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GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 46.]

[7 Januarie 1966.

WET OP NYWERHEIDSVERSOENING, 1956.

**DRANK-, PRIVAATHOTEL- EN LOSIESHUIS-
 BEDRYF EN DIE BEDRYF VIR DIE VER-
 HUUR VAN WOONSTELLE OF WOON-
 KAMERS, SUIDKUS, NATAL.**

HOOFOORENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
 verklaar hierby—

- (a) kragtens artikel *agt-en-veertig* (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank-, Privaathotel- en Losieshuisbedryf en die Bedryf vir die Verhuur van Woonstelle of Woonkamers 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 artikel *agt-en-veertig* (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousule 2 van die inleiding en in klousules 1 (5) (f), 10, 11, 15 en 16 van Hoofstuk D, 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 Bedrywe in die landdrosdistrikte Durban (uitgesonderd die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban), Umzinto en Port Shepstone; en
- (c) kragtens artikel *agt-en-veertig* (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousule 2 van die inleiding en in klousules 1 (5) (f), 10, 11, 15 en 16 van Hoofstuk D, 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 landdrosdistrikte Durban (uitgesonderd die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban), Umzinto en

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 46.]

[7 January 1966.

INDUSTRIAL CONCILIATION ACT, 1956.

**LIQUOR, PRIVATE HOTEL AND BOARDING-
 HOUSE TRADES AND THE TRADE OF
 LETTING FLATS OR ROOMS, SOUTH COAST,
 NATAL.**

MAIN AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour,
 hereby—

- (a) in terms of section *forty-eight* (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor, Private Hotel and Boarding-house Trades and the Trade of Letting Flats or Rooms, 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 section *forty-eight* (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clause 2 of the preamble and in clauses 1 (5) (f), 10, 11, 15 and 16 of Chapter D, 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 Trades in the Magisterial Districts of Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), Umzinto and Port Shepstone; and
- (c) in terms of section *forty-eight* (3) (a) of the said Act, declare that in the Magisterial Districts of Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), Umzinto and Port Shepstone 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 clause 2 of the preamble and in clauses 1 (5) (f), 10, 11, 15 and

Port Shepstone, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedrywe by dié werkgewers vir wie enigteen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE DRANK-, VERVERSINGS-, PRIVAATHOTEL- EN LOSIESHUISBEDRYWE, SUIDKUS, NATAL.

OOREENKOMS

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

South Coast Caterers' Association

(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-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus, Natal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van Hoofstuk A en D moet nagekom word—

(i) In die landdrosdistrikte Port Shepstone, Umzinto en Durban (uitgesonderd die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Drankbedryf betrokke is en deur alle werknemers wat lede van die Vakvereniging is en in genoemde bedryf werksaam is.

(ii) In die landdrosdistrikte Port Shepstone en Umzinto deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Privaathotel- en Losieshuisbedryf, of die bedryf vir die verhuur van woonstelle of woonkamers, betrokke is, en deur alle werknemers wat lede van die Vakvereniging is en in enigteen van genoemde bedrywe werksaam is.

(b) Die bepalings van Hoofstuk B en D moet in die landdrosdistrik Durban (uitgesonderd die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban) nagekom word deur alle werkgewers wat in die Privaathotel- en Losieshuisbedryf betrokke is en lede van die werkgewersorganisasie is, en deur alle werknemers wat in genoemde bedryf werksaam is en lede van die Vakvereniging is.

(c) Die bepalings van Hoofstuk C en D moet in die landdrosdistrik Durban (uitgesonderd die gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban) nagekom word deur alle werkgewers wat in die bedryf vir die verhuur van woonstelle of woonkamers betrokke is en lede van die werkgewersorganisasie is en deur alle werknemers wat in genoemde bedryf werksaam is en lede van die Vakvereniging is.

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

2. GELDIGHEIDSDUUR.

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

HOOFSTUK A.

1. WOORDOMSKRYWING.

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"kroegman" 'n werknemer, uitgesonderd 'n wynkelner, wat drank oor 'n toonbank of uit die kroeg van 'n bedryfsinrigting verkoop, en ook 'n kroegjuffer;

"kroegman, gekwalifiseer," 'n kroegman met minstens twee jaar ondervinding;

16 of Chapter D, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trades 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.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR, CATERING, PRIVATE HOTEL AND BOARDING-HOUSE TRADES, SOUTH COAST, NATAL.

AGREEMENT

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

South Coast Caterers' Association

(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, Catering, Private Hotel and Boarding-house Trades, South Coast, Natal.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of Chapters A and D shall be observed:—

(i) In the Magisterial Districts of Port Shepstone, Umzinto and Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), by all employers who are members of the employers' organisation and engaged in the Liquor Trade and by all employees who are members of the Trade Union and employed in the said trade.

(ii) In the Magisterial Districts of Port Shepstone and Umzinto by all employers who are members of the employers' organisation and engaged in the Private Hotel and Boarding-house Trade, or the Trade of Letting Flats or Rooms and by all employees who are members of the Trade Union and employed in any of the said Trades.

(b) The terms of Chapters B and D shall be observed in the Magisterial Districts of Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), by all employers engaged in the Private Hotel and Boarding-house Trade who are members of the employers' organisation and by all employees employed in the said Trade who are members of the Trade Union.

(c) The terms of Chapters C and D shall be observed in the Magisterial District of Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), by all employers engaged in the Trade of Letting Flats or Rooms who are members of the employers' organisation and by all employees employed in the said Trade who are members of the Trade Union.

(d) Notwithstanding the provisions of sub-clauses (a), (b) and (c) the terms of this Agreement shall only apply 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.

CHAPTER A.

1. DEFINITIONS.

(1) Any expressions used in this Agreement which are defined in the Act shall have the same meanings 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 and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"barman" means an employee, other than a wine-steward engaged in the sale of liquor over a counter or from the bar of an establishment and includes a barmaid;

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

"kroegman, leerling," 'n kroegman met minder as twee jaar ondervinding;
 "slaapkamerbediende"

(i) in die Drank-, Privaathotel- en Losieshuisbedryf, 'n werknemer wat slaapkamers, woonkamers of ander woongedeeltes van 'n bedryfsinrigting afstof of aan die kant maak, wat beddens opmaak, in die behoeftes van gaste in slaapkamers voorsien en/of help om tee in die oggend en die middag te bedien en om te was en stryk;

(ii) in die bedryf vir die verhuur van woonstelle of woonkamers, 'n werknemer wat kamers afstof of aan die kant maak of beddens opmaak;

"etes en huisvesting" die verskaffing van drie etes per dag en akkommodasie aan persone wat in enige hoedanigheid in 'n bedryfsinrigting werksaam is. Waar sodanige etes of huisvesting en/of etes en huisvesting deel uitmaak van die totale besoldiging wat aan 'n werknemer betaal word, sluit dit nie die verskaffing van etes of huisvesting en/of etes en huisvesting aan die afhanklikes van 'n werknemer in nie;

"opsigter" 'n inwonende werknemer wat verantwoordelik is vir 'n blok woonstelle of kamers en wat werkopdragte aan die skoonmaakpersoneel gee en oor hul werk toesig hou of wat namens die eienaar woonstelle of -kamers verhuur, huurgeld ontvang of werknemers in diens neem, betaal of afdank of aandag skenk aan klages van huurders;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgever in diens is;

"kok" 'n werknemer (uitgesonderd 'n leerling of graad II-werknemer) wat uitsluitlik of hoofsaaklik enige werk in verband met die voorbereiding of kook van voedsel verrig;

"hoofkok" 'n gekwalifiseerde kok wat in diens geneem word om toesig te hou oor die werk in 'n kombuis, om spyskaarte op te stel en/of te sorg dat voorrade bestel word;

"kok, gekwalifiseer," 'n kok met minstens twee jaar ondervinding as 'n kok;

"kokshulp" 'n werknemer, uitgesonderd 'n graad II-werknemer, wat onder toesig van 'n gekwalifiseerde kok, die kok behulpsaam is deur te let op voedsel terwyl dit gekook word en/of vleis of ander voedsel kook wat bedoel is vir verbruik deur die werknemers van die bedryfsinrigting, en wat vir gaste roomys mag maak en ontbyt mag kook, eiers of pap mag kook, brood mag rooster en tee, koffie, kakao of soortgelyke drankte mag maak;

"klerk" 'n werknemer wat skryf-, tik- en lisseerwerk verrig, kontant ontvang of hanteer of enige ander soort klerklike werk verrig, maar sluit geen ander klas werknemer in wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk deel van sodanige werknemers se pligte mag uitmaak;

"Raad" die Nywerheidsraad vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus, Natal;

"bedryfsinrigting" enige perseel (1) ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die lisensies gehou word wat in die woord-omskrywing van Drankbedryf gemeld word, of (2) waarin of in verband waarmee een of meer werknemers in diens is in die privaathotel- en losieshuisbedryf of die bedryf van 'n losies- en huurkamerhuishouer of waarin of in verband waarmee die woonstelle- of woonkamersbesigheid gedryf word;

"ondervinding" die totale dienstydperk van 'n werknemer, voor of na die inwerkingtreedingsdatum van hierdie Ooreenkoms, in die beroep waarin hy in die drankbedryf en die privaat-hotel- en losieshuisbedryf of die bedryf vir die verhuur van woonstelle of woonkamers in diens is;

"algemene vrouehulp" 'n vroulike werknemer wat uitsluitlik of hoofsaaklik wasgoed en linnegoed heelmaak, naai en hanteer;

"graad II-werknemer" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

(a) Diere, skoeisel, meubels, persele, gerei, voertuie of ander artikels skoonmaak en/of voedsel, bagasie, pakkette, gerei of ander artikels dra en ook vroeë oggendtee, -koffie, -kakao of soortgelyke drankte aan gaste bedien;

(b) vis, vrugte, vleis, pluimvee en groente skoonmaak en/of voorberei, pluimvee pluk, vrugte en groente skil en/of sny, rantsoene vir Bantoes kook, pap en eiers kook;

(c) vuurmaak of vure aan die brand hou of afval verwyder;

(d) diere of pluimvee versorg;

(e) enige handvoertuig stoot of trek;

(f) persele met die inhoud daarvan, bagasie, pakkette of ander artikels oppas;

(g) onder toesig van 'n kok let op voedsel terwyl dit kook;

(h) bottels pak en sorteer, goedere ontvang, kaste en dergelyke artikels opstapel;

en wat benewens enige van genoemde pligte, brood mag rooster, tee, koffie, kakao of soortgelyke drankte mag maak en boodskappe mag ontvang of doen;

"garagebediende" 'n werknemer wat uitsluitlik of hoofsaaklik motors versorg en skoonmaak;

"barman, learner," means a barman who has had less than two years' experience;
 "bedroom attendant"—

(i) in the Liquor, Private Hotel and Boarding-house Trades means an employee engaged in dusting or tidying bedrooms, living-rooms or other residential parts of an establishment, making beds, attending to the requirements of guests in bedrooms and/or assist in serving morning and afternoon teas and laundering;

(ii) in the trade of letting residential flats or rooms means an employee who is engaged in dusting or tidying rooms or in making beds;

"board and lodging" means the supply of three meals per day, and of accommodation, to persons who are employed in any capacity in an establishment. Where such board or lodging and/or board and lodging forms part of the total remuneration paid to an employee, this shall not include the supply of the board or lodging and/or board and lodging to an employee's dependants;

"caretaker" means an employee in resident charge of a block or residential flats or rooms who directs and supervises the work of the cleaning staff, or, on behalf of the proprietor, lets flats or rooms, receives payment of rent or engages, pays or discharges employees, or deals with complaints from tenants;

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

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

"head cook" means a qualified cook who is employed to supervise the work in a kitchen, prepare menus and/or attend to the ordering of supplies;

