed in sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid, in addition to any payment under sub-clause (4), the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

(6) For the purpose 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 sub-clause (1);
- (b) on sick leave in terms of clause 8;
- (c) on the instructions or at the request of his employer;
- (d) undergoing any military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b), and (c) plus the period of any training, referred to in item (d) undergone in that year, and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any law, from 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 commencement of this Agreement and to whom any law provided for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employers' service or the date of coming into force of this Agreement, whichever is the later.

(7) For the purposes of this clause—

- (a) "weekly wage" means the weekly wage of an employee plus, in the case of a labourer, barboy, kitchenhand, night watchman, an amount of not less than seven shillings and five pence, and, in the case of any other employee, an amount of not less than sixteen shillings.
- (b) No employee shall be permitted to work for wages or any other consideration during the period of his absence on leave on full pay.

8. SICK LEAVE.

(1) An employer shall grant to his employee, other than a casual employee or a part-time employee, who is absent from work through incapacity, four weeks' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him and shall pay to such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each four consecutive weeks of employment;
- (ii) that an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any period of absence exceeding three work days owing to incapacity, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity;

(ii) die verloftydperk nie mag saamval nie met siekteverlof toegestaan kragtens klousule 8 en ook nie met enige tydperk van militêre opleiding nie;

(iii) 'n werkgewer van sodanige verloftydperk enige dag geleentheidsverlof met volle besoldiging aan sy werknemer op sy werknemer se skriftelike versoek, toegestaan gedurende die tydperk van 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het, mag aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) voorgeskryf, moet betaal word voor of op die laaste werksdag van die werknemer voor die datum waarop die verlof begin.

(4) 'n Werknemer wie se dienskontrak beëindig word gedurende enige tydperk van 12 maande diens by dieselfde werkgewer voordat die verloftydperk in subklousule (1) voorgeskryf ten opsigte van dié tydperk, opgeloopt het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige diens-tydperk, minstens die volgende betaal word:—

- (a) In die geval van 'n werknemer genoem in paragraaf (a) van subklousule (1), een-derde van die weekloon;
- (b) in die geval van 'n werknemer genoem in paragraaf (b) van subklousule (1), een-vierde van die weekloon;

wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging; met dien verstande dat 'n werkgewer na verhouding 'n aftrekking mag maak ten opsigte van enige verloftydperk aan 'n werknemer toegestaan kragtens die derde voorbehoudsbepaling by subklousule (2) en voorts met dien verstande dat 'n werknemer wat sy diens verlaat sonder om die tydperk van kennis te gegee het en dit uitgedien het, soos in klousule 13 voorgeskryf, tensy die werkgewer sodanige kennisgewing prysgegee het, of sonder 'n rede wat kragtens wet as voldoende beskou word, nie op enige betaling kragtens hierdie subklousule geregtig is nie.

(5) 'n Werknemer wat geregtig geword het op 'n verloftydperk in subklousule (1) voorgeskryf en wie se dienskontrak beëindig word voor sodanige verlof toegestaan is, moet by sodanige beëindiging, benewens enige betaling kragtens subklousule (4), die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof aan hom op die datum van beëindiging toegestaan is.

(6) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking "diens" enige tydperk of tydperke insluit wanneer 'n werknemer afwesig is—

- (a) met verlof kragtens subklousule (1);
- (b) met siekteverlof kragtens klousule 8;
- (c) op bevel of versoek van sy werkgewer;
- (d) omdat hy militêre opleiding ondergaan,

wat in enige jaar altesaam hoogstens tien weke is ten opsigte van items (a), (b) en (c) plus die tydperk van enige opleiding in item (d) genoem en in daardie jaar meegemaak en dit word beskou dat diens begin—

- (i) in die geval van 'n werknemer wat voor hierdie Ooreenkoms van krag geword het, geregtig geword het op verlof kragtens enige wet, op die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing is, maar wat nie daarkragtens op verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer sy werkgewer se diens betree het of die datum waarop hierdie Ooreenkoms van krag geword het, naamlik die jongste.

(7) Vir die toepassing van hierdie klousule beteken—

- (a) „weekloon”, die weekloon van 'n werknemer plus, in die geval van 'n arbeider, kantienbediende, kombuishulp, nagwag, 'n bedrag van minstens 7s. 5d. en in die geval van enige ander werknemer 'n bedrag van minstens 16s;
- (b) geen werknemer word toegelaat om te werk vir lone of enige ander vergoeding gedurende die tydperk van afwesigheid op verlof met volle besoldiging nie.

8. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam vier weke siekteverlof toestaan gedurende elke kringloop van 24 agtereenvolgende maande diens by hom en sodanige werknemer ten opsigte van enige tydperk van afwesigheid hierkragtens minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat—

- (i) 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie geregtig is op siekteverlof met volle besoldiging teen 'n skaal van meer as een werkdag, ten opsigte van elke vier agtereenvolgende weke diens nie;
- (ii) 'n werkgewer as 'n vooropgestelde voorwaarde vir die betaling deur hom van enige bedrag wat kragtens hierdie klousule deur 'n werknemer geëis word ten opsigte van enige tydperk van afwesigheid weens ongeskiktheid vir meer as drie dae, die werknemer kan verplig om 'n sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig;

- (iii) that this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such employee to any fund or organization nominated by the employee, which fund or organization guarantees, to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than his wage for four weeks in each cycle of twenty-four months of employment, except that during the first twenty-four months of employment with the same employer the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iv) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (v) that if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, and he so pays such wages, the provisions of this clause shall not apply.

(2) Where an employee is absent due to incapacity for a period in excess of the sick leave accrued at the time of such incapacity he shall be entitled to pay only in respect of such sick leave as has so accrued; but should this occur during the first cycle of twenty-four months of employment he shall, at the expiry of the twenty-four months of employment or on termination of employment, before such expiry (other than where the employee deserted) be entitled to be paid by his employer in respect of such excess period of absence due to incapacity to the extent to which sick leave accrued at such expiry or termination had not been taken.

(3) 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 clause 7;
- (b) on the instructions or at the request of his employer;
- (c) on sick leave in terms of sub-clause (1);
- (d) undergoing any military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus the period of any training referred to in item (d) undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement, shall for the purposes of this clause be deemed to be employment under this Agreement, but any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

“incapacity” means inability to work owing to any sickness or injury, other than that caused by an employee's own misconduct or an injury sustained in an accident compensable under the Workmen's Compensation Act, 1941, as amended.

(4) For the purposes of this clause “wage” unless an employee receives three meals per day from his employer during any period of incapacity, means his wage plus, in the case of a labourer, bar-boy, kitchenhand, night watchman, an amount of not less than seven shillings and five pence per week, and, in the case of any other employee, an amount of not less than sixteen shillings per week.

9. RATIO.

(1) An employer shall not employ an unqualified cook unless he has in his employee a qualified cook, and for every qualified cook in his employ he shall employ not more than two unqualified cooks.

(2) An employer shall not employ an unqualified waiter or wine steward unless he has in his employ two qualified waiters or wine stewards, respectively, and for every two qualified waiters or wine stewards in his employee he shall employ not more than one unqualified waiter or wine steward, respectively.

(3) An employer shall not employ an unqualified barman, off-sales attendant, porter, clerical employee, unless he has in his employ a qualified barman, off-sales attendant, porter or clerical employee, respectively, and for each such qualified employee in his employ he shall employ not more than one unqualified employee of that class.

(4) For the purposes of this clause—

- (a) an employer or manager who is wholly or mainly engaged in performing the duties of a particular class of employee may be deemed to be a qualified employee in such class;
- (b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee.

(5) This clause shall apply separately to each establishment.

(6) For the purpose of this clause part-time employees shall be deemed not to be employees.

(iii) hierdie klousule nie van toepassing is nie op 'n werknemer wanneer en solank sy werkgever kragtens die skriftelike versoek van 'n werknemer, namens sodanige werknemer bydraes stort in enige fonds of organisasie deur die werknemer benoem, 'n fonds of organisasie wat aan die werknemer ten tye van sy ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit minstens sy loon vir vier weke betaal in elke kringloop van 24 maande diens, behalwe dat gedurende die eerste 24 maande diens by dieselfde werkgever die gewaarborgde skaal nie die oploop skaal in die eerste voorbehoudsbepaling van hierdie subklousule uiteengesit, hoef te oorskry nie;

(iv) waar 'n werkgever kragtens enige wet verplig word om geld vir hospitaal- of mediesebehandeling ten opsigte van 'n werknemer te betaal en hy sodanige geld betaal, die betaalde bedrag afgetrek mag word van die betaling aan hom verskuldig ten opsigte van afwesigheid weens ongeskiktheid kragtens hierdie klousule;

(v) indien ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word 'n werknemer kragtens enige ander wet verplig is om 'n werknemer sy volle loon te betaal, die bepaling van hierdie klousule nie van toepassing is nie.

