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GOEWERMENSKENNISGEWING**DEPARTEMENT VAN ARBEID.**

No. 322.]

[28 Julie 1961.]

**WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.****DRANK- EN VERVERSINGSBEDRYF, DURBAN.**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 al 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 publikasie van hierdie kennisgewing en vir 'n tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms (uitgesonderd klousules 1, 2, 16, 21 en 23) vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat drie 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 10 myl vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban, en in daardie gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 11 myl vanaf die Hoofposkantoor, Durban, geleë is; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms [uitgesonderd klousules 1, 2, 5 (5) (c), 5 (5) (f), 15, 16, 21, 22 en 23] vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat drie jaar na genoemde tweede Maandag eindig, in die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban, en in daardie gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 11 myl vanaf die Hoofposkantoor, Durban, geleë is, *mutatis mutandis* bindend is vir alle Naturrelle 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 Naturrelle in hul diens.

M. VILJOEN,
 Adjunk-minister van Arbeid.

GOVERNMENT NOTICE.**DEPARTMENT OF LABOUR.**

No. 322.]

[28 July 1961.]

**INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.****LIQUOR AND CATERING TRADE, DURBAN.**On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, do hereby—

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon employers and employees who are members of that organisation or that union;

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in the Agreement (excluding clauses 1, 2, 16, 21 and 23) shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years 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 10 miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of 11 miles from the General Post Office, Durban; 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 10 miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of 11 miles from the General Post Office, Durban, and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in the Agreement [excluding clauses 1, 2, 5 (5) (c), 5 (5) (f), 15, 16, 21, 22 and 23] 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.

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-BEDRYF, DURBAN.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan tussen die

Hotel Association of Durban and District

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

Natal Liquor and Catering Trades Employees' Union

(hieronder „die werknemers” of „die vakvereniging” genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor Durban, maar binne die landdrosdistrik Durban en dié gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 11 myl vanaf die Hoofposkantoor, Durban, val deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Drank- en Verversingsbedryf betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in genoemde Bedryf in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet vasstel en bly vir drie jaar van krag of vir dié tydperk wat hy vasstel.

3. WOORDOMSKRYWINGS.

1. Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue en enige vermelding van 'n Wet omvat enige wysiging van sodanige Wet; voorts, tensy onbestaanbaar met die samehang, beteken—

„Wet” die Wet op Nywerheidsversoenig, 1956;

„Agent” 'n persoon deur die Raad aangestel om inspeksie uit te voer en in die algemeen te help met die uitvoering van die bepalings van enige Ooreenkoms wat deur die partye by die Raad aangegaan word;

„Gebied A” die gebied binne 'n straal van ses (6) myl vanaf die Hoofposkantoor, Durban, en die munisipaliteit van Queensburgh;

„Gebied B” die gebied binne 'n straal van tussen ses (6) myl en tien (10) myl vanaf die hoofposkantoor, Durban, maar binne die landdrosdistrik Durban en dié gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van tussen ses (6) myl en elf (11) myl vanaf die Hoofposkantoor, Durban, val uitgesonderd die munisipale gebied van Queensburgh.

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

„kroegman” 'n werknemer, uitgesonderd 'n wynkelner, wat drank oor die toonbank of uit 'n kroeg van 'n bedryfsinrigting verkoop;

„klas A-kroegman” 'n kroegman in diens in 'n bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting, vir die bediening van drank aan klante of aan die personeel vir aflewering aan klante en wat minstens drie jaar ondervinding as sodanig het;

„leerlingkroegman klas A” 'n werknemer in diens om die werk van 'n klas A-kroegman te leer, met minder as drie jaar ondervinding;

„klas B-kroegman” 'n kroegman in diens om drank aan nie-Blanke klante te bedien of aan personeel vir aflewering aan klante in enige bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting of 'n nie-Blanke bedryfsinrigting soos omskryf, en met minstens een jaar ondervinding;

„leerlingkroegman, klas B,” 'n werknemer in diens om die werk van 'n klas B-kroegman te leer, en met minder as een jaar ondervinding;

„klas C-kroegman” 'n kroegman in diens om Blankes in 'n wyn- en bier- en sesdaagse bedryfsinrigting te bedien, en met minstens drie jaar ondervinding as sodanig;

„leerlingkroegman, klas C,” 'n werknemer in diens om die werk van 'n klas C-kroegman te leer, en met minder as drie jaar ondervinding;

„klas D-kroegman” 'n kroegman in diens in 'n wyn- en bier bedryfsinrigting waarin die verkoop van drank uitsluitlik beperk is tot nie-Blankes, en met minstens een jaar ondervinding;

„leerlingkroegman, klas D,” 'n werknemer in diens om die werk van 'n klas D-kroegman te leer, en met minder as een jaar ondervinding;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, DURBAN.

AGREEMENT

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

Hotel Association of Durban and District

(hereinafter referred to as the “employers” or “the employers organisation”, of the one part, and

The Natal Liquor and Catering Trades Employees' Union

(hereinafter referred to as “the employees” or “the Trade Union”), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the area within a radius of 10 miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial District of Inanda and Pinetown which fall within a radius of 11 miles from the General Post Office, Durban, by all employers who are members of the Employer's Organisation, and are engaged in the Liquor and Catering Trade, and by all employees who are members of the trade union, and are employed in the said Trade and for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act and shall remain in force for three years or for such period as may be fixed by him.

3. DEFINITIONS.

1. Any expression used in this Agreement which are defined in the Act shall have the same meaning as in the Act and unless the contrary intention appears, words importing the masculine gender shall include females and any reference to any Act shall include any amendment of such Act, further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“Agent” means a person appointed by the Council to carry out inspections and generally assist in giving effect to the terms of any Agreement entered into by the parties to the Council;

“Area A” means the area within a radius of six (6) miles from the General Post Office, Durban, and the Municipality of Queensburgh;

“Area B” means the area within a radius between six (6) miles and ten (10) miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial Districts of Inanda and Pinetown, which fall within a radius of between six (6) miles and eleven (11) miles from the General Post Office, Durban, except the municipal area of Queensburgh.

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

“barman” means an employee, other than a wine steward, engaged in the sale of liquor over or from the bar in an establishment;

“class A barman” means a barman employed in an establishment other than a wine and malt establishment to serve liquor to customers or to the staff for delivery to customers and who has had not less than three years' experience as such;

“learner, class A barman,” means an employee employed to learn the work of a class A barman and who has had less than three years' experience;

“class B barman” means a barman employed to serve liquor to non-European customers or to staff for delivery to customers in any establishment, other than a wine and malt establishment or a non-European establishment as defined and who has had not less than one year's experience;

“learner, class B barman,” means an employee employed to learn the work of a class B barman and who has had less than one year of experience;

“class C barman” means a barman employed to serve Europeans in a wine and malt and six-day establishment and who has had not less than three years' experience as such;

“learner, class C barman,” means an employee employed to learn the work of a class C barman and who has had less than three years' experience;

“class D barman” means a barman employed in a wine and malt establishment wherein the sale of liquor is confined exclusively to non-Europeans and who has had not less than one year of experience;

“learner, class D barman,” means an employee employed to learn the work of a class D barman and who has had less than one year of experience;

„klerklike werknemer” ’n manlike werknemer in diens vir skryf, tik, lasseer, die ontvang of hanteer van kontant of vir enige ander soort klerklike werk, en omvat ’n ontvang-klerk, maar omvat geen ander klas werknemer elders in hierdie klousule omskryf nie, ondanks die feit dat klerklike werk ’n deel van sodanige werknemer se pligte kan uitmaak;

„kassier” ’n werknemer wat uitsluitlik of hoofsaaklik kontant ontvang of hanteer en klerklike werk in verband daarmee verrig;

„korttyd-kassier” ’n werknemer in diens vir ’n maksimum van vier en ’n half uur per dag binne ’n werkdag van agt uur;

„los werknemer” ’n werknemer wat vir ’n tydperk van hoogstens een week op ’n slag in diens is;

„deurwagter” ’n manlike werknemer in beheer van die ingang van ’n bedryfsinrigting om te verseker dat slegs gemagtigde persone die personeel betree en/of reëlings tref dat gaste en hulle bagasie na of van ’n bedryfsinrigting geneem word en wat mag aandag gee aan die persoonlike behoeftes van gaste by hulle aankoms of vertrek;

„kok” ’n werknemer (uitgesonderd ’n leerling of graad II-werknemer) wat uitsluitlik of hoofsaaklik betrokke is by enige werk in die voorbereiding of kook van kos;

„Raad” die Nywerheidsraad vir die Drank- en Verversings-bedryf, Durban, geregistreer ingevolge artikel negentien van die Wet;

„kerriekok” ’n werknemer in diens vir die voorbereiding van Indiese kerrie, geregte van Indiese kerrie en voedsel in kerriekamers en/of Indiese eetkamers, maar sluit spesifiek ’n werknemer uit wat vir dié doel in diens is in enige nie-Blanke bedryfsinrigting soos hieronder omskryf;

„kerriekelner” ’n werknemer in diens vir die dek en afdek van tafels, die bediening van gaste by ’n tafel of elders, in kerriekamers of Indiese eetkamers, maar sluit spesifiek ’n werknemer uit wat vir dié doel in diens is in ’n nie-Blanke bedryfsinrigting soos hieronder omskryf;

„dag” ’n tydperk van vier-en-twintig (24) agtereenvolgende uur wat om middernag begin en eindig, uitgesonderd dat ’n „dag” ten opsigte van nagwerkers ’n tydperk van vier-en-twintig (24) agtereenvolgende uur beteken wat om twaalfuur middag begin en eindig;

„bedryfsinrigting” enige perseel ten opsigte waarvan daar een of meer van die lisensies gespesifiseer in die woord-omskrywing van die Drank- en Verversingsbedryf gehou word vir die verkoop van drank daarin, daarop of daaruit; nie-Blanke bedryfsinrigting” enige bedryfsinrigting-gelisen-sier kragtens die Drankwet, 1928, soos gewysig, en wat uitsluitlik nie-Blankes bedien;

„ondervinding” die totale dienstydperk van ’n werknemer voor of na die datum van die inwerktrading van hierdie Ooreenkoms in die beroep waarin hy in diens is in die Drank- en Verversingsbedryf, met dien verstande dat vir die toepassing van die woordomskrywing van „buiterverkoop-bediende, gekwalifiseer,” en „buiterverkoopbediende, ongekwalifiseer,” ondervinding die totale dienstydperk beteken van ’n werknemer as ’n buiterverkoopbediende sedert 1926, met inbegrip van diens in ’n drankwinkel;

„klerklike werknemer, vroulik,” ’n vroulike werknemer in diens vir skryf, tik, lasseer, voorraad hou, die ontvang of hanteer van kontant of enige vorm van klerklike werk en omvat ’n ontvangkierk, maar omvat nie enige ander klas werknemer elders in hierdie klousule omskryf nie, ondanks die feit dat klerklike werk ’n deel van sodanige werknemer se pligte kan uitmaak;

„graad II-werknemer” ’n werknemer wat uitsluitlik of hoofsaaklik in een of meer van die volgende beroepe in diens is:—

- Die skoonmaak van diere, skoeisel, meubels, persele, gerei, voertuie of ander artikels en/of die dra van voedsel, bagasie, pakkette, gerei of ander artikels, met inbegrip van die bediening van tee, koffie, kakao, of dergelike drank aan gaste vroeg in die oggend;
- vis, vrugte, vleis, pluimvee en groente skoonmaak en/of voorberei, pluimvee pluk, vrugte en groente skil en/of in stukke sny, raaisoene vir Naturelle kook;
- vure maak of in stand hou of afval verwyder;
- diere en pluimvee oppas;
- enige handvoertuie stoot of trek, diens- of goedere-hysers bedien;
- persele en die inhoud daarvan, bagasie, pakkette of ander artikels bewaak;
- onder die toesig van ’n kok oplet na voedsel terwyl dit kook en wat benewens engeen van genoemde pligte braaibrood, tee, koffie, kakao of dergelike drank kan maak en boodskappe kan ontvang of doen;
- bottels verpak en sorteer, goedere ontvang, kaste en dergelike artikels opstapel;

„hoofkelner” ’n werknemer wat uitsluitlik of hoofsaaklik vir klante hulle sitplekke aanwys en algemene toesig hou oor die diens aan klante en wat in beheer is van ’n ondergeskikte personeel kelners;

„uurloon”—

- in die geval van werknemers, uitgesonderd ’n klas A-kroegman of klas B-kroegman, die weekloon gedeel deur die getal gewone ure voorgeskryf in artikel 7;
- in die geval van ’n klas A-kroegman of klas B-kroegman, die weekloon gedeel deur 55½;

„clerical employee” means a male employee who is engaged in writing, typing, filing, receiving or handling cash or in any other form of clerical work and includes a receptionist, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee’s duties;