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

"cook's assistant" means an employee, other than a grade II employee who under the supervision of a qualified cook, assists the cook by attending to foodstuffs in the process of cooking and/or cooking meat or other foodstuffs, intended for the consumption of the employees of the establishment, and who may make ice-cream and may cook breakfast for guests, cook eggs or porridge, make toast, tea, coffee, cocoa or similar beverages;

"clerical employee" means an employee who is engaged in writing, typing, filing, receiving or handling cash or in any other form of clerical work, 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 employees' duties;

"council" means the Industrial Council for the Liquor, Catering, Private Hotel and Boarding-house Trades, South Coast, Natal;

"establishment" means any premises (1) in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the licences specified in the definition of Liquor Trade, or (2) in or in connection with which one or more employees are employed in the private hotel and boarding-house trades or the trade of a boarding and lodging-housekeeper or who carries on the business of letting residential flats or rooms;

"experience" means the total period of employment an employee has had, before or subsequent to the date of commencement of this Agreement in the occupation in which he is employed in the liquor trade and the private hotel and boarding-house trades or the trade of letting residential flats or rooms;

"female general assistant" means a female employee engaged wholly or mainly in mending, sewing and handling laundry and linen;

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

(a) Cleaning animals, footwear, furniture, premises, utensils, vehicles, or other articles and/or carrying foodstuffs, luggage, parcels, utensils, or other articles including serving early morning tea, coffee, cocoa or similar beverages to guests;

(b) cleaning and/or preparing fish, fruit, meats, poultry, vegetables, plucking poultry, peeling and/or cutting up fruit and vegetables, cooking rations for Bantu, cooking porridge and eggs;

(c) making or maintaining fires or removing refuse;

(d) tending animals or poultry;

(e) pushing or pulling any manually propelled vehicles;

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

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

(h) packing and sorting bottles, receiving goods, stacking cases and the like;

and who may, in addition to any of the said duties, make toast, tea, coffee, cocoa or similar beverages and receive messages or run errands;

"garage attendant" means an employee who is wholly or mainly engaged in the care and cleaning of motor cars;

"huishoudster"

- (i) in die drank-, privaathotel- en losieshuisbedryf, 'n vroulike werknemer wat spesifiek opdragte gee aan huis- of kamerbediendes en/of slaapkamerbediendes of oor hul werk toesig hou en wat daarbenewens enigeen van die pligte van 'n huis- of kamerbediende mag verrig en/of voedsel en voorraad bestel en/of toesig hou oor die werk in 'n kombuis;

- (ii) in die bedryf vir die verhuur van woonstelle of woonkamers 'n vroulike werknemer wat toesig hou oor die werk van slaapkamerbediendes, voorrade uitreik, of algemeen verantwoordelik is vir die voorrade linne of ander artikels en verantwoordelik is vir die ontvang, bère, nagaan, heelmaak of was en stryk van linne;

"huis- of kamerbediende" 'n vroulike werknemer wat slaapkamers, sitkamers of ander gedeeltes van 'n bedryfsinrigting afstof of aan die kant maak en wat benewens hierdie pligte mag help met die ontvang en heelmaak van huishoudelike linnegoed en by die hanteer van linnegoed en wasgoed en was en stryk;

"faktotum/skilder" 'n werknemer wat uitsluitlik of hoofsaaklik minder belangrike herstelwerk aan meubels, installasie of ander toerusting verrig en wat minder belangrike herstelwerk of opknappingswerk aan geboue mag verrig en van wie daar daarbenewens vereis kan word om skilderwerk te doen;

"wasgoedwerker/wasgoedwerkster" 'n werknemer wat hoofsaaklik artikels was, stryk of pers;

"leerling" 'n werknemer wat in die bepaalde beroep waarin hy in diens is, die volgende ondervinding opgedoen het as hy werksaam is as—

- (a) kroegman, minder as twee jaar;
- (b) kok, minder as twee jaar;
- (c) kelner in die Drankbedryf, minder as twee jaar;
- (d) kelner in die Privaathotel- en Losieshuisbedryf, minder as een jaar;
- (e) 'n wynkelner, minder as twee jaar;

"drankbedryf" die bedryf wat uitgeoefen word deur werkgewers en werknemers, uitgesonderd werknemers wat die grootste gedeelte van hul tyd bestee aan werk in verband met die Verversingsbedryf, wanneer hulle, hetsy tydelik of permanent, 'n besigheid dryf waar drank verkoop word en in verband waarmee een of meer van ondergenoemde lisensies, uitgereik kragtens die bepalings van die Drankwet, 1928, gehou word:—

- (1) Restaurantdranklisensie;
- (2) hoteldranklisensie;
- (3) wyn- en bierlisensie;
- (4) teater- of sportterreindranksensie;
- (5) tydelike dranklisensie;
- (6) geleentheidslisensie vir laat ure;
- (7) maaltyd-wyn- en -bier-lisensie;
- (8) 'n lisensie wat spesiale magtiging verleen en wat ingevolge artikel honderd bis van die Drankwet, No. 30 van 1928, uitgereik is;

"bestuurder" 'n werknemer, uitgesonderd 'n direkteur van 'n maatskappy, met beperkte aanspreeklikheid en 'n vennoot, wat deur sy werkgewer belas is met die algemene—

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

die bedrywighede van 'n bedryfsinrigting en die werknemers wat daarin werksaam is;

"nagwag" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

Persele, geboue, hêkke of ander eiendom snags bewaak. Meubels en skoene poleer en skoonmaak en persele skoonmaak, vure aansteek, en wat daarbenewens na gaste mag omsien hy hul aankoms of vertrek, en mag help om maaltye en verversings aan hulle te bedien;

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

"buiteverkoopbediende, gekwalifiseer," 'n buiteverkoopbediende met minstens twee jaar ondervinding;

"buiteverkoopbediende, leerling," 'n buiteverkoopbediende met minder as twee jaar ondervinding;

"hoteljoggie" 'n manlike werknemer wat uitsluitlik of hoofsaaklik boodskappe doen, briewe, boodskappe of pakkette aflewer en klokkes of telefoonoproep beantwoord, en ook 'n hysbakbediener;

"portier" 'n manlike werknemer wat uitsluitlik of hoofsaaklik treine, vliegtuie, skepe, motorbusse en/of enige ander vervoermiddel inwag, reëlins tref vir die vervoer van gaste en hul bagasie na of van 'n bedryfsinrigting, die bedryfsinrigting se voertuie bestuur, en wat daarbenewens boodskappe of pakkette mag ontvang of aflewer of mag help met die bediening van maaltye of verversings;

"privaathotel- en losieshuisbedryf" die bedryf van hotelhouer, losies- of huurkamerhuishouer wat uitgeoefen word deur persone van wie vereis word om die lisensie te hou wat voorgeskryf word by item 4 van Deel I van die tweede bylae van die Wet op Lisensies, 1962 (uitgesonderd bedryfsinrigtings waarvoor 'n lisensie ooreenkomstig die bepalings van die Drankwet, 1928, gehou word);

"housekeeper"—

- (i) in the liquor, private hotel and boarding-house trades means a female employee specifically engaged to direct or supervise the work of housemaids or chambermaids and/or bedroom attendants and such employee may in addition perform any of the duties of a housemaid or chambermaid, and/or attend to the ordering of food and supplies and/or supervise the work in a kitchen;

- (ii) in the trade of letting residential flats or rooms means a female employee who supervises the work of the bedroom attendants, issues stores or is in general charge of the stocks of linen or other articles and responsible for the receiving, storing, checking, repairing or laundering of linen;

"housemaid or chambermaid" means a female employee engaged in dusting or tidying bedrooms, living-rooms or other parts of an establishment and making beds and who may in addition to such duties, assist in the receipt and mending of household linen and in the handling of linen and laundry and laundering;

"handyman/painter" means an employee who is wholly or mainly engaged in making minor repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings and who may in addition be required to do painting;

"laundryman/maid" means an employee who is engaged mainly in laundering, washing, ironing or pressing articles;

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

- (a) barman, less than two years;
- (b) cook, less than two years;
- (c) waiter in the liquor trade, less than two years;
- (d) waiter, in the private hotel and boarding-house trades, less than one year;
- (e) wine-steward, less than two years;

"liquor trade" means the trade carried on by employers and employees other than employees the major portion of whose time is spent in or in connection with the catering trade when conducting whether temporarily or permanently, a business where the sale of liquor is carried on and in connection with which one or more of the following licences issued under the provisions of the Liquor Act, 1928, are held—

- (1) restaurant liquor licence;
- (2) hotel liquor licence;
- (3) wine and malt liquor licence;
- (4) theatre or sports ground liquor licence;
- (5) temporary liquor licence;
- (6) late hours occasional licence;
- (7) meal-time wine and malt licence;
- (8) special authority licence issued in terms of section one hundred bis of the Liquor Act, No. 30 of 1928;

"manager" means an employee other than a director of a limited liability company and a partner who is charged by his employer with the overall—

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

the activities of an establishment and the employees engaged therein;

"nightwatchman" means an employee wholly or mainly engaged in one or more of the following occupations:—

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

"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 two years' experience;

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

"page" means a male employee, wholly or mainly engaged in running errands, delivering letters, messages or parcels and answering bells or telephone calls; and includes a lift attendant;

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

"private hotel and boarding-house trade" means the trade of hotelkeeper, boarding or lodging-housekeeper carried on by persons who are required to hold the licence specified under item 4 of Part I of the Second Schedule to the Licences Act, 1962 (excluding establishments in respect of which a licence is held under the provisions of the Liquor Act, 1928);

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

"kwartaal" 'n tydperk van drie maande wat op die eerste dag van Januarie, April, Julie of Oktober begin;

"bedryfsinrigting waarin daar sewe dae per week gewerk word" 'n bedryfsinrigting waarin die Drankbedryf sewe dae per week uitgeoefen mag word;

"spesiale funksie" 'n vermaaklikheidsfunksie, soos 'n dinee, dans of ontvangs met die doel om 'n sosiale gebeurtenis te gedenk of om 'n geleentheid te vier;

"werknemer by spesiale funksies" 'n werknemer wat volgens 'n uurgrondslag werk in verband met 'n spesiale funksie verrig;

"werkdagbestek" die tydperk op enige dag vanaf die tydstop waarop die werknemer begin werk totdat hy die werk vir daardie dag staak. Vir die toepassing van hierdie woord-omskriving beteken "dag" 'n tydperk van 24 uur vanaf middernag tot middernag;

"proviandman, gekwalifiseer," 'n werknemer wat uitsluitlik of hoofsaaklik roosterbrood, toebruidjies, versnaperings, tee, koffie, kakao soortgelyke drankke maak, dit dan aan kelners oorhandig om aan klante te bedien en wat voorraad-beheer, en omvat dit 'n kombuistoeseighouer;

"proviandman, leerling," 'n werknemer met minder as een jaar ondervinding wat in diens is om die werk van 'n gekwalifiseerde proviandman te leer;

"telefonis" 'n werknemer wat uitsluitlik of hoofsaaklik 'n telefoonskakelbord bedien en die klerklike werk in verband daarmee verrig;

"die bedryf vir die verhuur van woonselle of woonkamers" die bedryf soos uitgeoefen deur persone van wie daar vereis word om 'n lisensie vir die verhuur van woonstelle of woonkamers, soos voorgeskryf in item 4 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962, uit te neem en omvat dit ook die agent aan wie die lisensiehouer die verhuur van woonstelle of woonkamers toevertrou en die werknemers van sodanige agent wat uitsluitlik in verband met woonstelle of woonkamers in diens geneem is;

"loon" die deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure in klousule 3 genoem en soos vir hom in klousule 4 voorgeskryf, en waarmee die lewenskostetoelae gekonsolideer is, of, waar 'n werkgewer hom gereeld ten opsigte van die gewone werkure 'n hoër bedrag betaal as dié wat aldus voorgeskryf word, beteken dit sodanige hoër bedrag;