(2) Waar 'n werknemer weens ongeskiktheid vir 'n langer tydperk afwesig is as die opgeloopte siekteverlof ten tye van sodanige ongeskiktheid is hy slegs geregtig op betaling ten opsigte van sodanige siekteverlof wat aldus opgeloope het; maar indien dit gebeur gedurende die eerste kringloop van 24 maande diens, moet hy by die beëindiging van die 24 maande diens of by diensbeëindiging voor sodanige verstryking (uitgesonderd waar die werknemer gedros het) geregtig wees om deur sy werkgever ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal te word in die mate wat siekteverlof opgeloope het by sodanige verstryking of beëindiging, en nog nie geneem is nie.

(3) Vir die toepassing van hierdie klousule word dit baskou dat die uitdrukking—

„diens”, enige tydperk of tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens klousule 7 afwesig is;
- (b) op die bevel of versoek van sy werkgever afwesig is;
- (c) met siekteverlof kragtens subklousule (1) afwesig is;
- (d) militêre opleiding ondergaan;

en wat altesaam in enige jaar hoogstens tien weke is ten opsigte van items (a), (b) en (c) plus die tydperk van enige opleiding in item (d) genoem en in daardie jaar meegemaak en enige tydperk van diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum waarop hierdie Ooreenkoms van krag geword het, word vir die toepassing van hierdie klousule as diens kragtens hierdie Ooreenkoms baskou, maar enige siekteverlof met volle betaling aan sodanige werknemer toegestaan gedurende sodanige tydperk word kragtens hierdie Ooreenkoms as toegestaan baskou;

„ongeskiktheid”, onbekwaamheid om te werk weens enige siekte of besering, uitgesonderd dit wat deur 'n werknemer se eie wangedrag veroorsaak is of 'n besering in 'n ongeluk opgedoen wat vergoedbaar is kragtens die Ongevalle Wet, 1941, soos gewysig.

(4) Vir die toepassing van hierdie klousule beteken „loon”, tensy 'n werknemer drie etes per dag van sy werkgever ontvang gedurende enige tydperk van ongeskiktheid, sy loon plus, in die geval van 'n arbeider, kantienbediende, kombuis hulp, nagwag, 'n bedrag van minstens 7s. 5d. per week en in die geval van enige ander werknemer, 'n bedrag van minstens 16s. per week.

9. GETALLEVERHOUDING.

(1) 'n Werkgever mag nie 'n ongekwalifiseerde kok in diens neem nie, tensy hy in sy diens 'n gekwalifiseerde kok het en vir elke gekwalifiseerde kok in sy diens mag hy hoogstens twee ongekwalifiseerde kokke in diens hê.

(2) 'n Werkgever mag nie 'n ongekwalifiseerde kelner of wynkelner in diens neem nie, tensy hy in sy diens twee gekwalifiseerde kelnere of wynkelnere onderskeidelik het en vir elke twee gekwalifiseerde kelnere of wynkelnere onderskeidelik in sy diens hê.

(3) 'n Werkgever mag nie 'n ongekwalifiseerde kantienman, buiteverkoopsbediende, portier, klerklike werknemer in diens neem nie, tensy hy in sy diens 'n gekwalifiseerde kantienman, buiteverkoopsbediende, portier of klerklike werknemer onderskeidelik het en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens een ongekwalifiseerde werknemer van daardie klas in diens neem.

(4) Vir die toepassing van hierdie klousule—

- (a) word 'n werkgever of bestuurder wat heeltemal of hoofsaaklik in diens is vir die uitvoering van die pligte van 'n bepaalde klas werknemer, baskou as 'n gekwalifiseerde werknemer in sodanige klas;
- (b) word 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf, as 'n gekwalifiseerde werknemer baskou.

(5) Hierdie klousule is afsonderlik op elke inrigting van toepassing.

(6) Vir die toepassing van hierdie klousule word deelydse werknemers nie as werknemers baskou nie.

10. PROHIBITION OF EMPLOYMENT.

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

11. UNIFORMS AND SPECIAL CLOTHING.

(a) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, apron, cap, overall or white or black jacket or any other special clothing, other than black trousers, which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee.

(b) The clothing referred to in sub-paragraph (a) hereof shall remain the property of the employer.

(c) Where, in the opinion of the employer, uniforms are ill-used, he may supply new uniforms, and subject to the approval of the Council deduct from the wages of the employees concerned amounts representing the estimated loss to him by reason of the ill-use.