„cashier” means an employee who is engaged wholly or mainly in receiving or handling cash, and in performing clerical work connected therewith;

„cashier, short-time,” means an employee employed for a maximum of four and a half hours daily within a spreadover of eight hours;

„casual employee” means an employee who is engaged for a period not exceeding one week at a time;

„commissionaire” means a male employee who takes charge of the entrance of an establishment to ensure that only authorised persons enter the premises and/or arranges for guests and their luggage to be taken to or from an establishment and may attend to the personal requirements of guests on their arrival or departure;

„cook” means an employee (other than a learner or grade II employee) who is wholly or mainly engaged in any operation in the preparation or cooking of food;

„Council” means the Industrial Council for the Liquor and Catering Trade, Durban, registered in terms of section nineteen of the Act;

„curry cook” means an employee who is engaged in the preparation of Indian curry, Indian curry dishes and food in curry-rooms and/or Indian dining-rooms, but shall specifically exclude an employee employed for that purpose in any non-European establishment as defined hereunder;

„curry waiter” means an employee engaged for the purpose of setting and clearing of tables, serving guests at a table or elsewhere, in curry-rooms or Indian dining-rooms, but shall specifically exclude an employee employed for that purpose in a non-European establishment, as defined hereunder;

„day” means a period of twenty-four (24) consecutive hours beginning and ending at midnight, except that a “day” in respect of night workers shall mean a period of twenty-four (24) consecutive hours beginning and ending at noon;

„establishment” means any premises in respect of which there is held for the sale of liquor thereon, thereon or therefrom one or more of the licences specified in the definition of the liquor and catering trade;

„non-European establishment” means any establishment licensed under the Liquor Act, 1928, as amended, and catering exclusively for non-Europeans;

„experience” means the total period of employment an employee has had before or subsequent to the date of the commencement of this Agreement, in the occupation in which he is employed in the liquor and catering trade, provided that, for the purpose of the definition of “off-sales attendant, qualified,” and “off-sales attendant, unqualified,” experience shall mean the total period of employment an employee has had as an off-sales attendant since 1926, including employment in a bottle store;

„female clerical employee” means a female employee who is engaged in writing, typing, filing, store-keeping, receiving or handling cash or any form of clerical work and includes a receptionist, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form a portion of such employee’s duties;

„grade II employee” means an employee engaged wholly or mainly in one or more of the following occupations:—

- Cleaning animals, footwear, furniture, premises, utensils, vehicles or other articles and/or carrying food-stuffs, luggage, parcels, utensils or other articles including serving early morning tea, coffee, cocoa, or similar beverages to guests;
- cleaning and/or preparing fish, fruit, meats, poultry, vegetables, plucking poultry, peeling and/or cutting up fruit and vegetables, cooking rations for Natives;
- making or maintaining fires or removing refuse;
- tending animals and poultry;
- pushing or pulling any manually-propelled vehicles, driving service or goods lifts;
- guarding premises and their contents, luggage, parcels or other articles;
- attending to foodstuffs in the process of cooking, under the supervision of a cook and who may in addition to any of the said duties make toast, tea, coffee, cocoa, or similar beverages and receive messages or run errands;
- packing and sorting bottles, receiving goods, stacking cases and the like;

„head waiter” means an employee wholly or mainly engaged in showing customers to seats and generally supervising the service to customers and who is in charge of a subordinate staff of waiters;

„hourly wage” means—

- in the case of employees, other than a class A barman or class B barman, the weekly wage divided by the number of ordinary hours prescribed in section 7;
- in the case of a class A barman or class B barman, the weekly wage divided by 55½;

- (c) (i) in bedryfsinrigtings uitgesonderd wyn- en bierbedryfsinrigtings, in die geval van alle werknemers uitgesonderd buiteverkoopbediendes, graad II-werknemers, klas A-kroegmanne en klas B-kroegmanne, die weekloon gedeel deur 54;
- (ii) in die geval van graad II-werknemers, die weekloon gedeel deur 59;
- (d) in wyn- en bierbedryfsinrigtings, in die geval van alle werknemers uitgesonderd graad II-werknemers en buiteverkoopbediendes, die weekloon gedeel deur 54, en in die geval van graad II-werknemers, die weekloon gedeel deur 60;
- (e) in die geval van buiteverkoopbediendes, die weekloon gedeel deur 46;

„huishoudster” ’n vroulike werknemer wat spesifiek in diens is vir die leiding van en toesighouding oor die werk van huisbediendes of kamerbediendes en wat daar benewens enigeen van die pligte van ’n huisbediende of kamerbediende kan uitvoer;

„huisbediende of kamerbediende” ’n vroulike werknemer in diens vir die afstof of aan die kant maak van die slaapkamers van gaste, woonkamers of ander gedeeltes van ’n bedryfsinrigting, vir die opmaak van beddens en help by die ontvangs en/of heelmaak van huishoudelike linnegoed, die hantering van linnegoed en wasgoed, die uitreik van voorrade en die toesig hou oor graad II-werknemers;

„faktotum” ’n manlike werknemer wat hoofsaaklik in diens is vir klein herstelwerk aan meubels, installasie of ander uitrusting en wat klein herstelwerk of vernuwings aan geboue kan doen en van wie daarbenewens vereis kan word om verwerk te verrig;

„jeugdige” enige werknemer oor die ouderdom van 16 jaar, maar onder die ouderdom van 18 jaar;

„kombuishulp” ’n werknemer, uitgesonderd ’n graad II-werknemer, in diens vir die stukkend sny of voorbereiding van rou voedsel vir kookdoeleindes, vir die kook van pap of gaarmaak van eiers of die onder die toesig van ’n kok oplet na groente terwyl dit kook, en wat benewens enigeen van genoemde pligte ook braaibrood, tee, koffie, kakao of dergelike drank kan maak;

„wasserywerker” ’n manlike werknemer wat in beheer is van meer as drie werknemers in ’n wassery in ’n bedryfsinrigting en wat verantwoordelik is daarvoor dat hulle hul pligte behoorlik uitvoer;

„wasseryhulp” ’n werknemer wat in ’n wassery in enige bedryfsinrigting werk en wat artikels kan was, stryk of pers;

„leerling” ’n werknemer wie se ondervinding in die besondere beroep waarin hy werksaam is die volgende is, indien in diens as—

- (a) ’n kok (uitgesonderd ’n kerriekok), minder as een jaar en ses maande;
- (b) ’n proviandkamerwerknemer, „ongekwalifiseer”, minder as een jaar en ses maande;
- (c) ’n kelnier (uitgesonderd ’n kerriekelnier) minder as twee jaar;

„wet” ook die gemene reg;

„hyserbediende” ’n werknemer wat uitsluitlik of hoofsaaklik ’n passasiershyser in ’n bedryfsinrigting bedien;

„Drank- en Verversingsbedryf” die bedryf wat uitgeoefen word in verband met enige perseel ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die volgende lisensies kragtens bepalinge van die Drankwet, 1928, gehou word, naamlik—

- (i) restaurantdranklisensie;
- (ii) hoteldranklisensie;
- (iii) kroeglisensie;
- (iv) teater- of sportterreindranksensie;
- (v) tydelike dranklisensie;
- (vi) geleentheidsdranklisensie vir laat ure;
- (vii) wyn- en bierdranklisensie;

„bestuurder” ’n werknemer aan wie sy werkgewer die algehele—

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

die werksaamhede in ’n bedryfsinrigting en die werknemers daarin werksaam opgedra het;

„militêre opleiding” die ononderbroke opleiding wat ’n werknemer verplig is om te ondergaan ingevolge artikel een-en-twintig (1) gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat nie enige opleiding wat hy mag verkies om te ondergaan ingevolge artikel drie-en-twintig van genoemde Wet of enige opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

„nagportier” ’n werknemer, uitgesonderd ’n nagwag of graad II-werknemer, wie se pligte vir die grootste gedeelte binne die ure 7 nm. en 7 vm. val en wat uitsluitlik of hoofsaaklik in diens is vir die ontvang van gaste in die nag, die versorging van hulle bagasie na, vanuit en in ’n bedryfsinrigting en van wie daarbenewens vereis kan word om ’n telefoon te beantwoord, ’n telefoonskakelbord te bedien en wat daarbenewens verversings aan gaste kan bedien;

„nagwag” ’n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

Perseel, geboue, hekke of ander eiendom in die nag bewaak, meubels, skoene en perseel poleer en skoonmaak, vuur aansteek en wat daarbenewens gaste kan versorg by hulle aankoms en vertrek en kan help om etes en verversings aan hulle te bedien;

- (c) (i) in establishments other than wine and malt establishments, in the case of all employees other than off-sales attendants, grade II employees, class A barmen and class B barmen, the weekly wage divided by 54;

- (ii) in the case of grade II employees, the weekly wage divided by 59;

- (d) in wine and malt establishments, in the case of all employees except grade II employees and off-sales attendants the weekly wage divided by 54, and in the case of grade II employees, the weekly wage divided by 60;

- (e) in the case of off-sales attendants, the weekly wage divided by 46;

„housekeeper” means a female employee specifically engaged to direct or supervise the work of housemaids or chambermaids and who may in addition perform any of the duties of a housemaid or chambermaid;

„housemaid or chambermaid” means a female employee engaged in dusting or tidying guests’ bedrooms, living-rooms or other parts of an establishment, making beds and assisting in the receipt and/or mending of household linen, handling linen and laundry, issuing stores and the supervision of grade II employees;

„handyman” means a male employee who is mainly engaged in making minor repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings and who may, in addition, be required to do painting;

„juvenile” means any employee over the age of 16 years, but under the age of 18 years;

„kitchenhand” means an employee other than a grade II employee who is engaged in cutting up or preparing raw foodstuffs for cooking, cooking porridge or eggs or attending to vegetables in the process of cooking, under the supervision of a cook and who may, in addition to any of the said duties, make toast, tea, coffee, cocoa, or similar beverages;

„laundryman” means a male employee who is in charge of more than three employees in a laundry in an establishment and who is responsible for the efficient performance by them of their duties;

„laundryhand” means an employee who works in a laundry in any establishment and who may be engaged in laundering washing, ironing or pressing articles;

„learner” means an employee whose experience in the particular occupation in which he is engaged has been, i employed as—

- (a) a cook (other than a curry cook) less than one year and six months;
- (b) a still-room employee, „unqualified”, less than one year and six months;
- (c) a waiter (other than a curry waiter) less than two years

„law” includes the Common Law;

„lift attendant” means an employee wholly or mainly engaged in working a passenger lift in an establishment;

„liquor and catering trade” means the trade carried on in connection with any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the following licences under provisions of the Liquor Act, 1928, namely—

- (i) restaurant liquor licence;
- (ii) hotel liquor licence;
- (iii) bar licence;
- (iv) theatre or sports ground liquor licence;
- (v) temporary liquor licence;
- (vi) late hour occasional liquor licence;
- (vii) wine and malt liquor licence;

„manager” means an employee who is charged by his employer with the overall—

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

the activities in an establishment and the employees engaged therein;

„military training” means the continuous training which a 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 training or service for which he volunteers or which he undertakes to undergo;

„night porter” means an employee, other than a night watchman or grade II employee, the greater portion of whose duties fall within the hours 7 p.m. and 7 a.m. and who is wholly or mainly engaged in receiving guests at night, attending their baggage to, from and in an establishment and who may in addition, be required to answer a telephone, operate telephone switchboard and, who may in addition serve refreshments to guests;

„night watchman” means an employee wholly or mainly engaged in one or more of the following occupations:—

Guarding premises, buildings, gates or other property; night, polishing and cleaning furniture, boots and premises; lighting fires and who may in addition attend to guests’ arrival and departure and assist in serving them with meals and refreshments;

"buiteverkoopbediende" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir die verkoop van drank vir verbruik buite die gelisensieerde perseel;

"buiteverkoopbediende, man, gekwalifiseer," 'n buiteverkoopbediende met minstens vyf jaar ondervinding;

"buiteverkoopbediende, man, ongekwalifiseer," 'n buiteverkoopbediende met minder as vyf jaar ondervinding;

"buiteverkoopbediende, vrou, ongekwalifiseer," 'n buiteverkoopbediende met minstens vier jaar ondervinding;

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

"hoteljoggie" 'n manlike werknemer wat boodskappe doen, briewe, boodskappe of pakkette aflewer en klokkes of telefoonoproep beantwoord en wat daarbenewens 'n passasiershyser vir 'n tydperk van hoogstens vier uur per dag kan bedien;

"deeltydse werknemer" 'n werknemer wat vir hoogstens vier dae in 'n week in diens is en wie se weeklikse totaal werkure nie 36 te bowe gaan nie;