"dagloon" in die geval van "voltydse werknemers" die maandloon wat in klousule 4 voorgeskryf word, gedeel deur dertig, en in die geval van "los werknemers" genoemde loon gedeel deur ses-en-twintig;

"weekloon" die maandloon in klousule 4 voorgeskryf, gedeel deur vier en een derde;

"uurloon" die dagloon gedeel deur nege;

"kelner" 'n werknemer wat gaste by tafels of in enige ander deel van die gebou wat deur gaste bewoon word, bedien, klokkes beantwoord, biljarttellings opteken en alle ander diensle mag verrig wat vir die gerief en gemak van die hotelgaste vereis word, met inbegrip van die voorbereiding van hors d'oeuvres en ligte verversings, en wat gelas mag word om die pligte van 'n wynkelner te verrig;

"kelner, gekwalifiseer," in die drankbedryf, 'n kelner met minstens twee jaar ondervinding as 'n kelner;

"kelner, gekwalifiseer," in die privaathotel- en losieshuisbedryf of in die bedryf van 'n losies- en huurkamerhuishouer, 'n kelner met minstens een jaar ondervinding as 'n kelner;

"hoofkelner" 'n werknemer wat uitsluitlik of hoofsaaklik aan klante hul stiplekke aanwys en algemene toegie oor die bediening van klante; en 'n kelner wat aan die hoof is van 'n onderhorige kelnerpersoneel;

"kelner by spesiale funksies" 'n kelner wat op 'n uurgrondslag in verband met 'n spesiale funksie in diens is;

"wynkelner" 'n werknemer, uitgesonderd 'n kroegman, wat drank aan klante bedien en wat betaling mag ontvang vir die drank wat bedien word, en wat gelas mag word om die pligte van 'n kelner te verrig;

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

"wynkelner, leerling," 'n wynkelner met minder as twee jaar ondervinding.

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

2. VERBOD OP INDIENSNEMING.

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

3. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK.

(1) (a) Die gewone werkure van 'n werknemer is om die beurt hoogstens 59 en 54 uur per week in elke twee agtereenvolgende weke, of nege uur per dag, wat in 'n werkdagbestek van 14 uur voltooi moet word.

(b) Die gewone werkure van 'n los werknemer is hoogstens nege per dag en moet in 'n werkdagbestek van 14 uur voltooi word.

(2) *Vry tyd*—Elke werknemer moet in elke twee agtereenvolgende weke om die beurt een vry dag in een week en een vry tydperk vanaf 2 nm. tot middernag in die ander week toegestaan word.

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

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

"special function employee" means an employee employed by the hour to work in connection with a special function;

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

"storeman, qualified," means an employee engaged wholly or mainly in the making of toast, sandwiches, snacks, tea, coffee, cocoa or similar beverages, handing such to waiters for service to customers and controlling stores and includes a kitchen supervisor;

"storeman, learner," means an employee employed to learn the work of a qualified storeman, and who has had less than one year's experience;

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

"the trade of letting flats or rooms" means the trade carried on by persons who are required to take out a licence for the letting of flats or rooms as specified in item 4 of Part I of the Second Schedule to the Licences Act, 1962, and also includes the agent to whom the licensee entrusts the letting of flats or rooms and the employees of such agent who are employed exclusively in connection with the flats or rooms;

"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 3 and as prescribed for him in clause 4 and into which a cost of living allowance has been consolidated or where an employer regularly pays to him in respect of such ordinary hours of work an amount higher than that so prescribed, it means such higher amount;

"wage, daily," means in the case of "full-time employees" the monthly wage prescribed in clause 4 divided by thirty and in the case of "casual employees" the said wage divided by twenty-six;

"wage, weekly," means the monthly wage prescribed in clause 4 divided by four and one-third;

"wage, hourly," means the daily wage divided by nine;

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

"waiter, qualified," in the liquor trade, means a waiter who has had not less than two years' experience as a waiter;

"waiter, qualified," in the private hotel and boarding-house trade or the trade of a boarding and lodging-housekeeper means a waiter who has had not less than one year's experience as a waiter;

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

"special function waiter" means a waiter employed by the hour to work in connection with a special function;

"wine steward" means an employee other than a barman who is engaged in serving liquor to customers and who may receive payment for the liquor served and who may be called upon to perform the duties of a waiter;

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

"wine steward, learner," means a wine steward who has had less than two years' experience.

(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.

2. PROHIBITION OF EMPLOYMENT.

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

3. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) (a) The ordinary working hours of an employee shall not exceed 59 and 54, alternately, per week in every two consecutive weeks or nine hours in any one day, to be completed within a spread-over of 14 hours.

(b) The ordinary hours of work of a casual employee shall not exceed 9 per day to be completed within a spread-over of 14 hours.

(2) *Time off Duty*.—Each employee shall be granted one day off-duty in one week and one period from 2 p.m. to midnight off-duty per week alternately in each two consecutive weeks.

Indien die werkgewer en werknemer daartoe ooreenkom, mag sodanige vry tyd tweeweklik in plaas van weeklik geneem word of, by onderlinge ooreenkoms tussen 'n werkgewer en sy werknemer, mag drie volle vry dae ten opsigte van elke tydperk van vier agtereenvolgende weke toegestaan word.

(3) Alle werknemers van wie daar vereis of wat toegelaat word om op 'n dag of in 'n week meer as die gewone werkure vir so 'n dag of so 'n week te werk, na gelang van die geval, moet vir sodanige oortydwerk die uurloon betaal word plus 50 persent vir elke uur of deel van 'n uur aldus gewerk, met dien verstande dat waar oortyd wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, die gunstigste grondslag vir die werknemer aangeneem moet word.

(4) Elke werknemer moet minstens dertig minute toegestaan word vir elke maaltyd wat in werkure val, en geen werknemer mag langer as vyf uur werk sonder 'n pouse van minstens dertig minute vir 'n maaltyd nie. Alle maaltye moet ingesluit word in die werkdag genoem in subklousule (1) van hierdie klousule, maar dit maak nie deel uit van die ure wat gewerk is nie.

(5) Oortydwerk moet tot 8 uur per week beperk word, behalwe onder buitengewone omstandighede wat veroorsaak word deur toestande buite die werkgewer se beheer.

(6) Die bepaling van hierdie klousule is nie op 'n bestuurder, soos in hierdie Ooreenkoms omskryf, of op 'n werknemer by spesiale funksies van toepassing nie.

4. RESOLDING.

(1) Die minimum lone wat aan ondergenoemde werknemers betaal moet word, is soos volg; met dien verstande dat 'n leerling wat 'n opleidingkollege bygewoon of aan 'n -skema deelgeneem het wat deur die Nywerheidsraad erken word, en wat 'n bekwaamheidsertifikaat na sodanige tydperk hou, onmiddellik op 'n verhoging van 10% in sy loon gregtig word wanneer hy sodanige sertifikaat voorleë; voorts met dien verstande dat alle ander werknemers wat 'n opleidingskollege bygewoon of aan 'n -skema deelgeneem het wat deur die Nywerheidsraad erken word, en wat 'n bekwaamheidsertifikaat hou, onmiddellik op 'n verhoging van 10% in hul lone gregtig word wanneer sodanige bekwaamheidsertifikaat voorgelê word.

	In die drank-bedryf. (Per maand).	In die privaathotel- en losieshuis-bedrywe en/of die bedryf vir die verhuur van woonstels of woonkamers. (Per maand).
	R	R
Bestuurder.....	93.00	75.00
Kroegman, gekwalifiseer.....	70.00	—
Kroegman, leerling—		
Minder as een jaar ondervinding....	41.00	—
Een jaar of meer, maar hoogstens twee jaar ondervinding.....	47.00	—
Slaapkamerbediende.....	22.00	19.00
Opsigter.....	—	65.00
Hoofkok.....	57.00	40.00
Kok, gekwalifiseer.....	40.00	33.00
Kokshulp.....	28.00	22.00
Kok, leerling—		
Minder as een jaar ondervinding....	25.00	20.00
Een jaar of meer, maar hoogstens twee jaar ondervinding.....	30.00	25.00
Klerk—		
Eerste jaar diens by dieselfde werkgewer.....	40.00	35.00
Tweede jaar diens by dieselfde werkgewer.....	50.00	40.00
Daarna.....	65.00	55.00
Algemene vrouehulp.....	30.00	24.00
Graad II-werknemer—		
18 jaar en ouer.....	18.00	17.00
Jonger as 18 jaar.....	14.00	14.00
Faktotum/Skilder.....	30.00	25.00
Huisbediende/Kamerbediende.....	25.00	18.00
Huishoudster.....	50.00	40.00
Wasgoedwerker.....	29.00	23.00
Wasgoedwerkster.....	21.50	17.00
Nagwag.....	21.00	19.00
Buiterverkoopbediende—		
Gekwalifiseer.....	45.00	—
Leerling.....	30.00	—
Hoteljoggie—		
Eerste jaar diens by dieselfde werkgewer.....	20.00	16.00
Daarna.....	23.00	18.00
Portier—		
Eerste jaar diens by dieselfde werkgewer.....	30.00	25.00
Daarna.....	40.00	30.00
Proviantman—		
Gekwalifiseer.....	25.00	23.00
Leerling.....	20.00	18.00
Telefonis.....	25.00	18.00

If the employer and employee agree thereto, such time-off may be taken fortnightly instead of weekly or by mutual arrangement between an employer and his employee three full days off-duty in respect of each period of four consecutive weeks, may be granted.

(3) All employees who are required or allowed to work on any day, or during any week in excess of the ordinary working hours for such day, or such week, as the case may be, shall for such excess be paid the hourly wage plus 50 per cent for every hour or part of an hour so worked; provided that where overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

(4) Every employee shall be granted not less than thirty minutes for each meal falling within his hours of work, and no employee shall work longer than five hours without an interval of at least thirty minutes for a meal. All meal times shall be included in the spreadover referred to in sub-clause (1) of this clause but shall not form part of the hours worked.

(5) Overtime must be limited to 8 hours per week, save under exceptional circumstances caused by conditions beyond the employer's control.

(6) The provisions of this clause shall not apply to a manager as defined in this Agreement nor to a special function employee.

4. REMUNERATION.

(1) The minimum wages to be paid to the undermentioned employees shall be as follows; provided that a learner having attended a training college or scheme recognised by the Industrial Council and holding a certificate of proficiency after such period shall be entitled to a 10 per cent increase in the wages immediately upon production of such certificate; provided further, that all other employees having attended a training college or scheme recognised by the Industrial Council and holding a certificate of proficiency shall be entitled to a 10 per cent increase in the wages immediately upon the production of such certificate of proficiency.

