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**GOEWERMENSKENNISGEWINGS.****DEPARTEMENT VAN ARBEID.**

No. 1505.] [27 September 1963.  
**WET OP NYWERHEIDSVERSOENING, 1956.**

**DRANK- EN VERVERSINGSBEDRYF, PRETORIA.**

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 eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde eerste dag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (c), 19, 21 en 22, vanaf die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde eerste dag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrostdistrik Pretoria; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (c), 17, 19, 21 en 22, vanaf die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde eerste dag eindig, in die landdrostdistrik Pretoria, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,  
 Adjunk-minister van Arbeid.

**GOVERNMENT NOTICES.****DEPARTMENT OF LABOUR.**

No. 1505.] [27 September 1963.  
**INDUSTRIAL CONCILIATION ACT, 1956.**

**LIQUOR AND CATERING TRADE, PRETORIA.**

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that 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 first day of the calendar month following the date of publication of this notice and for the period ending four years from the said first day, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (c), 19, 21 and 22, shall be binding from the first day of the calendar month following the date of publication of this notice and for the period ending four years from the said first day, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial District of Pretoria; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of Pretoria, and from the first day of the calendar month following the date of publication of this notice and for the period ending four years from the said first day, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (c), 17, 19, 21 and 22, 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 VERVERSINGSBEDRYF (PRETORIA).

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan tussen die

Hotel Association of Pretoria

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

Suid-Afrikaanse Drank en Verversings Bedryf Vakbond (hieronder die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf (Pretoria).

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalinge van hierdie Ooreenkoms moet in die landdrosdistrik Pretoria nagekom word deur al die werkgewers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie is en deur al die werknemers in genoemde bedryf wat lede van die vakvereniging is.

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

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

## 3. WOORDOMSKRYWING.

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

- "Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "kroegman" 'n werknemer, uitgesonderd 'n wynhofmeester, wat drank oor die toonbank of uit die kroeg van 'n inrigting verkoop en omvat dit 'n kroegmeisie;
- "klas A-kroegman" 'n kroegman met minstens drie jaar diens as 'n kroegman;
- "klas B-kroegman" 'n kroegman met twee of meer jaar diens maar met minder as drie jaar diens as 'n kroegman;
- "klas C-kroegman" 'n kroegman met minder as twee jaar diens as 'n kroegman;
- "etes" maaltye wat binne die werkure van 'n werknemer val;
- "etes en huisvesting" die verskaffing van drie maaltye per dag, en huisvesting, aan persone wat in enige hoedanigheid in 'n inrigting in diens is. Waar sodanige etes of huisvesting of etes en huisvesting deel uitmaak van die totale besoldiging wat aan 'n werknemer betaal word, omvat dit nie die verskaffing van etes of huisvesting of etes en huisvesting aan die afhanklikes van 'n werknemer nie, tensy 'n skriftelike ooreenkoms aangegaan word tussen die werkgewer en die werknemer dat sodanige etes of huisvesting of etes en huisvesting vir afhanklikes deel uitmaak van die totale besoldiging van die betrokke werknemer;
- "los werknemer" 'n werknemer wat hoogstens drie dae in 'n week deur dieselfde werkgewer in diens geneem word of wat tydelik in diens is in die Drank- en Verversingsbedryf in of in verband met 'n besigheid wat gedryf word onder 'n tydelike of 'n sportgrondedranklisensie;
- "kok" 'n werknemer wat enige werk in verband met die kook van kos verrig, en omvat dit ook 'n sjef;
- "kok, gekwalifiseer," 'n werknemer met vyf of meer as vyf jaar ondervinding as kok;
- "kok, ongekwalifiseer," 'n werknemer met minder as vyf jaar ondervinding as kok;
- "kok, assistent (graad I)," 'n kok as sodanig deur sy werkgewer kragtens klousule 4 (2) (a) aangewys;
- "kok, assistent (graad II)," 'n kok as sodanig deur sy werkgewer kragtens klousule 4 (2) (a) aangewys;
- "Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf (Pretoria) geregistreer ingevolge artikel negentien van die Wet;
- "klerklike werknemer" 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig en omvat dit 'n ontvangklerk, versendingsklerk en 'n kassier;
- "klerklike werknemer, gekwalifiseer," 'n klerklike werknemer met minstens een jaar ondervinding;
- "klerklike werknemer, ongekwalifiseer," 'n klerklike werknemer met minder as een jaar ondervinding;
- "inrigting" 'n perseel in of in verband waarmee een of meer werknemers in die Drank- en Verversingsbedryf in diens is;

## SCHEDULE.

## INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE (PRETORIA).

## AGREEMENT

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

Hotel Association of Pretoria

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

Suid-Afrikaanse Drank en Verversings Bedryf Vakbond

(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 (Pretoria).

## 1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial District of Pretoria by all the employers in the Liquor and Catering Trade who are members of the employers' organisation and by all the employees in the said trade who are members of the trade union.

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

## 2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for four years or for such period as may be determined by him.

## 3. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1956, as amended
- "barman" means an employee, other than a wine steward engaged in the sale of liquor over the counter or from the bar of an establishment and includes a barmaid;
- "barman, class A" means a barman who has had not less than three years' service as a barman;
- "barman, class B" means a barman who has had two years' service or more but less than three years' service as a barman;
- "barman, class C" means a barman who has had less than two years' service as a barman;
- "board" means meals which fall within the working hours of an employee;
- "board and lodging" means the supply of three meals per day and of accommodation, to persons who are employed in any capacity in an establishment. Where such board or lodging or board and lodging forms part of the total remuneration paid to an employee, this shall not include the supply of the board or lodging or board and lodging to an employee's dependants, unless a written agreement is entered into between the employer and the employee that such board or lodging or board and lodging for dependants shall form part of such total remuneration to the employee concerned;
- "casual employee" means an employee who is employed by the same employer on not more than three days in any week or who is temporarily employed in the liquor and catering trade in or in connection with a business carried on under a temporary or a sports ground liquor licence;
- "cook" means an employee engaged in any operation in the cooking of food and includes a chef;
- "cook, qualified", means an employee who has had five, or more years' experience as a cook;
- "cook, unqualified", means an employee who has had less than five years' experience as a cook;
- "cook, assistant (Grade I)", means a cook nominated as such by his employer in terms of clause 4 (2) (a);
- "cook, assistant (Grade II)", means a cook nominated as such by his employer in terms of clause 4 (2) (a);
- "Council" means the Industrial Council for the Liquor and Catering Trade (Pretoria) registered in terms of section nineteen of the Act;
- "clerical employee" means an employee engaged in writing typing or any other form of clerical work and includes a reception clerk, despatch clerk and a cashier;
- "clerical employee, qualified", means a clerical employee who has had not less than one year's experience;
- "clerical employee, unqualified", means a clerical employee who has had less than one year's experience;
- "establishment", means any premises in or in connection with which one or more employees are employed in the Liquor and Catering Trade;

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

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

"uurloon" die weekloon in die geval van—

- 'n kroegman, gedeel deur vyf-en-veertig (55);
- 'n klerklike werknemer, gedeel deur ses-en-veertig (56);
- 'n ongeskoolde werknemer, gedeel deur sestig (60);
- ander werknemers, gedeel deur sewe-en-veertig (57);

"Wet" omvat die gemeenereg;

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

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

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

Handlanger, biljartmarkeur, motorvoertuigbestuurder;

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

"deeltydse werknemer" 'n werknemer (uitgesonderd 'n los werknemer of 'n kroegman) wat hoogstens altesaam 4 uur op 'n dag in diens is;

"deeltydse kroegman" 'n kroegman wat hoogstens 6 uur altesaam op 'n dag in diens is;

"portier" 'n manlike werknemer wat treine en ander vervoermiddels inwag, gaste en hulle bagasie na en van 'n inrigting vervoer, boodskappe ontvang, aflewer en aandelag daaraan skenk, klokke en telefone beantwoord, die wense van gaste uitvoer, en kan hy 'n telefoonskakelbord en 'n passasiershyser bedien en die inrigting en/of gaste se voertuie bestuur;

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

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

"werkdag" die tydperk op 'n dag vanaf die tyd wanneer 'n werknemer begin werk tot die tyd wanneer hy ophou om daardie dag te werk; vir die toepassing van dié woordomskrywing beteken "dag" enige tydperk van 24 uur;

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

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

"hofmeester, assistent (graad I)," 'n hofmeester as sodanig deur sy werkgewer kragtens klousule 4 (2) (a) aangewys;

"hofmeester, assistent (graad II)," 'n hofmeester as sodanig deur sy werkgewer kragtens klousule 4 (2) (a) aangewys;

"tarief A-inrigting" 'n inrigting waar 'n allesomvattende tarief van minstens drie rand vyf-en-twintig sent per dag normaalweg van toevallige gaste gevra word;

"tarief B-inrigting" 'n inrigting waar 'n allesomvattende tarief van meer as twee rand vyf-en-veertig sent maar minder as drie rand vyf-en-twintig sent normaalweg van toevallige gaste gevra word.