(d) If an employee to whom a new uniform has been supplied resigns his employment within three months of the date of such supply, the employer may, subject to the approval of the Council, deduct from the wages due to an amount not exceeding half the cost of such uniform. The uniform shall nevertheless remain the property of the employer.

12. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, showing the full names of the employer and his employee, the occupation in which the employee was employed, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Subject to—

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

(b) the provisions of any written agreement between employer and employee stipulating for a period of notice of equal duration on both sides in excess of that provided for herein,

an employer or his employee, other than a casual employee, shall give notice in writing of his intention to terminate the contract of employment of not less than—

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

(ii) one week's notice thereafter.

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

(a) in the case of an employee such as referred to in sub-clause (1) (i) of this clause an amount equal to one day's remuneration;

(b) in the case of an employee such as referred to in sub-clause (1) (ii) of this clause, an amount equal to one week's remuneration.

(3) When an agreement is entered into in terms of sub-clause (1) (b) of this clause, the payment of forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(4) The notice referred to in sub-clause (1) shall not run concurrently with nor shall it be given during annual leave or sick leave or any period of military training, and shall take effect from the day upon which it is given.

14. ATTENDANCE REGISTERS.

(1) An employer shall provide and maintain in his establishment an attendance register, substantially in the form prescribed in the First Schedule to this Agreement.

(2) An employer shall day by day keep a record in such attendance register of the name and occupation of every employee.

(3) Unless precluded from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day, record in such attendance register—

(i) his signature;

(ii) the time he commenced work;

(iii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and

(iv) the time of finishing work for the day;

provided that, if an employee is unable to read or write, his employer shall on his behalf make and sign the necessary entries.

(4) An employer shall retain such attendance register for a period of not less than three years after the date of the last entry therein or thereon.

(5) Every entry in an attendance register shall be made in ink or indelible pencil.

10. VERBOD OP INDIENSNEMING.

Geen werkgever mag enigiemand onder die ouderdom van 16 jaar in diens hê nie.

11. UNIFORMS EN SPESIALE KLERE.

(a) 'n Werkgever moet enige uniform, voorskoot, pet, oorpak of wit of swart baadjie of enige ander spesiale kleure, uitgesonderd 'n swart broek, wat hy sy werknemer verplig om te dra of wat hy kragtens enige wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n diensbare en skoon toestand hou.

(b) Die klere genoem in subparagraaf (a) hiervan bly die eiendom van die werkgever.

(c) Waar na die mening van die werkgever uniforms sleg behandel word, mag hy nuwe uniforms verskaf en, behoudens die goedkeuring van die Raad, van die lone van die betrokke werknemers die bedrae aftrek wat gelyk is aan sy berekende verlies weens misbruik.

(d) Indien 'n werknemer aan wie 'n nuwe uniform gegee is sy diens bedank binne drie maande na die datum van sodanige verskaffing, mag die werkgever, behoudens die goedkeuring van die Raad, van verskuldigde lone 'n bedrag aftrek van hoogstens die koste van sodanige uniform. Die uniform bly egter die eiendom van die werkgever.

12. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van die dienskontrak, uitgesonderd deur die dros van 'n werknemer, sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n dienssertifikaat wat die volle name van die werkgever en sy werknemer, die bedryf waarin die werknemer in diens was, die aanvangsdatum en die datum van beëindiging van die kontrak en die besoldigingskaal ten tye van sodanige beëindiging aantoon.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

(a) die reg van 'n werkgever of 'n werknemer om die dienskontrak sonder kennisgewing te beëindig weens enige goeie rede wat kragtens wet as voldoende beskou word;

(b) die bepalinge van enige skriftelike ooreenkoms tussen werkgever en werknemer wat 'n langer kennisgewingtydperk van gelyke duur aan albei kante bepaal as dié hierin voorgeskryf;

moet 'n werkgever of sy werknemer, uitgesonderd 'n los werknemer, skriftelik kennis gee van minstens die volgende van sy voorneme om die dienskontrak te beëindig—

(i) 24 uur gedurende die eerste vier weke diens;

(ii) een week kennis daarna.

(2) Wanneer 'n werkgever of 'n werknemer in gebreke bly om kennis te gee soos bepaal in subklousule (1) hiervan, moet hy onderskeidelik die volgende betaal of verbeur:—

(a) In die geval van 'n werknemer genoem in subklousule (1) (i) van hierdie klousule, 'n bedrag gelyk aan een dag se besoldiging;

(b) in die geval van 'n werknemer genoem in subklousule (1) (ii) van hierdie klousule, 'n bedrag gelyk aan een week se besoldiging.