	In the Liquor Trade. (Per Month.)	In the Private Hotel and Boarding-house Trades and/or the Trade of Letting Flats or Rooms. (Per Month.)
	R	R
Manager.....	93.00	75.00
Barman, qualified.....	70.00	—
Barman, learner—		
Less than one year's experience..	41.00	—
One year or more, but not more than two years' experience.....	47.00	—
Bedroom attendant.....	22.00	19.00
Caretaker.....	—	65.00
Head Cook.....	57.00	40.00
Cook, qualified.....	40.00	33.00
Cook's Assistant.....	28.00	22.00
Cook, learner—		
Less than one year's experience....	25.00	20.00
One year or more, but not more than two years' experience.....	30.00	25.00
Clerical Employee—		
First year's service with same employer.....	40.00	35.00
Second year's service with same employer.....	50.00	40.00
Thereafter.....	65.00	55.00
Female General Assistant.....	30.00	24.00
Grade II employee—		
18 years and over.....	18.00	17.00
Under 18 years.....	14.00	14.00
Handyman/Painter.....	30.00	25.00
Housemaid/Chambermaid.....	25.00	18.00
Housekeeper.....	50.00	40.00
Laundryman.....	29.00	23.00
Laundrymaid.....	21.50	17.00
Nightwatchman.....	21.00	19.00
Off-Sales Attendant—		
Qualified.....	45.00	—
Learner.....	30.00	—
Page—		
First year's service with same employer	20.00	16.00
Thereafter.....	23.00	18.00
Porter—		
First year's service with same employer	30.00	25.00
Thereafter.....	40.00	30.00
Storeman—		
Qualified.....	25.00	23.00
Learner.....	20.00	18.00
Telephone Switchboard Operator.....	25.00	18.00

	In die drink- bedryf. (Per maand).	In die privaathotel- en losieshuis- bedrywe en/of die bedryf vir die verhuur van woon- stelle of woonkamers. (Per maand).
	R	R
Hoofkelner—		
Eerste jaar diens by dieselfde werk- gewer.....	42.00	32.00
Tweede jaar diens by dieselfde werk- gewer.....	47.00	33.00
Daarna.....	52.00	35.00
Kelner, gekwalifiseer—		
Eerste jaar diens by dieselfde werk- gewer.....	30.00	23.00
Tweede jaar diens by dieselfde werk- gewer.....	33.00	25.00
Daarna.....	36.00	27.00
Kelner, leerling—		
Met minder as ses maande onder- vinding.....	20.00	18.00
Met minstens ses maande ondervin- ding maar minder as een jaar ondervinding.....	22.00	20.00
Met minstens een jaar ondervinding, maar minder as twee jaar onder- vinding.....	25.00	—
Wynkelner—		
Eerste jaar diens by dieselfde werk- gewer.....	30.00	—
Tweede jaar diens by dieselfde werk- gewer.....	33.00	—
Daarna.....	36.00	—
Wynkelner, leerling—		
Met minder as ses maande onder- vinding.....	20.00	—
Met minstens ses maande ondervin- ding, maar minder as een jaar ondervinding.....	22.00	—
Met minstens een jaar ondervinding, maar minder as twee jaar onder- vinding.....	25.00	—

"werknemer by spesiale funksies"—loon—25c per uur met 'n minimum van 75c.

"los werknemer"—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag diens minstens een ses-entwintigste van die maandloon betaal word wat vir 'n werknemer wat dieselfde klas werk verrig as wat daar van die los werknemer vereis word om te doen, voorgeskryf word; met dien verstande dat waar die werkgewer van 'n los werknemer vereis om die werk te doen van 'n klas weknemer vir wie 'n loon teen 'n stygende loonskaal voorgeskryf word, die uitdrukking "maandloon" die maandloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word.

(2) Die lone in hierdie klousule voorgeskryf, word geag die lewenskostoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is, Indien die lewenskostoelae wat betaalbaar is ingevolge genoemde Oorlogsmaatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, in so 'n mate verhoog word dat 'n werknemer geregtig sou word op 'n hoër besoldiging as die loon wat in hierdie klousule voorgeskryf word moet sy loon met minstens die bedrag wat die besoldiging hoër as sy loon is, verhoog word.

(3) Alle leerlingkelners moet onmiddellik wanneer hierdie Oorloegkoms in werking tree, 'n opleidingskollege wat deur die Raad erken word, bywoon.

Sodanige werknemers moet sodanige opleidingskollege buite hul gewone werkure vir 'n tydperk van minstens twaalf maande bywoon. Alle gelde wat ten opsigte van sodanige bywoning verskuldig is, is deur die werkgewers van die betrokke werknemers betaalbaar.

(4) *Aftrekkings vir etes en huisvesting*.—Wanneer 'n werknemer, uitgesonderd 'n los werknemer en 'n werknemer by spesiale funksies daartoe instem, of daar ingevolge die Bantoe Stadsgebiede Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes of huisvesting van sy werkgewer aan te neem, mag daar 'n bedrag wat nie hoër is as dié wat hieronder gespesifiseer word nie, van die werknemer se besoldiging afgetrek word; met dien verstande dat sodanige etes en huisvesting of etes of huisvesting die goedkeuring van die Nywerheidsraad moet wegdra.

	In the Liquor Trade. (Per Month.)	In the Private Hotel and Boarding- house Trades and/ or the Trade of Letting Flats or Rooms. (Per Month.)
	R	R
Head Waiter—		
First year's service with same employer	42.00	32.00
Second year's service with same employer.....	47.00	33.00
Thereafter.....	52.00	35.00
Waiter, qualified—		
First year's service with same employer	30.00	23.00
Second year's service with same employer.....	33.00	25.00
Thereafter.....	36.00	27.00
Waiter, learner—		
With less than six months' experience	20.00	18.00
With not less than six months' experience, but less than one year's experience.....	22.00	20.00
With not less than one year's experience, but less than two years' experience.....	25.00	—
Wine Steward—		
First year's service with same employer	30.00	—
Second year's service with same employer.....	33.00	—
Thereafter.....	36.00	—
Wine Steward, learner—		
With less than six months' experience	20.00	—
With not less than six months' experience, but less than one year's experience.....	22.00	—
With not less than one year's experience, but less than two years' experience.....	25.00	—

"special function employee"—wage—25c per hour with a minimum of 75c.

"casual labour"—a casual employee shall be paid in respect of every day or part of a day of employment not less than one twenty-sixth of the monthly wage prescribed for an employee who performs the same class of work as the casual employee is required to do; provided that where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "monthly wage" shall mean the monthly wage prescribed for a qualified employee of that class.

(2) 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.

(3) 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.

(4) *Board and Lodging Deductions*.—Whenever an employee other than a casual employee and a special function employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder, may be made from the employee's remuneration; provided that any such board and lodging or board or lodging shall be to the satisfaction of the Industrial Council.

(a) In die drankbedryf:—

	Bestuurder, kroegman, huis- houdster, klerk. Per maand.	Hoofkok, hoofkelner. Per maand.	Graad II- werknemer en nagwag. Per maand.	Alle ander werknemers. Per maand.
Etes.....	R 9.50	R 6.00	R 3.00	R 4.00
Huisvesting	3.50	2.00	1.00	2.00
Etes en huisvesting	13.00	8.00	4.00	6.00

(b) In die Privaathotel- en Losieshuisbedryf en die bedryf vir die verhuur van woonstelle of woonkamers:—

	Bestuurder, kroegman, huis- houdster, klerk. Per maand.	Hoofkok, hoofkelner. Per maand.	Alle ander werknemers. Per maand.
Etes.....	R 7.00	R 6.00	R 3.00
Huisvesting.....	3.00	1.00	1.00
Etes en huisvesting.....	10.00	7.00	4.00

Indien daar nie gereeld drie etes per dag aan 'n werknemer verskaf word nie, moet 'n bedrag van hoogstens 10 sent vir elke ete wat die werkgewer verskaf, afgetrek word.

Vir die toepassing van hierdie klousule beteken „etes” dat die werkgewer gereeld drie etes per dag verskaf en niks in hierdie Ooreenkoms moet so uitgelê word nie dat dit 'n werkgewer verhoed om 'n werknemer in diens te neem op die voorwaarde dat die werkgewer etes en huisvesting aan hom verskaf, en die werkgewer se reg om die bedrag wat vir etes en huisvesting voorgeskryf word, af te trek, word ook nie deur 'n werknemer se weiering om gebruik te maak van dié etes en huisvesting, of ete wat die werkgewer verskaf, geraak nie.

(5) *Differensiële loon.*—'n Werkgewer wat van 'n werknemer vereis of hom toelaat om vir langer as altesaam een uur op 'n bepaalde dag, hetsy benewens sy eie werk of in die plek daarvan, werk te verrig van 'n ander klas waarvoor of—

(a) 'n hoër loon as die van sy eie klas; of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in klousule 4 (1) voorgeskryf word, moet sodanige werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, dieselfde loon betaal as wat 'n gekwalifiseerde werknemer wat dieselfde klas werk verrig, betaal word.

(6) Geen leerling mag as 'n los werknemer teen 'n laer loon as dié wat vir dieselfde klas werk ten opsigte van 'n gekwalifiseerde werknemer in 'n bedryfsinrigting voorgeskryf word, in diens geneem word nie.

(7) Enige loonsverhoging waarop 'n leerling kragtens die bepalings van hierdie klousule geregtig is, word verskuldig en betaalbaar op die eerste betaaldag in die maand na voltooiing van die dienstdagperk wat hom op so 'n verhoging geregtig laat word.

(8) Niks in hierdie Ooreenkoms kan die loon verlaag wat voor die datum van hierdie Ooreenkoms aan 'n werknemer betaal is nie.

(9) Alle los werknemers en kelners vir spesiale funksies is geregtig om dié etes gratis te ontvang wat binne hul werkure val. As etes nie verskaf word nie, moet 'n toelae van 10 sent per ete betaal word.

(10) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag en, behoudens die bepalings van klousule 4 (4) en 6 van hierdie hoofstuk en klousule 1 (5) van Hoofstuk D, moet 'n werknemer ten opsigte van 'n maand minstens die volle maandloon betaal word wat in klousule 4 (1) gelees met klousule 4 (5), vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in elke week van sodanige maand die maksimum, getal gewone werke wat ingevolge klousule 3 vir hom geld, of minder, gewerk het.

5. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) (a) Alle werknemers, uitgesonderd bestuurders, kroegmanne, hoofkokke, kelners by spesiale funksies of los werknemers moet vir elke 50 weke diens by dieselfde werkgewer twee agtereenvolgende weke afwesigheidsverlof met volle betaling verleen word; met dien verstande dat die verlof wat aan dié werknemers wat vyf jaar of langer aaneenlopende diens by dieselfde werkgewer voltooi het, verleen moet word, na drie agtereenvolgende weke verlof ten opsigte van elke 49 weke diens by dieselfde werkgewer verleng moet word.

(a) In the Liquor Trade:—

	Manager, Barman, House- keeper, Clerical Employee. Per Month.	Head Cook, Head Waiter. Per Month.	Grade II Employee and Night- watchman. Per Month.	Any other Employee. Per Month.
Board.....	R 9.50	R 6.00	R 3.00	R 4.00
Lodging...	3.50	2.00	1.00	2.00
Board and Lodging.	13.00	8.00	4.00	6.00

(b) In the Private Hotel and Boarding-house Trades and the trade of Letting Residential Flats or Rooms:—

	Manager, Barman, House- keeper, Clerical Employee. Per Month.	Head Cook, Head Waiter. Per Month.	Any other Employee. Per Month.
Board.....	R 7.00	R 6.00	R 3.00
Lodging.....	3.00	1.00	1.00
Board and Lodging.....	10.00	7.00	4.00

Whenever an employee is not regularly provided with three meals a day, a deduction not exceeding 10 cents for each meal supplied by an employer shall be made.

For the purpose of this clause the expression “board” means the regular provision by an employer of three meals per day and nothing in this Agreement shall be so construed as to preclude an employer from engaging an employee on the condition that the employer shall provide him with board and lodging, nor shall the employer's right to make the deduction prescribed for board and lodging be affected by an employee's refusal to avail himself of such board and lodging or meal which the employer so provides.

(5) *Differential Wage.*—An employer who requires or permits an employee to perform for longer than one hour in the aggregate on any one day either in addition to his work or in substitution thereof work of another class for which either—

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

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

as prescribed in clause 4 (1) shall pay such employee in respect of the whole day on which he performs such work the same rate of pay as paid to a qualified employee doing the same class of work.

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

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

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

(9) All casual employees, and special function waiters shall be entitled free of charge to such meals as fall within their working hours. When meals are not provided an allowance of 10c per meal shall be paid.