"portier" 'n manlike werknemer wat uitsluitlik of grotendeels in diens is vir die inwag van treine, vliegtuie, stoombote, motorbusse of enige ander soort vervoer, wat reëlings tref vir gaste en hulle bagasie om na en van 'n bedryfsinrigting geneem te word, wat die bedryfsinrigting se voertuie bestuur en wat daarbenewens boodskappe of pakkette kan ontvang of aflewer of kan help met die bediening van etes of verserings;

"gekwalifiseerde kok" 'n kok, uitgesonderd 'n kerriekok, met minstens 18 maande ondervinding as 'n kok;

"gekwalifiseerde kelner" 'n kelner, uitgesonderd 'n kerriekelner, met minstens twee jaar ondervinding as 'n kelner;

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

"lone" ook die besoldiging vir oortyd, en besoldiging in plaas van etes en/of huisvesting en die doen van wasgoed;

"sewedaagse bedryfsinrigting" 'n bedryfsinrigting waarin die Drank- en Verversingsbedryf vir sewe dae in 'n week uitgeoefen mag word;

"sesdaagse bedryfsinrigting" 'n bedryfsinrigting waarin die Drank- en Verversingsbedryf vir 6 dae in 'n week uitgeoefen word;

"werkdagbestek" die tydperk in enige dag vanaf die tydstop wanneer die werknemer begin werk tot die tydstop wanneer hy sy werk vir die dag voltooi. Vir die toepassing van hierdie woordomskrywing beteken "dag" enige tydperk van 24 uur vanaf middernag;

"proviandkamerwerknemer" 'n werknemer wat uitsluitlik of hoofsaaklik braaibrood, toebroodjies, versnaperings, tee, koffie, kakao of dergelike drankke maak, en dit aan kelners oorhandig vir bediening aan klante;

"proviandkamerwerknemer, gekwalifiseer," 'n werknemer met minstens 18 maande ondervinding;

"proviandkamerwerknemer, ongekwalifiseer," 'n werknemer met minder as 18 maande ondervinding;

"skakelbordbediener" 'n manlike werknemer wat uitsluitlik of hoofsaaklik in diens is vir die bediening van 'n telefoonskakelbord en die uitvoering van klerklike werk in verband daarmee;

"lyfkneg" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir stryk, pers, stoom of droogskoonmaak van artikels volgens fatsoen en wat daarbenewens werk kan verrig wat voortvloei uit sy beroep vir die uitvoer van geringe herstelwerk of verstellings aan sodanige artikels;

"loon" dié gedeelte van die besoldiging betaalbaar in geld ten opsigte van sy gewone werkure genoem in klousule 7 en soos vir hom voorgeskryf in klousule 4, of waar 'n werkgewer 'n werknemer gewoonlik ten opsigte van sodanige werkure 'n bedrag betaal wat hoër is as dié wat voorgeskryf is, beteken dit sodanige hoër bedrag;

"kelner" 'n werknemer, uitgesonderd 'n kerriekelner, wat in diens is om gaste by 'n tafel of enige ander deel van die gebou wat deur gaste bewoon word, te bedien, om klokkes te beantwoord, om biljartellings aan te teken en sodanige ander dienste te verrig as wat die gemak en gerief van die hotelgaste mag vereis, met inbegrip van die voorbereiding van hors-d'oeuvres en ligte verserings;

"weekloon" die weekloon voorgeskryf in artikel 4 (1) of waar 'n maandloon voorgeskryf is, sodanige maandloon gedeel deur maand en een-derde;

"wyn- en bierbedryfsinrigting" 'n bedryfsinrigting ten opsigte waarvan 'n wyn- en bierdranklisensie gehou word.

2. Vir die toepassing van hierdie Ooreenkoms word daar geag dat 'n werknemer in dié klas val waarin hy uitsluitlik of hoofsaaklik in diens is.

"off-sales attendant" means an employee who is wholly or mainly engaged in the sale of liquor for consumption off the licenced premises;

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

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

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

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

"page" means a male employee engaged in running errands, delivering letters, messages or parcels and answering bells or telephone calls and, who may in addition work a passenger lift for a period not exceeding four hours per day;

"part-time employee" means an employee who is employed for not more than four days in any one week and whose weekly total of working hours does not exceed 36;

"porter" means a male employee engaged wholly or substantially in meeting trains, aeroplanes, steamships, motor buses, or any other form of transport, arranging for guests and their luggage to be taken to and from an establishment, driving the establishment's vehicles and, who may in addition, receive or deliver messages or packages or assist in serving meals or refreshments;

"qualified cook" means a cook, other than a curry cook, who has had not less than 18 months' experience as a cook;

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

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

"rates" includes payment for overtime, and payment in lieu of board and/or lodging and laundering;

"seven-day establishment" means an establishment in which the liquor and catering trade may be carried on for seven days a week;

"six-day establishment" means an establishment in which the liquor and catering trade is carried on for six days a week;

"spreadover" means the period in any day from the time the employee begins work to the time when he finishes work for the day. For the purpose of this definition "day" means any period of 24 hours from midnight;

"still-room employee" means an employee engaged wholly or mainly in making toast, sandwiches, snacks, tea, coffee, cocoa or similar beverages and handling such to waiters for service to customers;

"still-room employee, qualified," means an employee who has had not less than 18 months' experience;

"still-room employee, unqualified," means an employee who has had less than 18 months' experience;

"switchboard operator" means a male employee who is wholly or mainly engaged to operate a telephone switchboard and in performing clerical work connected therewith;

"valet" means an employee who is wholly or mainly engaged to do ironing, pressing, steaming or dry-cleaning articles to shape and who may, in addition, perform work incidental to his occupation in carrying out minor repairs or alterations to such articles;

"wage" means that portion of the remuneration payable in money in respect of his ordinary hours of work referred to in clause 7 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 prescribed, it means such higher amount;

"waiter" means an employee, other than a curry waiter, who is engaged for the purpose of serving guests at a table or any other part of the building occupied by guests, to answer bells, to mark billiards and to perform such other service as the comfort and convenience of the hotel guests may require, including the preparation of hors-d'oeuvres and light refreshments;

"weekly wage" means the weekly wage prescribed in section 4 (1) or where a monthly wage has been prescribed such monthly wage divided by four and one-third;

"wine and malt establishment" means an establishment in respect of which a wine and malt liquor licence is held.

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

4. LONE.

Gebied A.

(1) Die minimum lone wat aan ondergenoemde werknemers betaal moet word, is soos volg: Met dien verstande dat in Gebied A 'n leerling wat 'n opleidingskollege deur die Nywerheidsraad erken, bygewoon het en na sodanige tydperk in besit is van 'n bekwaamheidsertifikaat, geregtig is op 'n verhoging van tien persent (10%) van die basiese loon onmiddellik nadat hy sodanige sertifikaat ingedien het; en voorts met dien verstande dat alle ander werknemers wat 'n opleidingskollege deur die Nywerheidsraad erken, bygewoon het en in besit is van 'n bekwaamheidsertifikaat, geregtig is op 'n verhoging van 7½% van die basiese loon onmiddellik nadat sodanige bekwaamheidsertifikaat ingedien is:—

	Groep I. Werknemers uitge- sondered los of deeltidse werknemers.	Groep II. Los werknemers.	Groep III. Deeltidse werknemers.
	Per week.	Per dag, of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.
	R c	R c	R c
Vroulike klerklike werknemer—			
met minder as ses maande ondervinding.....	4 20	1 05	1 05
met ses maande ondervinding of langer in 'n gelisensieerde hotel	5 25	—	—
Klas A-kroegman—			
met minder as ses maande diens by dieselfde werkgever...	15 40	3 03	3 03
met minstens ses maande diens by dieselfde werkgever.....	16 50	—	—
Leerling-kroegman, klas A—			
met minder as een jaar ondervinding.....	9 50	—	—
met een jaar of langer maar minder as twee jaar ondervinding...	11 28	—	—
met twee jaar of langer maar minder as drie jaar ondervinding...	13 43	—	—
Klas B-kroegman—			
met minder as ses maande diens by dieselfde werkgever...	11 28	2 20	2 20
met meer as ses maande diens by dieselfde werkgever.....	12 10	—	—
Leerlingkroegman, klas B	7 87	—	—
Klas C-kroegman—			
met minder as ses maande diens by dieselfde werkgever...	15 40	2 58	2 58
met minstens ses maande diens by dieselfde werkgever.....	16 50	—	—
Leerlingkroegman, klas C—			
met minder as een jaar ondervinding.....	9 47	—	—
met een jaar of langer maar minder as twee jaar ondervinding...	10 67	—	—
met twee jaar of langer maar minder as drie jaar ondervinding...	11 83	—	—
Klas D-kroegman—			
met minder as ses maande diens by dieselfde werkgever...	10 45	1 65	1 65
met minstens ses maande diens by dieselfde werkgever.....	12 10	—	—
Leerlingkroegman, klas D	6 27	—	—
	Per maand.	Per week.	Per dag.
	R c	R c	R c
Kassier.....	39 90	9 21	1 32
Korttyd-kassier.....	25 20	8 65	1 58
Klerklike werknemer....	27 30	—	—
Deurwagter.....	31 50	—	—

4. WAGES.

Area A.

(1) The minimum wages to be paid to the undermentioned employees shall be as follows: Provided that in Area A a learner having attended a training college recognised by the Industrial Council and holding a Certificate of Competency after such period shall be entitled to a ten per cent (10%) increase in the basic wage immediately upon production of such Certificate; provided further that all other employees having attended a training college recognised by the Industrial Council and holding a Certificate of Competency shall be entitled to a 7½% increase in the basic wage immediately upon the production of such Certificate of Competency:—

	Group I. Employees other than Casual or Part-time.	Group II. Casual Employees.	Group III. Part-time Employees.
	Per Week.	Per Day or Part of Day.	Per Day or Part of Day.
	R c	R c	R c
Female clerical employee—			
with less than six months' experience	4 20	1 05	1 05
with six months or more experience in a licenced hotel....	5 25	—	—
Class A barman—			
with less than six months' service with the same employer..	15 40	3 03	3 03
with not less than six months' service with the same employer..	16 50	—	—
Learner class A Barman—			
with less than one years' experience...	9 50	—	—
with one or more, but less than two years' experience.....	11 28	—	—
with two or more, but less than three years' experience.....	13 43	—	—
Class B barman—			
with less than six months' service with the same employer..	11 28	2 20	2 20
with more than six months' service with the same employer..	12 10	—	—
Learner class B barman	7 87	—	—
Class C barman—			
with less than six months' service with the same employer..	15 40	2 58	2 58
with not less than six months' service with the same employer..	16 50	—	—
Learner class C barman—			
with less than one year of experience.....	9 47	—	—
with one or more, but less than two years of experience.....	10 67	—	—
with two or more, but less than three years of experience.....	11 83	—	—
Class D barman—			
with less than six months' service with the same employer..	10 45	1 65	1 65
with not less than six months' service with the same employer..	12 10	—	—
Learner class D barman	6 27	—	—
	Per Month.	Per Week.	Per Day.
	R c	R c	R c
Cashier.....	39 90	9 21	1 32
Cashier, short-time.....	25 20	8 65	1 58
Clerical employee.....	27 30	—	—
Commissionaire.....	31 50	—	—