Vir die toepassing van die Ooreenkoms word 'n inrigting ten opsigte waarvan die enigste dranklisensie wat gehou word, 'n wyn en bierlisensie is, as 'n tarief B-inrigting geag;

"tarief C-inrigting" 'n inrigting waarin 'n allesomvattende tarief van twee rand vyf-en-veertig sent of minder per dag normaalweg van toevallige gaste gevra word;

"ongeskoolde werknemer, man," 'n werknemer in diens in een of meer van die volgende werksaamhede:—

- (a) Voedsel of gerei of ander goed dra;
- (b) persele, meubels, voertuie, gerei of skoel skoonmaak;
- (c) vure maak of aan die gang hou en/of vuilgoed verwyder en beddens opmaak;
- (d) pluimvee pluk, vis skoonmaak, vrugte of groente skil en/of stukkend sny, diers kook, roosterbrood maak, tee, koffie, kakao en dergelike drankke maak, rantsoene vir Bantoes kook;

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

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

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

- a barman, divided by fifty-five (55);
- a clerical employee, divided by fifty-six (56);
- an unskilled employee, divided by sixty (60);
- other employees divided by fifty-seven (57);

"Law" includes the Common Law;

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

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

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

Handyman, billiard marker, motor vehicle driver;

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

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

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

"porter", means a male employee engaged in meeting trains and other conveyances conveying guests and their luggage to and from an establishment, receiving, delivering and attending to messages, answering bells and telephones, attending to the requirements of guests, and may operate a telephone switchboard and drive a passenger lift and drive the establishments, and or guests vehicles;

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

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

"spread-over" means the period in any one day from the time when an employee begins work to the time when he finishes work for that day: for the purposes of this definition "day" means any period of twenty-four hours;

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

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

"steward, assistant (Grade I)", means a steward nominated as such by his employer in terms of clause 4 (2) (a);

"steward, assistant (Grade II)", means a steward nominated as such by his employer in terms of clause 4 (2) (a);

"tariff A establishment" means an establishment where an inclusive tariff of not less than three rand twenty five cents per day is normally charged to casual guests;

"tariff B establishment" means an establishment where an inclusive tariff of more than two rand fifty-five cents but less than three rand twenty-five cents per day is normally charged to casual guests.

For the purpose of this Agreement an establishment in respect of which the only liquor licence held is a wine and malt liquor licence, shall be deemed to be a tariff B establishment;

"tariff C establishment" means an establishment where an inclusive tariff of two rand fifty-five cents or less, per day, is normally charged to casual guests;

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

- (a) Carrying foodstuffs or utensils, or other items;
- (b) cleaning premises, furniture, vehicles, utensils or footwear;
- (c) making or maintaining fires and or removing refuse and making beds;
- (d) plucking poultry, cleaning fish, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, making tea, coffee, cocoa and similar beverages, cooking rations for Bantu;

- (e) diere en/of pluimvee versorg;
  - (f) enige handvoertuig stoot of trek, enige goedere- of dienshyers bediende;
  - (g) tuinwerk, tennisbane rol en merk, rolbalbane en swempoele versorg;
  - (h) bagasie of pakkette dra of bewaak;
  - (i) bottels of ander artikels verpak en sorteer, bottels en kaste uit die kroeg verwyder, glase was, vloere, toonbanke, rakke, meubels of ander uitrusting vee en/of skoonmaak, drank aan klante aflewer vir verbruik weg van die perseel af en wat wyn kan bottel;
  - (j) kleedkamer bediende;
- "ongeskoolde werknemer, vrou," 'n werknemer in diens in een of meer van ondergenoemde werksaamhede:—
- (a) Voedsel of gerei of ander goed dra;
  - (b) persele, meubels, voertuie, gerei of skoeisel skoonmaak;
  - (c) vure maak of aan die gang hou en/of vuilgoed verwyder en beddens opmaak;
  - (d) pluimvee pluk, vis skoonmaak, vrugte of groente skil en/of stukkend sny, eiers kook, roosterbrood maak, tee, koffie, kakao en dergelike drankke maak, rantsoene vir Bantoes kook;
  - (e) gaste se slaapkamers, woonkamers, of ander dele van 'n inrigting afstof of aan die kant maak, beddens opmaak en help met die ontvang en/of heelmaak van huis-houdelike linnegoed, linnegoed en wasgoed hanteer en wasserywerk doen;
  - (f) kleedkamerbediende;

"loon" die loon vasgestel in klousule 4 van die Ooreenkoms voor aftrekkings wat toegelaat word kragtens klousule 5 van die Ooreenkoms, betaalbaar in geld aan 'n werknemer ten opsigte van die gewone werkure soos klousule 9 bepaal;

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

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

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

"kelner, assistent (graad I)" 'n kelner as sodanig deur sy werk-gewer kragtens klousule 4 (2) (a) aangewys;

"kelner, assistent (graad II)" 'n kelner as sodanig deur sy werk-gewer kragtens klousule 4 (2) (a) aangewys.

#### 4. LONE.

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

(2) (a) Elke werk-gewer moet aan alle kroegmanne, kelnere, koks, hofmeesters, joggies en portiers die lone betaal wat hieronder voorgeskryf word vir kroegmanne, kelnere, koks, hofmeesters, joggies en portiers, met dien verstande dat 'n werk-gewer aan die Sekretaris van die Raad 'n staat kan voorleë waarin hy die werknemers aanwys wat binne sulke klasse val, wat hy verlang om geag te word, vir die toepassing van klousule 7, onderskeidelik as kroegmanne klasse A, B en C, kelnere, hofmeesters, koks en assistent-kelnere, hofmeester, koks (grade I-II), joggies en portiers.

(b) Elke werknemer is geregtig op maaltye wat binne sy werk-ure val, benewens die loon wat vir sodanige werknemer voorgeskryf word. 'n Deeltydse of 'n los werknemer, uitgesonderd 'n ongeskoolde los werknemer, is geregtig op maaltye wat binne sy werkure val; as sulke maaltye nie verskaf word nie, moet aan dié werknemer in plaas daarvan 'n toelae van twintig sent (20c) per maaltyd betaal word. 'n Ongeskoolde los werknemer moet tien sent (10c) per maaltyd ontvang as sulke maaltye nie verskaf word nie.

(3) Elke werknemer wat in diens is in 'n inrigting wat slegs 'n wyn- en bier-lisensie besit, maar wat nie 'n restaurant-besigheid dryf nie, moet benewens sy gewone besoldiging 'n bedrag van twee rand dertig sent (R2.30) per week ontvang, wat as 'n rantsoentoelae geag moet word vir maaltye wat die werk-gewer nie verskaf nie.