(10) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee shall be on a monthly basis and save as provided in clauses 4 (4) and 6 of this chapter and clause 1 (5) of Chapter D, an employee shall be paid in respect of a month not less than the full monthly wage prescribed in clause 4 (1) read with clause 4 (5) for an employee of his class whether he has in each week of such month worked the maximum number of ordinary hours of work applicable to him in terms of clause 3 or less.

5. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) (a) All employees, other than managers, barmen, head-cooks, special function waiters, or casual employees, shall be given in respect of each 50 weeks of employment with the same employer, two consecutive weeks' leave of absence on full pay; provided that the leave to be given to such employees who have completed five or more consecutive years service with the same employer shall be increased to three consecutive weeks' leave in respect of each 49 weeks' employment with the same employer.

(b) Bestuurders, kroegmanne en hoofkokke moet ten opsigte van elke 49 weke diens by dieselfde werkgever drie agtereenvolgende weke afwesigheidsverlof met volle betaling verleen word.

(c) Die werkgever mag die tydperk waarop sodanige verlof geneem kan word, vasstel, maar as die werkgever nie aan sy werknemer sy verloftydperk reeds toegestaan het nie, moet dit so toegestaan en geneem word dat dit binne dertien weke na die beëindiging van 50 weke diens begin.

(d) 'n Werkgever moet aan sy werknemer wie se dienskontrak gedurende 12 maande diens by dieselfde werkgever beëindig word voor die verloftydperk in subklousule (1) van hierdie klousule voorgeskryf vir daardie tydperk, opgeloop het, by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide week van sodanige diens-tydperk 'n bedrag van minstens die volgende betaal:—

(i) In die geval van bestuurders, kroegmanne, hoofkokke en alle ander werknemers wat ingevolge die bepalings van subklousule (1) (a) van hierdie klousule op drie agtereenvolgende weke verlof geregtig is, drie vyftigstes van die weekloon;

(ii) in die geval van alle ander werknemers, twee vyftigstes van die weekloon wat hy onmiddellik voor sodanige beëindiging ontvang het.

(e) Die tydperk van verlof wat in subklousule (1) van hierdie klousule genoem word, mag nie saamval nie met enige tydperk van siekteverlof wat kragtens klousule 6 toegestaan word of, tensy die werknemer dit versoek en die werkgever skriftelik instem, met 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957.

(f) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof wat in subklousule (1) van hierdie klousule voorgeskryf word en wie se dienskontrak eindig voor sodanige verlof toegestaan is, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het indien die verlof op die datum van dié beëindiging aan hom toegestaan was.

(g) Indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne sodanige verloftydperk val, moet nog 'n dag in die plek van elke sodanige dag by genoemde tydperk bygetel word as 'n verdere verloftydperk met volle betaling.

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

- (a) met verlof kragtens subklousule (1) van hierdie klousule;
- (b) met siekteverlof kragtens klousule 6;
- (c) op las of op versoek van die werkgever;
- (d) gedurende enige tydperk wat hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan;

wat altesaam hoogstens tien weke in 'n jaar beloop ten opsigte van items (a), (b) en (c), en tot vier maande ten opsigte van item (d), en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op 'n tydperk van verlof kragtens 'n wet geregtig geword het, op dié datum waarop die werknemer laaste op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Ooreenkoms en op wie enige wet wat voorsiening maak vir jaarlikse verlof, van toepassing was, maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer in sy werkgever se diens getree het of die datum waarop hierdie Ooreenkoms van krag word, na gelang van die jongste datum.

(3) Geen werknemer wat met afwesigheidsverlof met volle betaling is, mag vir 'n loon of enige ander vergoeding werk in die bedrywe waarop hierdie Ooreenkoms van toepassing is nie.

(4) 'n Werkgever kan enige getal dae geleentheidsverlof met volle betaling wat aan sy werknemer toegestaan is, aftrek van die jaarlikse verloftydperk wat in subklousule (1) van hierdie klousule voorgeskryf word wanneer die werknemer dit skriftelik versoek gedurende die tydperk van 50 weke diens waarop die jaarlikse verloftydperk betrekking het.

(5) Openbare vakansiedae—

- (a) 'n Werknemer, uitgesonderd 'n los werknemer of 'n kelner by spesiale funksies, is geregtig op en moet verlof met volle betaling verleen word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag en Kersdag; met dien verstande dat daar van 'n werknemer vereis mag word om op enige sodanige dag te werk.
- (b) *Betaling vir werk op openbare vakansiedae.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n kelner by spesiale funksies, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag werk, moet sy werkgever hom vir enige sodanige dag teen minstens dubbel sy dagloon besoldig.
- (c) Die bepalings van die voorafgaande twee subklousules is nie op 'n bestuurder, soos omskryf in hierdie Ooreenkoms, van toepassing nie.

(b) Managers, barmen and head-cooks shall be granted in respect of each 49 weeks of employment with the same employer three consecutive weeks' leave of absence on full pay.

(c) The employer may fix the time when such leave may be taken, but if the employer shall not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within 13 weeks after the termination of 50 weeks employment.

(d) An employee whose contract of employment is terminated during any 12 months of employment with the same employer before the period of leave prescribed in sub-clause (1) of this clause in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid by his employer, in respect of each completed week of such period of employment an amount of not less than—

(i) in the case of managers, barmen, head-cooks and all other employees who in terms of the provisions of sub-clause (1) (a) of this clause are entitled to three consecutive weeks leave, three fiftieths of the weekly wage;

(ii) in the case of all other employees two fiftieths of the weekly wage, he was receiving immediately before such termination.

(e) The period of leave referred to in sub-clause (1) of this clause shall not run concurrently with any period of sick leave granted in terms of clause 6 nor, unless the employee so requests and the employer agrees in writing, with any period of military training in pursuance of the Defence Act, 1957.

(f) An employee who has become entitled to a period of leave prescribed in sub-clause (1) of this clause 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.

(g) If New Year's Day, Good Friday, Ascension Day, Day of the Covenant, or Christmas Day falls within the period of such leave, another day shall, in substitution for each such day be added to the said period as a further period of leave on full pay.

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

- (a) on leave in terms of sub-clause (1) of this clause;
- (b) on sick leave in terms of clause 6;
- (c) on the instruction or at the request of the employer;
- (d) during any period he is undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) and up to four months in respect of item (d) and employment shall be deemed to commence:—

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

(3) No employee shall work for wages or any other consideration in the trades to which this Agreement applies while on leave of absence on full pay.

(4) An employer may set off against the period of annual leave prescribed in sub-clause (1) of this clause any days of occasional leave granted on full pay to his employee at the latter's written request during the period of 50 weeks employment to which the period of annual leave relates.

(5) Public Holidays—

- (a) An employee other than a casual employee or a special function waiter shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day.
- (b) *Payment for Work on Public Holidays.*—Whenever an employee, other than a casual employee or special function waiter, works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant, or Christmas Day, his employer shall pay to him in respect of any such day remuneration at a rate not less than twice his daily wage.
- (c) The provisions of the preceding two sub-clauses shall not apply to a manager as defined in this Agreement.

6. SIEKTEVERLOF.

(1) Elke werknemer, uitgesonderd 'n los werknemer en 'n kelder by spesiale funksies, is geregtig op 14 dae siekteverlof met volle betaling in elke 12 maande ononderbroke diens by dieselfde werkgever, met dien verstande dat—

- (a) hy vier maande ononderbroke diens by dieselfde werkgever voltooi het; en
- (b) hy ten opsigte van sy siekte binne drie dae op sy eie koste 'n mediese sertifikaat in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, wat deur 'n geregistreerde mediese praktisyn uitgereik is, voorlê;
- (c) sy siekte nie deur sy eie wangedrag veroorsaak is nie.

(2) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag enige tydperk of tydperke in te sluit wat 'n werknemer afwesig is—

- (a) met verlof kragtens klousule 5;
- (b) op las of op versoek van sy werkgever;
- (c) met siekteverlof kragtens subklousule (1) van hierdie klousule;
- (d) vir 'n tydperk waarin hy ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan;

wat altesaam hoogstens tien weke in 'n jaar beloop ten opsigte van items (a), (b) en (c) en tot vier maande ten opsigte van item (d).

7. DIENSBEÏNDIGING.

(1) 'n Werkgever of werknemer, uitgesonderd 'n los werknemer en 'n kelder by spesiale funksies, wat sy dienskontrak wil beëindig, moet sewe dae skriftelik kennis gee van sy voorneme om die kontrak te beëindig; met dien verstande dat dit geen inbreuk maak op onderstaande nie:—

- (a) Die reg van 'n werkgever of 'n werknemer om op enige regsgeldige grond die dienskontrak sonder opsegging te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;

en voorts met dien verstande dat 'n werkgever of sy werknemer die kontrak sonder kennisgewing mag beëindig deur in plaas van opsegging 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 kennis, die weekloon;
- (ii) waar daar 'n ooreenkoms kragtens paragraaf (b) van die eerste voorbehoudsbepaling van subklousule (1) van hierdie klousule bestaan, moet die betaling of verbeuring in plaas van kennis ooreenstem met die opseggingstermyn waaroor ooreengekom is.

(2) Die kennis wat in subklousule (1) van hierdie klousule voorgeskryf word, geld vanaf die dag waarop dit gegee is; met dien verstande dat die opseggingstermyn nie mag saamval nie met of dat kennis nie gegee mag word nie gedurende 'n tydperk waarin 'n werknemer ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan of tydens 'n werknemer se afwesigheid met verlof wat kragtens klousule 5 toegestaan is, of met siekteverlof wat kragtens klousule 6 toegestaan is.

8. UNIFORMS EN WASGOED.

Werknemers, uitgesonderd graad II-werknemers, moet hul eie uniforms verskaf, wat bestaan uit 'n wit baadjie en swart of wit broek, maar met die toestemming van die werknemer kan 'n werkgever hierdie artikels vir sy werknemers, uitgesonderd vir graad II-werknemers, koop en hoogstens R2 per maand van die loon van die individuele werknemer aftrek totdat die artikels betaal is.

Waar 'n werkgever verlang dat 'n werknemer 'n spesiale uniform van enige ander kleur of ontwerp dra, moet die werkgever genoemde uniform gratis verskaf.

Werkgewers moet hul graad II-werknemers gratis van uniforms voorsien.

Die werkgewers moet die uniforms van alle werknemers gratis was en stryk.

HOOFSTUK B.

1. WOORDOMSKRYWINGS.

(1) Tensy dit anders uit die samehang blyk, het alle uitdrukkings wat in hierdie hoofstuk gebesig en in die Wet op Nywerheids- versoenings, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en tensy onbestaanbaar met die samehang, beteken—

- “assistent-huishoudster” 'n vroulike werknemer wat 'n huishoudster met die uitvoering van haar pligte behuipbaar en in haar afwesigheid vir haar mag optree;
- “slaapkamerbediende” 'n werknemer wat slaapkamers, woonvertrekke, of ander dele van 'n bedryfsinrigting afstof of aan die kant maak of beddens opmaak en wat tee of koffie of soortgelyke drankte mag maak of bedien, of tydens maaltye in die kombuis mag help;
- “slaapkamerbediende-kelder” 'n manlike werknemer wat een of meer van die pligte van 'n kelder en een of meer van die pligte van 'n slaapkamerbediende of 'n graad II-werknemer uitvoer;

6. SICK LEAVE.

(1) Each employee, other than a casual employee, and a special function waiter, shall be entitled to 14 days' sick leave on full pay during every 12 months continuous employment with the same employer, provided that—

- (a) he has completed four months' continuous employment with the same employer; and
- (b) he produces within three days at his own expense a medical certificate in the form prescribed in Annexure A to this Agreement in respect of his illness issued by a registered medical practitioner;
- (c) his illness has not been caused by his own misconduct.

(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 5;
- (b) on the instruction or at the request of his employer;
- (c) on sick leave in terms of sub-clause (1) of this clause;
- (d) during any period an employee is undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c) and up to four months in respect of item (d).