	Groep I. Werknemers uitge- sonderd los of deeltidse werknemers.	Groep II. Los werknemers.	Groep III. Deeltidse werknemers.		Group I. Employees other than Casual or Part-time.	Group II. Casual Employees.	Group III. Part-time Employees.
	Per maand.	Per dag of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.		Per Month.	Per Day or Part of Day.	Per Day or Part of Day.
	R c	R c	R c		R c	R c	R c
Kok, gekwalifiseer.....	37 00	1 58	1 58	Cook, qualified.....	37 00	1 58	1 58
Kok, leerling—				Cook, learner—			
met minstens ses maan- de ondervinding....	20 58	—	—	with not less than six months of experience	20 58	—	—
met ses maande of langer maar minder as 12 maande onder- vinding.....	23 35	—	—	with six months or more, but less than 12 months' expe- rience.....	23 35	—	—
met 12 maande of langer maar minder as 18 maande onder- vinding.....	26 35	—	—	with 12 months or more, but less than 18 months' expe- rience.....	26 35	—	—
Kerrikkok.....	21 00	1 00	1 00	Curry cook.....	21 00	1 00	1 00
Graad II-werknemer— volwassene. (uniforms moet deur die werk- gewer verskaf word)	11 13	0 70 Per dag van	0 70 hoogstens 10 uur.	Grade II employee— adult (uniforms to be supplied by the em- ployer).....	11 13	0 70 Per day of not more than 10 hours.	0 70
jeugdige (uniforms moet deur die werk- gewer verskaf word)	7 20	—	—	juvenile (uniforms to be supplied by the employer).....	7 20	—	—
Nagwag, bewaakkantoor, maak skoene skoon, ens.....	12 44	—	—	Nightwatchman, guard- ing office, cleaning shoes, etc.....	12 44	—	—
Huishoudster.....	26 25	—	—	Housekeeper.....	26 25	—	—
Huisbediende.....	15 00	—	—	Housemaid.....	15 00	—	—
Hyserbediende.....	11 55	—	—	Lift attendant.....	11 55	—	—
Hyserbediende, na een jaar diens.....	13 65	—	—	Lift attendant, after one year's service.....	13 65	—	—
Buiteverkoopbediende, man—				Off - sales attendant, male—			
gekwalfiseer.....	57 75	—	—	qualified.....	57 75	—	—
ongekwalfiseer—				unqualified—			
eerste jaar ondervin- ding.....	21 00	—	—	first year of expe- rience.....	21 00	—	—
tweede jaar onder- vinding.....	28 35	—	—	second year of expe- rience.....	28 35	—	—
derde jaar onder- vinding.....	35 70	—	—	third year of expe- rience.....	35 70	—	—
vierde jaar onder- vinding.....	43 05	—	—	fourth year of expe- rience.....	43 05	—	—
vyfde jaar ondervin- ding.....	50 40	—	—	fifth year of expe- rience.....	50 40	—	—
Buiteverkoopbediende, vrou—				Off-sales attendant, fe- male—			
gekwalfiseer.....	37 80	—	—	qualified.....	37 80	—	—
ongekwalfiseer—				unqualified—			
eerste jaar ondervin- ding.....	18 90	—	—	first year of expe- rience.....	18 90	—	—
tweede jaar onder- vinding.....	23 63	—	—	second year of expe- rience.....	23 63	—	—
derde jaar ondervin- ding.....	28 35	—	—	third year of expe- rience.....	28 35	—	—
vierde jaar ondervin- ding.....	33 08	—	—	fourth year of expe- rience.....	33 08	—	—
Hoteljoggie—				Page—			
met minder as ses maande ondervin- ding.....	12 10	—	—	with less than six months' experience..	12 10	—	—
met minstens ses maan- de ondervinding....	14 30	—	—	with not less than six months' experience..	14 30	—	—
Portier.....	31 50	—	—	Porter.....	31 50	—	—
Proviandkamerwerk- nemer, gekwalifi- seer—				Still-room employee, qua- lified—			
met minder as ses maande diens by die- selfde werkgewer...	26 25	—	—	with less than six months' service with the same employer..	26 25	—	—
met minstens ses maan- de diens by dieselfde werkgewer.....	27 30	—	—	with not less than six months' service with the same employer..	27 30	—	—

	Groep I. Werknemers uitge- sonderd los of deeltidse werknemers.	Groep II. Los werknemers.	Groep III. Deeltidse werknemers.		Group I. Employees other than Casual or Part-time.	Group II. Casual Employees.	Group III. Part-time Employees.
	Per maand.	Per maand.	Per dag of gedeelte van 'n dag.		Per Month.	Per Month.	Per Day or Part of Day.
		R c	R c			R c	R c
Proviantkamerwerk- nemer, ongekwalifi- seer—				Still-room employee, un- qualified—			
met minder as ses maande ondervin- ding.....	14 28	—	—	with less than six months' experience..	14 28	—	—
met ses maande of langer, maar minder as 12 maande onder- vinding.....	16 48	17 58	—	with six or more, but less than 12 months' experience.....	16 48	17 58	—
met 12 maande of langer, maar minder as 18 maande onder- vinding.....	18 70	19 75	—	with 12 months or more, but less than 18 months' expe- rience.....	18 70	19 75	—
Hoofkelner.....	31 50	—	—	Head waiter.....	31 50	—	—
		Per dag of gedeelte van 'n dag.				Per Day or Part of Day.	
Kelner, gekwalifiseer....	24 15	R c 0 25 Per uur met van R1.60	0 25 'n minimum per dag.	Waiter, qualified.....	24 15	R c 0 25 Per hour with of R1.60	0 25 with a minimum per day.
Kelner, gekwalifiseer, na ses maande diens by dieselfde werkgewer..	26 00	—	—	Waiter, qualified, after six months' service with the same employer	26 00	—	—
Kerrikelner.....	12 60	0 70	0 70	Curry Waiter.....	12 60	0 70	0 70
		Na ses maa- broke diens de werkgewer.	nde ononder- by dieself- de werkgewer.			After Six M- ken Service Employer.	Months Unbro- ken with the same
		Per maand.	Per dag of gedeelte van 'n dag.			Per Month.	Per Day part of of Day.
		R c	R c			R c	R c
Leerlingkelner—				Learner waiter—			
met minder as een jaar ondervinding.....	10 23	12 35	—	with less than one year of experience.....	10 23	12 35	—
met een jaar of langer, maar minder as twee jaar ondervinding...	13 33	14 40	—	with one year or more, but less than two year's experience. ...	13 33	14 40	—
		Per dag of gedeelte van 'n dag.				Per Day or Part of Day.	
		R c	R c			R c	R c
Faktotum.....	27 30	1 10	1 10	Handyman.....	27 30	1 10	1 10
Lyfkneg.....	27 30	1 10	1 10	Valet.....	27 30	1 10	1 10
Skakelbordbediener....	27 30	1 10	1 10	Switchboard Operator...	27 30	1 10	1 10
Wasserywerker.....	31 50	—	—	Laundryman.....	31 50	—	—
Wasseryhulp.....	27 30	1 10	1 10	Laundryhand.....	27 30	1 10	1 10
Kombuushulp.....	13 00	—	—	Kitchenhand.....	13 00	—	—
Nagportier.....	27 30	—	—	Night porter.....	27 30	—	—
Gebied B.				Area B.			
	Per week.				Per Week.		
	R c				R c		
Vroulike klerklike werk- nemer.....	3 15	—	—	Female clerical employee	3 15	—	—
Klas A-kroegman, ge- kwalifiseer.....	8 80	1 52	1 52	Class A barman, qualified	8 80	1 52	1 52
Leerlingkroegman, klas A—				Learner class A bar- man—			
met minder as een jaar ondervinding.....	3 30	—	—	with less than one year of experience.....	3 30	—	—
met een jaar of langer, maar minder as twee jaar ondervinding...	4 40	—	—	with one or more, but less than two years' experience.....	4 40	—	—
met twee jaar of langer, maar minder as drie jaar ondervinding...	6 60	—	—	with two or more, but less than three years' experience.....	6 60	—	—
Klas B-kroegman, ge- kwalifiseer.....	6 10	1 07	1 07	Class B barman, qualified	6 10	1 07	1 07

	Groep I. Werknemers uitge- sonderd los of deeltydse werknemers.	Groep II. Los werknemers.	Groep III. Deeltydse werknemers.		Group I. Employees other than Casual or Part-time.	Group II. Casual Employees.	Group III. Part-time Employees.
	Per maand.	Per dag of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.		Per Month.	Per Day or Part of Day.	Per Day or Part of Day.
Leerlingkroegman, klas B	R c 19 35	R c —	R c —	Learner class B Barman	R c 19 35	R c —	R c —
Kok, gekwalifiseer.....	22 00	0 89	0 89	Cook, qualified.....	22 00	0 89	0 89
Kok, leerling—				Cook, learner—			
met minder as ses				with less than six			
maande ondervin-				months' experience..	10 50	—	—
ding.....	10 50	—	—	with six months or			
met ses maande of				more, but less than			
langer, maar minder				12 months' expe-	12 85	—	—
as 12 maande onder-	12 85	—	—	rience.....			
vinding.....				with 12 months or			
met 12 maande of				more, but less than			
langer, maar minder				18 months' expe-	15 18	—	—
as 18 maande onder-	15 18	—	—	rience.....	15 75	0 63	0 63
vinding.....	15 75	0 63	0 63	Curry cook.....			
Kerriekok.....				Grade II employee—			
Graad II-werknemer—				adult.....	7 86	0 30	0 30
volwassene.....	7 86	0 30	0 30	juvenile.....	4 80	—	—
jeugdige.....	4 80	—	—	Night watchman.....	9 17	—	—
Nagwag.....	9 17	—	—	Housekeeper.....	15 75	—	—
Huishoudster.....	15 75	—	—	Housemaid.....	10 00	—	—
Huisbediende.....	10 00	—	—	Lift attendant.....	7 35	—	—
Hyserbediende.....	7 35	—	—	Off-sales attendant—			
Buiteverkoopbediende—				qualified.....	25 20	—	—
gekwalfiseer.....	25 20	—	—	unqualified—			
ongekwalfiseer—				first year of expe-	13 65	—	—
eerste jaar ondervin-	13 65	—	—	rience.....	15 75	—	—
ding.....				second year of expe-			
tweede jaar onder-	15 75	—	—	rience.....	17 85	—	—
vinding.....				third year of expe-	19 95	—	—
derde jaar ondervin-	17 85	—	—	rience.....	22 05	—	—
ding.....				fourth year of expe-			
vierde jaar ondervin-	19 95	—	—	rience.....			
ding.....				fifth year of expe-			
vyfde jaar ondervin-	22 05	—	—	rience.....			
ding.....				Page—			
Hoteljoggie—				with less than six	6 60	—	—
met minder as ses				months' experience..			
maande ondervin-	6 60	—	—	with not less than six	7 70	—	—
ding.....				months' experience..			
met minstens ses maan-	7 70	—	—	Still-room employee—			
de ondervinding....				qualified.....	16 80	—	—
Proviantkamerwerk-				unqualified—			
nemer—				with less than six			
gekwalfiseer.....	16 80	—	—	months' expe-	7 35	—	—
ongekwalfiseer—				rience.....			
met minder as ses				with six months or	8 50	—	—
maande ondervin-	7 35	—	—	more, but less than			
ding.....				12 months' expe-			
met ses maande of				rience.....			
langer, maar min-	8 50	—	—	with 12 months or	10 75	—	—
der as 12 maande				more, but less than	18 90	—	—
ondervinding.....				18 months' expe-	15 75	0 18	0 18
met 12 maande of				rience.....		Per hour with a minimum	Per day.
langer, maar min-	10 75	—	—	Head waiter.....		of R1.20	
der as 18 maande	18 90	—	—	Waiter, qualified.....			
ondervinding.....	15 75	0 18	0 18				
Hoofkelner.....		Per uur met 'n minimum	Per dag.	After six months' ser-			
Kelner, gekwalfiseer....		van R1.20	per dag.	vice with the same	18 00	—	—
na ses maande diens by				employer.....			
dieselfde werkgever	18 00	—	—				
		Na ses maande ononder-	by dieself-			After Six Months Unbro-	ken Service with the same
		broke diens werkgewer.	de werkgewer.			Employer.	
		Per maand.	Per dag of			Per Month.	Per Day
			gedeelte				or Part
			van 'n				of Day.
			dag.				
Leerlingkelner—				Learner waiter—		R c	R c
met minder as 12 maan-				with less than 12	7 35	8 50	—
de ondervinding....	7 35	8 50	—	months' experience..			
met minstens 12 maan-				with not less than			
de ondervinding....	10 75	11 80	—	12 months' expe-	10 75	11 80	—
Kerriekelner.....	9 10	—	—	rience.....	9 10	—	—
Portier.....	17 85	—	—	Curry waiter.....	17 85	—	—
Deurwagter.....	17 85	—	—	Porter.....		—	—
				Commissionaire.....	17 85	—	—

	Groep I. Werknemers uitge- sonderd los of deeltidse werknemers.	Groep II. Los werknemers.	Groep III. Deeltidse werknemers.
	Per maand.	Per dag of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.
	R c	R c	R c
Faktotum.....	13 65	0 55	0 55
Skakelbordbediener....	13 65	—	—
Lyfkneeg.....	13 65	—	—
Wasserywerker.....	16 00	—	—
Wasseryhulp.....	13 65	—	—
Kombuishulp.....	9 50	—	—
Nagportier.....	13 65	—	—

(2) Geen leerling mag in diens geneem word as 'n los of deeltidse werknemer teen 'n laer loon as dié voorgeskryf vir 'n gekwalifiseerde werknemer in 'n bedryfsinrigting vir die soort werk waarvoor die leerling in diens geneem is nie;

(3) (a) (i) Alle werknemers in Gebied A, uitgesonderd 'n kroegman, kok, deeltidse werknemer, los werknemer, hoteljoggie, kelner, kerriekok, kerriekelner, portier, klerklike werknemer, kassier, korttyd-kassier, deurwagte, proviandkamerwerknemer, buiteverkoopbediende, hoofkelner, faktotum, wasserywerker, wasseryhulp, nagportier, skakelbordbediener en lyfkneeg is geregtig om gratis etes en huisvesting te ontvang benewens die lone hierin vir sodanige werknemer voorgeskryf, met dien verstande dat 'n werkgever aan 'n werknemer wat nie gratis etes en huisvesting ontvang nie, in plaas daarvan op die gewone betaaldag benewens sy loon minstens die volgende bedrae per week moet betaal:—

	Graad II- werknemers.	Ander werknemers wat omskryf word.
	R c	R c
Etes.....	0 75	1 55
Huisvesting.....	0 25	0 90
Etes en huisvesting.....	1 00	2 45

(b) 'n Kroegman, kok, deeltidse werknemer, los werknemer, hoteljoggie, kelner, kerriekok, kerriekelner, portier, klerklike werknemer, kassier, korttyd-kassier, proviandkamerwerknemer, hoofkelner, faktotum, wasserywerker, wasseryhulp, nagportier, skakelbediener en lyfkneeg in Gebied A is geregtig op vry etes wat binne sy werkure val. Waar sodanige etes nie verskaf word nie, moet 'n toelae van 10 sent per ete in plaas daarvan aan sodanige werknemer betaal word.

