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GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1031.]

[9 Julie 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.**DRANK- EN VERVERSINGSBEDRYF, PIETER-MARITZBURG.****HOOFOOREENKOMS.**

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, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (5) (g), 24, 25 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag 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 Pietermaritzburg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (5) (g), 17, 24, 25 en 28, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrostdistrik Pietermaritzburg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
 Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1031.]

[9 July 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.**LIQUOR AND CATERING TRADE, PIETER-MARITZBURG.****MAIN AGREEMENT.**

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, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers' organisation and the trade union which entered into the 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 Agreement, excluding those contained in clauses 1 (a), 2, 5 (5) (g), 24, 25 and 28, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday 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 Pietermaritzburg; 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 Pietermaritzburg and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (5) (g), 17, 24, 25 and 28, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
 Deputy-Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VER-
VERSINGSBEDRYF, PIETERMARITZBURG.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen die

Hotel Association of Pietermaritzburg (wat die noordelike distrik van Natal inkorporeer)

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

Natal Liquor and Catering Trades Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Drank- en Versingsbedryf, Pietermaritzburg.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landrostdistrik Pietermaritzburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Drank- en Versingsbedryf uitoefen, en deur alle werknemers wat lede van die vakvereniging is en in dié Bedryf werksaam is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van die Ooreenkoms slegs van toepassing op werknemers vir wie lone in die Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

Die Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel *agt-en-veertig* van die Wet vasstel en bly drie jaar lank van krag af vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS.

(1) Alle uitdrukkings wat in die Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in dié Wet, en tensy 'n ander bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens, en elke verwysing na 'n wet omvat ook elke wysiging van dié Wet; voorts, tensy dit strydig met die samehang is, beteken—

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

"kroegman" 'n werknemer, uitgesonderd 'n kelner, wat drank oor die toonbank of vanuit die kroeg in 'n inrigting verkoop;

"kroegman, klas A," 'n kroegman wat in diens is in 'n inrigting, uitgesonderd 'n wyn- en bierinrigting, en minstens drie jaar ondervinding as sodanig het;

"leerling-kroegman, klas A," 'n werknemer wat in diens is om die werk van 'n kroegman, klas A, te leer en minder as drie jaar ondervinding het;

"kroegman, klas B," 'n kroegman, afgesien van sy ondervinding as sodanig, wat uitsluitlik in diens is om nie-Blankes in 'n inrigting, uitgesonderd 'n wyn- en bierinrigting of 'n nie-Blanke inrigting te bedien;

"kroegman, klas C," 'n kroegman wat in diens is om Blankes in 'n wyn- en bierinrigting te bedien en minstens drie jaar ondervinding as sodanig het;

"leerling-kroegman, klas C," 'n werknemer wat in diens is om die werk van 'n kroegman, klas C, te leer en minder as drie jaar ondervinding het;

"kroegman, klas D," 'n kroegman, afgesien van sy ondervinding, wat in diens is om nie-Blankes in wyn- en bierinrigtings te bedien;

"etes en huisvesting" die verskaffing van drie etes per dag en huisvesting aan persone in diens in 'n inrigting waar sodanige etes en huisvesting deel uitmaak van die totale besoldiging wat aan 'n werknemer betaal word;

"kassier" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is om kontant te ontvang of te hanteer en om klerklike werk in verband daarmee te verrig;

"los werknemer" 'n werknemer wat by dieselfde werkgewer vir 'n tydperk van hoogstens een week op 'n slag in diens is;

"kamermeisie" (kyk huismeisie);

"klerklike werknemer" 'n werknemer wat in diens is vir skryf, tik, liasseer, die ontvang en hantering van kontant of vir enige ander vorm van klerklike werk en omvat 'n kassier en 'n ontvangsklerk maar nie enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk deel van sodanige werknemer se pligte kan uitmaak;

"klerklike werknemer, gekwalifiseer, vrou," 'n vroulike werknemer met minstens vier jaar ondervinding as 'n klerklike werknemer in enige bedryf of beroep;

"klerklike werknemer, gekwalifiseer, man," 'n manlike werknemer met minstens vyf jaar ondervinding as 'n klerklike werknemer in enige bedryf of beroep;

"klerklike werknemer, ongekwalifiseer, vrou," 'n vroulike werknemer met minder as vier jaar ondervinding as 'n klerklike werknemer in enige bedryf of beroep;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, PIETERMARITZBURG.

AGREEMENT

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

The Hotel Association of Pietermaritzburg (incorporating the Northern Districts of Natal)

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

The Natal Liquor and Catering Trades Employees' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial District of Pietermaritzburg by all employers who are members of the employers' organisation and engaged in the Liquor and Catering Trade, and by all employees who are members of the trade union and employed in that Trade.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

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

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

"barman" means an employee other than a waiter engaged in the sale of liquor over the counter or from the bar in an establishment;

"barman, class A" means a barman employed in an establishment other than a wine and malt establishment and who has had not less than three years' experience as such;

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

"barman, class B" means a barman, irrespective of his experience as such, who is exclusively employed to serve non-Europeans in an establishment other than a wine and malt establishment or a non-European establishment;

"barman, class C" means a barman employed to serve Europeans in a wine and malt establishment and who has had not less than three years' experience as such;

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

"barman, class D" means a barman irrespective of his experience employed to serve non-Europeans in a wine and malt establishment;

"board and lodging" means the supply of three meals per day and of accommodation to persons who are employed in an establishment where such board and lodging forms part of the total remuneration paid to an employee;

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

"casual employee" means an employee who is engaged by the same employer for a period not exceeding one week at a time;

"chambermaid"—see "housemaid";

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

"clerical employee, qualified, female" means a female employee who has had not less than four years' experience as a clerical employee in any trade or occupation;

"clerical employee, qualified, male" means a male employee who has had not less than five years' experience as a clerical employee in any trade or occupation;

"clerical employee, unqualified, female" means a female employee who has had less than four years' experience as a clerical employee in any trade or occupation;

"klerklike werknemer, ongekwalifiseer, man," 'n manlike werknemer met minder as vyf jaar ondervinding as 'n klerklike werknemer in enige bedryf of beroep;

"kok" 'n werknemer in diens in enige inrigting, met inbegrip van 'n nie-Blanke inrigting, werksaam in enige werk in die voorbereiding of kook van kos, uitgesonderd die werksaamhede wat in paragrafe (f), (h) en (j) van die woordoms krywing van werknemer, graad II, genoem word;

"kok, hoof," 'n kok met minstens vyf jaar ondervinding, wat die werk van werknemers in die kombuis van 'n inrigting lei en toesig daaroor hou, en wat in diens is in 'n inrigting waarin minstens drie gekwalifiseerde koks in diens is, insluitende dié hoofkok;

"kok, leerling," (kyk woordoms krywing van "leerling");

"kok, gekwalifiseer," 'n kok met minstens drie jaar ondervinding as sodanig, met dien verstande dat in die geval van 'n kok wat minstens 12 maande lank 'n goedgekeurde opleidingskollege bygewoon het, hy daarop geregtig is om 'n gekwalifiseerde kok ná twee jaar ondervinding te word;

"kok, gekwalifiseer (met sertifikaat)," 'n gekwalifiseerde kok wat in besit is van 'n bevredigende diploma of sertifikaat in kookkuns wat uitgereik is deur 'n opleidingsinrigting wat deur die Raad erken word;

"Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf, Pietermaritzburg, geregistreer ingevolge artikel negentien van die Wet;

"dagloon" die weekloon voorgeskryf in die Ooreenkoms gedeel deur sewe (7) in 'n inrigting waarin sewe dae per week gewerk word en ses (6) in 'n inrigting waarin ses dae per week gewerk word;

"dag" 'n tydperk van vier-en-twintig (24) opeenvolgende ure wat om middernag begin en eindig, behalwe dat 'n "dag" ten opsigte van nagwerkers 'n tydperk van vier-en-twintig (24) opeenvolgende ure beteken wat om 12-middag begin en eindig;

"inrigting" enige perseel waar die Drank- en Verversingsbedryf uitgeoefen word;

"ondervinding" die totale tydperk van diens wat 'n werknemer gehad het vóór of ná die datum waarop hierdie Ooreenkoms in werking tree, in die beroep waarin hy in diens is in die Drank- en Verversingsbedryf;

"graad II-werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir een van ondergenoemde werksaamhede:—

- (a) eetware, gerei of ander artikels dra;
- (b) persele, gerei, meubels, voertuie, diere, skoeisel of ander artikels skoonmaak;
- (c) briewe, koerante, boodskappe of goedere te voet, of per fiets of handvoertuig aflewer;
- (d) goedere verskuif, opstapel of uitpak;
- (e) vuurmaak, of vure aan die brand hou en/of vuilgoed of as verwyder;
- (f) pluimvee pluk of skoonmaak, vis skoonmaak, groente skoonmaak, afskil of opsny, pap kook;
- (g) kiste, bale of ander pakkies oopmaak of toemaak;
- (h) onder toesig van 'n kok die kook van eetware versorg;
- (i) vroeëoggendtee, -koffie, -kakao of soortgelyke drankte aan gaste bedien;
- (j) pap, eiers en rantsoene vir Bantoes kook;
- (k) help met tuine bewerk, onderhou en skoonmaak.