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

(5) 'n Werk-gewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om altesaam langer as een uur op 'n dag, hetsy benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas verrig waarvoor of—

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

- (e) tending animals and/or poultry;
  - (f) pushing or pulling any manually propelled vehicle driving any goods or service lifts;
  - (g) gardening work, rolling and marking tennis court tending bowling green and swimming pool;
  - (h) carrying or guarding luggage or parcels;
  - (i) packing and sorting bottles or other articles, removing bottles and boxes from the bar, washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment, delivering liquor to customers for consumption off the premises and when may bottle wines;
  - (j) cloakroom attendant;
- "unskilled employee, female", means an employee engaged in one or more of the following occupations:—
- (a) Carrying foodstuffs or utensils or other items;
  - (b) cleaning premises, furniture, vehicles, utensils or footwear;
  - (c) making or maintaining fires and/or removing refuse and making beds;
  - (d) plucking poultry, cleaning fish, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea, coffee, cocoa and similar beverages, cooking rations for Bantu;
  - (e) dusting or tidying guests bedrooms, living rooms, or other parts of an establishment, making beds and assisting in the receipt and/or mending of household linen, handling linen and laundry and performing laundry work;
  - (f) cloak-room attendant;

"wage" means the wage laid down in clause 4 of the Agreement before any deductions permitted in clause 5 of this Agreement are made, payable in money to an employee, in respect of the ordinary hours of work as laid down in clause 9;

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

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

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

"waiter-assistant (Grade I)", means a waiter nominated as such by his employer in terms of clause 4 (2) (a);

"waiter-assistant (Grade II)", means a waiter nominated as such by his employer in terms of clause 4 (2) (a).

#### 4. WAGES.

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

(2) (a) Every employer shall pay to all barmen, waiters, cooks, stewards, pages and porters, the wages prescribed hereunder for barmen, waiters, cooks, stewards, pages and porters; provided that an employer may submit to the Secretary of the Council a statement in which he nominates the employees falling within such classes whom he desires to be regarded, for the purpose of clause 7 as barmen classes A, B and C, waiters, stewards, cooks and assistant waiters, stewards, cooks (Grades I-II), pages and porters respectively.

(b) Each employee shall be entitled to receive meals which fall within his working hours, in addition to the wages prescribed for such employee. A part-time or a casual employee, other than an unskilled casual employee, shall be entitled to receive meals which fall within his working hours; where such meals are not provided, an allowance of twenty cents (20c) per meal shall be paid in lieu thereof. An unskilled casual employee shall receive ten cents (10c) per meal where such meals are not provided.

(3) Each employee, who is employed in an establishment in which only a wine and malt licence is held but where a restaurant business is carried on, shall receive, in addition to his ordinary remuneration, a sum of two rand and thirty cents (R2.30) per week, which shall represent a ration allowance for meals not provided by the employer.

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

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

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

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

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

Let dien verstande—

- (i) dat hierdie subklousule nie van toepassing is nie op 'n kok, kroegman of kelner wat onderskeidelik die werk van 'n hoofkok, hoofkroegman of hoofkelner verrig tydens laasgenoemdes se afwesigheid van diens wat ingevolge klousule 9 toegestaan is;
- (ii) dat, tensy dit uitdruklik bepaal word in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Ooreenkoms so uitgelê mag word nie dat dit 'n werkgewer belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is.

(6) Niks in die Ooreenkoms kan die loon wat aan 'n werknemer betaal word op die datum waarop die Ooreenkoms van krag word, verlaag nie.

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

| Klas werknemer.                                  | Loon per week. | Loon per maand. |
|--------------------------------------------------|----------------|-----------------|
|                                                  | R c            | R c             |
| Kok—gekwalifiseer.....                           | 13.80          | 59.65           |
| Kok—Assistent, Graad I.....                      | 12.05          | 52.20           |
| Kok—Assistent, Graad II.....                     | 8.80           | 38.15           |
| Kok—ongekwalifiseer—                             |                |                 |
| Eerste jaar ondervinding.....                    | 4.85           | 20.95           |
| Tweede jaar ondervinding.....                    | 6.00           | 25.85           |
| Derde jaar ondervinding.....                     | 6.90           | 29.80           |
| Vierde jaar ondervinding.....                    | 7.75           | 33.45           |
| Vyfde jaar ondervinding.....                     | 8.90           | 38.65           |
| en daarna die loon vir 'n gekwalifiseerde kok    |                |                 |
| Kroegmeester.....                                | 7.75           | 33.50           |
| Kroegmeester (Assistent, Graad I).....           | 5.55           | 23.95           |
| Kroegmeester (Assistent, Graad II).....          | 4.35           | 18.75           |
| Kroegman—                                        |                |                 |
| Klas A.....                                      | 23.90          | 103.45          |
| Klas B.....                                      | 18.75          | 81.20           |
| Klas C.....                                      | 13.65          | 59.20           |
| kerklike werknemers—                             |                |                 |
| Gekwalifiseer.....                               | 9.90           | 42.90           |
| Ongekwalifiseer.....                             | 6.85           | 29.55           |
| huishoudster.....                                | 6.85           | 29.55           |
| Ongeskoolde werknemer.....                       | 3.70           | 16.00           |
| Kelner (gekwalifiseer).....                      | 7.75           | 33.50           |
| Kelner, Assistent, Graad I.....                  | 6.85           | 29.65           |
| Kelner, Assistent, Graad II.....                 | 5.33           | 23.20           |
| Kelner, ongekwalifiseer—                         |                |                 |
| Eerste jaar ondervinding.....                    | 4.85           | 20.95           |
| Tweede jaar ondervinding.....                    | 5.65           | 24.50           |
| Derde jaar ondervinding.....                     | 6.35           | 27.40           |
| en daarna die loon van 'n gekwalifiseerde kelner |                |                 |
| oggie.....                                       | 4.35           | 18.75           |
| ortier.....                                      | 4.35           | 18.75           |

Indien 'n ongeskoolde werknemer, uitgesonderd 'n ongeskoolde werknemer, nie verplig word om huisvesting van sy werkgewer aan te neem nie moet 'n bykomende bedrag van R1.50 aan sodanige ongeskoolde werknemer in plaas van huisvesting betaal word.

(b) Deeltydse werknemers:—

| Klas werknemer.                         | Loon per dag of deel van 'n dag. |
|-----------------------------------------|----------------------------------|
|                                         | R c                              |
| Kok (gekwalifiseer).....                | 2.35                             |
| Kok (Assistent, Graad I).....           | 2.03                             |
| Kok (Assistent, Graad II).....          | 1.53                             |
| Kroegmeester.....                       | 1.50                             |
| Kroegmeester (Assistent, Graad I).....  | 1.00                             |
| Kroegmeester (Assistent, Graad II)..... | 0.60                             |
| Graad A-werknemer, man.....             | 1.50                             |
| Kroegman—                               |                                  |
| Klas A.....                             | 2.50                             |
| Klas B.....                             | 2.00                             |
| Klas C.....                             | 1.50                             |
| Kelner (gekwalifiseer).....             | 1.60                             |
| Kelner (Assistent, Graad I).....        | 1.30                             |
| Kelner (Assistent, Graad II).....       | 1.00                             |
| Huishoudster.....                       | 1.60                             |
| Ongeskoolde werknemer.....              | 0.45                             |

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

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

Provided—

- (i) that this sub-clause shall not apply to a cook, barman or waiter who performs the work of a head cook, head barman or head waiter, respectively, during the latter's absence on time-off granted in terms of clause 9;
- (ii) that, unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to prevent an employer from requiring an employee to perform the work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

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

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

| Class of Employee.                             | Wages per Week. | Wages per Month. |
|------------------------------------------------|-----------------|------------------|
|                                                | R c             | R c              |
| Cook—Qualified.....                            | 13.80           | 59.65            |
| Cook—Assistant, Grade I.....                   | 12.05           | 52.20            |
| Cook—Assistant, Grade II.....                  | 8.80            | 38.15            |
| Cook—Unqualified—                              |                 |                  |
| First Year of Experience.....                  | 4.85            | 20.95            |
| Second Year of Experience.....                 | 6.00            | 25.85            |
| Third Year of Experience.....                  | 6.90            | 29.80            |
| Fourth Year of Experience.....                 | 7.75            | 33.45            |
| Fifth Year of Experience.....                  | 8.90            | 38.65            |
| and thereafter the wages for a Qualified Cook  |                 |                  |
| Steward.....                                   | 7.75            | 33.50            |
| Steward (Assistant, Grade I).....              | 5.55            | 23.95            |
| Steward (Assistant, Grade II).....             | 4.35            | 18.75            |
| Barman—                                        |                 |                  |
| Class A.....                                   | 23.90           | 103.45           |
| Class B.....                                   | 18.75           | 81.20            |
| Class C.....                                   | 13.65           | 59.20            |
| Clerical Employee—                             |                 |                  |
| Qualified.....                                 | 9.90            | 42.90            |
| Unqualified.....                               | 6.85            | 29.55            |
| Male employee, Grade A.....                    | 6.85            | 29.55            |
| Housekeeper.....                               | 9.15            | 39.55            |
| Unskilled employee.....                        | 3.70            | 16.00            |
| Waiter (Qualified).....                        | 7.75            | 33.50            |
| Waiter Assistant, Grade I.....                 | 6.85            | 29.65            |
| Waiter Assistant, Grade II.....                | 5.35            | 23.20            |
| Waiter unqualified—                            |                 |                  |
| First Year of Experience.....                  | 4.85            | 20.95            |
| Second Year of Experience.....                 | 5.65            | 24.50            |
| Third Year of Experience.....                  | 6.35            | 27.40            |
| and thereafter the wages of a Qualified Waiter |                 |                  |
| Page.....                                      | 4.35            | 18.75            |
| Porter.....                                    | 4.35            | 18.75            |