(c) 'n Buiteverkoopbediende in Gebied A is geregtig op een gratis ete per werkdag.

(d) Alle werknemers in Gebied B is geregtig op gratis etes en huisvesting benewens die loon hierin vir sodanige werknemer voorgeskryf, met dien verstande dat geen betaling in plaas daarvan gedoen mag word aan enige werknemer wat nie etes en/of huisvesting, soos bepaal, aanneem nie.

(4) 'n Werkgever wat verkies om 'n werknemer by die maand te betaal, moet sodanige werknemer minstens die weekloon vir so 'n werknemer, vermenigvuldig met vier en een derde, betaal.

(5) Enige loonsverhoging artikel word verskuldig en betaalbaar op die eerste betaaldag na die voltooiing van die dienstydperk wat hom op sodanige verhoging geregtig maak.

(6) (a) 'n Werknemer van wie op enige dag vereis of wat op enige dag toegelaat word om twee of meer soorte werk vir enige tydperk van minder as vier uur te verrig waarvoor verskillende lone voorgeskryf is, moet vir die tyd in elke sodanige klas gewerk, besoldig word teen minstens die tydskaal van toepassing op dié soort werk, maar in geen geval mag sodanige werknemer minder betaal word as teen die loonskaal waarvoor hy in diens geneem is nie.

(b) 'n Werknemer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as vier uur altesaam op 'n dag, hetsy benewens sy eie soort werk of in plaas daarvan, werk van 'n ander soort werk te verrig waarvoor of—

(i) 'n hoër loon as dié van sy eie klas; of

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

in subartikel (1) voorgeskryf is, moet aan sodanige werknemer ten opsigte van die hele dag waarop hy sulke werk verrig dieselfde loon betaal as wat betaal word aan 'n gekwalifiseerde werknemer wat dieselfde soort werk verrig, maar in geen geval mag sodanige werknemer minder betaal word as teen die loonskaal waarvoor hy in diens geneem is nie, met dien verstande dat 'n buiteverkoopbediende van wie vereis word om in 'n kroeg te werk, minstens R0.50 per uur vir elke uur aldus gewerk, betaal moet word.

	Groep I. Werknemers uitge- sonderd los of deeltidse werknemers.	Groep II. Los werknemers.	Groep III. Deeltidse werknemers.
	Per Month.	Per dag of gedeelte van 'n dag.	Per dag of gedeelte van 'n dag.
	R c	R c	R c
Handyman.....	13 65	0 55	0 55
Switchboard operator...	13 65	—	—
Valet.....	13 65	—	—
Laundryman.....	16 00	—	—
Laundryhand.....	13 65	—	—
Kitchenhand.....	9 50	—	—
Night porter.....	13 65	—	—

(2) No learner shall be employed as a casual or part-time employee at a wage lower than is prescribed for a qualified employee in an establishment for the class of work on which the learner is employed;

(3) (a) (i) Each employee in Area A, other than a barman, cook, part-time employee, casual employee, page, waiter, curry cook, curry waiter, porter, clerical employee, cashier, cashier short-time, commissionaire, still-room employee, off-sales attendant, head waiter, handyman, laundryman, laundryhand, night porter, switchboard operator and valet, shall be entitled to receive, free of charge, board and lodging in addition to the wages prescribed herein, to such employee, provided that an employer, shall, in lieu thereof pay to such employee who does not receive board and lodging free of charge, per week, and on the usual pay day in addition to his wage not less than the following amounts:—

	Grade II Employees.	Other Employees Defined.
	R c	R c
Board.....	0 75	1 55
Lodging.....	0 25	0 90
Board and lodging.....	1 00	2 45

(b) A barman, cook, part-time employee, casual employee, page, waiter, curry cook, curry waiter, porter, clerical employee, cashier, cashier short-time, still-room employee, head waiter, handyman, laundryman, laundryhand, night porter, switchboard operator, and valet in Area A, shall be entitled, free of charge, to meals which fall within his working hours. Where such meals are not provided, an allowance of 10 cents per meal shall be paid to such employee in lieu thereof.

(c) An off-sales attendant in Area A shall be entitled to one free meal per working day.

(d) All employees in Area B shall be entitled to receive free of charge board and lodging in addition to the wage prescribed herein for such employee, provided that no payment shall be made in lieu thereof to any employee who does not accept board and/or lodging as provided.

(4) An employer who elects to pay an employee by the month shall pay such employee not less than the weekly wage for such employee multiplied by four and one third.

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

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

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

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

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

is prescribed in sub-section (1) shall pay to such employee in respect of the whole day on which he performs such work the same rate of pay as paid to a qualified employee doing the same class of work, but in no case shall such employee be paid less than at the rate of wages he has been engaged for, provided that an off-sales attendant who is required to work in a bar shall be paid not less than R0.50 per hour for each hour so worked.

(7) Niks in hierdie Ooreenkoms mag dien om die lone wat aan enige werknemer voor die aanvangsdatum van hierdie Ooreenkoms betaal is, te verminder nie.

(8) Onmiddellik nadat hierdie Ooreenkoms in werking tree, moet alle leerlinge in klousule 4 (1) genoem en wat in Gebied A in diens is, 'n opleidingskollege wat deur die Nywerheidsraad erken word vir 'n minimum tydperk van twee jaar bywoon.

5. BETALING VAN BESOLDIGING.

(1) Die lone van alle werknemers is verskuldig en betaalbaar in kontant op die gewone betaaldag van die maand, met dien verstande dat die betaaldag op 'n dag moet val nie later nie as drie dae nadat die besoldiging van enige werknemer verskuldig word—

- (a) maandeliks, in die geval waar werkgewers ingevolge subartikel (4) van artikel 4 van hierdie Ooreenkoms verkies het om werknemers by die maand te betaal;
- (b) wekeliks, in die geval van alle ander werknemers; en
- (c) die lone moet in 'n koeverf of ander houer wees of vergesel gaan van 'n staat met daarop die werknemer se naam en betaalstaatsnommer, die werknemer se beroep, getal oortydure gewerk, die besoldiging verskuldig en die tydperk ten opsigte waarvan besoldiging geskied, met dien verstande dat indien die dienskontrak van 'n werknemer beëindig word voor die gewone betaaldag van sodanige werknemer, die besoldiging aan hom verskuldig onmiddellik by sodanige beëindiging betaal moet word.

(2) Geen premie mag gevra of aangeneem word vir die opleiding van 'n werknemer nie.

(3) Geen boetes van watter aard ook al mag 'n werknemer opgelê word nie.

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

(5) Geen aftrekkings van watter aard ook al, uitgesonderd die volgende, mag van die besoldiging van 'n werknemer gemaak word nie:—

- (a) Uitgesonderd waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede, as op las of op versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sodanige afwesigheid;
- (b) met die skriftelike toestemming van die werknemer kan aftrekkings gemaak word vir vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfondse;
- (c) bydraes aan die Raadsfonds moet afgetrek word ingevolge artikel 14 van hierdie Ooreenkoms;
- (d) waar 'n werkgewer ooreenkomsig enige wet of ordonansie of regsgeving verplig word om betalings vir of namens 'n werknemer te doen, kan enige sodanige bedrag aldus betaal, afgetrek word;
- (e) in Gebied A, met die skriftelike toestemming van die werknemer, kan 'n bedrag van 10 sent per ete (uitgesonderd etes wat gratis verskaf word ingevolge artikel 4 (3) (b) of 90 sent per week vir huisvesting afgetrek word van die loon van 'n klas A- en klas C-kroegman aan wie sulke etes of huisvesting verskaf word;
- (f) met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld aan die vakvereniging.

6. VERBOD OP INDIENSNEMING.

Behalwe waar 'n hoër ouderdomsbeperking vasgestel word kragtens die Drankwet, 1928, mag geen persoon onder die ouderdom van 16 jaar in enige bedryfsinrigting in diens geneem word nie.

7. WERKURE.

(1) (a) Die gewone werkure van 'n klas A-kroegman of klas B-kroegman mag hoogstens 111 binne veertien dae en nege op 'n dag wees. In 'n sêwedaagse bedryfsinrigting kan daar van 'n kroegman vereis word om al om die ander Sondag 'n maksimum van sewe en 'n half uur te werk maar die maksimum getal gewone werkure in 14 dae moet 111 bly. Alle kroegmanne, uitgesonderd „los” kroegmanne of kroegmanne in 'n sêwedaagse bedryfsinrigting, moet 'n diensvry aand per week toegestaan word, wat nie later nie as 7 nm. begin; so 'n diensvry aand moet nie op 'n Vrydag, 'n Saterdag of 'n Sondag geneem word nie.

(b) Die gewone werkure van 'n klas C- of klas D-kroegman of 'n kroegman in 'n sêwedaagse bedryfsinrigting mag hoogstens 54 in 'n week en nege op 'n dag wees;

(2) Enige kroegman van wie vereis of wat toegelaat word om langer te werk as die ure voorgeskryf in subartikel (1) (a) en (b) van hierdie artikel moet vir sodanige langer werkure besoldig word teen die loon van 50 sent per uur of gedeelte van 'n uur, met dien verstande dat waar oortyd bereken op 'n wekelikse of veertiendaagse basis verskil van dié bereken op 'n daaglikse basis, die gunstigste basis vir die werknemer aangeneem moet word, en vir die toepassing van hierdie klousule moet oortyd verskuldig aan werknemers genoem in subartikel (1) (a) van hierdie artikel, ondanks die bepalings van artikel 5 (1), veertiendaags bepaal word en op die eersvolgende betaaldag betaal word.

(3) (a) In 'n bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting, mag die gewone werkure van 'n werknemer, uitgesonderd 'n kroegman, 'n korttyd-kassier, graad II-werknemer en nagwag, behoudens die bepalings van paragraaf (d) van hierdie klousule hoogstens ses dae, elkeen van nege uur, in 'n week wees, en genoemde nege uur moet voltooi word binne 'n werkdagbestek van 14½ uur. Vir elke uur of gedeelte daarvan op enige dag gewerk wat langer is as die werkdagbestek voorgeskryf

(7) Nothing in this Agreement shall operate to reduce the wages which were being paid to any employee prior to the date of this Agreement.

(8) Immediately upon the coming into force of this Agreement, all learners, referred to in clause 4 (1) and who are employed in Area A, must attend a training college recognised by the Industrial Council for a minimum period of two years.

5. PAYMENT OF REMUNERATION.

(1) The wages of all employees shall become due and payable in cash on the usual pay day of the month, provided that pay day shall be on a day not later than three days after the remuneration of any employee becomes due—

- (a) monthly, in the case where employers have elected in terms of sub-section (4) of section 4 of this Agreement to pay employees by the month;
- (b) weekly, in cases of all other employees; and
- (c) the wages shall be contained in an envelope or other container or accompanied by a statement showing the employee's name and pay roll number, the employee's occupation, number of overtime hours worked, the remuneration due and the period in respect of which payment is made, provided that if the contract of service of an employee is terminated before the usual pay day of such employee the remuneration due to him shall be paid immediately on such termination.

(2) No premium shall be charged or accepted for the training of an employee.

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

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

(5) No deductions of any kind, other than the following, shall be made from the remuneration of an employee:—

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of such absence;
- (b) with the written consent of the employee, deductions may be made for holidays, sick-, insurance, provident or pension funds;
- (c) contributions to the Council Fund shall be deducted in terms of section 14 of this Agreement;
- (d) where an employer is compelled by any law or ordinance or legal process to make payments for or on behalf of an employee, any such amount so paid may be deducted;
- (e) in Area A, with the written consent of the employee, a sum of 10 cents per meal [exclusive of meals provided free of charge in terms of section 4 (3) (b) or 90 cents per week for lodging] may be deducted from the wage of a class A and class C barman to which such meals or lodging is supplied;
- (f) with the written consent of the employee, deductions for subscriptions to the Trade Union.