7. TERMINATION OF EMPLOYMENT.

(1) An employer or an employee, other than a casual employee and a special function waiter who desires to terminate the contract of employment, shall give seven days' notice in writing of his intention to terminate the contract; provided that this shall not affect—

- (a) the right of an employer or an employee to terminate the contract of employment, without notice for any cause recognised by law as sufficient;
- (b) 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 his employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice, not less than—

- (i) in the case of seven days notice, the weekly wage;
- (ii) where there is an agreement in terms of paragraph (b) of the first proviso to sub-clause (1) of this clause, the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(2) The notice prescribed in sub-clause (1) of this clause shall commence to run from the day on which it was given; provided that the period of notice shall not run concurrently with nor shall notice be given during any period an employee is undergoing military training in pursuance of the Defence Act, 1957, or during an employee's absence on leave granted in terms of clause 5 or on sick leave granted in terms of clause 6.

8. UNIFORMS AND LAUNDRY.

Employees, with the exception of grade II employees must supply their own uniforms consisting of white coat and black or white trousers, but with the consent of the employee, an employer may purchase these articles for his employees other than grade II employees and deduct not more than R2 per month from the wage of the individual employee until the articles are paid for.

Where an employer desires an employee to wear a special uniform of any other colour or design, the said uniform shall be supplied free of charge by the employer.

Grade II employees shall be supplied free of charge with uniforms by their employers.

The uniforms of all employees shall be laundered free of charge by the employers.

CHAPTER B.

1. DEFINITIONS.

(1) Unless the context otherwise indicates, any expression which is used in this chapter and which is defined in the Industrial Conciliation Act, 1956, has the same meaning as in that Act and unless inconsistent with the context—

- “assistant housekeeper” means a female employee who assists a housekeeper in the performance of her duties and who may act for her during her absence;
- “bedroom attendant” means an employee who is engaged in dusting or tidying bedrooms, living rooms or other parts of an establishment or in making beds and who may make or serve tea or coffee or similar beverages, or assist in the kitchen during meals;
- “bedroom attendant-waiter” means a male employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or of a grade II employee;

"slaapkamerbediende-kelner, gekwalifiseer," 'n slaapkamerbediende-kelner met minstens ses maande ondervinding;

"slaapkamerbediende-kelner, ongekwalifiseer," 'n slaapkamerbediende-kelner met minder as ses maande ondervinding;

"slaapkamerbediende-kelnerin," 'n vroulike werknemer wat een of meer van die pligte van 'n kelnerin en een of meer van die pligte van 'n slaapkamerbediende of 'n graad II-werknemer uitvoer;

"slaapkamerbediende-kelnerin, gekwalifiseer," 'n slaapkamerbediende kelnerin met minder as ses maande ondervinding;

"slaapkamerbediende-kelnerin, ongekwalifiseer," 'n slaapkamerbediende-kelnerin met minder as ses maande ondervinding;

"los werknemer," 'n werknemer wat op hoogstens drie dae in enige week by dieselfde werkgever in diens is;

"klerk," 'n werknemer wat skryf-, tik-, liasseer- of enige ander klerklike werk doen en omvat dit ook 'n kassier en ontvangsdame, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al maak klerklike werk ook deel uit van sodanige werknemer se pligte;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

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

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

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

"kok," 'n werknemer, uitgesonderd 'n kokshulp, 'n kombuis-hulp, 'n kelner of kelnerin, wat kos vir gaste voorberei of gaarmaak;

"kok, gekwalifiseer," 'n kok met minstens twee jaar ondervinding;

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

"kokshulp," 'n werknemer, uitgesonderd 'n kombuis-hulp, wat onder toesig van 'n hoofkok of 'n gekwalifiseerde kok sodanige kok by enige van sy pligte behulpsaam is of wat vleis of ander voedsel gaarmaak wat vir gebruik deur ander persone as gaste bedoel is en wat ontbyt vir gaste mag gaarmaak;

"dagloon" die maandloon van 'n werknemer, uitgesonderd 'n los werknemer, gedeel deur ses-en-twintig;

"noodwerk" enige werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, epidemie, geweld daad of diefstal sonder versuim gedoen moet word;

"bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers in die privaathotel- en losieshuis-bedryf in diens is;

"ondervinding" met betrekking tot 'n slaapkamerbediende-kelner, 'n slaapkamerbediende-kelnerin, 'n klerk, 'n kok, 'n kelner of 'n kelnerin, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n slaapkamerbediende-kelner, 'n slaapkamerbediende-kelnerin, 'n klerk, 'n kok, 'n kelner of 'n kelnerin in enige bedryf of in diens van die Staat gewerk het; met dien verstande dat slegs een helfte van die totale dienstydperk of -tydperke wat 'n werknemer as 'n deeltydse werknemer in enige klas gehad het, geag word diens in daardie klas te wees;

"graad I-werknemer" 'n kombuis-hulp, 'n hoteljoggie en 'n nagwag en omvat dit ook 'n werknemer wat nie uitdruklik in klousule 2 (1) vermeld word nie;

"graad II-werknemer" 'n werknemer wat een of meer van die volgende werksaamhede of pligte uitvoer:—

- Etes, tee of koffie of soortgelyke drankie aandra, uitgesonderd na gaste wat besig is om in die eetkamer van 'n bedryfsinrigting etes te nuttig;
- gerei, bagasie of ander artikels dra, verskuif of opstapel, vuilwater verwyder of waterbottels of -bekers vul of leegmaak;
- briewe, boodskappe of pakkies te voet of met 'n trapfiets, driewiel, stootkar of soortgelyke vervoermiddel aflewer;
- baddens, wasbakke, gerei, meubels, vensters, persele, voertuie, skoel, groente, vis, pluimvee of ander artikels skoonmaak;
- vloere, meubels of ander artikels poleer;
- pluimvee pluk, visskubbe afkrap of vrugte of groente skil of stukkend sny;
- vuurmaak of vure stook, of afval of as verwyder;
- diere of pluimvee oppas;
- 'n stootkar of soortgelyke vervoermiddel stoot of trek;
- persele, bagasie, voertuie of ander artikels oppas, hoofsaaklik tussen die ure 7 vm. en 7 nm.;
- tuinwerk;

"gas" iemand wat hetsy vas of tydelik by 'n bedryfsinrigting inwoon, en omvat dit ook 'n tafelloosende of 'n besoeker, maar nie die werkgever of sy gesin nie en ook nie 'n werknemer of dié se gesin nie;

"bedroom attendant-waiter, qualified," means a bedroom attendant-waiter who has had not less than six months' experience;

"bedroom attendant-waiter, unqualified," means a bedroom attendant-waiter, who has had less than six months' experience;

"bedroom attendant-waitress" means a female employee who performs one or more of the duties of a waitress and one or more of the duties of a bedroom attendant or of a grade II employee;

"bedroom attendant-waitress, qualified," means a bedroom attendant-waitress who has had not less than six months' experience;

"bedroom attendant-waitress, unqualified," means a bedroom attendant-waitress who has had less than six months' experience;

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

"clerk" means an employee who is engaged in writing, typing, filing 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;

"clerk, female, qualified," means a female clerk who has had not less than four years' experience;

"clerk, female, unqualified," means a female clerk who has had less than four years' experience;

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

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

"cook" means an employee, other than a cook's assistant, a kitchen hand, a waiter or a waitress who is engaged in preparing or cooking food for guests;

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

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

"cook's assistant" means an employee, other than a kitchen hand who, under the supervision of a head cook or a qualified cook, assists such cook in any of his duties or who cooks meat or other foodstuffs intended for consumption per persons other than guests and who may cook breakfast for guests;

"daily wage" means the monthly wage of an employee, other than a casual employee, divided by twenty-six;

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

"establishment" means any premises in or in connection with which one or more employees are employed in the Private Hotel and Board-house Trade;

"experience" means in relation to a bedroom attendant-waiter, a bedroom attendant-waitress, a clerk, a cook, a waiter or a waitress, the total period or periods of employment which an employee has had in any trade or in the service of the State as a bedroom attendant-waiter, a bedroom attendant-waitress, a clerk, a cook, a waiter or a waitress, respectively: Provided that only one-half of the total period or periods of employment which an employee has had as a part-time employee in any class shall be deemed to be employment in that class;

"grade I employee" means a kitchen hand, a page and a night watchman, and includes an employee not specifically mentioned in clause (2) (1);

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

- Carrying meals or tea or coffee or similar beverages other than to guests who are partaking of meals in the dining-room of an establishment;
- carrying, moving or stacking utensils, luggage or other articles; removing slops or filling or emptying water bottles or jugs;
- delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;
- cleaning baths, wash basins, utensils, furniture, windows, premises, vehicles, footwear, vegetables, fish, poultry or other articles;
- polishing floors, furniture or other articles;
- plucking poultry, scaling fish or peeling or cutting up fruit or vegetables;
- making or maintaining fires or removing refuse or ashes;
- tending animals or poultry;
- pushing or pulling any hand cart or similar conveyance;
- guarding premises, luggage, vehicles or other articles mainly between the hours of 7 a.m. and 7 p.m.;
- gardening work;

"guest" means any person who resides either permanently or temporarily in an establishment and includes a table boarder or visitor, but does not include the employer or his family or an employee or the family of such employee;

"faktotum" 'n werknemer wat minder belangrike herstel- of opknappingswerk aan meubels, installasie, toerusting of geboue uitvoer;

"hoofkok" 'n gekwalifiseerde kok wat in beheer is van en toesig hou oor die werk van die werknemers in die kombuis van 'n bedryfsinrigting waarin minstens nog een gekwalifiseerde kok in diens is;

"hoofkelner" of "hoofkelnerin" 'n gekwalifiseerde kelner of kelnerin wat in die eetkamer van 'n bedryfsinrigting verantwoordelik is vir en toesig hou oor die werk van die kelners, kelnerinne, slaapkamerbediende-kelners of die slaapkamerbediende-kelnerinne;

"huishoudster" 'n vroulike werknemer wat—

- (a) oor die werk van die slaapkamerbediendes toesig hou; of
- (b) voorrade uitreik; of
- (c) in algemene beheer is van die voorrade linne en verantwoordelik is vir die ontvang, bêre, kontroleer, heelmaak of was van sodanige linne,

en wat gedurende etes oor die werksaamhede in die kombuis of eetkamer toesig mag hou;

"kombuishulp" 'n werknemer, uitgesonderd 'n graad II-werknemer, wat rou voedsel stukkend sny of voorberei vir gaarmaak, brood rooster of tee, koffie of soortgelyke drankke maak, pap of eiers gaarmaak, of let op groente wat kook;

"bestuurder" 'n werknemer wat deur sy werkgever belas is met die algemene—

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

die bedrywighede van 'n bedryfsinrigting en die werknemers daarin werksaam;

"nagportier" 'n werknemer wat daarvoor verantwoordelik is om deure en vensters te sluit, ligte af te skakel, laat aankomelinge na hulle kamers te neem of te sorg dat daar soggens vuur in die kombuis gemaak word, en wat na 8 nm. tee, koffie of soortgelyke drankke, of toebroodjies mag maak of dit aan gaste mag bedien;

"nagwag" 'n werknemer wat tussen die ure 7 nm. en 7 vm. persele, bagasie, voertuie of ander eiendom bewaak, die vuur in 'n stoomketel mag maak, stook of uithaal, die vuur in 'n kombuisstook mag maak, water mag opsit om te kook en pap mag maak;

"hoteljoggie" 'n werknemer wat klokkiens of telefoonoproep beantwoord en boodskappe doen en wat briewe, boodskappe of pakkies mag ontvang of aflewer;

"deeltydse werknemer" 'n werknemer wat by die week of maand in diens is vir hoogstens vyf gewone werkure op 'n dag;

"portier" 'n werknemer wat treine inwag, gaste na hulle kamers neem en bagasie vervoer, en wat mag help met die bediening van etes of verversings;

"privaathotel- en losieshuisbedryf" die bedryf van—

- (a) hotelhouer (uitgesonderd die bedryf ten opsigte waarvan 'n lisensie kragtens die bepalings van die Drankwet, 1928, soos gewysig, vereis word);
- (b) losies- of huurkamerhuishouder;

soos uitgeoefen deur diegene wat verplig is om 'n lisensie, soos bedoel in item 4 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962, uit te neem;

"werkdagbestek" die tydperk op enige dag vanaf die tydstop waarop die werknemer begin werk totdat hy die werk vir daardie dag staak;

"loon" die bedrag wat ingevolge klousule 2 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos by klousule 3 voorgeskryf: Met dien verstande dat as 'n werkgever sy werknemer ten opsigte van sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 2 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

"kelner" 'n manlike werknemer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, etes aan gaste bedien en wat toebroodjies of slaie mag maak of tydens maaltye wyn of bier aan gaste mag bedien;

"kelner, gekwalifiseer," 'n kelner met minstens agtien maande ondervinding;

"kelner, ongekwalifiseer," 'n kelner met minder as agtien maande ondervinding;

"kelnerin" 'n vroulike werknemer, uitgesonderd 'n slaapkamerbediende-kelnerin, wat dieselfde pligte as dié van 'n kelner verrig;

"kelnerin, gekwalifiseer," 'n kelnerin met minstens agtien maande ondervinding;

"kelnerin, ongekwalifiseer," 'n kelnerin met minder as agtien maande ondervinding.