By die toepassing van hierdie woordoms krywing omvat die uitdrukking "eetware, gerei of ander artikels dra" nie maaltye of verversings, uitgesonderd vroeëoggendtee, -koffie, -kakao of soortgelyke drankte en warm water, na gaste toe dra nie;

"gaste" enige persoon wat permanent of tydelik in 'n inrigting woon en omvat 'n besoeker of klant maar nie die werkgewer of 'n lid van sy gesin of 'n persoon wat in die inrigting in diens is nie;

"algemene werksman" 'n manlike werknemer in diens om klein herstelwerk aan meubels, installasies of ander uitrusting te doen en wat klein herstelwerk of vernuwings aan geboue kan doen;

"uurloon"—

- (a) in inrigtings, uitgesonderd wyn- en bierinrigtings, in die geval van werknemers, uitgesonderd buiteverbruikbedieners en graad II-werknemers, die weekloon gedeel deur 54 en in die geval van graad II-werknemers, die weekloon gedeel deur 59;
- (b) in wyn- en bierinrigtings, in die geval van kroegmanne en ander werknemers, uitgesonderd graad II-werknemers en buiteverbruikbedieners, die weekloon gedeel deur 54 en in die geval van graad II-werknemers, die weekloon gedeel deur 60; en
- (c) in die geval van buiteverbruikbedieners, die weekloon gedeel deur 46;

"huishoudster" 'n vroulike werknemer wat opdragte gee aan binne- en kamermeisies;

"binnemeisie" of "kamermeisie" 'n vroulike werknemer in diens om slaapkamers, woonkamers of ander dele van 'n inrigting af te stof of aan kant te maak, beddens opmaak en help met die ontvang en heelmaak van huislinne, die hantering van linne en wasgoed, die uitreiking van voorrade en toesig oor graad II-werknemers;

"jeugdige" 'n werknemer onder die leeftyd van 18 jaar;

"clerical employee, unqualified, male" means a male employee who has had less than five years' experience as a clerical employee in any trade or occupation;

"cook" means an employee engaged in any establishment, including a non-European establishment, engaged in any operation in the preparation or cooking of food, excluding the operations falling under paragraphs (f), (h) and (j) of the definition of grade II employee;

"cook, chief" means a cook who has had not less than five years experience, who directs and supervises the work of employees in the kitchen of an establishment and who is employed in an establishment in which not less than three qualified cooks inclusive of chief cook are employed;

"cook, learner"—see definition of "learner";

"cook, qualified" means a cook who has had not less than three years' experience as such, provided that in the case of a cook who has attended an approved training college for at least 12 months, he shall be entitled to become a qualified cook after two years' experience;

"cook, qualified (with certificate)" means a qualified cook holding a satisfactory diploma or certificate in cookery issued by a training institution recognised by the Council;

"Council" means the Industrial Council for the Liquor and Catering Trade, Pietermaritzburg, registered in terms of section nineteen of the Act;

"daily wage" means the weekly wage prescribed in the Agreement divided by seven (7) in a seven day establishment and six (6) in a six day establishment;

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

"establishment" means any premises where the Liquor and Catering Trade is carried on;

"experience" means the total period of employment an employee has had before or subsequent to the date of the commencement of this Agreement, in the occupation in which he is employed in the Liquor and Catering Trade;

"grade II employee" means an employee engaged wholly or mainly in one or more of the following operations:—

- (a) Carrying foodstuffs, utensils or other articles;
- (b) cleaning premises, utensils, furniture, vehicles, animals, footwear or other articles;
- (c) delivering letters, newspapers, messages or goods on foot or by means of a bicycle or manually propelled vehicle;
- (d) moving, stacking or unpacking goods;
- (e) making or maintaining fires and/or removing refuse or ashes;
- (f) plucking or cleaning poultry, cleaning fish, cleaning, peeling or cutting up vegetables, cooking porridge;
- (g) opening or closing boxes, bales or other packages;
- (h) attending to foodstuffs in the process of cooking under the supervision of a cook;
- (i) serving early morning tea, coffee, cocoa or similar beverages to guests;
- (j) cooking porridge, eggs and rations for Bantu;
- (k) assisting in the preparation, maintenance and cleaning of gardens.

For the purpose of this definition the expression "carrying foodstuffs, utensils or other articles" does not include carrying meals or refreshments to guests, other than early morning tea, coffee, cocoa or similar beverages and hot water;

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

"handyman" means a male employee employed to do minor repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings;

"hourly wage" means—

- (a) in establishments other than wine and malt establishments in the case of employees other than off-sales attendants and grade II employees the weekly wage divided by 54 and in the case of grade II employees the weekly wage is divided by 59;
- (b) in wine and malt establishments, in the case of bar-men and other employees excepting grade II employees and off-sales attendants the weekly wage divided by 54 and in the case of grade II employees the weekly wage divided by 60; and
- (c) in the case of off-sales attendants the weekly wage divided by 46;

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

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

"juvenile" means any employee under the age of 18 years;

"wasseryman" 'n werknemer wat in 'n wassery in 'n inrigting werk en wat artikels kan was en stryk, was, stryk of pers;

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

- (a) 'n kok minder as 3 jaar was, met dien verstande dat in die geval van 'n werknemer, wat 'n goedgekeurde opleidingskollege vir minstens 12 maande bygewoon het, die tydperk tot 2 jaar verkort moet word;
- (b) 'n kelner of wynkelner, minder as 2 jaar was, met dien verstande dat in die geval van 'n werknemer wat 'n goedgekeurde opleidingskollege vir minstens 6 maande bygewoon het, hierdie tydperk tot 18 maande verkort moet word;
- (c) 'n buitewerksbediener, minder as 3 jaar was;

"hyserbediener" 'n werknemer wat uitsluitlik of hoofsaaklik 'n passasiershyser bedien;

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

- (i) Hotel-dranklisensie;
- (ii) kantienlisensie;
- (iii) teater- of sportgronde-dranklisensie;
- (iv) tydelike dranklisensie;
- (v) nagtelike geleentheidslisensie;
- (vi) wyn- en bier-lisensie;

"militêre opleiding" ononderbroke, verpligte militêre opleiding waartoe 'n werknemer ingevolge die Verdedigingswet, 1957, soos gewysig, verplig word, maar dit omvat geen opleiding wat hy vrywillig of uit eie keuse ondergaan nie;

"nagwag" 'n werknemer hoofsaaklik of uitsluitlik in diens om persele, geboue, hekke of ander eiendom snags op te pas en wat daarbenewens ook meubels, skoene en persele kan polier en skoonmaak of vuur aansteek, gaste by aankoms of vertrek bedien, en help om hulle met maaltye of verversings te bedien;

"nie-Blanke inrigting" 'n inrigting wat ingevolge die Drankwet van 1928, soos gewysig, gelisensieer is, en gelisensieer is en uitsluitlik voorsiening maak vir nie-Blankes van enige ras;

"buitewerksbediener" 'n werknemer uitsluitlik of hoofsaaklik in diens vir die verkoop van drank vir gebruik buite die gelisensieerde perseel;

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

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

"joggie" 'n manlike werknemer uitsluitlik of hoofsaaklik in diens om boodskappe te doen, briewe, boodskappe of pakkette te ontvang of af te lewer en om klokkes of die telefoon te beantwoord;

"portier" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is om gaste te ontvang, hul bagasie te besorg na, van en in 'n inrigting en van wie daarbenewens verlang kan word om 'n telefoon te beantwoord, 'n telefoonskakelbord te bedien en wat daarbenewens verversings en maaltye aan gaste kan bedien;

"ontvangklerk" 'n werknemer wat gaste ontvang, 'n lys van besprekings versorg en byhou, rekenings uitmaak, geld ontvang en kwitansies uitreik en wat klerklike werk kan verrig;

"sewedaagse inrigting" 'n inrigting waarin die drank- en verversingsbedryf sewe dae in 'n week uitgeoefen kan word;

"sesdaagse inrigting" 'n inrigting waarin die drank- en verversingsbedryf ses dae per week uitgeoefen word;

"spesiale funksie" 'n vermaaklikheid of byeenkoms soos 'n dinee, dans of onthaal vir die doel van 'n sosiale geleentheid, of om 'n gebeurtenis te vier;

"spesiale funksie-werknemer" 'n kroegman, kok, kelner, wynkelner, klerklike werknemer of graad II-werknemer wat by die uur in diens geneem word van buite die inrigting se eie personeel vir 'n tydperk van hoogstens vyf uur, om in verband met 'n spesiale funksie te werk;

"werkdag" die tydperk bereken vanaf die tyd waarop 'n werknemer op 'n dag eerste begin werk totdat hy op daardie dag ophou werk;

"telefonis" 'n werknemer wat hoofsaaklik of uitsluitlik besig is met die bediening van 'n telefoonskakelbord;

"loon" daardie deel van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure bedoel in klousule 7 en soos voorgeskryf vir hom in klousule 4 of waar 'n werkgever gereeld 'n werknemer ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat aldus voorgeskryf is, beteken dit die hoër bedrag;

"weekloon" die weekloon voorgeskryf in die Ooreenkoms, of waar 'n maandloon voorgeskryf is, dié maandloon gedeel deur 4½ of waar 'n dagloon voorgeskryf is, dié dagloon vermenigvuldig met die getal dae deur die werknemer gedurende die betrokke week gewerk;

"kelner" 'n werknemer, uitgesonderd 'n kelner in 'n wyn- en bierinrigting, wat hoofsaaklik besig is met die dek en afdek van tafels, gaste aan tafel bedien of in enige deel van die gebou wat deur gaste bewoon word, en wat daarbenewens klokkes kan beantwoord en sodanige ander dienste kan verrig as wat die gerief en gemak van die hotelgaste kan vereis, met inbegrip van sulke dienste as wat gewoonlik deur 'n wynkelner verrig word;

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

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

- (a) a cook, less than three years, provided that in the case of an employee who has attended an approved training college for at least twelve months, the period shall be reduced to two years;
- (b) a waiter or wine steward, less than two years provided that in the case of an employee who has attended an approved training college for at least six months, this period shall be reduced to eighteen months;
- (c) an off-sales attendant, less than three years;

"lift attendant" means an employee wholly or mainly engaged in operating a passenger lift;

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

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

"military training" means continuous compulsory military training which an employee is required to undergo in terms of the Defence Act, 1957, as amended, but does not include any training for which he volunteers or which he elects to undergo;

"night watchman" means an employee wholly or mainly engaged in guarding premises, buildings, gates or other property by night and who may in addition polish and clean furniture, boots and premises or light fires, attend to guests on arrival or departure and assist in serving them with meals or refreshments;

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

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

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

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

"page" means a male employee wholly or mainly engaged in running errands, receiving or delivering letters, messages or parcels, attending to bells and telephone calls;

"porter" means an employee who is wholly or mainly engaged in receiving guests, attending to their luggage, to, from and in an establishment and who may in addition be required to answer a telephone, operate a telephone switchboard and who may in addition serve refreshments and meals to guests;

"receptionist" means an employee who receives guests, attends to and keeps a list of bookings, makes out accounts, receives money and issues receipts and who may do clerical work;

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

"six-day establishment" means an establishment where the Liquor and Catering Trade is carried on for six days per week;

"special function" means an entertainment or gathering such as a dinner, dance or reception for the purpose of marking a social event or celebrating an occasion;