6. PROHIBITION OF EMPLOYMENT.

Except where a higher age limit is fixed under the Liquor Act, 1928, no person under the age of 16 years shall be employed in any establishment.

7. HOURS OF WORK.

(1) (a) The ordinary working hours of a class A barman or class B barman shall not exceed in any one fortnight 111 and on any one day nine. In a seven day establishment a barman may be required to work for a maximum of seven and a half hours on alternate Sundays, but the maximum number of ordinary working hours in any one fortnight shall remain 111. All barmen, other than „casual” barmen or barmen in a six day establishment shall be given one evening off per week, commencing not later than 7 p.m., such evening shall not be taken on either a Friday, Saturday or Sunday.

(b) The ordinary working hours of a class C or class D barman or a barman in a six day establishment shall not exceed in any one week 54 and on any one day nine.

(2) Any barman who is required or allowed to work in excess of the hours prescribed in sub-section (1) (a) and (b) of this section shall for such excess be paid at the rate of 50 cents per hour or part of an hour provided that where overtime calculated on a weekly or fortnightly basis differs from that calculated on a daily basis, the basis more favourable to the employee shall be adopted and for the purpose of this clause overtime due to employees referred to in sub-section (1) (a) of this section shall notwithstanding the provisions of section 5 (1) be determined fortnightly and paid at the first ensuing pay day.

(3) (a) In an establishment, other than a wine and malt establishment, the ordinary working hours of an employee, other than a barman, cashier, short-time, grade II employee and night watchman shall, subject to the provisions of paragraph (d) of this clause not exceed in any one week six days each of nine hours to be completed within a spreadover of 14½ hours. For each hour or part thereof worked on any day in excess of the

in hierdie subartikel, moet 'n werknemer dubbel die uurloon voorgeskryf in klousule 4 vir 'n werknemer van sy klas, betaal word.

(b) Die gewone werkure van 'n graad II-werknemer in 'n bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting, is ses dae, elkeen van 10 uur wat voltooi moet word binne 'n werkdagbestek van 14½ uur en een dag van vyf uur wat voltooi moet word nie later nie as twee uur nm. Vir elke gedeelte daarvan wat gewerk word op enige dag wat langer is as die werkdagbestek in hierdie subartikel voorgeskryf, moet 'n werknemer dubbel die uurloon voorgeskryf in klousule 4 vir 'n werknemer van sy klas, betaal word.

(c) In 'n wyn- en bierbedryfsinrigting mag die gewone werkure van 'n werknemer, uitgesonderd 'n kroegman en graad II-werknemer, behoudens die bepalings van paragraaf (d) van hierdie klousule, hoogstens 54 uur in 'n week en nege op 'n dag wees en in die geval van 'n graad II-werknemer, 60 per week of tien per dag.

(d) Die werkure van buiteverkoopbediendes is soos volg:—

Maandag tot Donderdag	9 vm. tot 6 nm.
Vrydag	9 vm. tot 7 nm.
Saterdag	9 vm. tot 2 nm.

met een uur vir middagete op elke dag, uitgesonderd Saterdag.

(4) 'n Werknemer, uitgesonderd 'n kroegman, van wie vereis of wat toegelaat word om op 'n dag langer as die gewone werkure vir so 'n dag te werk, moet vir elke uur of gedeelte daarvan een en 'n half maal die uurloon betaal word wat in klousule 4 vir 'n werknemer van sy klas voorgeskryf is.

(5) (a) In bedryfsinrigtings, uitgesonderd wyn- en bierbedryfsinrigtings, moet aan elke werknemer, uitgesonderd 'n kroegman, graad II-werknemer en nagag deur sy werkgever een volle diensvry werkdag in elke week toegestaan word.

(b) In bedryfsinrigtings, uitgesonderd wyn- en bierbedryfsinrigtings, moet aan 'n graad II-werknemer deur sy werkgever een volle diensvry werkdag in elke maand toegestaan word, maar hy kan met die toestemming van die werknemer in plaas van sy volle diensvry dag en halfdae teen die een en 'n half maal sy loon betaal word.

(6) Behoudens artikel 7 (3) (c) moet aan elke werknemer minstens 30 minute vir elke ete wat binne sy werkure val, toegestaan word en geen werknemer mag langer as ses uur werk sonder 'n pouse van minstens 30 minute vir 'n ete nie. Alle etenstye moet ingesluit word in die werkdagbestek in subartikel (3) (a) van hierdie artikel genoem, maar hulle mag nie deel van die ure wat gewerk is, uitmaak nie.

(7) Oortyd moet beperk word tot agt uur per week, behalwe in buitengewone omstandighede veroorsaak deur toestande buite die werkgever se beheer.

(8) Die gewone werkure van 'n los werknemer mag hoogstens nege uur op 'n dag wees.

8. GETALVERHOUDING VAN WERKNEMERS.

(1) In elke bedryfsinrigting, uitgesonderd 'n wyn- en bierbedryfsinrigting—

(a) moet daar twee gekwalifiseerde klas A-kroegmanne in diens wees voordat 'n leerlingkroegman, klas A, in diens geneem kan word en vir elke twee gekwalifiseerde klas A-kroegmanne aldus in diens, mag hoogstens een leerlingkroegman, klas A, in diens geneem word. Vir die toepassing van hierdie subartikel mag 'n werkgever wat as kroegman werksaam is nie tel vir 'n kroegman in diens nie;

(b) voordat 'n leerlingkroegman, klas B, in diens geneem kan word, moet daar eers twee gekwalifiseerde klas B-kroegmanne in diens wees en vir elke twee gekwalifiseerde klas B-kroegmanne aldus in diens, mag hoogstens een leerlingkroegman, klas B, in diens geneem word;

(c) voordat 'n leerlingkelner in diens geneem kan word, moet daar eers minstens drie gekwalifiseerde kelners in diens wees en vir elke drie of gedeelte van drie gekwalifiseerde kelners aldus in diens, mag hoogstens een leerling in diens geneem word;

(d) voordat 'n leerlingkok in diens geneem kan word, moet daar minstens een gekwalifiseerde kok in diens wees en vir elke gekwalifiseerde kok in diens, mag hoogstens een leerlingkok in diens geneem word; vir die toepassing van hierdie artikel kan 'n werkgever wat aktief in sy eie bedryfsinrigting werksaam is in die werk van 'n kok met die goedkeuring van die Raad vooraf, as 'n gekwalifiseerde kok gereken word, met dien verstande dat hy toesien dat sy naam in die tyd- en loonregister verskyn terwyl hy aldus werksaam is;

(e) voordat 'n graad II-jeugdige in diens geneem kan word, moet daar agt volwasse graad II-werknemers in diens wees. Geen sodanige graad II-jeugdige werknemer mag op nagskof in diens geneem word nie;

(f) voordat 'n ongekwalifiseerde proviandkamerwerknemer in diens geneem kan word, moet daar minstens een gekwalifiseerde proviandkamerwerknemer in diens wees en vir elke gekwalifiseerde proviandkamerwerknemer mag hoogstens een ongekwalifiseerde proviandkamerwerknemer in diens geneem word.

(2) In 'n wyn- en bierbedryfsinrigting—

(a) moet daar twee klas C-kroegmanne in diens wees voordat 'n leerlingkroegman, klas C, in diens geneem kan word en vir elke twee gekwalifiseerde klas C-kroegmanne aldus in diens, mag daar hoogstens een leerlingkroegman, klas C, in diens geneem word. Vir die toepassing van hierdie subartikel word 'n werkgever wat as kroegman werksaam is nie as 'n kroegman in diens gereken nie;

spreadover prescribed in this sub-section an employee shall be paid double the hourly wage prescribed in clause 4 for an employee of his class.

(b) The ordinary working hours of a grade II employee in an establishment, other than a wine and malt establishment, shall be six days of ten hours to be completed within a spreadover of 14½ hours and one day of five hours to be completed not later than 2 p.m. For each part thereof worked on any day in excess of the spreadover prescribed in this sub-section, an employee shall be paid double the hourly wage prescribed in clause 4 for an employee of his class.

(c) In a wine and malt establishment, the ordinary working hours of an employee, other than a barman and grade II employee shall, subject to the provisions of paragraph (d) of this clause, not exceed in any one week 54, and on any one day nine and in the case of a grade II employee 60 per week or 10 per day.

(d) The hours of work of off-sales attendants shall be as follows:—

Monday to Thursdays	9 a.m. to 6 p.m.
Fridays	9 a.m. to 7 p.m.
Saturdays	9 a.m. to 2 p.m.

with one hour for lunch each day, except Saturdays.

(4) An employee, other than a barman, who is required or allowed to work on any day in excess of the ordinary working hours for such day shall for each hour or part thereof be paid one and one-half times the hourly wage prescribed in clause 4 for an employee of his class.

(5) (a) In establishments, other than wine and malt establishments, every employee, other than a barman, grade II employee and night watchman, shall be granted by his employer one full working day off each week.

(b) In establishments, other than wine and malt establishments, a grade II employee shall be granted by his employer one full working day off each month, but may with the consent of the employee be paid in lieu of his full day and half days off at the rate of time-and-one half.

(6) Subject to section 7 (3) (c) every employee shall be granted not less than 30 minutes for each meal falling within his hours of work, and no employee shall work longer than six hours without an interval of at least 30 minutes for a meal. All meal times shall be included in the spread-over referred to in sub-section (3) (a) of this section, but shall not form part of the hours worked.

(7) Overtime must be limited to eight hours per week, save under exceptional circumstances caused by conditions beyond the employer's control.

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

8. PROPORTION OR RATIO OF EMPLOYEES.

(1) In each establishment, other than a wine and malt establishment—

(a) there shall be employed two qualified class A barmen before a learner class A barman may be employed, and for every two qualified class A barmen so employed, not more than one learner class A barman may be employed. For the purpose of this sub-section, an employer engaged as a barman shall not rank as a barman employed;

(b) before a learner class B barman may be employed, there shall first be employed two qualified class B barmen, and for every two qualified class B barmen so employed, not more than one learner class B barman may be employed;

(c) before a learner waiter may be employed, there shall first be employed not less than three qualified waiters, and for each three or part of three qualified waiters so employed not more than one learner may be employed;

(d) before a learner cook may be employed, there shall be employed not less than one qualified cook, and for every qualified cook employed, not more than one learner cook may be employed; for the purpose of this section, an employer who is actively engaged in his own establishment in the work of a cook may, with the prior approval of the Council be reckoned as a qualified cook provided that he causes his name to appear in the time and wages register while so engaged;

(e) before a grade II juvenile may be employed, there shall be eight adult grade II employees employed. No such grade II juvenile employee shall be employed on night shift;

(f) before an unqualified still-room employee may be employed, there shall be employed not less than one qualified still-room employee, and for every qualified still-room employee not more than one unqualified still-room employee may be employed.

(2) In a wine and malt establishment—

(a) there shall be employed two class C barmen before a learner class C barman may be employed, and for every two qualified class C barmen so employed, not more than one learner class C barman may be employed. For the purpose of this sub-section an employer engaged as a barman shall not rank as a barman employed;

(b) daar moet twee klas D-kroegmanne in diens geneem word voordat 'n leerling-kroegman, klas D, in diens geneem kan word en vir elke twee klas D-kroegmanne mag hoogstens een leerling in diens geneem word.

(3) Een gekwalifiseerde manlike buiterverkoopbediende moet in diens wees voordat 'n ongekwalifiseerde manlike buiterverkoopbediende in diens geneem kan word en vir elke gekwalifiseerde manlike buiterverkoopbediende mag hoogstens een ongekwalifiseerde manlike buiterverkoopbediende in diens geneem word.

(4) Een gekwalifiseerde vroulike buiterverkoopbediende moet in diens wees voordat 'n ongekwalifiseerde vroulike buiterverkoopbediende in diens geneem kan word en vir elke gekwalifiseerde vroulike buiterverkoopbediende mag hoogstens een ongekwalifiseerde vroulike buiterverkoopbediende in diens geneem word.

(5) Los of deeltydse werknemers word nie as werknemers gereken vir enige toepassing van hierdie artikel nie.

9. DIENSSERTIFIKAAT.

Elke werkgever moet 'n dienssertifikaat gratis aan elke werknemer uitreik op die tydstop dat hy sodanige werknemer se diens verlaat. Die sertifikaat moet die werknemer se volle naam, adres, ouderdom, beroep, loonskaal en werklike loon wat betaal word tesame met die datums van die werknemer se aanvaarding en verlaten van diens by dié werkgever aantoon. Alle sertifikate deur sodanige werkgever uitgereik, moet in volgorde genommener word en moet die naam van die vorige werkgever aantoon, indien daar een was, en die nommer van enige sertifikaat deur dié werkgever aan die betrokke werknemer uitgereik.

'n Duplikaat van elke sertifikaat wat uitgereik is, moet deur die werkgever gehou word en 'n verdere kopie moet deur die werkgever by die Sekretaris van die Raad ingedien word.