(3) Wanneer 'n ooreenkoms aangegaan word kragtens subklousule (1) (b) van hierdie klousule, moet die betaling of verbeuring in plaas van kennis gelyk wees aan die kennisgewingtydperk waarvoor ooreengekom is.

(4) Die kennisgewing in subklousule (1) genoem mag nie saamval met en mag nie gegee word gedurende jaarlikse verlof of siekteverlof of enige tydperk van militêre opleiding nie, en dit word van krag op die dag waarop dit gegee word.

14. BYWONINGSREGISTERS.

(1) 'n Werkgever moet in sy inrigting 'n bywoningsregister verskaf en byhou, hoofsaaklik in die vorm in die eerste Bylae by hierdie Ooreenkoms voorgeskryf.

(2) 'n Werkgever moet elke dag in sodanige bywoningsregister 'n rekord hou van die naam en beroep van elke werknemer.

(3) Tensy hy weens 'n onvoorsiene rede verhinder word, moet elke werknemer ten opsigte van elke dag deur hom gewerk en op daardie dag in sodanige bywoningsregister die volgende aanteken:—

(i) Sy handtekening;

(ii) die tyd waarop hy begin werk het;

(iii) die tyd waarop elke maaltyd of ander pouse begin en geëindig het wat nie as gewone werkure gereken word nie; en

(iv) die tyd waarop werk vir die dag beëindig is;

met dien verstande dat indien 'n werknemer nie kan lees of skryf nie sy werkgever namens hom die nodige inskrywings sal maak en onderteken.

(4) 'n Werkgever moet sodanige bywoningsregister hou vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

(5) Elke inskrywing in 'n bywoningsregister moet met ink of met 'n inktlood gemaak word.

- (6) (a) The provisions of this clause shall not apply to—
- (i) an assistant manager or wife of a manager;
 - (ii) a labourer, barboy, kitchenhand and nightwatchman;
 - (iii) an employee earning a wage rate of £55. 10s. per month or more, in the case of an employee who receives board and lodging in part payment of his wage, £50 per month or more.

(b) The keeping of attendance registers shall not absolve employers from keeping time and wage registers as heretofore.

15. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-clause (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 exemption was granted has expired.

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee forward a copy of the licence to the employer concerned.

16. COUNCIL FUNDS.

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

1s. per month for all employees (other than a labourer, barboy, kitchenhand, and night watchman) shall be deducted by each employer during the last week in each month from the earnings of each of his employees. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the fifteenth day of each month, the total sum to the Secretary of the Council, P.O. Box 357, East London.

17. ADMINISTRATION OF AGREEMENT.

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

18. EXHIBITION OF AGREEMENT.

Every employer shall at all times exhibit in his establishment in a place readily accessible to his employees, a legible copy of this Agreement, in both official languages, and in the form prescribed in the regulations under the Act.

19. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

20. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the records of remuneration paid, time worked, and payments made for overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

21. EMPLOYMENT OF TRADE UNION LABOUR.

No member of the employers' organisation shall employ an employee unless such employee is a member of any of the trade unions and no member of the trade unions 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 unions.

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

(6) (a) Die bepalings van hierdie klousule is nie van toepassing nie op—

- (i) 'n assistent-bestuurder of die vrou van 'n bestuurder;
- (ii) 'n arbeider, kantienbediende, kombuis hulp of nagwag;
- (iii) 'n werknemer wat 'n loon van £55. 10s. per maand verdien of meer in die geval van 'n werknemer wat losies en inwoning ontvang as gedeeltelike betaling van sy loon, £50 per maand of meer.

(b) Die hou van bywoningsregisters skeid werkgewers nie vry van die byhou van tyd- of loonregisters soos voorheen nie.

15. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling ingevolge die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is; met dien verstande dat die Raad, na goeë dunks, en nadat aan die betrokke persoon een week vooraf skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van subklousule (1) van hierdie klousule verleen word, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en waarin vermeld word—

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

(4) Die Sekretaris van die Raad moet—

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

16. FONDSE VAN DIE RAAD.

Die fondse van die Raad berus by en word beheer deur die Raad en word soos volg verkry:—

Elke werkgewer moet 1s. per maand aftrek vir alle werknemers (uitgesonderd 'n arbeider, kantienbediende, kombuis-hulp en nagwag) gedurende die laaste week in elke maand van die loon van elkeen van sy werknemers. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag elke maand voeg en voor of op die 15de dag van elke maand die totale bedrag stuur aan die Sekretaris van die Raad, Posbus 357, Oos-Londen.