Where an unskilled employee other than a casual unskilled employee is not required to accept from his employer lodging an additional amount of R1.50 shall be paid to such unskilled employee in lieu of lodging.

(b) Part-time employees:—

| Class of Employee.                 | Wages per Day or Part of a Day. |
|------------------------------------|---------------------------------|
|                                    | R c                             |
| Cook (Qualified).....              | 2.35                            |
| Cook (Assistant, Grade I).....     | 2.03                            |
| Cook (Assistant, Grade II).....    | 1.53                            |
| Steward.....                       | 1.50                            |
| Steward (Assistant, Grade I).....  | 1.00                            |
| Steward (Assistant, Grade II)..... | 0.60                            |
| Grade "A" Male Employee.....       | 1.50                            |
| Barman—                            |                                 |
| Class A.....                       | 2.50                            |
| Class B.....                       | 2.00                            |
| Class C.....                       | 1.50                            |
| Waiter (Qualified).....            | 1.60                            |
| Waiter (Assistant, Grade I).....   | 1.30                            |
| Waiter (Assistant, Grade II).....  | 1.00                            |
| Housekeeper.....                   | 1.60                            |
| Unskilled employee.....            | 0.45                            |

(c) Los werknemers (met inbegrip van dié in diens by opvoerings of funksies waarvoor 'n teater- of sportgrondelissensie of tydelike drank-lissensie uitgereik is):—

| Klas werknemers.               | Loon per<br>dag of<br>deel van<br>'n dag.<br>R c |
|--------------------------------|--------------------------------------------------|
| Kok (gekwalifiseer).....       | 2.35                                             |
| Kok (Assistent, Graad I).....  | 2.03                                             |
| Kok (Assistent, Graad II)..... | 1.53                                             |

|                                       | Per uur of<br>deel van<br>'n uur.<br>R c |
|---------------------------------------|------------------------------------------|
| Hofmeester.....                       | 0.20*                                    |
| Hofmeester (Assistent, Graad I).....  | 0.20*                                    |
| Hofmeester (Assistent, Graad II)..... | 0.20*                                    |
| Graad A-werknemer, man.....           | 0.20*                                    |
| Kelner (gekwalifiseer).....           | 0.20*                                    |
| Kelner (Assistent, Graad I).....      | 0.20*                                    |
| Kelner (Assistent, Graad II).....     | 0.20*                                    |

\*Met 'n minimum van tagtig sent (80c) per dag.

Ongeskoolde werknemer—10c per uur.

Kroegman—

|             |                                                    |
|-------------|----------------------------------------------------|
| Klas A..... | { R1.50 per dag van vier<br>uur se werk of minder. |
| Klas B..... |                                                    |
| Klas C..... |                                                    |
|             | { R2.10 per dag van<br>meer as vier uur.           |

(8) Die lonë in subklousule (7) (a) voorgeskryf, moet geag word die lewenskoste in te sluit wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaal moet word. Indien die lewenskostetoelae wat kragtens genoemde Oorlogsmaatreël of enige plaasvervangende wet betaal moet word, verhoog word in die mate waarin 'n werknemer op 'n hoër loon geregtig sou word as dié wat in hierdie klousule voorgeskryf word, moet sy loon met minstens dié groter bedrag vermeerder word.

#### 5. BETALING VAN LONE.

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

(2) 'n Werkgever mag geen onderriggeld vir die opleiding van 'n werknemer vra of aanneem nie.

(3) 'n Werkgever mag 'n werknemer geen boetes hoegenaamd opleë nie.

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

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

- Behalwe soos anders in die Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is behalwe op las of op versoek van sy werkgever, 'n aftrekking in verhouding tot die tydperk van afwesigheid en bereken op grondslag van die loon wat dié werknemer ontvang het ten opsigte van sy gewone werkure ten tye daarvan;
- met die skriftelike toestemming van die werknemer, aftrekkings vir verlof-, siekte-, versekerings- of pensioenfondse;
- met die skriftelike toestemming van die werknemer, bydraes tot die fondse van die vakvereniging ingevolge klousule 21 van die Ooreenkoms;
- heffings kragtens klousule 15 van die Ooreenkoms;
- enige bedrag wat 'n werkgever by wet, met inbegrip van die gemeenreg of 'n bevel van 'n bevoegde hof, verplig of toegelaat word om af te trek.

#### 6. UNIFORMS.

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

#### 7. GETALSVERHOUDING VAN WERKNEMERS.

(1) In alle inrigtings moet daar een klas A-kroegman in diens wees voordat 'n klas B-kroegman in diens geneem kan word. Voordat 'n klas C-kroegman in diens geneem kan word, moet daar eers 'n klas B-kroegman in diens wees, met dien verstande dat vrystelling ooreenkomstig klousule 14 van hierdie Ooreenkoms na goeddunke van die Raad verleen kan word vir die vervanging van 'n klas B- of klas C-kroegman deur 'n deeltydse kroegman.

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

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

| Class of Employee.              | Wages per<br>Day or<br>Part of<br>a Day.<br>R c |
|---------------------------------|-------------------------------------------------|
| Cook (Qualified).....           | 2.35                                            |
| Cook (Assistant, Grade I).....  | 2.03                                            |
| Cook (Assistant, Grade II)..... | 1.53                                            |

|                                    | Per Hour<br>or Part of<br>an Hour<br>R c |
|------------------------------------|------------------------------------------|
| Steward.....                       | 0.20*                                    |
| Steward (Assistant, Grade I).....  | 0.20*                                    |
| Steward (Assistant, Grade II)..... | 0.20*                                    |
| Grade "A" Male Employee.....       | 0.20*                                    |
| Waiter (Qualified).....            | 0.20*                                    |
| Waiter (Assistant, Grade I).....   | 0.20*                                    |
| Waiter (Assistant, Grade II).....  | 0.20*                                    |

\*With a minimum of eighty cents (80c) per day.

Unskilled Employee—10c per hour.

Barman—

|              |                                                 |
|--------------|-------------------------------------------------|
| Class A..... | { R1.50 per day of four<br>hours' work or less. |
| Class B..... |                                                 |
| Class C..... |                                                 |
|              | { R2.10 per day of more<br>than four hours.     |

(8) The wages prescribed in sub-clause (7) (a) shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of that prescribed in this clause, his remuneration shall be increased by not less than such excess.

#### 5. PAYMENT OF WAGES AND RATES.

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

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

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

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

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

- Except where otherwise provided in this Agreement, whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of absence and calculated on the basis of the wage such employee was receiving in respect of his ordinary hours of work at the time thereof;
- with the written consent of the employee, deductions for holiday, sick, insurance or pension funds;
- with the written consent of the employee contributions to the funds of the trade union in terms of clause 21 of this Agreement;
- levies in terms of clause 15 of this Agreement;
- any amount which an employer is by any law, including common law, or any order of any competent court required or permitted to deduct.