"special function employee" means a barman, cook, waiter, wine steward, clerical employee or grade II employee engaged by the hour from outside the establishment's own staff, for a period not exceeding five hours, to work in connection with a special function;

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

"telephone operator" means an employee wholly or mainly engaged in operating a telephone switchboard;

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

"wage, weekly" means the weekly wage prescribed in the Agreement or where a monthly wage has been prescribed, such monthly wage divided by 4½ or where a daily wage has been prescribed such daily wage multiplied by the number of days worked by the employee during the week concerned;

"waiter" means an employee, other than a waiter in a wine and malt establishment, who is mainly engaged in the setting and clearing of tables, serving guests at table or in any part of the building occupied by guests, and who may in addition, answer bells and perform such other services as the comfort and convenience of the hotel guests may require, including such services as are usually performed by a wine steward;

"hoofkelner" 'n werknemer wat uitsluitlik of hoofsaaklik klante na hulle sitplekke neem en algemeen toesig hou oor die diens aan klante; en wat in bevel staan van 'n ondergeskikte personeel kelners;

"leerling-kelner" kyk woordskrywing van "leerling";

"kelner, gekwalifiseer" 'n kelner wat nie meer 'n leerling-kelner is soos in hierdie Ooreenkoms omskryf nie;

"kelner in 'n wyn- en bierinrigting" of "wynkelner in 'n wyn- en bierinrigting" 'n werknemer in 'n wyn- en bierinrigting wat gaste in die sitkamer of ander gedeelte van die gebou wat deur gaste gebruik word, met wyn, en bier en ligte verversings bedien, met inbegrip van sigarette en tabak, maar nie van agter 'n kroegtoonbank bedien nie en wat betaling van gaste kan ontvang vir sulke verversings en ander artikels;

"wynkelner" 'n werknemer, uitgesonderd 'n kroegman, wat drank, ligte verversings of rookgoed aan klante bedien en wat betaling vir sulke artikels wat verskaf is kan ontvang, en wat ook dienste wat gewoonlik deur 'n kelner verrig word, kan uitvoer;

"wynkelner-leerling" kyk woordskrywing van "leerling";

"wynkelner, gekwalifiseer" 'n wynkelner wat nie meer 'n leerling is soos in hierdie Ooreenkoms omskryf nie;

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

4. LONE.

(1) Die minimum loon wat aan ondergenoemde klasse werknemers betaal moet word, is soos volg:—

(a) Werknemers, uitgesonderd los en spesiale funksie-werknemers:—

Klas werknemer.	Per maand. R
Kroegman, klas A:—	
Vir eerste ses maande by 'n werkgever.....	80.00*
Na ses maande ononderbroke diens by dieselfde werkgever.....	90.00*
Leerling-kroegman, klas A:—	
Gedurende eerste ses maande ondervinding....	30.50*
Gedurende tweede ses maande ondervinding....	33.60*
Gedurende derde ses maande ondervinding....	37.75*
Gedurende vierde ses maande ondervinding....	41.90*
Gedurende vyfde ses maande ondervinding....	48.95*
Gedurende sesde ses maande ondervinding....	53.25*
Kroegman, klas B:—	
Vir eerste ses maande diens.....	50.00*
Na ses maande ononderbroke diens by dieselfde werkgever.....	60.00*
Kroegman, klas C.....	66.55
Leerling-kroegman, klas C:—	
Gedurende eerste ses maande ondervinding....	29.65
Gedurende tweede ses maande ondervinding....	33.25
Gedurende derde ses maande ondervinding....	36.45
Gedurende vierde ses maande ondervinding....	40.25
Gedurende vyfde ses maande ondervinding....	44.45
Gedurende sesde ses maande ondervinding....	51.35
Kroegman, klas D.....	41.25
Klerklike werknemer, vrou:—	
Gekwalifiseer.....	43.80†
Ongekwalifiseer:—	
Gedurende eerste jaar ondervinding.....	32.10†
Gedurende tweede jaar ondervinding.....	35.30†
Gedurende derde jaar ondervinding.....	37.30†
Gedurende vierde jaar ondervinding.....	40.60†
Klerklike werknemer, man:—	
Gekwalifiseer.....	60.20†
Ongekwalifiseer:—	
Gedurende eerste jaar ondervinding.....	43.80†
Gedurende tweede jaar ondervinding.....	47.30†
Gedurende derde jaar ondervinding.....	50.70†
Gedurende vierde jaar ondervinding.....	54.50†
Gedurende vyfde jaar ondervinding.....	56.50†
Hoofkok.....	90.00*
Kok, gekwalifiseer.....	44.45*
Kok, gekwalifiseer (met sertifikaat).....	60.00*
Leerling-kok:—	
Gedurende eerste ses maande ondervinding....	14.65*
Gedurende tweede ses maande ondervinding....	15.65*
Gedurende derde ses maande ondervinding....	18.00*
Gedurende vierde ses maande ondervinding....	21.30*
Gedurende vyfde ses maande ondervinding....	27.00*
Gedurende sesde ses maande ondervinding....	29.65*
Graad II-werknemer.....	17.70†
Huishoudster.....	40.00†
Binnemeisie of kamermeisie.....	18.00†
Algemene werksman.....	35.00*
Wasseryman, vroulik.....	31.00†
Wasseryman, man.....	40.00†
Hyserbediener.....	17.70†
Nagwag.....	23.00†

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

"waiter, learner," see definition of "learner";

"waiter, qualified," means a waiter who is no longer a learner waiter as defined in this Agreement;

"waiter in a wine and malt establishment" or "wine steward in a wine and malt establishment" means an employee who is engaged in a wine and malt establishment in serving guests in the lounge or other portion of the building used by guests with wine, ale and light refreshments, including cigarettes and tobacco, excluding serving from behind a bar counter and who may accept payment from guests for such refreshments and other articles;

"wine steward" means an employee, other than a barman, who is engaged in serving liquor, light refreshments or smoking requisites to customers and who may accept payment for such articles as have been supplied and who may also perform such duties as are usually carried out by a waiter;

"wine steward, learner,"—see definition of "learner";

"wine steward, qualified," means a wine steward who is no longer a learner as defined in this Agreement;

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

4. WAGES.

(1) The minimum wage that shall be paid to the under-mentioned classes of employees shall be as follows:—

(a) Employees, other than casual and special function employees:—

Class of Employee.	Per Month. R
Barman, Class A—	
For first six months of service.....	80.00*
After six months unbroken service with the same employer.....	90.00*
Barman, Class A, learner—	
During first six months of experience.....	30.50*
During second six months of experience.....	33.60*
During third six months of experience.....	37.75
During fourth six months of experience.....	41.90*
During fifth six months of experience.....	48.95*
During sixth six months of experience.....	53.25*
Barman, Class B—	
For first six months of service.....	50.00*
After six months unbroken service with the same employer.....	60.00*
Barman, Class C.....	66.55
Barman, Class C, learner—	
During first six months of experience.....	29.65
During second six months of experience.....	33.25
During third six months of experience.....	36.45
During fourth six months of experience.....	40.25
During fifth six months of experience.....	44.45
During sixth six months of experience.....	51.35
Barman, Class D.....	41.25
Clerical Employee, female—	
Qualified.....	43.80†
Unqualified—	
During first year of experience.....	32.10†
During second year of experience.....	35.30†
During third year of experience.....	37.30†
During fourth year of experience.....	40.60†
Clerical Employee, male—	
Qualified.....	60.20†
Unqualified—	
During first year of experience.....	43.80†
During second year of experience.....	47.30†
During third year of experience.....	50.70†
During fourth year of experience.....	54.50†
During fifth year of experience.....	56.50†
Cook, Chief.....	90.00*
Cook, Qualified.....	44.45*
Cook, Qualified (with certificate).....	60.00*
Cook, Learner—	
During first six months of experience.....	14.65*
During second six months of experience.....	15.65*
During third six months of experience.....	18.00*
During fourth six months of experience.....	21.30*
During fifth six months of experience.....	27.00*
During sixth six months of experience.....	29.65*
Grade II Employee.....	17.70†
Housekeeper.....	40.00†
Housemaid or chambermaid.....	18.00†
Handyman.....	35.00*
Laundryman, Female.....	31.00†
Laundryman, Male.....	40.00†
Lift Attendant.....	17.70†
Nightwatchman.....	23.00†

<i>Klas werknemer.</i>	<i>Per maand. R</i>
Buiteverkoopbediener, behalwe in wyn- en bierinrigtings:—	
Vrou, gekwalifiseer.....	55.00†
Vrou, leerling:—	
Gedurende eerste jaar ondervinding.....	22.70‡
Gedurende tweede jaar ondervinding.....	29.00‡
Gedurende derde jaar ondervinding.....	35.40‡
Man, gekwalifiseer.....	75.00‡
Man, leerling:—	
Gedurende eerste jaar ondervinding.....	23.10‡
Gedurende tweede jaar ondervinding.....	31.00‡
Gedurende derde jaar ondervinding.....	45.80‡
Buiteverkoopbediener in wyn- en bierinrigtings:—	
Vrou, gekwalifiseer.....	50.10
Vrou, leerling:—	
Gedurende eerste jaar ondervinding.....	21.30
Gedurende tweede jaar ondervinding.....	27.00
Gedurende derde jaar ondervinding.....	32.75
Man, gekwalifiseer.....	65.00
Man, leerling:—	
Gedurende eerste jaar ondervinding.....	22.70
Gedurende tweede jaar ondervinding.....	28.70
Gedurende derde jaar ondervinding.....	41.60
Joggie:—	
Gedurende eerste ses maande ondervinding....	14.00*
Gedurende tweede ses maande ondervinding....	16.30*
Gedurende derde ses maande ondervinding....	17.50*
Gedurende vierde ses maande ondervinding....	19.00*
Daarna.....	34.00*
Portier.....	34.00*
Telefonis.....	21.70‡
Hoofkelner:—	
In inrigtings met ses of meer kelners in diens..	38.10*
In inrigtings met minder as ses kelners in diens	35.00*
Kelner, gekwalifiseer.....	34.00*
Leerling-kelner:—	
Gedurende eerste ses maande ondervinding....	14.00*
Gedurende tweede ses maande ondervinding....	16.30*
Gedurende derde ses maande ondervinding....	17.50*
Gedurende vierde ses maande ondervinding....	19.00*
Kelner, wyn- en bierinrigting.....	18.00
Wynkelner, gekwalifiseer.....	34.00*
Leerling-wynkelner:—	
Gedurende eerste ses maande ondervinding....	14.00*
Gedurende tweede ses maande ondervinding....	16.30*
Gedurende derde ses maande ondervinding....	17.50*
Gedurende vierde ses maande ondervinding....	19.00*
Wynkelner, wyn- en bierinrigting.....	18.00