17. TOEPASSING VAN OOREENKOMS.

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

18. VERTONING VAN OOREENKOMS.

'n Leesbare eksemplaar van hierdie Ooreenkoms in beide amptelike tale en in die vorm soos deur die regulasies kragtens die Wet voorgeskryf, moet op 'n opvallende plek in sy inrigting te alle tye deur die werkgewer vertoon word.

19. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

20. AGENTE.

Die Raad moet een of meer gespesifiseerde persone benoem om as agent by die toepassing van hierdie Ooreenkoms behulpsaam te wees. 'n Agent kan 'n inrigting betree en werkgewers of werknemers ondervra en die registers van betaalde besoldiging, tyd waarin werk verrig is en besoldiging vir oortydwerk ondersoek met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

21. INDIENSNEEMING VAN VAKVERENIGINGLEDE.

Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie tensy sodanige werknemer 'n lid is van enige van die vakverenigings en geen lid van enige van die vakverenigings mag vir 'n werkgewer werk wat nie 'n lid is van die werkgewersorganisasie nie; met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer wat nie in aanmerking kom vir lidmaatskap van die vakverenigings nie in diens mag neem.

Die bepalings van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande wat hy in die Nywerheid begin werk het, weier om op uitnodiging van die betrokke vakvereniging lid van die vereniging te word, die bepalings van hierdie klousule onmiddellik van toepassing word.

22. GENERAL.

Nothing in this Agreement shall be deemed to authorize 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 law.

Signed at East London, on behalf of the parties on this 12th May, 1960.

N. McCALLUM,
Chairman of the Council.
A. H. JACOB,
Vice-Chairman of the Council.
N. D. BAXTER,
Secretary of the Council.

22. ALGEMEEN.

Niks in hierdie Ooreenkoms magtig die indiensneming van enigeen wie se indiensneming by wet verbied is nie, of die indiensneming deur enigeen op enige tyd of tye wat by wet verbied is.

Namens die partye op hede die 12de Mei 1960 in Oos-Londen onderteken.

N. McCALEUM,
Voorsitter van die Raad.
A. H. JACOB,
Ondervoorsitter van die Raad.
N. D. BAXTER,
Sekretaris van die Raad.

FIRST SCHEDULE.

ATTENDANCE REGISTER.

(Name of Employee.)										(Occupation of Employee.)									
Year.....		Entries to be made by Employee.								Excess Hours Worked.		Total Number of Hours Worked.		Remarks (if any).					
Month.....		Signature.	Time of commencing Work.	Intervals of Work.				Time of finishing Work.	On.	Off.	Each Day.	Each Week.	By Employee.	By Employer, if Employee absent, reasons for his absence (to be signed by Employer).	By Inspector.				
Date.	Day of Week.			Off.	On.	Off.	On.												
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2..																			
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NOTE.—Under headings "Off" and "On" in columns referring to "Intervals of Work", insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

EERSTE BYLAE.

BYWONINGSREGISTER.

(Naam van Werknemer.)										(Bedryf van Werknemer.)									
Jaar.....		Inskrywings wat werknemers moet maak.								Oorure gewerk.		Totale getal ure gewerk.		Opmerkings (as daar is).					
Maand.....		Handtekening.	Aanvangs-tyd van werk.	Werkpouses.				Ophou-tyd van werk.	Aan.	Af.	Elke dag.	Elke week.	Deur werk-nemer.	Deur werk-gewer as werk-nemer afwesig is, redes vir sy afwesigheid (moet deur werk-gewer geteken word).	Deur inspek-teur.				
Da-tum.	Dag van die week.			Af.	Aan.	Af.	Aan.												
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OPMERKING.—Onder die hoofde „af" en „aan" in die kolomme wat op „werkpouses" betrekking het, voeg in hoe laat pouses begin en hoe laat werk hervat word. Dit word beskou dat 'n werknemer vir enige pouse in sy werk is, indien die werknemer nie toegelaat is om die inrigting vir die hele pouse te verlaat nie.

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Volkstrek	Visserij	Openbare Finansies
Gesondheid	Mynwese	Geld- en Bankwese
Onderwys en Biblioteke	Nywerheid	Volksinkome
Misdade en Oortredings	Binnelandse Handel	Bruto Kapitaalvorming
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