#### 6. UNIFORMS.

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

#### 7. PROPORTION AND RATIO OF EMPLOYEES.

(1) There shall be employed in each establishment one class A barman before a class B barman may be employed. A class B barman shall be employed before a class C barman may be employed; provided that in the discretion of the Council, exemption in terms of clause 14 of this Agreement may be granted for the substitution of a part-time barman in place of a class B or a class C barman.

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

Hoogstens een klas B-kroegman mag vir elke klas A-kroegman diens, geëmplojeer word, en vir elke klas B-kroegman in diens, g hoogstens een klas C-kroegman geëmplojeer word; met dien stande dat in 'n inrigting wat slegs in besit is van 'n wyn- en dranklisensie en waar slegs een kroegman in diens is, sodanige kroegman 'n klas B-kroegman kan wees, ondanks die feit dat daar geen klas A-kroegman in diens is nie.

2) (a) In 'n tarief A-inrigting moet daar een gekwalifiseerde kelder in diens wees voordat 'n assistent-kelder in diens geneem word, en vir elke gekwalifiseerde kelder in diens mag daar hoogstens twee assistent-kelders (graad I) en vir elke twee assistent-kelders (graad I) hoogstens drie assistent-kelders (graad II) in diens geneem word.

(b) In 'n tarief B-inrigting moet daar een gekwalifiseerde kelder een assistent-kelder (graad I) in diens wees voordat 'n assistent-kelder (graad II) in diens geneem word, en vir elke gekwalifiseerde kelder of assistent-kelder (graad I) mag hoogstens twee assistent-kelders (graad II) in diens geneem word.

(c) In 'n tarief C-inrigting mag hoogstens drie assistent-kelders (graad II) in diens geneem word, al is daar geen gekwalifiseerde kelder of assistent-kelder (graad I) in diens nie. Indien meer as een werknemers van hierdie klas in diens is, moet een 'n assistent-kelder (graad I) wees. Indien meer as vier werknemers van hierdie klas in diens is, moet een 'n gekwalifiseerde kelder wees.

3) (i) In 'n tarief A-inrigting moet daar een gekwalifiseerde kok in diens wees voordat 'n assistent-kok in diens geneem word, vir elke gekwalifiseerde kok in diens mag daar hoogstens een assistent-kok (graad I) en een assistent-kok (graad II) in diens geneem word.

(ii) In 'n tarief B-inrigting mag 'n assistent-kok (graad I) in diens geneem word al is daar nie 'n gekwalifiseerde kok in diens, en vir elke kok of assistent-kok (graad I) in diens mag hoogstens een assistent-kok (graad II) in diens geneem word.

(iii) In 'n tarief C-inrigting kan 'n assistent-kok (graad II) in diens geneem word, al is daar geen gekwalifiseerde kok of assistent-kok (graad I) in diens nie. Indien meer as een werknemer van hierdie klas egter in diens is, moet een 'n assistent-kok (graad I) wees en indien meer as twee in diens is, moet een gekwalifiseerde kok wees.

4) (i) In 'n tarief A-inrigting moet een hofmeester en twee assistent-hofmeesters (graad I) in diens wees voordat 'n assistent-hofmeester (graad II) in diens geneem kan word, en vir elke hofmeester en twee assistent-hofmeesters (graad I) tesame in diens g hoogstens drie assistent-hofmeesters (graad II) in diens geneem word.

(ii) In 'n tarief B-inrigting moet een hofmeester of assistent-hofmeester (graad I) in diens wees voordat 'n assistent-hofmeester (graad II) in diens geneem kan word, en vir elke hofmeester of assistent-hofmeester (graad I) in diens mag hoogstens twee assistent-hofmeesters (graad II) in diens geneem word.

(iii) In 'n tarief C-inrigting kan een assistent-hofmeester (graad II) in diens geneem word, al is daar geen hofmeester of assistent-hofmeester (graad I) in diens nie. Indien meer as een werknemer van hierdie klas egter in diens is, moet een 'n assistent-hofmeester (graad I) wees en indien meer as twee in diens is, moet een 'n hofmeester wees.

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

6) Los en deelydse werknemers word nie vir die toepassing van hierdie klousule as werknemers beskou nie.

#### 8. INDIENSNEEMING VAN ONGEKWALIFISEERDE WERKNEMERS.

Geen ongekwalifiseerde kelders of ongekwalifiseerde kokke mag diens geneem word nie, tensy die werkgever die toestemming van die Nywerheidsraad verkry het om sodanige ongekwalifiseerde kelders of ongekwalifiseerde kokke in diens te neem. Die aankoop moet skriftelik gedoen word.

#### 9. WERKURE.

(i) Die gewone werkure van 'n werknemer, uitgesonderd kroegman, 'n klerklike werknemer en 'n ongeskoolde werknemer mag nie eenhonderd-en-veertien (114) uur per 14 dae skry nie.

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

(iii) Die gewone werkure van 'n klerklike werknemer mag nie honderd-en-twaalf (112) uur per 14 dae oorskry nie.

(iv) Die gewone werkure van 'n kroegman mag nie eenhonderd-tien (110) uur per 14 dae oorskry nie, en dié van 'n ongeskoolde werknemer mag nie eenhonderd-en-twintig (120) uur per 14 dae skry nie.

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

(2) (a) In a tariff A establishment there shall be employed one qualified waiter before an assistant waiter is employed and for each qualified waiter employed there may be employed not more than two assistant waiters (grade I) and for each two assistant waiters (grade I) not more than three assistant waiters (grade II) may be employed.

(b) In a tariff B establishment there shall be employed one qualified waiter or one assistant waiter (grade I) before an assistant waiter (grade II) is employed and for each qualified waiter or assistant waiter (grade I) there may be employed not more than two assistant waiters (grade II).

(c) In a tariff C establishment there shall be employed not more than three assistant waiters (grade II) notwithstanding that a qualified waiter or an assistant waiter (grade I) is not employed. Where more than three employees of this class are employed, then one shall be an assistant waiter (grade I). Where more than four employees of this class are employed then one shall be a qualified waiter.

(3) (i) In a tariff A establishment there shall be employed one qualified cook before an assistant cook is employed and for each qualified cook employed there may be employed not more than one assistant cook (grade I) and one assistant cook (grade II).

(ii) In a tariff B establishment an assistant cook (grade I) may be employed notwithstanding that a qualified cook is not employed and for each qualified cook or assistant cook (grade I) employed not more than one assistant cook (grade II) may be employed.

(iii) In a tariff C establishment an assistant cook (grade II) may be employed notwithstanding that a qualified cook or an assistant cook (grade I) is not employed. Where, however, more than one employee of this class is employed, then one shall be an assistant cook (grade I) and where more than two are employed, then one shall be a qualified cook.

(4) (i) In a tariff A establishment there shall be employed one steward and two assistant stewards (grade I) before an assistant steward (grade II) is employed, and for each steward and two assistant stewards (grade I) collectively employed there may be employed not more than three assistant stewards (grade II).

(ii) In a tariff B establishment there shall be employed one steward or assistant steward (grade I) before an assistant steward (grade II) is employed, and for each steward or assistant steward (grade I) employed not more than two assistant stewards (grade II) may be employed.

(iii) In a tariff C establishment one assistant steward (grade II) may be employed notwithstanding that a steward or an assistant steward (grade I) is not employed. Where, however, more than one employee of this class is employed, then one shall be an assistant steward (grade I) and where more than two are employed then one shall be a steward.

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

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

#### 8. EMPLOYMENT OF UNQUALIFIED EMPLOYEES.

No unqualified waiters or unqualified cooks shall be employed unless the employer has obtained the permission of the Industrial Council to employ such unqualified waiters or unqualified cooks. The application shall be made in writing.

#### 9. HOURS OF WORK.

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

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

(iii) The ordinary working hours of a clerical employee shall not exceed one hundred and twelve (112) hours per fortnight.

(iv) The ordinary working hours of a barman shall not exceed one hundred and ten hours (110) per fortnight and that of an unskilled employee shall not exceed one hundred and twenty (120) hours per fortnight.