(b) Los werknemers:—

	<i>Dagloon.</i>	
	<i>Minder as vyf uur.</i>	<i>Vyf tot nege uur.</i>
	<i>R</i>	<i>R</i>
Kroegman, klas A.....	2.90	3.80*
Kroegman, klas B.....	1.40	2.00*
Kroegman, klas C.....	1.50	2.30
Kroegman, klas D.....	1.10	1.50
Klerklike werknemer.....	1.60	2.50*
Kok.....	1.90	2.60*
Graad II-werknemer.....	0.40	0.55*
Buiteverkoopbediener.....	1.50	3.00*
Kelner.....	1.70	2.20*
Hoofkelner.....	2.40	3.20*

(c) Spesiale funksie-werknemers:—

	<i>Loon per uur of gedeelte daarvan.</i>
	<i>c</i>
Kroegman, klas A.....	50
Kroegman, klas B.....	30
Kroegman, klas C.....	25
Kroegman, klas D.....	20
Klerklike werknemer.....	30
Kok.....	30
Graad II-werknemer.....	10
Kelner of wynkelner.....	25

* Plus gratis etes terwyl aan diens.

† Plus gratis etes en huisvesting.

‡ Plus gratis middagete terwyl aan diens.

(2) Geen leerling mag as 'n los werknemer in diens geneem word teen 'n laer loon as wat voorgeskryf word vir gekwalifiseerde werknemers in 'n inrigting vir die klas werk waarin die leerling in diens is nie.

<i>Class of Employee.</i>	<i>Per Month. R</i>
Off-sales Attendant other than in wine and malt establishment—	
Female, qualified.....	55.00‡
Female, learner—	
During first year of experience.....	22.70‡
During second year of experience.....	29.00‡
During third year of experience.....	35.40‡
Male, qualified.....	75.00‡
Male, learner—	
During first year of experience.....	23.10‡
During second year of experience.....	31.00‡
During third year of experience.....	45.80‡
Off-sales Attendant in wine and malt establishment—	
Female, qualified.....	50.10
Female, learner—	
During first year of experience.....	21.30
During second year of experience.....	27.00
During third year of experience.....	32.75
Male, qualified.....	65.00
Male, learner—	
During first year of experience.....	22.70
During second year of experience.....	28.70
During third year of experience.....	41.60
Page:—	
During first six months of experience.....	14.00*
During second six months of experience.....	16.30*
During third six months of experience.....	17.50*
During fourth six months of experience.....	19.00*
Thereafter.....	34.00*
Porter.....	34.00*
Telephone Operator.....	21.70‡
Waiter, Head, in establishments employing—	
six or more waiters.....	38.10*
less than six waiters.....	35.00*
Waiter, qualified.....	34.00*
Waiter, Learner—	
During first six months of experience.....	14.00*
During second six months of experience.....	16.30*
During third six months of experience.....	17.50*
During fourth six months of experience.....	19.00*
Waiter, wine and malt establishment.....	18.00
Wine Steward, qualified.....	34.00*
Wine Steward, learner—	
During first six months of experience.....	14.00*
During second six months of experience.....	16.30*
During third six months of experience.....	17.50*
During fourth six months of experience.....	19.00*
Wine Steward, wine and malt establishment.....	18.00

(b) Casual Employees:—

	<i>Daily Wage.</i>	
	<i>Less than five hours.</i>	<i>Five to nine hours.</i>
	<i>R</i>	<i>R</i>
Barman, Class A.....	2.90	3.80*
Barman, Class B.....	1.40	2.00*
Barman, Class C.....	1.50	2.30
Barman, Class D.....	1.10	1.50
Clerical Employee.....	1.60	2.50*
Cook.....	1.90	2.60*
Grade II Employee.....	0.40	0.55*
Off-sales Attendant.....	1.50	3.00*
Waiter.....	1.70	2.20*
Waiter, Head.....	2.40	3.20*

(c) Special Function Employees:—

	<i>Wage per hour or part thereof.</i>
	<i>c</i>
Barman, Class A.....	50
Barman, Class B.....	30
Barman, Class C.....	25
Barman, Class D.....	20
Clerical Employee.....	30
Cook.....	30
Grade II Employee.....	10
Waiter or Wine Steward.....	25

* Plus free meals while on duty.

† Plus board and lodging free of charge.

‡ Plus lunch free of charge while on duty.

(2) No learner shall be employed as a casual employee at a lower wage than is prescribed for qualified employees in an establishment for the class of work on which such learner is employed.

(3) In die geval van werknemers, uitgesonderd los werknemers of spesiale funksie-werknemers, moet die werkgever, indien geen etes of huisvesting verskaf word soos bepaal in subklousule (1) nie, die werknemer in plaas daarvan en wel op die gewone betaaldag, bo en behalwe sy loon, minstens ondervermelde bedrae betaal:—

	Per maand.	
	Graad II-werknemer.	Enige ander werknemer.
	R	R
Etes.....	3.00	9.00
Huisvesting.....	1.25	5.00
Etes en huisvesting.....	4.25	14.00

of wanneer 'n werknemer geregtig is op gratis etes wat binne sy werkure val, en dié etes nie verskaf word nie, die werknemer in plaas daarvan 'n toelae van 10c. per maal betaal; voorts met dien verstande dat waar vereis word dat 'n werknemer wat as gevolg van omstandighede buite sy beheer ver van sy gewone woonplek af werk, op sy werkgever se perseel moet woon, die werknemer geregtig is op gratis huisvesting.

(4) 'n Werkgever wat op enige dag van 'n lid van een klas van sy werknemers vereis of hom toelaat om werk van 'n ander klas te verrig, hetsy benewens sy eie werk of in plaas daarvan, waarvoor of—

- 'n hoër loon as dié van sy eie klas; of
- 'n stygende loonskaal wat uitloop op 'n loon hoër as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet dié werknemer vir die tyd aldus gewerk—

- in die geval genoem in paragraaf (a), minstens die loon op die hoër skaal bereken, betaal; en
- in die geval genoem in paragraaf (b), minstens die loon bereken op die hoogste skaal vir die hoër klas;

met dien verstande dat waar die verskil tussen klasse ingevolge subklousule (1) gebaseer word op ondervinding of geslag, die bepaling van dié subklousule nie van toepassing is nie.

(5) Niets in die Ooreenkoms kan dié loon verlaag wat aan 'n werknemer vóór die datum van inwerkingtreding van die Ooreenkoms betaal is nie.

(6) Sodra hierdie Ooreenkoms in werking tree sal dit verpligtend wees vir alle leerling-kelners om 'n opleidingskollege by te woon wat deur die Raad erken word.

Dié bywoning moet vir 'n tydperk van minstens 12 maande geskied en bywoning moet buite die gewone werkure van die betrokke werknemers plaasvind. Alle gelde verskuldig ten opsigte van dié bywoning moet deur die werkgevers van die betrokke werknemers betaal word.

(7) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat betaalbaar is ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos gewysig. Indien die lewenskostoelae wat kragtens genoemde Oorlogsmaatreël of enige vervangende maatreël betaalbaar is, in so 'n mate verhoog word dat 'n werknemer op meer besoldiging geregtig word as dié wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag wat minstens so groot is as die bedrag wat meer as sy vorige loon is.

5. BETALING VAN BESOLDIGING.

(1) (a) Die besoldiging van werknemers, uitgesonderd los werknemers, is verskuldig en moet in kontant betaal word op die gewone betaaldag wat die laaste werkdag van die maand moet wees in die geval van maandeliks betaalde werknemers en op of voor Vrydag in die geval van weekliks betaalde werknemers, en moet in 'n kovert of ander houer wees en vergesel gaan van 'n staat wat die werkgever en werknemer se name aantoon, die werknemer se beroep, die tydperk van gewone tyd gewerk, die getal oortydure gewerk, die verskuldigde loon en die tydperk ten opsigte waarvan betaling gemaak word; met dien verstande dat as die dienskontrak van 'n werknemer voor die gewone betaaldag van die werknemer eindig, dié besoldiging aan hom verskuldig, onmiddellik by dié beëindiging betaal moet word.

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

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

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

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

(5) 'n Werkgever mag geen afrekkings hoegenaamd, uitgesonderd ondergenoemdes, van die besoldiging van sy werknemer maak nie:—

- Behalwe waar anders in die Ooreenkoms bepaal, wanneer 'n werknemer afwesig van sy werk is, behalwe op las of op versoek van sy werkgever, 'n aftrekking eweredig met die tydperk van afwesigheid en bereken op die basis van die loon wat die werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir verlof, siekte-, versekerings-, voorsorg- en/of pensioenfondse.
- Bydraes aan die fondse van die Raad moet ingevolge klousule 14 van die Ooreenkoms afgetrek word.

(3) In the case of employees other than casual employees or special function employees, if no food or quarters are provided as laid down in sub-clause (1) the employer shall pay to the employee in lieu thereof on the usual pay-day in addition to his wages not less than the following amounts:—

	Per Month.	
	Grade II Employee.	Any Other Employee.
	R	R
Board.....	3.00	9.00
Lodging.....	1.25	5.00
Board and Lodging.....	4.25	14.00

or when an employee is entitled free of charge to meals which fall within his working hours and such meals are not provided an allowance of 10 cents per meal shall be paid to such employee in lieu thereof, provided further that where an employee through circumstances beyond his control is required to live on the employer's premises occasioned by distance of travel to his ordinary place or residence such employee shall be entitled to receive lodging free of charge.

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

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

is prescribed in sub-clause (1), shall pay to such employee for the time so worked—

- in the case referred to in paragraph (a), not less than the wages calculated on the higher rate; and
- in the case referred to in paragraph (b) not less than the wages calculated on the highest rate for the higher class;

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

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

(6) Immediately upon the coming into operation of this Agreement it shall be compulsory for all learner waiters to attend a training college recognised by the Council.