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) (a) Alle werknemers, uitgesonderd kroegmanne, korttydkassiers, koks en graad II-werknemers; deeltydse werknemers of los werknemers moet ten opsigte van elke 50 weke diens by dieselfde werkgever 14 agtereenvolgende dae afwesigheidsverlof met volle besoldiging toegestaan word, met dien verstande dat waar geen siekteverlof gedurende die jaar geneem is nie, die getal dae van afwesigheidsverlof met volle besoldiging na 21 agtereenvolgende dae vermeerder moet word. Die werkgever kan die tyd vasstel wanneer sodanige verlof geneem moet word, maar indien die werkgever nie aan sy werknemer sy verloftydperk op 'n vroeër datum toegestaan het nie, moet sodanige verlof toegestaan en geneem word dat dit binne drie maande na die beëindiging van 50 weke diens begin. Behoudens subartikel (3), wanneer 'n werknemer se diens in enige jaar van sy indiensneming beëindig word voor die voltooiing van die jaar maar na die voltooiing van vier maande diens, moet die werkgever die werknemer vir elke voltooië week diens in die onvoltooië jaar een vyf-en-twintigste van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is; voorts met dien verstande dat waar die siekteverlof gedurende die jaar geneem minder as sewe dae is, die getal dae afwesigheidsverlof met volle besoldiging vermeerder moet word met die getal dae siekteverlof wat nie geneem is nie.

(b) Kroegmanne en koks moet ten opsigte van elke 49 weke diens by dieselfde werkgever drie agtereenvolgende weke afwesigheidsverlof met volle besoldiging toegestaan word; met dien verstande dat die verlof wat aan 'n kroegman met twee of meer agtereenvolgende jaar diens by dieselfde werknemer toegestaan word, tot vier-en-twintig (24) agtereenvolgende dae vermeerder moet word.

Behoudens subartikel (3), wanneer 'n werknemer se diens in enige jaar van sy indiensneming beëindig word voor die voltooiing van die jaar maar na die voltooiing van vier maande diens, moet die werkgever aan die werknemer vir elke voltooië week diens in die onvoltooië jaar 3/49stes van 'n week se loon betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is.

(c) Graad II-werknemer moet ten opsigte van elke 50 weke diens by dieselfde werkgever twee agtereenvolgende weke afwesigheidsverlof met volle besoldiging ontvang. Die werkgever kan die datum vasstel wanneer sodanige verlof geneem moet word, maar indien die werkgever nie aan die werknemer sy verloftydperk op 'n vroeër datum toegestaan het nie, moet sodanige verlof toegestaan en geneem word sodat dit binne drie maande na die beëindiging van vyftig (50) weke diens begin. Behoudens subartikel (3), wanneer 'n werknemer se diens in enige jaar van sy indiensneming voor die voltooiing van die jaar, maar na die voltooiing van vier maande diens beëindig word, moet die werkgever aan die werknemer vir elke voltooië week diens in die onvoltooië jaar een vyf-en-twintigste van 'n week se loon betaal wat die werknemer ontvang het toe sy dien beëindig is. Volgens onderlinge ooreenkoms kan graad II-werknemers betaling ontvang in plaas van jaarlikse verlof.

(d) Indien Goëie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, moet nog 'n dag in die plek van elke sodanige dag by genoemde tydperk gevoeg word as 'n verdere verloftydperk met volle besoldiging ten opsigte van subartikel (a) van hierdie artikel.

(e) Die verloftydperk in subklousule (1) genoem, mag nie saamval met enige tydperk van siekteverlof toegestaan ingevolge klousule 11 nie, of tensy die werknemer aldus versoek en die werkgever skriftelik aldus toestem, met enige tydperk van militêre opleiding nie.

(f) Enige werknemer wat geregtig geword het op 'n verloftydperk voorgeskryf in subklousule (1) en wie se dienskontrak beëindig word voordat sodanige verlof toegestaan is, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, in plaas van sodanige verlof betaal word ooreenkomstig die bepalinge van subklousule (1) (c).

(b) there shall be employed two class D barmen before a learner class D barman may be employed, and for every two class D barmen not more than one learner may be employed.

(3) One qualified male off-sales attendant must be employed before an unqualified male off-sales attendant can be employed and for each qualified male off-sales attendant not more than one unqualified male off-sales attendant may be employed.

(4) One qualified female off-sales attendant must be employed before an unqualified female off-sales attendant can be employed and for each qualified female off-sales attendant not more than one unqualified female off-sales attendant may be employed.

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

9. CERTIFICATE OF SERVICE.

Every employer shall issue a certificate of service free of charge to each employee at the time he leaves such employer's service. The certificate shall show the employee's name in full, address, age, occupation, rate of pay and actual wage paid together with the dates of the employees' entering and leaving the service of the employer. All certificates issued by such employer shall be numbered consecutively and shall show the name of the previous employer, if any, and the number of any certificate issued by that employer to the employee concerned.

A duplicate copy of each certificate issued shall be retained by the employer and a further copy be delivered by the employer to the Secretary of the Council.

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) (a) All employees other than barman, cashier, short-time, cooks and grade II employees, part-time employees or casual employees, shall be given in respect of each 50 weeks' employment with the same employer 14 consecutive days' leave of absence on full pay, provided, that where no sick leave was taken during the year the number of days' leave of absence on full pay shall be increased to 21 consecutive days. The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of 50 weeks' employment. Subject to sub-section (3) when in any year of an employee's service his employment is terminated before the completion of a year but after the completion of four months' employment the employer shall pay to the employee for each completed week of employment in the uncompleted year one twenty-fifth of a week's wage at the wage which the employee was receiving when his employment was terminated; provided, further that where the sick leave taken during the year is less than seven days the number of days' leave of absence on full pay shall be increased by the number of days' sick leave not taken.

(b) Barmen and cooks shall be given in respect of each 49 weeks' employment with the same employer three consecutive weeks' leave of absence on full pay; provided that the leave to be given to a barman who has completed two or more consecutive years' service with the same employer, shall be increased to twenty-four (24) consecutive days.

Subject to sub-section (3) when in any one year of an employee's service his employment is terminated before the completion of the year, but after the completion of four months' employment the employer shall pay to the employee for each completed week of employment in the uncompleted year three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(c) Grade II employees shall be given in respect of each 50 weeks' employment with the same employer two consecutive weeks' leave of absence on full pay. The employer may fix the time when such leave shall be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after the termination of fifty (50) weeks' employment. Subject to sub-section (3), when in any year of an employee's service his employment is terminated before the completion of the year, but after the completion of four months' employment, the employer shall pay to the employee for each completed week of employment in the uncompleted year one twenty-fifth of a week's wage the employee was receiving when his employment was terminated. By mutual arrangement, grade II employees may be paid in lieu of annual leave.

(d) If Good Friday, Ascension Day, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day, be added to the said period as a further period of leave on full pay in respect of sub-section (a) of this section.

(e) The period of leave referred to in sub-clause (1) shall not run concurrently with any period of sick leave granted in terms of clause 11, nor, unless the employee so requests and the employer so agrees, in writing, with any period of military training.

(f) Any employee who has become entitled to a period of leave prescribed in sub-clause (1), and whose contract of employment is terminated before such leave has been granted, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in lieu of such leave in accordance with the terms of sub-clause (1) (c).

(2) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” enige tydperk of tydperke omvat waartydens 'n werknemer—

- (a) met verlof ingevolge subklousule (1) van hierdie artikel afwesig is;
- (b) met siekteverlof ingevolge klousule 11 van hierdie artikel afwesig is;
- (c) op las of op versoek van die werkgever afwesig is;
- (d) militêre opleiding ondergaan vir altesaam hoogstens 10 weke in een jaar ten opsigte van items (a) (b) en (c) plus enige tydperk van militêre opleiding in dié jaar ondergaan, en daar word geag dat diens soos volg begin:—

- (i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms ingevolge enige wet op 'n tydperk van verlof geregtig geword het op die datum waarop sodanige werknemer laas kragtens sodanige wet op sodanige verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die inwerking-tredingsdatum van hierdie Ooreenkoms en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nie daar-kragtens op 'n verloftydperk 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 by die werkgever in diens getree het of die inwerking-tredingsdatum van hierdie Ooreenkoms, na gelang van die jongste.

(3) In die geval van 'n oordrag van lisensie of verkoop, moet die oordraer of verkoper aan elke werknemer met meer as een maand diens een dag se besoldiging betaal vir elke voltooide maand diens sedert die werknemer laas op verlof met volle besoldiging geregtig geword het.

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

(5) 'n Werkgever kan van 'n tydperk van jaarlikse verlof voorskryf in subklousule (1) enige dae geleentheidsverlof aftrek wat gedurende die tydperk van 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het op sy werknemer se skriftelike versoek met volle besoldiging aan laasgenoemde toegestaan is.

(6) (a) 'n Werknemer, uitgesonderd 'n los werknemer, deeltydse werknemer, kroegman, kok, korttyd-kassier en graad II-werknemer is geregtig op en moet verlof met volle besoldiging toegestaan word op Goede Vrydag, Hemelvaartsdag, Geloftedag en Kersdag; met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

(b) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, deeltydse werknemer, kroegman, kok, korttyd-kassier en graad II-werknemer op Goede Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever aan hom besoldiging betaal ten opsigte van die ure gewoonlik deur hom op sodanige dag gewerk teen 'n skaal van minstens dubbel die loon voorgeskryf in artikel 4 (1) vir 'n werknemer van sy klas, gedeel deur die getal gewone werke waarop sodanige loon betrekking het; met dien verstande dat waar 'n werknemer wie se gewone diensvrydag op die openbare vakansiedag val wat aldus omskryf is, hy benewens die bedrag in hierdie paragraaf voorgeskryf een dag se besoldiging moet ontvang omdat hy op sodanige openbare vakansiedag werk of 'n addisionele diensvrydag met volle besoldiging of een volle dag se besoldiging vir sodanige addisionele diensvrydag.

11. SIEKTEVERLOF.

(1) Elke werknemer is geregtig op 14 dae siekteverlof met volle besoldiging gedurende elke 12 maande deurlopende diens by dieselfde werkgever, met dien verstande dat—

- (a) sodanige siekte of ongeluk nie vergoedbaar is kragtens die Ongevallewet, 1941, soos van tyd tot tyd gewysig kan word nie;
- (b) hy nie geregtig word op sodanige siekteverlof totdat hy vier maande deurlopende diens by dieselfde werkgever voltooi het nie;
- (c) hy binne sewe dae op eie koste 'n doktersertifikaat ten opsigte van sy siekte, deur 'n geregistreerde mediese praktisyn uitgereik, indien;
- (d) sy siekte nie deur sy eie wangedrag veroorsaak is nie;
- (e) waar sodanige siekteverlof van 14 dae in enige jaar nie geneem word nie, dit ooploopbaar is tot 'n tydperk van hoogstens vier weke.

(2) Vir die toepassing van hierdie klousule word daar geag dat die uitdrukking „diens” enige tydperk of tydperke omvat waartydens 'n werknemer—

- (a) met verlof ingevolge klousule 10 afwesig is;
- (b) op las of op versoek van sy werkgever afwesig is;
- (c) met siekteverlof ingevolge subklousule (1) afwesig is;
- (d) militêre opleiding ondergaan.

12. UNIFORMS EN WASGOED.

(a) 'n Werkgever moet alle uniforms, voorskote, wit pette, wit pakke klere of swart baadjies of enige ander spesiale klere, uitgesonderd swart broeke, wat hy vereis dat sy werknemer, uitgesonderd los of deeltydse werknemers dra, gratis laat was en stryk.

(b) Enige werkgever wat sy portier, deurwagter of hoteljoggie verplig of toelaat om enige onderskeidende klere te dra, moet sodanige klere gratis verskaf, in stand hou en laat was en stryk en dit bly die eiendom van die werkgever.

(2) 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) of this section;
- (b) on sick leave in terms of clause 11;
- (c) on instructions or at the request of the employer;
- (d) on military training, amounting in the aggregate in any one year to not more than 10 weeks in respect of items (a), (b) and (c) plus any period of military training undergone in that year, and employment shall be deemed to commence:—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to a period of leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of the commencement of this Agreement and to whom any law providing for annual leave applied, but who has not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered the employer's service, or the date of the coming into force of this Agreement, whichever is the later.

(3) In the case of a transfer of licence or sale, the transferor or seller shall pay to each employee with more than one month's employment, one day's pay for each completed month of employment since the employee last became entitled to leave on full pay.

(4) No employee shall work for wages or any other consideration in the liquor and catering trade while on leave of absence on full pay.

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

(6) (a) An employee, other than a casual employee, part-time employee, barman, cook, cashier, short-time, and grade II employee shall be entitled to and be granted leave on full pay on Good Friday, Ascension Day, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day.