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

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

(3) Behoudens die bepalinge van subklousule (5) moet 'n werkgever elkeen van sy werknemers, met inbegrip van ongeskoolde werknemers, toelaat om elke week vir 'n halfdag van diens af te wees. Vir die toepassing van hierdie klousule moet die diensvrytydperk die tydperk tussen middag en middernag of tussen middernag en middag wees. Op die dag waarop sodanige diensvrytyd toegestaan word, kan van 'n werknemer vereis word om hoogstens die ure te werk wat hieronder genoem word:—

In die geval van 'n kroegman, 3½ uur.

In die geval van 'n klerklike werknemer, 4 uur.

In die geval van 'n ongeskoolde werknemer, 4 uur 15 minute.

In die geval van ander werknemers, 4 uur.

Daarbenewens moet kroegmanne een diensvry nag per week van 7.30 nm. af toegestaan word.

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

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

#### 10. PRESENSIEREGISTERS EN TYD- EN LOONREGISTERS.

Elke werkgever is daarvoor verantwoordelik dat al sy werknemers, uitgesonderd ongeskoolde werknemers, 'n daaglikse presensieregister, soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, invul.

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

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

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

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

#### 11. JAARLIKSE VERLOF.

(1) (a) Elke werknemer, uitgesonderd 'n los of 'n ongeskoolde werknemer, moet ten opsigte van die eerste 50 weke diens by dieselfde werkgever twee weke verlof met volle besoldiging toegestaan word, en ten opsigte van elke daaropvolgende tydperk van 49 weke by dieselfde werkgever drie weke vakansieverlof met volle besoldiging.

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

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

(b) Indien 'n werknemer se diens gedurende die eerste 50 weke eindig voordat sodanige diens voltooi is, maar na beëindiging van vier maande diens, moet die werkgever hom vir elke volle week diens in die onvoltooid diensjaar twee-veertigstes van die weekloon betaal wat hy by diensbeëindiging ontvang het.

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

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

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

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

(3) Subject to the provisions of sub-clause (5) an employer shall allow each of his employees including unskilled employees to be off duty for one-half day each week. For the purposes of this clause the period of off-duty shall be the period between noon and midnight or between midnight and noon. On the day when such off-duty is granted an employee shall be required to work for not more than the hours specified hereunder:—

In the case of a barman, three and a half hours.

In the case of a clerical employee, four hours.

In the case of an unskilled employee, four hours fifty minutes.

In the case of other employees, four hours.

Barmen shall, in addition, be allowed off duty one night in week from 7.30 p.m.

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

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

#### 10. ATTENDANCE REGISTERS AND TIME AND WAGE REGISTERS.

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

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

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

The introduction and keeping of attendance registers shall absolve employers from the necessity of keeping time and wage registers as heretofore.

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

#### 11. ANNUAL LEAVE.

(1) (a) Each employee, other than a casual or an unskilled employee, shall be given in respect of the first fifty weeks' service with the same employer, two weeks' leave of absence on full pay and shall, in respect of each subsequent period of nine weeks of service with the same employer, be given three weeks' leave of absence on full pay.

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

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

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

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

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

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

(f) 'n Werknemer wat drie weke verlof ingevolge subklousule (1) (a) toegestaan is en wie se diens eindig voordat die volgende verlof verskuldig is, moet by diensbeëindiging ten opsigte van elke volle week diens drie nege-en-veertigstes van die weekloon betaal word wat hy gedurende die week onmiddellik voor diensbeëindiging ontvang, bereken van die datum af waarop hy laas op verlof geregtig geword het.

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

(h) 'n Werknemer wat ingevolge subklousule (1) (a) vier weke verlof toegestaan is, en wie se diens eindig voordat hy weer op verlof geregtig word, moet by diensbeëindiging een twaalfde van die weekloon wat hy gedurende die week onmiddellik voor diensbeëindiging ontvang het, betaal word vir elke volle week diens, bereken van die datum af waarop hy laas op verlof geregtig geword het.

(2) (i) Elke ongeskoolde werknemer moet ten opsigte van elke volle week diens by dieselfde werkgever twee weke vakansieverlof tot volle besoldiging toegestaan word. Die werkgever kan die verloop van tyd vasstel wanneer verlof geneem word, maar as hy nie vroeër sy werknemer sy verlof toegestaan het nie, moet dit toegestaan en geneem word om te begin binne drie maande na beëindiging van die diens. As 'n werknemer se diens eindig voor die einde van die diensjaar, maar na voltooiing van vier maande diens, moet die werkgever hom vir elke volle week diens in die onvoltooide jaar twee-veertigstes betaal van die weekloon wat hy by die diensbeëindiging ontvang het.

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

(iii) 'n Ongeskoolde werknemer wat geregtig geword het op drie weke verlof ingevolge subklousule (2) (ii) en wie se diens eindig voordat sodanige verlof toegestaan is, moet by diensbeëindiging tot volle besoldiging ten opsigte van sodanige verlof ontvang word drie nege-en-veertigstes van die weekloon ten opsigte van elke voltooide week diens, bereken vanaf die datum waarop hy laas op verlof geregtig geword het.

(3) Vir die toepassing van hierdie klousule moet dit beskou word dat 'n werknemer se diens begin—

(i) in die geval van werknemers wat op verlof geregtig geword het ingevolge die ooreenkoms, wat by Goewernementskennisgewing No. 744 van 15 Mei 1959 bekendgemaak is, van die datum af waarop die werknemer laas op verlof geregtig geword het;

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

(iii) in die geval van ander werknemers, van die datum af waarop die werknemers by 'n werkgever in diens getree het of, na gelang van die jongste datum, die datum waarop hierdie Ooreenkoms in werking tree.

(4) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens” elke tydperk of alle tydperke omvat waarin 'n werknemer—

- (i) kragtens subklousule (1) (a) met verlof afwesig is;
- (ii) verplig word om opleiding, ingevolge die Verdedigingswet, 1957, te ondergaan;
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is;
- (iv) kragtens klousule 13 met siekteverlof afwesig is;

altesame hoogstens tien weke in 'n jaar bedra; met dien verstande dat as die tydperk van 'n werknemer se opleiding in enige jaar ingevolge die Zuid Afrika Verdedigingswet, 1957, langer as 30 dae is, die tydperk van tien weke verminder moet word in verhouding tot die korter opleidingstydperk.

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

(e) An employee who has become entitled to three weeks' leave in terms of sub-clause (1) (a) and whose service terminates before such leave has been granted shall upon termination of employment be paid his full pay in respect of such leave and in addition be paid three forty-ninths of the weekly wage in respect of each completed week of service calculated from the date upon which he last became entitled to leave.

(f) An employee who has been granted three weeks' leave in terms of sub-clause (1) (a) and whose employment terminates before the next period of leave falls due, shall, upon termination of service be paid three forty-ninths of the weekly wage paid to him during the week immediately preceding such termination in respect of each completed week of service calculated from the date upon which he last became entitled to leave.

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

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

(2) (i) Each unskilled employee shall be given in respect of each fifty weeks of service with the same employer, two weeks' leave of absence on full pay. The employer may fix the time when such leave shall be taken; if he shall not have granted to the employee his period of leave at an earlier date; such leave shall be granted and taken so as to commence within three months after the termination of fifty weeks' service. 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 two-fiftieths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(ii) On completion of three years' service with the same employer, each unskilled employee shall be given in respect of such service three weeks' annual leave of absence on full pay.

(iii) An unskilled employee who has become entitled to three weeks' leave in terms of sub-clause (2) (ii) and whose service terminates before such leave has been granted, shall upon termination of employment be paid his full pay in respect of such leave and in addition be paid three forty-ninths of the weekly wage in respect of each completed week of service calculated from the date upon which he last became entitled to leave.

(3) For the purposes of this clause an employee's service shall be deemed to commence—

(i) in the case of those employees who had become entitled to leave in terms of the Agreement published under Government Notice No. 744 of 15th May, 1959, and from the date upon which such employees last became entitled to leave;

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

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

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

- (i) absent on leave in terms of sub-clause (1) (a);
- (ii) required to undergo training under the South Africa Defence Act, 1957 as amended;
- (iii) absent from work on the instruction or at the request of his employer;
- (iv) absent on sick leave in terms of clause 12;

amounting in the aggregate to not more than ten weeks in any year; provided that if in any year the period of training under the South Africa Defence Act, 1957, as amended, of any employee is less than thirty days the period of ten weeks shall be reduced in proportion to the shorter period of training.