Such attendance shall be for a period of at least twelve months and attendances shall take place outside the normal working hours of the employees concerned. All fees due in respect of such attendance shall be payable by the employers of the employees concerned.

(7) The wages prescribed in this clause 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 the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

(1) (a) The remuneration of employees other than casual employees shall become due and be paid in cash on the usual pay-day which shall be the last working day of the month in the case of monthly paid employees and not later than Friday in the case of weekly paid employees, and shall be contained in an envelope or other container and be accompanied by a statement, showing the employer's and employee's names, the employee's occupation, the period of ordinary time worked, the number of overtime hours worked, the wages due and the period in respect of which payment is made provided that if the contract of employment of an employee terminated before the usual pay-day of such employee, the remuneration due to him shall be paid immediately on such termination.

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

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

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

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

(5) An employer shall make no deductions of any kind other than the following from the remuneration of his employee:—

- 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 wages which 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, provident and/or pension funds.
- Contribution to Council funds shall be deducted in terms of clause 14 of this Agreement.

- (d) Waar 'n werkgewer by wet of ordonnansie of regsgeeding verplig is om namens 'n werkgewer enige bedrag te betaal, kan enige bedrag aldus betaal, afgetrek word.
- (e) Met die skriftelike toestemming van die werknemer kan 'n bedrag van R14.00 per maand vir etes en huisvesting van die loon van 'n kroegman klas A, aan wie etes en huisvesting verskaf word, afgetrek word.
- (f) Met die skriftelike toestemming van die werknemer kan 'n bedrag van R5.00 per maand vir huisvesting afgetrek word van die loon van 'n werknemer, uitgesonderd 'n kroegman klas A, waar huisvesting verskaf word aan werknemers wat nie geregtig is op sodanige huisvesting ingevolge klousule 4 (1) (a) nie.
- (g) Aftrekkings vir ledegeld vir die fondse van die vakvereniging.

6. JEUGDIGES.

- (1) Geen jeugdige onder die leeftyd van 18 jaar mag in die beperkte gedeelte van 'n inrigting, soos by die Drankwet, 1928, omskryf, in diens wees nie.
- (2) Geen jeugdige onder die leeftyd van 16 jaar mag in diens wees in enige gedeelte van enige inrigting nie.

7. WERKURE.

(1) (a) Die gewone werkure van 'n kroegman klas A, kroegman klas B en 'n leerling-kroegman klas A is hoogstens III in 14 dae en 9 op 'n bepaalde dag, wat binne 'n werkdag van 14½ uur voltooi moet word. In 'n sewedaagse inrigting kan van 'n kroegman vereis word om al om die ander Sondag hoogstens 7½ uur te werk, maar die maksimum getal gewone werkure vir elke 14 dae moet 111 bly.

(b) Die gewone werkure van 'n kroegman klas C of D of leerling-kroegman klas C is hoogstens 54 in 'n week en 9 op 'n dag.

(c) Die gewone werkure van 'n "los" kroegman in 'n week is hoogstens 6 dae van 9 uur elk of altesaam 54.

(d) Aan alle kroegmanne, uitgesonderd "los" kroegmanne, moet een vry aand per week gegee word, wat nie later nie as 7.30 nm. begin maar so 'n vry aand moet nie op Vrydag, Saterdag of Sondag geneem word nie.

(2) Enige kroegman van wie vereis of wat toegelaat word om langer te werk as die ure in subklousules (1) (a) en (b) van hierdie klousule voorgeskryf, moet vir dié oortyd betaal word teen 50c per uur of deel van 'n uur; met dién verstande dat waar oortyd wat op 'n weeklikse of tweeweklikse basis bereken word, verskil van dié op 'n daaglikse basis bereken, die gunstigste basis vir 'n werknemer aanvaar moet word, en by die toepassing van dié klousule moet oortyd verskuldig aan 'n werknemer wat in subklousule (1) (a) van hierdie klousule genoem word, ondanks die bepalings van klousule 5 (1), tweewekliks vasgestel word en op die eerste daaropvolgende betaaldag betaal word.

Oortydloos aan los kroegmanne verskuldig, moet betaal word aan die einde van 'n week se werk, of by beëindiging van hul werk as die tydperk minder as een week is.

(3) (a) In 'n ander inrigting as 'n wyn- en bierinrigting moet die gewone werkure van 'n werknemer, uitgesonderd 'n kroegman en 'n graad II-werknemer, behoudens soos bepaal in paragraaf (c), in enige week hoogstens 6 dae elk van 9 uur wees, wat binne 'n werkdag van 14½ uur voltooi moet word. Vir tyd wat op enige dag buite die werkdag in hierdie subklousule voorgeskryf, gewerk word, moet 'n werknemer die uurloon plus 100 persent betaal word.

Die gewone werkure van 'n graad II-werknemer in 'n ander inrigting as 'n wyn- en bierinrigting is in enige bepaalde week 6 dae van 9 uur wat binne 'n werkdag van 14½ uur voltooi moet word en 1 dag van 5 uur wat voor of om 2.30 nm. voltooi moet wees. Vir tyd wat op enige dag buite die werkdag in hierdie subklousule voorgeskryf, gewerk word, moet 'n werknemer die uurloon plus 100 persent betaal word.

(b) In 'n wyn- en bierinrigting is die gewone werkure van 'n werknemer, uitgesonderd 'n kroegman en 'n graad II-werknemer, behoudens soos bepaal in paragraaf (c) van hierdie klousule, hoogstens 54 per week, en 9 per dag, en in die geval van 'n graad II-werknemer, 60 per week of 10 per dag.

(c) Die werkure van buiteverbruikbedieners is soos volg:—
Maandae tot Donderdae: 9 vm. tot 6 nm.
Vrydae: 9 vm. tot 7 nm.
Saterdae: 9 vm. tot 2 nm.

met een uur elke dag vry, uitgesonderd op Saterdag.

(d) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om langer as 6 uur op 'n dag sonder onderbreking van minstens 'n halfuur te werk nie wat vir die berekening van die werkdag ingesluit moet word.

(4) 'n Werknemer, uitgesonderd 'n kroegman, van wie vereis of wat toegelaat word om op 'n dag meer as die gewone werkure vir daardie dag te werk, moet vir die oortyd die uurloon plus 50 persent betaal word vir elke uur of gedeelte van 'n uur aldus gewerk en die betaling moet gedoen word afgesien van en benewens oortyd waarvoor ingevolge subklousule (3) (a) betaal moet word; waar oortyd bereken op 'n weeklikse basis ingevolge hierdie klousule, verskil van dié bereken op 'n daaglikse basis, moet die gunstigste basis vir die werknemer aangeneem word.

(5) (a) In inrigtings, uitgesonderd wyn- en bierinrigtings, moet aan graad II-werknemers een volle werkdag elke maand deur die werkgewers vry gegee word.

- (d) Where an employer is compelled by law or Ordinance or legal process to make payment for or on behalf of an employee any amount so paid may be deducted.
- (e) With the written consent of the employees a sum of R14 per month for board and lodging may be deducted from the wage of a class A barman to whom such board and lodging is supplied.
- (f) With the written consent of the employee a sum of R5 per month for lodging may be deducted from the wages of an employee, other than a class A barman where lodging is supplied to employees who are not entitled to such lodging under clause 4 (1) (a).
- (g) Deductions for subscriptions to the funds of the trade union.

6. JUVENILES.

(1) No juvenile under the age of 18 years shall be employed in the restricted portion of any establishment as defined in the Liquor Act, 1928, as amended.

(2) No juvenile under the age of 16 years shall be employed in any portion of any establishment.

7. HOURS OF WORK.

(1) (a) The ordinary working hours of a class A barman, a class B barman and a learner class A barman shall not exceed in any one fortnight 111 and on any one day 9, to be completed within a spreadover of 14½ hours. In a seven-day establishment a barman may not be required to work for more than 7½ hours on alternate Sundays, but the maximum number of ordinary working hours in any one fortnight shall remain 111.

(b) The ordinary working hours of a class C or D or learner class C barman shall not exceed in any one week 54 and on any one day 9.

(c) The ordinary working hours of a "casual" barman shall not exceed in any one week six days of 9 hours each or 54 in all.

(d) All barmen, other than "casual" barmen, shall be given one evening, commencing not later than 7.30 p.m. off per week, such evening, however, shall not be taken on either a Friday, Saturday or Sunday.

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

Overtime due to casual barmen shall be paid at the conclusion of a week's work or on conclusion of their work if the period is less than one week.

(3) (a) In an establishment, other than a wine and malt establishment, the ordinary working hours of an employee other than a barman and a grade II employee shall subject to the provisions of paragraph (c) not exceed in any one week six days each of nine hours to be completed within a spreadover of 14½ hours. For time worked on any day outside of the spreadover prescribed in this sub-clause an employee shall be paid the hourly wage plus 100 per cent.

The ordinary working hours of a grade II employee in an establishment other than a wine and malt establishment shall in any one week be six days of nine hours to be completed within a spreadover of 14½ hours and one day of five hours to be completed not later than 2.30 p.m. For time worked on any day outside the spreadover prescribed in this sub-clause an employee shall be paid the hourly wage plus 100 per cent.

(b) In a wine and malt establishment the ordinary working hours of an employee other than a barman and a grade II employee shall, subject to the provisions of paragraph (c) of this clause, not exceed in any one week 54 and on any one day 9 and in the case of a grade II employee 60 per week or 10 per day.

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

Mondays to Thursdays: 9 a.m. to 6 p.m.

Fridays: 9 a.m. to 7 p.m.

Saturdays: 9 a.m. to 2 p.m.

with one hour of each day, except Saturday.

(d) No employer shall require or permit an employee to work on any one day for longer than six hours without a break of at least half an hour, which shall be included for the purpose of calculating the spreadover.

(4) An employee, other than a barman, who is required or allowed to work on any day in excess of the ordinary working hours for such day shall for such excess time be paid the hourly wage plus 50 per cent for every hour or part of any hour so worked and such payment shall be made irrespective of and in addition to any overtime payable in terms of sub-section (3) (a); where overtime calculated on a weekly basis in terms of this clause differs from that calculated on a daily basis, the basis more favourable to the employee shall be adopted.