(2) By die toepassing van hierdie hoofstuk word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

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

"head cook" means a qualified cook who is in charge of and supervises the work of the employees in the kitchen of an establishment in which at least one other qualified cook is employed;

"head waiter" or "head waitress" means a qualified waiter or waitress who is in charge of and supervises the work of the waiters, the waitresses, the bedroom attendant-waiters or the bedroom attendant-waitresses in the dining-room of an establishment;

"housekeeper" means a female employee who—

- (a) supervises the work of the bedroom attendants; or
- (b) issues stores; or
- (c) is in general charge of the stocks of linen and responsible for the receiving, storing, checking, repairing or laundering of such linen;

and who may supervise activities in the kitchen or dining-room during meals;

"kitchen hand" means an employee, other than a grade II employee, who is engaged in cutting up or preparing raw foodstuffs for cooking, making toast or tea or coffee or similar beverages, cooking porridge or eggs or attending to vegetables in process of cooking;

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

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

the activities of an establishment and the employees engaged therein;

"night porter" means an employee who is responsible for locking doors or windows, switching off lights, showing late arrivals to their rooms, or seeing that fires are made up in the kitchen in the morning, and who may make or serve tea, coffee or similar beverages or sandwiches to guests after 8 p.m.;

"night watchman" means an employee who between the hours of 7 p.m. and 7 a.m. is engaged in guarding premises, luggage, vehicles or other property and who may make, maintain and draw the fire of a boiler, and make the fire in a kitchen stove, put water on to boil and making porridge;

"page" means an employee who answers bells or telephone calls and runs errands and who may receive or deliver letters, messages or parcels;

"part-time employee" means an employee who is employed by the week or month for not more than five ordinary hours of work on any day;

"porter" means an employee who is engaged in meeting trains, conducting guests to their rooms and conveying luggage, and who may assist in serving meals or refreshments;

"Private Hotel and Boarding-house Trade" means the trade of—

- (a) hotelkeeper (except the trade in respect of which a licence is required in terms of the Liquor Act, 1928, as amended);
- (b) boarding- or lodging-house keeper;

as carried on by persons who are required to take out a licence as specified in item 4 of Part 1 of the Second Schedule to the Licences Act, 1962;

"spreadover" means the period in any day from the time an employee commences work until he ceases work for that day;

"wage" means the amount of money payable to an employee in terms of clause 2 (1) in respect of his ordinary hours of work as prescribed in clause 3; provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 2 (1) it means such higher amount;

"waiter" means a male employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads or serve wine or beer to guests at meal times;

"waiter, qualified," means a waiter who has not less than eighteen months' experience;

"waiter, unqualified," means a waiter who has had less than eighteen months' experience;

"waitress" means a female employee, other than a bedroom attendant-waitress, who performs the same duties as a waiter;

"waitress, qualified," means a waitress who has had not less than eighteen months' experience;

"waitress, unqualified," means a waitress who has had less than eighteen months' experience.

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

2. BESOLDIGING.

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, word hieronder uiteengesit:—

(a) Werknemers, uitgesonderd deeltydse werknemers en los werknemers.

	Per maand. R
Assistent-huishoudster.....	50.00
Slaapkamerbediende—	
Vrou.....	21.76
Man.....	21.76
Slaapkamerbediende-kelner—	
Gekwalifiseer.....	23.41
Ongekwalifiseer.....	20.50
Slaapkamerbediende-kelnerin—	
Gekwalifiseer.....	23.41
Ongekwalifiseer.....	20.50
Klerk, vrou, gekwalifiseer.....	68.00
Klerk, vrou, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	43.73
Gedurende die tweede jaar ondervinding.....	47.84
Gedurende die derde jaar ondervinding.....	53.34
Gedurende die vierde jaar ondervinding.....	65.88
Klerk, man, gekwalifiseer.....	100.00
Klerk, man, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	43.73
Gedurende die tweede jaar ondervinding.....	52.00
Gedurende die derde jaar ondervinding.....	65.07
Gedurende die vierde jaar ondervinding.....	77.53
Gedurende die vyfde jaar ondervinding.....	88.00
Kok, vrou, gekwalifiseer.....	36.92
Kok, vrou, ongekwalifiseer—	
Gedurende die eerste ses maande ondervinding.....	23.75
Gedurende die tweede ses maande ondervinding.....	24.10
Gedurende die derde ses maande ondervinding.....	28.20
Gedurende die vierde ses maande ondervinding.....	32.72
Kok, man, gekwalifiseer.....	36.92
Kok, man, ongekwalifiseer—	
Gedurende die eerste ses maande ondervinding.....	23.75
Gedurende die tweede ses maande ondervinding.....	24.10
Gedurende die derde ses maande ondervinding.....	28.20
Gedurende die vierde ses maande ondervinding.....	32.72
Kokshulp.....	26.49
Graad I-werknemer.....	21.76
Graad II-werknemer, vrou.....	18.96
Graad II-werknemer, man—	
18 jaar oud en ouer.....	20.76
Jonger as 18 jaar.....	16.96
Faktotum.....	41.22
Hoofkok.....	44.41
Hoofkelner.....	36.92
Hoofkelnerin.....	36.92
Huishoudster.....	60.00
Nagportier.....	35.92
Portier.....	36.92
Kelner, gekwalifiseer.....	29.99
Kelner, ongekwalifiseer—	
Gedurende die eerste ses maande ondervinding.....	21.26
Gedurende die tweede ses maande ondervinding.....	23.91
Gedurende die derde ses maande ondervinding.....	25.00
Kelnerin, gekwalifiseer.....	29.99
Kelnerin, ongekwalifiseer—	
Gedurende die eerste ses maande ondervinding.....	21.26
Gedurende die tweede ses maande ondervinding.....	23.91
Gedurende die derde ses maande ondervinding.....	25.00

(b) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens drie-vierdes betaal word van die loon wat in paragraaf (a) voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as dié wat daar van die deeltydse werknemer vereis word om te doen.

(c) *Los werknemer.*—'n Los werknemer moet vir elke dag of gedeelte van 'n dag diens minstens een ses-en-twintigste van die maandloon betaal word wat in paragraaf (a) voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as dié wat daar van die los werknemer vereis word om te doen: Met dien verstande dat, as die werkgewer van 'n los werknemer vereis of hom toelaat om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "maandloon" die maandloon beteken wat vir 'n gekwalifiseerde werknemer van dié klas voorgeskryf word, en voorts met dien verstande dat as die werkgewer van sy los werknemer vereis of hom toelaat om vir 'n tydperk van hoogstens vier agtereenvolgende ure op 'n dag te werk, sy loon vir dié dag met hoogstens vyftig per sent verminder mag word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag en, behoudens die bepalings van klousule 2 (7) en 5 van hierdie hoofstuk en klousule 1 (5) van Hoofstuk D, moet 'n werknemer ten opsigte van 'n maand minstens die volle maandloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in elke week van sodanige maand die maksimum getal gewone werke wat ingevolge klousule 3 vir hom geld, of minder gewerk het.

2. REMUNERATION.

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

(a) Employees other than part-time employees and casual employees.

	Per Month. R
Assistant housekeeper.....	50.00
Bedroom Attendant	
Female.....	21.76
Male.....	21.76
Bedroom Attendant-waiter	
Qualified.....	23.41
Unqualified.....	20.50
Bedroom Attendant-waitress	
Qualified.....	23.41
Unqualified.....	20.50
Clerk, female, qualified.....	68.00
Clerk, female, unqualified—	
During the first year of experience.....	43.73
During the second year of experience.....	47.84
During the third year of experience.....	53.34
During the fourth year of experience.....	65.88
Clerk, male, qualified.....	100.00
Clerk, male, unqualified—	
During the first year of experience.....	43.73
During the second year of experience.....	52.00
During the third year of experience.....	65.07
During the fourth year of experience.....	77.53
During the fifth year of experience.....	88.00
Cook, female, qualified.....	36.92
Cook, female, unqualified—	
During the first six months of experience.....	23.75
During the second six months of experience.....	24.10
During the third six months of experience.....	28.20
During the fourth six months of experience.....	32.72
Cook, male, qualified.....	36.92
Cook, male, unqualified—	
During the first six months of experience.....	23.75
During the second six months of experience.....	24.10
During the third six months of experience.....	28.20
During the fourth six months of experience.....	32.72
Cook's Assistant.....	26.49
Grade I employee.....	21.76
Grade II employee, female.....	18.96
Grade II employee, male—	
18 years of age or over.....	20.76
Under 18 years of age.....	16.96
Handyman.....	41.22
Head Cook.....	44.41
Head Waiter.....	36.92
Head Waitress.....	36.92
Housekeeper.....	60.00
Night Porter.....	35.92
Porter.....	36.92
Waiter, qualified.....	29.99
Waiter, unqualified—	
During the first six months of experience.....	21.26
During the second six months of experience.....	23.91
During the third six months of experience.....	25.00
Waitress, qualified.....	29.99
Waitress, unqualified—	
During the first six months of experience.....	21.26
During the second six months of experience.....	23.91
During the third six months of experience.....	25.00

(b) *Part-time Employee.*—A part-time employee shall be paid not less than three-fourths of the wage prescribed in paragraph (a) for an employee of the same sex who performs the same class of work as that part-time employee is required to do.

(c) *Casual Employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one twenty-sixth of the monthly wage prescribed in paragraph (a) for an employee of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires or permits a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "monthly wage" shall mean the monthly wage prescribed for a qualified employee of that class, and provided further that, where the employer requires or permits a casual employee to work for a period of not more than four consecutive hours on any day his wage for such day may be reduced by not more than fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a monthly basis and, save as provided in clauses 2 (7) and 5 of this chapter and clause 1 (5) of Chapter D, an employee shall be paid in respect of a month not less than the full monthly wage prescribed in sub-clause (1), read with sub-clause (3), for an employee of his class, whether he has in each week of such month worked the maximum number of ordinary hours of work applicable to him in terms of clause 3 or less.