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

## 12. SIEKTEVERLOF.

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

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

## 13. BEÏNDIGING VAN DIENSKONTRAK.

## (1) Behoudens—

- (a) 'n werkgever of werknemer se reg om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (b) 'n geskrewe ooreenkoms tussen werkgever en werknemer wat voorsiening maak vir langer kennisgewing as wat hierin voorgeskryf word;

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

- (i) 24 uur gedurende die eerste 13 weke diens;
- (ii) daarna een week.

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

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

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

Vir die toepassing van hierdie subklousule moet besoldiging wat 'n werknemer ingevolge klousule 11 (jaarlikse verlof) van die Ooreenkoms toekom, buiten betaling ten opsigte van verlof wat reeds kragtens klousule 11 (1) (a) verskuldig maar nog nie toegestaan is nie, ook beskou word as 'n voordeel wat hom toekom.

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

(5) Die kennisgewing in subklousule (1) genoem, mag nie met jaarlikse of siekteverlof saamval nie.

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

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

## 14. VRYSTELLINGS.

(1) Die Raad mag vrystellings van enigiemand van die bepalings van die Ooreenkoms verleen.

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

## 12. SICK LEAVE.

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

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

## 13. TERMINATION OF CONTRACT OF EMPLOYMENT.

## (1) Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice, for any good cause recognised by the law as sufficient;
- (b) the provisions of any written Agreement between employer and employee stipulating for a period of notice in excess of that provided for herein;

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

- (i) twenty-four hours during the first thirteen weeks of employment;
- (ii) one week's notice thereafter.

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

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

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

For the purposes of this sub-clause any payment which may be due to an employee in terms of clause 11 (annual leave) of the Agreement, except payment in respect of annual leave already accrued but not yet granted, in terms of clause 11 (1) (a) shall also be regarded as a benefit in the process of accrual.

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

(5) The notice referred to in sub-clause (1) shall not run concurrently with annual leave or sick leave.

(6) An unskilled employee or his employer may terminate the contract of service by giving twenty-four hours' notice.

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

## 14. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-clause (1) of this clause the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided 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) Die Sekretaris van die Raad moet aan elke persoon aan vrystelling ingevolge subklousule (1) van hierdie klousule leen is, 'n vrystellingstifikaat uitreik wat deur die voorsitter homself geteken is en wat die volgende aantoon:—

- a) Naam van betrokke persoon voluit;
  - b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;
  - c) die voorwaardes vasgestel ingevolge subklousule (2) van hierdie klousule waarop vrystelling verleen word; en
  - d) die tydperk waarvoor die vrystelling van krag is.
- 4) Die Sekretaris van die Raad moet—
- a) alle uitgereikte sertifikate in volgorde nummer;
  - b) 'n kopie van elke uitgereikte sertifikaat bewaar;
  - c) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur;
  - d) 'n kopie van elke vrystellingstifikaat aan die Afdelingsinspekteur van Arbeid, Posbus 393, Pretoria, stuur.

#### 15. UITGAWES VAN DIE RAAD.

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

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

#### 16. TOEPASSING VAN OOREENKOMS.

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

#### 17. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

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

#### 18. UITWERKING VAN ANDER WETTE.

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

#### 19. VAKVERENIGINGAREEID.

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

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

#### 20. VERBOD OP INDIENSNEEMING VAN ENIGIEMAND ONDER DIE OUDERDOM VAN SESTIEN JAAR.

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

#### 21. LEDEGELD AAN VAKVERENIGING.

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

#### 22. AGENTE.

Die Raad moet een of meer aangewese persone aanstel om hulpsaam te wees by die toepassing van hierdie Ooreenkoms.

1 Agent kan enige inrigting binnegaan en kan enige werknemer of werknemer ondervra en die aantekeninge van lone wat betaal, tyd wat gewerk en besoldiging wat vir oortyd betaal is, aan ten einde vas te stel of hierdie Ooreenkoms nagekom word.

Amens die partye op hede die 29st dag van November 1962 in Pretoria onderteken.

J. G. STIERLIN,  
Voorsitter van die Raad.  
L. E. ETCHILLS,  
Ondervoorsitter van die Raad.  
M. J. BROWN,  
Sekretaris van die Raad,  
namens Craggs, Kossuth en Ochse.

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

- (a) the full name of the person concerned;
  - (b) the provisions of the Agreement from which exemption was granted;
  - (c) the conditions fixed in accordance with provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
  - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
  - (b) retain a copy of each licence issued;
  - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
  - (d) forward a copy of each licence of exemption to the Divisional Inspector of Labour, P.O. Box 393, Pretoria.

#### 15. EXPENSES OF THE COUNCIL.

The expenses of the Council shall be met in the following manner:—

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

#### 16. ADMINISTRATION OF AGREEMENT.

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

#### 17. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

#### 18. EFFECT OF OTHER LAWS.

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

#### 19. TRADE UNION LABOUR.

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

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

#### 20. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF SIXTEEN YEARS.

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

#### 21. TRADE UNION SUBSCRIPTIONS.

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

#### 22. AGENTS.

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

An agent may enter any establishment and may question any employer or employee and inspect the record of wages paid, time worked and payments made for overtime, for the purpose of ascertaining whether the terms of this Agreement are being observed.

Signed at Pretoria on behalf of the parties this 29th day of November, 1962.

J. G. STIERLIN,  
Chairman of the Council.  
L. E. ETCHILLS,  
Vice-Chairman of the Council.  
M. J. BROWN,  
Secretary for the Council,  
for Craggs, Kossuth & Ochse.

AANHANGSEL A (Sien klousule 10—Presensieregisters en tyd- en loonregisters.)  
ANNEXURE A (vide section 10—Attendance Registers and Time and Wage Registers.)

AANHANGSEL S. 5.

ANNEXURE S. 5.

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

NOTE.—Employers must sign only in the section of the Register reserved for their use.

## PRESENSIEREGISTER.

## ATTENDANCE REGISTER.

WET OP WINKELS EN KANTORE, 1939.

SHOPS AND OFFICES ACT, 1939.

(Naam van werknemer/Name of Employee.)

(Werk van werknemer/Occupation of Employee.)

| DATUM EN DAG VAN DIE WEEK.<br>DATE AND DAY OF WEEK. |                                   | INSKRYWINGS WAT WERKNEMERS MOET MAAK.<br>ENTRIES TO BE MADE BY EMPLOYEES. |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           | OPMERKINGS (AS DAAR IS.)<br>REMARKS (IF ANY). |                                 |                                                                                                                                                                                                            |                                   |
|-----------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------|---------|----------|---------|-------------------------------------------------|----------------------------------------------------|----------|-----------------------------------------------------------|-----------------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Jaar/Year.<br>Maand/Month.                          |                                   | Handtekening.<br>Signature.                                               | Aanvangs-tyd van werk.<br>Time of commencing Work. | Werkpouses.<br>Intervals of Work. |         |          |         | Op-hou-tyd van werk.<br>Time of finishing Work. | Ver-lengde ure gewerk.<br>In-creased Hours Worked. |          | Totale getal ure gewerk.<br>Total Number of Hours Worked. |                                               | Deur werknemer.<br>By Employee. | Deur werkgewer.<br>By Employer.<br><br>As werknemer afwesig is, redes vir sy afwesigheid (moet deur werkgewer onderteken word).<br>If Employee absent, reasons for his absence (to be signed by Employer). | Deur inspekteur.<br>By Inspector. |
| Datum.<br>Date.                                     | Dag van die week.<br>Day of Week. |                                                                           |                                                    | Af. Off.                          | Aan On. | Af. Off. | Aan On. |                                                 | Op. On.                                            | Af. Off. | Elke dag.<br>Each Day.                                    | Elke week.<br>Each Week.                      |                                 |                                                                                                                                                                                                            |                                   |
| 1                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 2                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 3                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 4                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 5                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 6                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 7                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 8                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 9                                                   |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 10                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 11                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 12                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 13                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 14                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 15                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 16                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 17                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 18                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 19                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 20                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 21                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 22                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 23                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 24                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 25                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 26                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 27                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 28                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 29                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 30                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |
| 31                                                  |                                   |                                                                           |                                                    |                                   |         |          |         |                                                 |                                                    |          |                                                           |                                               |                                 |                                                                                                                                                                                                            |                                   |

OPMERKING.—Onder die hoofde „Af” en „Aan” in die kolom wat op „pouses” betrekking het, voeg in hoe laat poues begin en hoe laat werk hervat word. Ingevolge artikel 4 (7) van die Wet word dit beskou dat ’n werknemer werk gedurende enige poue in sy werk as die werknemer nie vry is om die winkel of kantoor vir die hele poue te verlaat nie.