(b) Whenever an employee, other than a casual employee, part-time employee, barman, cook, cashier, short-time and grade II employee, works on Good Friday, Ascension Day, Day of the Covenant or Christmas Day, his employer shall pay to him remuneration in respect of the hours ordinarily worked by him on such day at a rate of not less than double the wage prescribed in section 4 (1) for an employee of his class divided by the number of ordinary hours of work to which such wage relates; provided that where an employee, whose normal day off falls upon the public holiday, so defined, he shall in addition to the amount prescribed in this paragraph, receive one day's pay for working on such public holiday, or an additional day off on full pay, or one full day's pay for such additional day off.

11. SICK LEAVE.

(1) Each employee shall be entitled to 14 days' sick leave on full pay during every 12 months' continuous employment with the same employer, provided that—

- (a) such sickness or accident is not compensable under the Workmen's Compensation Act, 1941, as may be amended from time to time;
- (b) he shall not become entitled to such sick leave until he has completed four months' continuous employment with the same employer;
- (c) provided he produces within seven days, at his own expense, a medical certificate in respect of his illness, issued by a registered medical practitioner;
- (d) his illness has not been caused by his own misconduct;
- (e) where such sick leave of 14 days' is not taken in any one year it shall be cumulative up to any period not exceeding four weeks.

(2) 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 clause 10;
- (b) on the instructions or at the request of his employer;
- (c) sick leave in terms of sub-clause (1);
- (d) during any period an employee is undergoing military training.

12. UNIFORMS AND LAUNDRY.

(a) An employer shall provide free of charge all laundering of any uniforms, aprons, white caps, white suits or black jackets or any other special clothing, other than black trousers, which he requires his employees, other than casual or part-time employees, to wear.

(b) Any employer who requires or permits his porter, commissionaire or page to wear any distinctive clothing shall supply, maintain and launder such clothing free of charge and it shall remain the property of the employer.

13. DIENSBEEINDIGING.

(1) 'n Werkgewer of werknemer, uitgesonderd 'n los of deeltydse werknemer wat die dienskontrak wil beëindig, moet diens soos volg opse:—

- (a) Waar die werknemer tot drie maande in die werkgewer se diens gestaan het—24 uur diensopsegging;
- (b) waar die werknemer tot ses maande in die werkgewer se diens gestaan het—48 uur diensopsegging;
- (c) waar die werknemer vier jaar en 364 dae in die werkgewer se diens gestaan het—vier dae diensopsegging;
- (d) waar die werknemer langer as vyf jaar in die werkgewer se diens gestaan het—sewe dae diensopsegging;

om sy voorneme te kenne te gee dat hy die kontrak wil beëindig, met dien verstande dat dit die volgende nie raak nie:—

- (i) Die reg van 'n werkgewer of werknemer om die dienskontrak sonder diensopsegging te beëindig om enige rede wat by wet as voldoende erken word;
- (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir sodanige diensopseggingstydperk van gelyke duur aan albei kante vir langer as dié in hierdie klousule voorgeskryf;

en voorts met dien verstande dat 'n werkgewer of sy werknemer die kontrak sonder diensopsegging kan beëindig deur in plaas van sodanige diensopsegging aan die werknemer minstens die volgende te betaal of aan die werkgewer minstens die volgende te betaal of te verbeur, na gelang van die geval:—

- (i) In die geval van 24 uur diensopsegging, die weekloon gedeel deur sewe;
- (ii) in die geval van 48 uur diensopsegging, die loon soos vasgestel ooreenkomstig (i) vermenigvuldig met twee;
- (iii) in die geval van vier dae diensopsegging, die loon soos vasgestel ooreenkomstig (i), vermenigvuldig met vier;
- (iv) waar daar 'n ooreenkoms ingevolge paragraaf (ii) van die eerste voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van diensopsegging ooreenstem met die tydperk waarvoor ooreengekom is.

(2) Die diensopsegging voorgeskryf in subklousule (1) neem 'n aanvang vanaf die dag waarop dit gegee is, met dien verstande dat die diensopseggingstydperk nie mag saamval met of diens nie opgesê mag word gedurende enige tydperk waartydens 'n werknemer militêre opleiding ondergaan of gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 10 of met siekteverlof toegestaan ingevolge klousule 11 nie.

14. VRYSTELLINGS.

(1) Die Raad kan, behoudens die bepalinge van artikel een-en-veertig (3) van die Wet, vrystelling verleen van enigeen van die bepalinge van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalinge van subartikel (1) van hierdie artikel toegestaan word, die voorwaardes vasstel waarop sodanige vrystelling toegestaan word en die tydperk waarvoor sodanige vrystelling geld, met dien verstande dat die Raad, as hy dit goed vind, na een week skriftelike kennisgewing aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan terugtrek, hetsy die tydperk waarvoor die vrystelling toegestaan is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalinge van subartikel (1) van hierdie artikel toegestaan word, 'n vrystellingsertifikaat uitreik wat onderteken is deur die voorsitter en homself, wat die volgende aantoon:—

- (a) Die volle name van die betrokke persoon;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel ooreenkomstig die bepalinge van subartikel (2) van hierdie artikel waarop sodanige vrystelling toegestaan word; en
 - (d) die tydperk wat sodanige vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word in volgorde nommer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik word, hou;
 - (c) waar vrystelling aan 'n werknemer toegestaan word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur;
 - (d) 'n kopie van elke vrystellingsertifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 940, Durban, stuur.

15. RAADSFONDSE.

Die Fondse van die Raad wat berus by en geadminestreer word deur die Raad, word op die volgende wyse verskaf:—

Drie sent per week moet deur elke werkgewer van die verdienste van elkeen van sy werknemers wat meer as twee rand (R2) in een week, met inbegrip van die koste van etes en/of huisvesting, verdien afgetrek word en by die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag byvoeg en die totale bedrag voor of op die vyftiende dag van elke maand aan die Sekretaris van die Raad, Posbus 1814, Durban, stuur.

16. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

13. TERMINATION OF SERVICE.

(1) An employer or employee, other than a casual or part-time employee, who desires to terminate the contract of employment shall give—

- (a) where the employee has served in the employer's employment up to three months—24 hours' notice;
- (b) where the employee has served in the employer's employment up to six months—48 hours' notice;
- (c) where the employee has served in the employer's employment four years and 364 days—four days' notice;
- (d) where the employee has served in the employer's employment over 5 years—seven days' notice;

of the intention to terminate the contract, provided that this shall not effect—

- (i) the right of an employer or employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for such period of notice of equal duration on both sides for longer than prescribed in this clause;

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

- (i) in the case of 24 hours' notice, the weekly wage divided by seven;
- (ii) in the case of 48 hours' notice, the wage as ascertained under (i) multiplied by two;
- (iii) in the case of four days' notice, the wage as ascertained under (i) multiplied by four;
- (iv) where there is an agreement in terms of paragraph (ii) of the first proviso to sub-clause (i), the payment or forfeiting in lieu of notice shall correspond with the period agreed upon.

(2) The notice prescribed in sub-clause (1) shall commence to run from the day on which it was given, provided that the period of notice shall not run concurrently with, nor shall notice be given during any period an employee is undergoing military training or during an employee's absence on leave granted in terms of clause 10, or on sick leave granted in terms of clause 11.

14. EXEMPTIONS.

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

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

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

- (a) 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-section (2) of this section to which such exemption is granted; and
- (d) the period during which such exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued;
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
- (d) forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, P.O. Box 940, Durban.

15. COUNCIL FUNDS.

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

Three cents per week shall be deducted by each employer from the earnings of each of his employees receiving over two rand (R2) during any one week, including the value of board and/or lodging, and to the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 1814, Durban.

16. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

17. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers, menings uitreik wat nie strydig is met die bepalings daarvan nie.

(2) Enige geskille wat mag ontstaan betreffende die vertolking van enigeen van die bepalings van hierdie Ooreenkoms, moet na die Raad verwys word.

18. BESTAANDE KONTRAKTE.

Enige dienskontrak wat geld by die inwerkingtreddingsdatum van hierdie Ooreenkoms is onderworpe aan die bepalings van hierdie Ooreenkoms.

19. ALGEMEEN.

Niks in hierdie Ooreenkoms word geag die indiensneming van enige persoon te magtig wie se indiensneming by enige wet verbied word of die indiensneming van enige persoon te magtig wat te eniger tyd of tye by enige wet verbied word nie.

20. VERTONING VAN OOREENKOMS.

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

21. INDIENSNEMING VAN VAKVERENIGINGARBEID.

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

(2) Bewys van lidmaatskap van die vakvereniging is die indiensneming van 'n lidmaatskapkaart uitgereik deur en op gesag van die vakvereniging.

(3) Hierdie klousule is nie van toepassing op werknemers in 'n bestuurshoedanigheid en werknemers in diens as vroulike klerklike werknemers, huishoudsters en buitewerkoopbedieners nie; en voorts met dien verstande dat hierdie klousule nie van toepassing is nie op die werknemers in diens as manlike klerklike werknemers, koks, hoofkokers, faktotums, skakelbordbedieners en portiers wie se verdienste altesaam meer as R100 per maand met inbegrip van lewenskostoelae is.

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

(5) Voorts met dien verstande dat die bepalings van subartikel (1) hiervan nie van toepassing is nie ten opsigte van enige werker wat beswaar maak daarteen om 'n lid van die vakvereniging te wees omdat sy lede uit gemengde rasse bestaan.

22. VAKVERENIGINGLEDEGELD.

Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens die ledegeld betaalbaar deur sodanige werknemer aan die vakvereniging, aftrek, en die totale bedrag tesame met 'n lys van werknemers en die bedrag aldus afgetrek, naamlik dié lys wat elke maand deur die vakvereniging aan die werkgewer verskaf sal word, voor of op die sewende dag van elke maand aan die Sekretaris van die vakvereniging, Posbus 290, Durban, of na Colonization Chambers 32/33, Weststraat 355, Durban, stuur. Hierdie ledegeld moet van die eerste betaling van loon in elke maand afgetrek word.

23. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navrae te doen en dié boeke en/of dokumente na te gaan en dié persone te ondervra wat vir hierdie doel noodsaaklik mag wees.

24. LEWENSKOSTETOELAE.

Aan werknemers moet lewenskostoelae betaal word wat minstens dié moet wees soos voorgeskryf in Oorlogsmaatregel No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig kan word; met dien verstande dat graad II-werknemers, kombuis-hulpe, jeugdiges en nagwagte 50 sent per maand meer as die voorgeskrewe loon in sowel Gebiede A as B betaal word.

25. ULTRA VIRE.

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

Namens die partye op hede die 22ste dag van September 1960 te Durban onderteken.

C. H. CHAMPAIN,
Voorsitter van die Raad.

LOUIS NELSON,
Ondervoorsitter van die Raad.

F. E. OSBORN,
Sekretaris van die Raad.

17. INTERPRETATION OF AGREEMENT.

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

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

18. EXISTING CONTRACTS.

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

19. GENERAL.

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

20. EXHIBITION OF AGREEMENT.

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

21. EMPLOYMENT OF TRADE UNION LABOUR.

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

(2) Proof of membership of the trade union shall be the production of a membership card issued by and on the authority of the trade union.

(3) This clause shall not apply to employees engaged in a managerial capacity and employees engaged as female clerical employees, housekeepers and off-sales attendants; and provided further that this clause shall not apply to those employees engaged as male clerical employees, cooks, head waiters, handymen, switchboard operators and porters whose earnings are in the aggregate more than R100 per month inclusive of cost of living allowance.

(4) 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 Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provision of this section shall come into operation.

(5) Provided further that the provisions of sub-section (1) hereof shall not apply in respect of any worker who objects to being a member of the trade union because of its mixed membership.

22. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from each member of the trade union in his employ the membership subscriptions payable by such employee to the trade union, and shall forward the total amount together with a list of employees and the amount deducted, which list will be supplied to the employer each month by trade union, to the Secretary of the Trade Union, P.O. Box 290, Durban, or 32/33 Colonization Chambers, 355 West Street Durban, not later than the seventh day of each month. Such subscriptions to be deducted from the first payment of wage in each month.

23. AGENTS.

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

24. COST OF LIVING ALLOWANCE.

Employees shall be paid cost of living allowance which shall be not less than those prescribed in War Measure No. 43 of 1942 as amended, or as may be amended from time to time; provided that grade II employees, kitchenhands, juveniles and night watchman shall be paid 50 cents per month above the prescribed rate in both A and B areas.

25. ULTRA VIRE.

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

Signed at Durban on behalf of the parties on this the 22nd day of September, 1960.

C. H. CHAMPAIN,
Chairman of the Council.

LOUIS NELSON,
Vice-Chairman of the Council.

F. E. OSBORN,
Secretary of the Council.