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

(b) In plaas van die tydperk wat aan graad II-werknemers vry gegee word kragtens klousules 7 (3) (a) en 7 (5) (a) moet hulle drie volle dae per maand vrygegee word wat afsonderlik met tussenpose van ongeveer 10 dae geneem moet word.

(6) 'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om langer as 18 uur oortyd in enige bepaalde 14 dae te werk nie.

(7) Oortyd beteken ure wat, benewens die getal gewone werkeure wat in hierdie klousule voorgeskryf is, gewerk word.

(8) Elke werkgewer moet op 'n opvallende plek, wat vir al sy werknemers toeganklik is, 'n werkrooster vertoon met vermelding van die naam van elke werknemer (uitgesonderd 'n los werknemer of 'n spesiale funksie-werknemer), die dae en die gewone ure waarop en waarin elke sodanige werknemer gedurende die volgende 7 dae moet werk.

8. REGISTERS.

Elke werkgewer moet te alle tye 'n register byhou van lone betaal en ure gewerk, soos in die vorm voorgeskryf by die Wet.

9. VERHOUDINGSYFER VAN WERKNEMERS.

(1) 'n Werkgewer mag nie—

(a) 'n leerling-kroegman klas A in diens neem nie, tensy hy in sy diens 'n kroegman klas A het en vir elke kroegman klas A in diens, moet hy hoogstens een leerling-kroegman klas A in diens neem; met dien verstande dat by die toepassing van hierdie subklousule 'n werkgewer wat as 'n kroegman optree, nie as 'n kroegman in diens geag moet word nie;

(b) 'n leerling-kelner in diens neem nie, tensy hy in sy diens minstens twee gekwalifiseerde kelners het, en vir elke twee gekwalifiseerde kelners in diens, moet hy hoogstens een leerling-kelner in diens neem;

(c) 'n leerling-kok in diens neem nie, tensy hy minstens een gekwalifiseerde kok in diens het en vir elke gekwalifiseerde kok in diens, moet hy hoogstens een leerling-kok in diens neem; met dien verstande dat 'n werkgewer wat aktief besig is in sy eie inrigting in die werk van 'n kok, as hy die goedkeuring van die Raad vooraf verkry het, as 'n gekwalifiseerde kok geag kan word; met dien verstande verder dat hy sy naam in die tyd- en loonregister laat verskyn terwyl hy aldus werksaam is;

(d) in wyn- en bierinrigtings 'n leerling-kroegman klas C in diens neem nie, tensy hy minstens een kroegman klas C in diens het, en vir elke kroegman klas C in diens, moet hy hoogstens een leerling-kroegman klas C in diens neem; met dien verstande dat vir die toepassing van hierdie subklousule 'n werkgewer wat aktief besig is in sy eie inrigting as 'n kroegman, as hy die goedkeuring van die Raad vooraf verkry het, as 'n kroegman klas C geag kan word; met dien verstande verder dat hy sy naam in die tyd- en loonregister laat verskyn terwyl hy aldus werksaam is;

(e) 'n ongekwalifiseerde manlike of vroulike buitewerkoopbediener in diens neem nie, tensy hy in diens minstens onderskeidelik een gekwalifiseerde manlike of vroulike buitewerkoopbediener het en vir elke gekwalifiseerde manlike of vroulike buitewerkoopbediener in diens, moet hy hoogstens onderskeidelik een ongekwalifiseerde manlike of vroulike buitewerkoopbediener in diens neem.

(2) Los werknemers word nie vir die toepassing van hierdie klousule geag in diens te wees nie.

(3) Hierdie klousule is afsonderlik op elke inrigting van 'n werkgewer van toepassing.

(4) Vir die toepassing van hierdie klousule word 'n ongekwalifiseerde werknemer wat minstens die loon van 'n gekwalifiseerde werknemer van sy klas ontvang, as 'n gekwalifiseerde werknemer gereken.

10. DIENSSERTIFIKAAT.

(1) Elke werkgewer moet aan elke werknemer 'n dienssertifikaat kosteloos uitreik wanneer hy die werkgewer se diens verlaat. Die sertifikaat moet die werknemer se volle naam, adres, ouderdom en beroep aantoon, asook die loonskaal waarop hy geregtig was en die werklike loon wat aan hom betaal is. Dit moet ook die datums aantoon waarop die werknemer tot die diens van die werkgewer toegetree het en die diens verlaat het, en in die voorgeskrewe vorm, die rede waarom hy die diens verlaat het. Daarbenewens moet die sertifikaat die naam van die vorige werkgewer van die werknemer aandui as dit verkrygbaar is.

(2) 'n Oorspronklike en drie kopieë van elke sertifikaat wat uitgereik is, moet gemaak en binne sewe dae as volg oor beskik word:—

- Die oorspronklike aan die werknemer.
- Een kopie aan die Sekretaris van die Raad, Posbus 267, Pietermaritzburg.
- Een kopie aan die Sekretaris van die Werknemersvakbond, Posbus 720, Pietermaritzburg.
- Een kopie aan die werkgewer vir bewaring.

11. JAARLIKSE VERLOF.

(1) (a) Alle werknemers, uitgesonderd graad II-werknemers, los of spesiale funksie-werknemers, moet ten opsigte van elke 49 weke diens by dieselfde werkgewer drie weke verlof met volle besoldiging toegestaan word. Die werkgewer kan die tyd vasstel waarop die verlof geneem kan word, maar as die werkgewer nog nie aan sy werknemer sy verlof vroeër toegestaan het nie, moet

(b) Alternatief tot die off duty periods allowed to grade II employees under clause 7 (3) (a) and clause 7 (5) (a), they shall be granted three full days off duty per month to be taken separately at intervals of approximately 10 days.

(6) An employer shall not require or permit his employee to work overtime for more than eighteen hours in any one fortnight.

(7) Overtime means hours worked in excess of the number of ordinary hours of work prescribed in this clause.

(8) Each employer shall exhibit in a conspicuous place available to all employees a time table showing the name of each employee (other than a casual or special function employee) the days and the ordinary hours on and during which each such employee is to work during the succeeding seven days.

8. RECORDS.

Every employer shall at all times keep records of wages paid and hours of work in the form prescribed by the Act.

9. PROPORTION OR RATIO OF EMPLOYEES.

(1) An employer shall not employ—

(a) a learner class A barman unless he has in his employ a class A barman, and for each class A barman employed, he shall not employ more than one learner class A barman; provided that for the purpose of this sub-clause an employer engaged as a barman shall not be regarded as a barman employed;

(b) a learner waiter unless he has in his employ not less than two qualified waiters, and for each two qualified waiters employed he shall not employ more than one learner waiter;

(c) a learner cook unless he has in his employ not less than one qualified cook and for each qualified cook employed he shall not employ more than one learner cook, provided that an employer who is actively engaged in his own establishment in the work of a cook may, with the prior approval of the Council, be deemed to be a qualified cook; provided further he causes his name to appear in the time and wage register while so engaged;

(d) in wine and malt establishments, a learner class C barman unless he has in his employ not less than one class C barman, and for each class C barman employed, he shall not employ more than one learner class C barman; provided that for the purpose of this sub-clause an employer who is actively engaged in his own establishment as a barman may, with the prior approval of the Council be deemed to be a class C barman; provided further he causes his name to appear in the time and wage register while so engaged;

(e) an unqualified male or female off-sales attendant unless he has in his employ not less than one qualified male or female off-sales attendant respectively, and for each qualified male or female off-sales attendant employed he shall not employ more than one unqualified male or female off-sales attendant respectively.

(2) Casual employees shall not be deemed as being employed for any of the purposes of this clause.

(3) This clause shall apply separately to each establishment of an employer.

(4) For the purposes of this clause an unqualified employee who is receiving the wage of not less than the wage of a qualified employee of his class shall be deemed to be a qualified employee.

10. CERTIFICATE OF SERVICE.

(1) Every employer shall issue a certificate of service free of charge to each employee at the time when he leaves such employer's service. The certificate shall show the employee's name in full, his address, age and occupation, the rate of pay to which he was entitled and the actual wage paid to him. It shall also show the dates of the employee's entering and leaving the service of the employer and, in the prescribed form, the reason for his leaving. In addition the certificate shall also show the name of the previous employer of the employee, if ascertainable.

(2) An original and three copies of each certificate issued shall be made and disposed of within seven days as follows:—

- The original to the employee.
- One copy to the Secretary of the Council, P.O. Box 267, Pietermaritzburg.
- One copy to the Secretary of the Employees' Union, P.O. Box 720, Pietermaritzburg.
- One copy to be retained by the employer.

11. ANNUAL LEAVE.

(1) (a) All employees, other than grade II employees, casual, or special function employees, shall be given in respect of each 49 weeks of employment with the same employer three week's leave of absence on full pay. The employer may fix the time when such leave may be taken, but should the employer not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence

die verlof toegestaan en geneem word om binne drie maande ná beëindiging van 49 weke diens te begin. Wanneer 'n werknemer se diens vóór die voltooiing van die tydperk van 49 weke beëindig word maar ná een maand se diens in enige bepaalde jaar, moet die werkgever aan die werknemer ten opsigte van elke voltooië week van dié diens drie nege-en-veertigstes van 'n week se loon betaal teen die loonskaal wat die werknemer ontvang het toe sy diens beëindig is.

(b) Graad II-werknemers moet ten opsigte van elke 50 weke werk by dieselfde werkgever twee weke verlof met volle besoldiging toegestaan word. Die werkgever moet die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgever nie die verlof op 'n vroeër datum toegestaan het nie, moet dit so toegestaan en geneem word dat dit binne drie maande ná beëindiging van 50 weke diens begin. 'n Graad II-werknemer wie se diens beëindig word vóór die voltooiing van 50 weke diens by dieselfde werkgever, moet by die beëindiging vir elke week diens by dieselfde werkgever 'n bedrag betaal word gelykstaande met twee vyftigstes van die weekloon wat hy ontvang het ten tyde van die diensbeëindiging; met dien verstande dat hierdie bepaling nie van toepassing is op 'n werknemer wat sy diens uit eie wil verlaat vóór die verstryking van ses maande diens by dieselfde werkgever nie.

(c) 'n Werkgever wat geregtig geword het op verlof voorgeskryf in subklousule (1) en wie se dienskontrak verstryk voordat die verlof toegestaan is, moet by sodanige verstryking en bo en behalwe enige ander besoldiging wat aan hom verskuldig kan wees, die bedrag betaal word wat hy sou ontvang het ten opsigte van die verlof indien die verlof aan hom toegestaan was op die datum van die verstryking.