NOTE.—Under headings “Off” and “On” in columns referring to “Interval” insert time interval commences and time work resumed. In terms of section 4 of the Act an employee is deemed to be at work for any interval in his work if employee is not free to leave the shop or office for the whole of the interval.

# POSTARIEWE

Van Suid-Afrika na ander lande, behalwe lande van die Posunie van Afrika.

## See- of Landpos.

|                   |                                                    |
|-------------------|----------------------------------------------------|
| Briewe.....       | 5c vir die eerste ons, 3½c vir elke bykomende ons. |
| Poskaarte.....    | 3½c elk.                                           |
| Nuusblaai.....    | 1½c per 2 onse.                                    |
| Drukwerk.....     | 1½c per 2 onse.                                    |
| Handelstukke..... | 1½c per 2 onse, met 'n minimum van 5c.             |
| Monsters.....     | 1½c per 2 onse, met 'n minimum van 2½c.            |

## Lugpos.

| Land van Bestemming.                                                                                                                                  | Briewe per ½ ons. | Poskaarte elk. | Lugbriewe elk. | Tweede-klasspos-stukke per ½ ons. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|----------------|-----------------------------------|
| <b>AFRIKA.</b> —(Behalwe lande van die Posunie van Afrika)                                                                                            | c 10              | c 5            | c 5            | c 4                               |
| Mauritius, Reunion, Seychelle, Zanzibar                                                                                                               | 10                | 5              | 5              | 4                                 |
| <b>EUROPA.</b> —                                                                                                                                      |                   |                |                |                                   |
| (a) Verenigde Koninkryk, Noord-Ierland, Republiek Ierland, Ciprus en Malta                                                                            | 12½               | 7              | 5              | 5                                 |
| (b) Alle ander lande, met inbegrip van die Unie van die Sosialistiese Sowjetrepublieke en eilande in die Middellandse See, behalwe Ciprus en Malta    | 15                | 7½             | 5              | 6                                 |
| (c) Asore, Kanariese Eilande, Kaap-Verdiese Eilande, Ysland, Madeira                                                                                  | 15                | 7½             | 5              | 6                                 |
| <b>Nabye Ooste.</b> —                                                                                                                                 |                   |                |                |                                   |
| Bahreineilande, Dotsi, Iran, Irak, Israel, Jordanië (Hashemitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye          | 12½               | 7              | 5              | 5                                 |
| <b>AMERIKA.</b> —                                                                                                                                     |                   |                |                |                                   |
| Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika                                                                                        | 22½               | 12             | 10             | 10                                |
| <b>AUSTRALASIE.</b> —                                                                                                                                 |                   |                |                |                                   |
| Australië, Nieu-Seeland.....                                                                                                                          | 25                | 12½            | 10             | 10                                |
| <b>STILLE OSEAAN.</b> —                                                                                                                               |                   |                |                |                                   |
| Eilande in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie                                                                            | 25                | 12½            | 10             | 10                                |
| <b>OOSTERSE LANDE.</b> —                                                                                                                              |                   |                |                |                                   |
| (a) Afganistan, Birma, Ceylon, Indië, Pakistan, Thailand, Tibet                                                                                       | 17½               | 9              | 5              | 7½                                |
| (b) Broenei, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleise Federasie, Mantsjoerye, Noord-Borneo, Filippyne, Serawak, Timor | 22½               | 12             | 10             | 10                                |
| (c) Japan.....                                                                                                                                        | 25                | 12½            | 10             | 10                                |

(Nadere besonderhede word vervat in die pamflet PB. 7 wat by alle poskantore verkrygbaar is.)

# POSTAGE RATES

From South Africa to other Countries, excluding Countries of the African Postal Union.

## Surface Mail.

|                        |                                                   |
|------------------------|---------------------------------------------------|
| Letters.....           | 5c for the first oz., 3½c for each additional oz. |
| Postcards.....         | 3½c each.                                         |
| Newspapers.....        | 1½c per 2 oz.                                     |
| Printed Papers.....    | 1½c per 2 oz.                                     |
| Commercial Papers..... | 1½c per 2 oz. with a minimum of 5c.               |
| Samples.....           | 1½c per 2 oz. with a minimum of 2½c.              |

## Air Mail.

| Country of Destination.                                                                                                                                     | Letters per ½ ounce. | Postcards each. | Aerogrammes each. | Second-class mail, per ½ oz. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------|-------------------|------------------------------|
| <b>AFRIKA.</b> —(Excluding countries of the African Postal Union)                                                                                           | c 10                 | c 5             | c 5               | c 4                          |
| Mauritius, Reunion, Seychelles, Zanzibar                                                                                                                    | 10                   | 5               | 5                 | 4                            |
| <b>EUROPE.</b> —                                                                                                                                            |                      |                 |                   |                              |
| (a) United Kingdom, Northern Ireland, Republic of Ireland, Cyprus and Malta                                                                                 | 12½                  | 7               | 5                 | 5                            |
| (b) All other countries, including the Union of Soviet Socialist Republics and islands in the Mediterranean Sea except Cyprus and Malta                     | 15                   | 7½              | 5                 | 6                            |
| (c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira                                                                                            | 15                   | 7½              | 5                 | 6                            |
| <b>NEAR EAST.</b> —                                                                                                                                         |                      |                 |                   |                              |
| Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Libanon, Muscat, Saudi Arabia, Sharjah, Syria, Turkey                    | 12½                  | 7               | 5                 | 5                            |
| <b>AMERICA.</b> —                                                                                                                                           |                      |                 |                   |                              |
| Canada, United States of America, Central and South America                                                                                                 | 22½                  | 12              | 10                | 10                           |
| <b>AUSTRALASIA.</b> —                                                                                                                                       |                      |                 |                   |                              |
| Australia, New Zealand.....                                                                                                                                 | 25                   | 12½             | 10                | 10                           |
| <b>PACIFIC.</b> —                                                                                                                                           |                      |                 |                   |                              |
| Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere                                                                                  | 25                   | 12½             | 10                | 10                           |
| <b>EASTERN COUNTRIES.</b> —                                                                                                                                 |                      |                 |                   |                              |
| (a) Afghanistan, Burma, Ceylon, India, Pakistan, Thailand, Tibet                                                                                            | 17½                  | 9               | 5                 | 7½                           |
| (b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaya (Federation of), Manchuria, North Borneo, Philippines, Sarawak, Timor | 22½                  | 12              | 10                | 10                           |
| (c) Japan.....                                                                                                                                              | 25                   | 12½             | 10                | 10                           |

(A detailed list, pamphlet PB. 7, is obtainable free of charge from all post offices.)

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## WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-  
KOSTETOELAES GEPUBLISEER BY OOR-  
LOGSMAATREËL No. 43 VAN 1942, SOOS  
GEWYSIG.

DRANK- EN VERVERSINGSBEDRYF, PRETORIA.

Namens die Minister van Arbeid skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in klousule 4 (7) (a) van die Ooreenkoms vir die Drank- en Verversingsbedryf wat by Goewermentskennisgewing No. 1505 van 27 September 1963, gepubliseer is.

M. VILJOEN,  
Adjunk-minister van Arbeid.

No. 1513.] [27 September 1963.

## WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE  
REGULATIONS PUBLISHED UNDER WAR  
MEASURE No. 43 OF 1942, AS AMENDED.

LIQUOR AND CATERING TRADE, PRETORIA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in clause 4 (7) (a) of the Agreement for the Liquor and Catering Trade, published under Government Notice No. 1505 of the 27th September, 1963.

M. VILJOEN,  
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