(2) By die toepassing van die voorafgaande subklousule word 'n werknemer se diens gereken om te begin vanaf—

- (a) die datum waarop die werknemer in die werkgever se diens getree het; of
 - (b) die datum waarop die werknemer laas op verlof met volle besoldiging geregtig geword het.
- (3) Geen werknemer wat met verlof met volle besoldiging is, mag vir 'n loon of enige ander vergoeding werk nie.

(4) Geleentheidsverlof kan van die jaarlikse verlof van elke jaar afgetrek word; met dien verstande dat geen aftrekkings van lone, soos toegelaat by klousule 5 (5) (a) ten opsigte van die geleentheidsverlof gemaak word nie.

(5) Die verloftyd in subklousule (1) bedoel, mag nie saamval met enige tydperk van siekteverlof toegestaan ingevolge klousule 12 nie, ook nie, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met enige tydperk van militêre opleiding nie.

(6) By die toepassing van hierdie klousule word die uitdrukking "diens" gereken enige tydperk of tydperke te omvat waarin 'n werknemer afwesig is—

- (a) met siekteverlof ingevolge klousule 12;
- (b) op las of op versoek van die werkgever;
- (c) gedurende enige tydperk wat dit van hom vereis word om militêre opleiding te ondergaan;

wat altesaam—

- (i) in die geval van 'n werknemer in subklousule (1) (a) bedoel, in enige tydperk van 49 weke, hoogstens sewe weke bedra;
 - (ii) in die geval van 'n werknemer in subklousule (1) (b) bedoel, in enige tydperk van 50 weke, hoogstens sewe weke bedra,
- ten opsigte van items (a) en (b), plus 'n tydperk van hoogstens vier maande van enige opleiding in item (c) bedoel.

12. SIEKTEVERLOF.

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

- (a) dat hy eers vier maande ononderbroke diens by dieselfde werkgever voltooi het;
- (b) dat die werkgever na vier maande en voor die voltooiing van 12 maande se diens aan die werknemer wat van werk afwesig is weens siekte of 'n ongeval, uitgesonderd 'n ongeval waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, soos gewysig, betaalbaar is, een twaalfde van 14 dae siekteverlof vir elke voltooië maand diens moet toestaan;
- (c) dat die werknemer op eie koste 'n doktersertifikaat, deur 'n gekwalifiseerde geneesheer uitgereik, ten opsigte van sy siekte voorleë;
- (d) dat sy siekte nie te wyte is aan oorsake binne sy beheer nie; en
- (e) dat waar die verlof van 14 dae nie in een bepaalde jaar geneem word nie, dit oplopend is tot 'n tydperk van hoogstens ses weke; en voorts met dien verstande dat ingeval 'n werkgever by wet verplig is om hospitaalgeld ten opsigte van enige werknemer in hierdie Wet genoem, te betaal, en dit wel betaal, die betaalde bedrag afgetrek mag word van die betaling verskuldig ten opsigte van siekte ingevolge hierdie klousule, maar hoogstens die bedrag wat betaalbaar is ten opsigte van enige tydperk van siekte waarvoor voorsiening hierin gemaak word.

(2) By die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge klousule 11;
- (b) op las of op versoek van sy werkgever;

within three months after the termination of 49 weeks' employment. When an employee's employment is terminated before the completion of the period of 49 weeks but after one month's employment in any one year, the employer shall pay to the employee in respect of each completed week of such employment three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(b) Grade II employees shall in respect of each 50 weeks' work with the same employer be granted two weeks' leave of absence on full pay. The employer shall fix the time when such leave shall be taken but should the employer not have granted the leave at an earlier date it shall be granted and taken so as to commence within three months from the termination of 50 weeks' employment. A grade II employee whose employment is terminated before the completion of 50 weeks' employment with the same employer shall upon such termination be paid in respect of each week of employment with the same employer an amount equivalent to two-fiftieths of the weekly wage he was receiving when his employment was terminated; provided that this provision shall not apply to an employee who relinquishes his employment of his own accord before the expiration of six months' employment with the same employer.

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

(2) For the purpose of the preceding sub-clause an employee's employment shall be deemed to commence from—

- (a) the date on which the employee entered the employer's employment; or
 - (b) the date on which the employee last became entitled to leave on full pay.
- (3) No employee shall work for wages or any other consideration while on leave of absence on full pay.

(4) Casual leave of absence may be deducted from the annual leave of each year; provided no deductions from wages, as permitted by clause 5 (5) (a) is made in respect of such absence.

(5) The period of leave referred to in sub-clause (1) shall not run concurrently with any period of sick leave granted in terms of clause 12 nor, unless the employee so requests and the employer agrees in writing, with the period of military training.

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

- (a) on sick leave in terms of clause 12;
- (b) on the instructions or at the request of the employer;
- (c) during any period he is required to undergo military training,

amounting in the aggregate—

- (i) in the case of an employee referred to in sub-clause 1 (a), in any period of 49 weeks to not more than seven weeks;
 - (ii) in the case of an employee referred to in sub-clause 1 (b), in any period of 50 weeks to not more than seven weeks,
- in respect of items (a) and (b), plus a period not exceeding four months of any training referred to in item (c).

12. SICK LEAVE.

(1) Each employee shall be entitled to 14 days' sick leave on full pay during each year of employment with the same employer, provided that—

- (a) he first completes four months' continuous employment with the same employer;
- (b) the employer after four months' and before the completion of twelve months' employment shall grant to the employee who is absent from work through sickness or accident other than an accident compensable under the Workmen's Compensation Act, 1941, as amended, one-twelfth of 14 days' sick leave for each completed month of the employment;
- (c) the employee produces within three days and at his own expense a medical certificate by a qualified doctor in respect of the employee's illness;
- (d) his illness is not due to causes within his control; and
- (e) where such leave of 14 days is not taken in any one year, it shall be cumulative up to any period not exceeding six weeks, and provided further that where an employer is by law required to pay, and pays hospital fees in respect of any employee referred to in any such law, the amount paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which shall be payable in respect of any period of sickness provided herein.

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

- (a) on leave in terms of clause 11.
- (b) on the instructions or at the request of his employer;

(c) met siekteverlof ingevolge subklousule (1);
 (d) gedurende enige tydperk waarin van 'n werknemer vereis word om militêre opleiding te ondergaan, wat in 'n jaar kan oploep tot hoogstens 10 weke ten opsigte van items (a), (b) en (c), plus 'n tydperk van hoogstens vier maande van enige opleiding genoem in item (d) wat daardie jaar ondergaan is.

13. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of werknemer, uitgesonderd 'n los werknemer, of 'n spesiale funksie-werknemer, wat die dienskontrak wil opse, moet soos volg kennis gee:—

- (a) In die geval van werknemers, uitgesonderd kroegmanne, graad II-werknemers en werknemers in wyn- en bierinrigtings, minstens sewe dae;
 - (b) in die geval van kroegmanne, graad II-werknemers en werknemers in wyn- en bierinrigtings, minstens 24 uur;
- van sy voorneme om die kontrak te beëindig; met dien verstande dat dit nie inbreuk maak nie op—

- (i) die reg van 'n werkgever of 'n werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer as dié wat hierdie klousule voorskryf; en

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

- (i) in die geval van sewe dae kennisgewing, die weekloon;
 - (ii) in die geval van 24 uur kennisgewing, die dagloon;
- wat die werknemer onmiddellik voor die datum van die beëindiging ontvang het.

(2) Waar daar 'n ooreenkoms is ingevolge paragraaf (ii) van die eerste voorbehoudsbepaling van subklousule (1), moet die betaling of verbeuring in plaas van opsegging eweredig wees met die ooreengekome opseggingstermyn.

(3) Die opsegging in subklousule (1) voorgeskryf, begin op die dag waarop dit gegee is; met dien verstande dat die opseggingstermyn nie mag saamval met of dat kennis nie gegee mag word gedurende enige tydperk waarin 'n werknemer militêre opleiding moet ondergaan nie of waarin 'n werknemer afwesig is met verlof ingevolge klousule 11 of met siekteverlof toegestaan ingevolge klousule 12 nie.

14. FONDSE VAN DIE RAAD.

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

Elke werkgever moet van die loon van elkeen van sy werknemers wat, met inbegrip van die waarde van etes en/of huisvesting, meer as R8 per maand ontvang, 20c per maand aftrek, uitgesonderd van graad II-werknemers van wie elk 5c per maand afgetrek moet word, en by die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 267, Pietermaritzburg, stuur;

met dien verstande dat vir enige tydperk van diens van minder as een maand die bedrag wat afgetrek moet word, onderskeidelik 5c en 1c per week of deel daarvan vir werknemers in die 20c- en 5c-klasse is.

15. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigen van die bepalings van hierdie Ooreenkomms verleen.

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

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

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkomms waarvan vrystelling verleen word;
 - (c) die voorwaardes ingevolge die bepalings van subklousule (2) van hierdie klousule vasgestel, waarop die vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) Alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) van elke sertifikaat wat uitgereik word 'n kopie bewaar; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur;
 - (d) 'n kopie van elke vrystellingsertifikaat aan die Assistent-afdelingsinspekteur, Departement van Arbeid, Posbus 355, Pietermaritzburg, stuur.

(c) on sick leave in terms of sub-clause (1);

(d) during any period an employee is required to undergo military training,

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) plus a period, not exceeding four months of any training referred to in item (d) undergone in that year.

13. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or an employee, other than casual or special function employees, who desires to terminate the contract of employment, shall give—

- (a) in the case of employees, other than barmen, grade II employees and employees in wine and malt establishments, not less than seven days;
- (b) in the case of barmen, grade II employees and employees in wine and malt establishments, not less than twenty-four hours,

notice of his intention to terminate the contract; provided this shall not affect—

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

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

- (i) in the case of seven days' notice, the weekly wage;
- (ii) in the case of twenty-four hours' notice, the daily wage;

which the employee was receiving immediately before the date of such termination.

(2) Where there is an agreement in terms of paragraph (ii) of the first proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) shall commence to run from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during any period an employee is required to undergo military training or during an employee's absence on leave granted in terms of clause 11 or on sick leave granted in terms of clause 12.

14. COUNCIL FUNDS.

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

Twenty cents per month shall be deducted by each employer from the earnings of each of his employees receiving over R8 during any one month, including the value of board and/or lodging, except grade II employees, from each of whom shall be deducted 5c per month and to the amount so deducted the employer shall add a like amount and forward month by month, and not later than the fifteenth day of each month, the total sum to the Secretary of the Council, P.O. Box 267, Pietermaritzburg;

provided that for any period of employment of less than one month the amount to be deducted shall be 5c and 1c per week or part thereof respectively for employees in the 20c and 5c classes.

15. EXEMPTIONS.

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee forward a copy of licence to the employer concerned;
- (d) forward a copy of each licence of exemption to the Assistant Divisional Inspector, Department of Labour, P.O. Box 355, Pietermaritzburg.

16. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer wat dit nie reeds gedoen het ooreenkomstig enige vorige ooreenkoms nie, moet, binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat tot die bedryf ná daardie datum toetree, moet binne een maand nadat hy met werksaamhede begin het, aan die Sekretaris van die Nywerheidsraad onderstaande besonderhede stuur:—

- (a) (i) in die geval van 'n enkele werkgewer, sy volle naam en besigheidsadres en, as hy 'n besigheid onder 'n handelsnaam dryf, die handelsnaam voluit;
- (ii) in die geval van twee of meer persone wat 'n besigheid in vennootskap dryf, die volle naam van elke vennoot, die volle vennootskaps- of handelsnaam, en die adres waar die vennootskap besigheid dryf;
- (iii) in die geval van 'n werkgewer wat 'n geregistreerde maatskappy is, die volle geregistreerde naam van die maatskappy, die adres van sy geregistreerde kantoor, die adres waar hy besigheid dryf wat binne hierdie Ooreenkoms val, en die name van die direkteure.

(b) 'n Beskrywing van die bedryf of beroep wat die werkgewer uitvoer.

(2) In geval van 'n verandering in enigeen van die besonderhede wat ooreenkomstig subklousule (1) verstrek moet word, moet die werkgewer binne 10 dae van sodanige verandering kennis daarvan skriftelik aan die Sekretaris van die Nywerheidsraad stuur.

(3) 'n Werkgewer moet sewe dae kennisgewing skriftelik aan die Sekretaris van die Nywerheidsraad stuur van sy voorneme om op te hou om 'n werkgewer in die bedryf te wees.

17. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Werkgewers moet aan elk van hul werknemers wat verteenwoordigers in die Raad is, elke redelike fasiliteit verleen om hul pligte in verband met die werk van die Raad na te kom.

18. UITLEG VAN OOREENKOMS.

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

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

19. STAKINGS, UITSLUITINGS EN GESKILLE.

(1) Gedurende die looptyd van hierdie Ooreenkoms mag geen werkgewer 'n uitsluiting verklaar of daaraan deelneem nie en mag geen werknemer 'n staking verklaar of daaraan deel neem nie.

(2) Elke geskil tussen 'n werkgewer en enigeen van sy werknemers wat nie onderling besleg kan word nie, moet vir beslegting na die Raad verwys word.

20. WASGOED.

As van 'n werknemer vereis word om 'n wit pak, wit baadjie of jas, pet, voorskoot of oorpak te dra, moet die werkgewer reëlins tref om sodanige pakke ens. kosteloos vir die werknemer te laat was en stryk, of in plaas daarvan 'n toelae van 75c per maand betaal.

21. UNIFORMS.

(1) As van 'n werknemer, uitgesonderd 'n los of spesiale funksiewerknemer, vereis word om 'n uniform, oorpak, wasbare baadjie of jas, pet of voorskoot te dra, moet die werkgewer dit kosteloos verskaf en bly dit die werkgewer se eiendom.

(2) 'n Geskikte kamer moet verskaf word vir die gebruik van hierdie werknemers wat dit nodig het om te verkleed.

22. ALGEMEEN.

Niks in hierdie Ooreenkoms magtig die indiensneming van enigeen wat volgens statutêre wet nie in diens geneem mag word nie, of die indiensneming van enigeen te eniger tyd of tye wat by statutêre wet verbied word.

23. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms in albei amptelike tale vertoon op 'n plek of plekke wat maklik vir sy werknemer toeganklik is.

24. INDIENSNEMING VAN VAKVERENIGINGLEDE.

(a) Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie tensy die werknemer lid is van die vakvereniging en geen lid van die vakvereniging mag vir 'n werkgewer werk wat nie lid van die werkgewersorganisasie is nie; met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer in diens kan neem wat nie kwalifiseer vir lidmaatskap van die vakvereniging nie.

(b) Die bepalings van hierdie klousule is nie op 'n immigrant gedurende die eerste jaar ná datum van sy binnekoms in die Republiek van Suid-Afrika van toepassing nie; met dien verstande dat as die immigrant te eniger tyd ná die eerste drie maande van sy aanvaarding van diens in die bedryf, weier om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik van krag word.

16. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not already done so in pursuance of any previous agreement shall, within one month from the date on which this Agreement comes into operation and every employer entering the industry after that date shall within one month of commencement of operations by him, forward to the Secretary of the Industrial Council the following particulars—

- (a) (i) in the case of a single employer, his full name and business address and, if he carries on business under a trade name such trade name in full;
- (ii) in the case of two or more persons carrying on a business in partnership the full name of each partner, the full partnership or trade name, and the address at which the partnership business is carried on;
- (iii) in the case of the employer being a registered company the full registered name of the company the address of its registered office the address at which the operations which fall within this Agreement are carried on, and the names of the directors.

(b) A description of the trade or operation carried on by the employer.

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

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

17. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

18. INTERPRETATION OF AGREEMENT.

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

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

19. STRIKES, LOCK-OUTS AND DISPUTES.

(1) During the currency of this Agreement no employer shall declare or take part in any lock-out and no employee shall declare or take part in any strike.

(2) Any dispute between an employer and any of his employees which cannot be mutually settled shall be submitted to the Council for settlement.

20. LAUNDRY.

Where an employee is required to wear a white suite, white coat, cap, apron or overall the employer shall arrange to have the laundering done free of charge to the employee or shall make an allowance of seventy-five cents per month in lieu thereof.

21. UNIFORM.

(1) Where an employee, other than a casual or special function employee is required to wear a uniform, overall, washing coat, cap or apron, the employer shall supply it free of charge and it shall remain the property of the employer.

(2) A suitable room shall be provided for the use of such employees as may require it for the purpose of changing clothes.

22. GENERAL.

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

23. EXHIBITION OF AGREEMENT.

Every employer shall display a copy of this Agreement, in both official languages, in a place or places available to all of his employees.

24. EMPLOYMENT OF TRADE UNION LABOUR.

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

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

(c) Voorts met dien verstande dat die bepalings van subklousule (a) hiervan nie van toepassing is nie ten opsigte van 'n werker wat beswaar maak om lid te wees van die vakvereniging omdat lidmaatskap van die vakvereniging oop is vir sowel Blanke as gekleurde persone.

25. VAKVERENIGINGLEDIGELD.

(1) Elke werkgever moet van die loon van elke lid van die vakvereniging is sy diens die ledigeld aftrek wat deur dié werknemer aan die vakvereniging verskuldig is, en dit voor of op die tiende dag van elke maand aan die vakvereniging stuur en 'n lys van die lede en bedrae wat deur hulle verskuldig is, moet voor die 25ste dag van die maand deur die vakvereniging by die werkgever ingedien word.

(2) Bewys van lidmaatskap aan vakvereniging.—Bewys van lidmaatskap van die vakvereniging is die voorlegging van 'n lidmaatskapskaart uitgereik deur die vakvereniging wat wys dat die persoon wat daarin genoem word, hoogstens drie maande agterstalling met sy ledigeld is.

26. BESTAANDE KONTRAKTE.

Allé bestaande dienskontrakte wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, is onderworpe aan die bepalings van hierdie Ooreenkoms.

27. ULTRA VIRES.

Indien enigeen van die bepalings van hierdie Ooreenkoms *ultra vires* deur 'n bevoegde geregtshof verklaar word, word die oorblywende bepalings van die Ooreenkoms geag die Ooreenkoms te wees en bly hulle van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

28. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van die Ooreenkoms en elke werkgever en werknemer is verplig om sulke agente toe te laat om sulke navrae te doen en die boeke en/of dokumente na te gaan en sulke persone te ondervra as wat vir dié doel nodig is.

Op hede die 20ste dag van Oktober 1964 in Pietermaritzburg onderteken.

G. BENJAMIN, *Voorsitter.*
F. PILLAY, *Ondervoorsitter.*
F. R. STAPLES, *Sekretaris.*

(c) Provided further that the provisions of sub-clause (a) hereof shall not apply in respect of any worker who objects to being a member of the trade union because membership of the trade union is open to both white and coloured persons.

25. TRADE UNION SUBSCRIPTIONS.

(1) Every employer shall deduct from the wages of each member of the trade union in his employ, the membership subscription payable by such employee to the trade union and shall forward same to the trade union not later than the 10th day of each month, a list of such members and fees payable by them to be handed to the employer before the 25th of the month by the trade union.

(2) Proof of Membership of Trade Union—Proof of membership of the trade union shall be the production of a membership card issued by the trade union showing that the person named therein is not more than three months in arrear with his subscriptions.

26. EXISTING CONTRACTS.

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

27. ULTRA VIRES.

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

28. AGENTS.

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

Signed at Pietermaritzburg on this 20th day of October, 1964.

G. BENJAMIN, *Chairman.*
F. PILLAY, *Vice-Chairman.*
F. R. STAPLES, *Secretary.*

No. R. 1032.] [9 Julie 1965.

WET OP OORLOGSMAATREËLS, 1940.

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

DRANK- EN VERVERSINGSBEDRYF, PIETER-MARITZBURG.

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 die Ooreenkoms vir die Drank- en Verversingsbedryf, wat by Goewermentskennisgewing No. R. 1031 van 9 Julie 1965 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1032.] [9 July 1965.

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, PIETER-MARITZBURG.

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 the Agreement for the Liquor and Catering Trade, published under Government Notice No. R. 1031 of the 9th July, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

No. BLADSY
Departement van Arbeid.
GOEWERMENSKENNISGEWINGS.

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