(3) *Differensieël loon.*—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers vir langer as altesaam een uur op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas verrig waarvoor of—

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

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van dié dag soos volg betaal:—

- (i) In die geval in paragraaf (a) vermeld, minstens die dagloon bereken teen die hoër loon; en
- (ii) in die geval in paragraaf (b) vermeld, minstens die dagloon bereken op die kerf in die stygende skaal net bo die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

- (i) dat die bepalings van hierdie subklousule nie van toepassing is wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus nie;
- (ii) dat, tensy daar uitdruklik in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer anders bepaal word, niks in hierdie vasstelling só uitgelê moet word dat dit 'n werkgewer belet om van sy werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrywe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Berekening van lone.*—(a) Die weekloon van 'n werknemer is sy maandloon gedeel deur vier en een derde.

(b) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal weeklikse werkure in klousule 3 vir 'n werknemer van sy klas voorgeskryf.

(5) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat ingevolge Oorlogsmaat-reël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostoelae wat ingevolge genoemde Oorlogsmaat-reël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, betaalbaar is, in so 'n mate verhoog word dat 'n werknemer geregtig sou word op 'n hoër besoldiging as die loon wat in hierdie klousule voorgeskryf word, moet sy loon met minstens die bedrag wat die besoldiging hoër as sy loon is, verhoog word.

(6) *Etes en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om by hom, of by enige persoon of plek wat deur hom aangewys word, te eet of huisvesting aan te neem of te eet en huisvesting aan te neem nie.

(7) *Aftrekkings vir etes en huisvesting.*—(a) Wanneer 'n werknemer daartoe instem, of wanneer daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes of huisvesting van sy werkgewer aan te neem, hoogstens die bedrae wat hieronder gemeld word:—

	Etes. Per maand.	Huisvesting. Per maand.	Etes en huisvesting. Per maand.
	R	R	R
(i) Klerk, assistent-huishoudster, uitgesonderd los werknemers	14.00	6.00	20.00
(ii) Alle ander werknemers, uitgesonderd los werknemers....	4.50	1.00	5.50
(iii) Los werknemers....		5 sent per ete.	

(b) wanneer daar nie gereeld drie etes per dag aan 'n werknemer verskaf word nie, 'n bedrag van 15 sent in die geval van 'n klerk, 'n assistent-huishoudster of 'n huishoudster en vyf sent in die geval van alle ander werknemers, vir elke ete wat die werkgewer aan hom/haar verskaf;

(c) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat die werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of aan huisvesting in 'n tehuis wat deur die werknemer in 'n lokasie of Bantoeoord, onder die beheer van sodanige raad of ander plaaslike bestuur, bewoon word.

(8) By die toepassing van paragraaf (a) van subklousule (7) beteken die uitdrukking "etes" dat die werkgewer gereeld drie etes per dag verskaf en niks in hierdie Ooreenkoms word so uitgelê dat dit 'n werkgewer belet om 'n werknemer op die voorwaarde dat die werkgewer hom van kos voorsien, in diens te neem nie, en die werkgewer se reg om die bedrag af te trek wat in subklousule (a) van paragraaf (7) vir etes voorgeskryf word, word nie geraak deur die werknemer se weiering om gebruik te maak van 'n ete wat die werkgewer aldus verskaf nie.

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

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

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

- (i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

- (i) that the provisions of this sub-clause shall not apply where the difference between classes in terms of sub-clause (1) is based on age, experience or sex;
- (ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of Wages.*—(a) The weekly wage of an employee shall be his monthly wage divided by four and one-third.

(b) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 3 for an employee of his class.

(5) 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 superceding 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.

(6) *Board and Lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(7) *Board and Lodging Deductions.*—(a) Whenever an employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Board. Per Month.	Lodging. Per Month.	Board and Lodging. Per Month.
	R	R	R
(i) Clerk, assistant housekeeper and housekeeper, other than casual employees.....	14.00	6.00	20.00
(ii) All other employees, other than casual employees.....	4.50	1.00	5.50
(iii) Casual employees...		5 cents per meal.	

(b) Whenever an employee is not regularly provided with three meals a day, a deduction of 15 cents in the case of a clerk, an assistant housekeeper or a housekeeper and five cents in the case of any other employee for each meal supplied to him by the employer.

(c) With the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such Council or other local authority.

(8) For the purpose of paragraph (a) of sub-clause (7) the expression "board" means the regular provision by an employer of three meals per day and nothing in this Agreement shall be so construed as to preclude an employer from engaging an employee on the condition that the employer shall provide him with board, nor shall the employer's right to make the deduction prescribed in sub-clause (a) of paragraph (7) for board be affected by an employee's refusal to avail himself of a meal which the employer so provides.

3. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK.

(1) *Gewone werkure.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer gewone werkure as die volgende te werk nie:—

- (a) in die geval van 'n werknemer, uitgesonderd 'n deeltydse of 'n los werknemer, agt-en-veertig in 'n week van Maandag tot en met Sondag;
- (b) in die geval van 'n deeltydse werknemer, vyf-en-dertig in 'n week van Maandag tot en met Sondag;
- (c) in die geval van 'n los werknemer, nege op 'n dag.

(2) *Werkdagbestek.*—Die gewone werkure en alle oortyd van 'n werknemer, met inbegrip van alle etenspouses, moet in 'n werkdagbestek van hoogstens veertien uur op 'n dag voltooi word.

(3) *Etenspouses.*—'n Werkgewer moet aan elkeen van sy werknemers wat dan op diens is, 'n etenspouse van minstens dertig minute toestaan binne een uur van elke gereelde etenstyd vir die gaste in die bedryfsinrigting en daar mag nie vereis of toegelaat word dat 'n werknemer gedurende sodanige pouse enige werk verrig nie, en sodanige pouse vorm nie deel van die gewone werkure of oortyd nie: Met dien verstande—

- (i) dat werktye wat onderbreek word deur pouses van minder as 'n halfuur geag word aaneen te loop;
- (ii) dat die werktidperk tussen enige twee sodanige etenspouses hoogstens ses agtereenvolgende ure mag wees.

(4) (i) *Weeklikse vrytyd.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd nagwagte, nagportiers en los werknemers, in elke week minstens sestiën agtereenvolgende ure vry tyd toestaan wat om 2.30 nm. begin, of een-en-twintig en 'n half agtereenvolgende ure wat om 8 nm. begin, waarin die werknemer nie verplig of toegelaat mag word om te werk nie.

(ii) Nagwagte en nagportiers moet minstens een vry dag in elke week diens verleen word.

(5) *Oortydwerk.*—Alle tyd wat 'n werknemer langer werk as die getal ure wat in subklousule (1) voorgeskryf word, is oortyd.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie vereis of toelaat dat 'n werknemer langer oortyd werk nie as—

- (a) in die geval van 'n los werknemer, twee uur per dag;
- (b) in die geval van enige ander werknemer, tien uur in 'n week.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet 'n werknemer wat oortyd werk, minstens die volgende betaal:—

- (a) in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;
- (b) in die geval van enige ander werknemer, een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in 'n week gewerk.

(8) *Voorbehoudsbepalings.*—(a) Behoudens die bepalinge in subklousule (4) (ii), is die bepalinge van hierdie klousule nie op 'n nagportier of 'n nagwag van toepassing nie.

(b) Die bepalinge van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer onderwyl hy noodwerk verrig nie.

4. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousules (2), (3) en (4) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooië tydperk van twaalf maande diens by hom, veertien agtereenvolgende kalenderdae verlof toestaan en sodanige werknemer ten opsigte van sodanige verlof minstens dubbel die weekloon betaal waarop hy vanaf die eerste dag van die verlof geregtig is.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tydstop wat die werkgewer bepaal: Met dien verstande—

- (i) dat, as sodanige verlof nie eerder toegestaan is nie, dit, behoudens die bepalinge van subklousule (3), só toegestaan moet word dat dit begin binne vier maande ná voltooiing van die twaalf maande diens waarop dit betrekking het; of dat, as die werkgewer en sy werknemer voor die afloop van die gemelde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan vanaf 'n datum hoogstens twee maande nadat gemelde tydperk van vier maande verstryk het;
- (ii) dat die tydperk van verlof nie met siekteverlof wat ingevolge klousule 5 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, mag saamval nie;
- (iii) dat, as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte van Kersdag binne die tydperk van sodanige verlof val, daar vir elke sodanige vakansiedag nog 'n werkdag by gemelde tydperk as verdere verloftyd gevoeg en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal moet word;
- (iv) dat 'n werkgewer al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk mag aftrek.

3. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—An employer shall not require or permit an employee to work more ordinary hours of work than—

- (a) in the case of an employee other than a part-time or a casual employee, fifty-eight in any week from Monday to Sunday, inclusive;
- (b) in the case of a part-time employee, thirty-five in any week from Monday to Sunday, inclusive;
- (c) in the case of a casual employee, nine on any day.

(2) *Spreadover.*—The ordinary hours of work and all overtime of an employee shall be completed and all meal intervals must be included in a spreadover of not more than fourteen hours on any day.

(3) *Meal Intervals.*—An employer shall grant to each of his employees then on duty a meal interval of not less than thirty minutes within one hour of each normal meal time for guests in the establishment and during such interval the employees shall not be required or permitted to do any work and such interval shall not be part of the ordinary hours of work or overtime: Provided that—

- (i) periods of work interrupted by intervals of less than thirty minutes shall be deemed to be continuous;
- (ii) the period of work between any two such meal intervals shall not be longer than six consecutive hours.

(4) (i) *Weekly Time Off Duty.*—An employer shall grant to each of his employees, other than night watchmen, night porters and casual employees, not less time off in any week than sixteen consecutive hours commencing at 2.30 p.m. or twenty-one and a half consecutive hours commencing at 8 p.m., during which the employee shall not be required or permitted to work.

(ii) Night watchmen and night porters shall be granted one day off-duty in each week of service.

(5) *Overtime.*—All time worked by an employee in excess of the number of hours prescribed in sub-clause (1) shall be overtime.

(6) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—

- (a) in the case of a casual employee, two hours on any day;
- (b) in the case of any other employee, ten hours in any week.

(7) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

- (a) in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
- (b) in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(8) *Savings.*—(a) The provisions of this clause shall, except as provided in sub-clause (4) (ii) not apply to a night porter or a night watchman.

(b) The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

4. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2), (3) and (4), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him fourteen consecutive calendar days leave and shall pay such employee in respect of such leave an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided—

- (i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and his employee have agreed thereto, in writing before the expiry of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiry of the said period of four months;
- (ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 5 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training under the Defence Act, 1957;
- (iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount not less than his daily wage in respect of each such day added;
- (iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (a) Op die skriftelike versoek van sy werknemer mag 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat oploop: Met dien verstande—

- (i) dat die versoek deur die werknemer gerig word binne vier maande na afloop van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het; en
- (ii) dat die werkgewer die ontvangsdatum van die versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, en wel vanaf die jongste van die twee datums.

(b) Die bepalinge van subklousule (2) geld *mutatis mutandis* vir die verlof in hierdie subklousule bedoel.

(4) Op die skriftelike versoek van sy werknemer mag 'n werkgewer, in plaas van die verlof toe te staan wat in subklousule (1) vir sodanige werknemer voorgeskryf word, hom minstens die bedrag betaal wat die werkgewer hom ten opsigte van sodanige verlof sou moes betaal het indien die verlof toegestaan was: Met dien verstande—

- (i) dat betaling in plaas van verlof nie meer dikwels as een maal in elke twee agtereenvolgende tydperke van twaalf maande diens by dieselfde werkgewer toegelaat mag word nie;
- (ii) dat die werknemer die versoek rig binne vier maande na afloop van die twaalf maande diens waarop die verlof betrekking het;
- (iii) dat die werkgewer die ontvangsdatum van die versoek daarop aanbring en onderteken, en die versoek minstens drie jaar bewaar vanaf sodanige datum of vanaf die datum van verstryking van die tydperk van twaalf maande diens waarop die verlof betrekking het, naamlik vanaf die jongste van die twee datums.

(5) *Verlofbesoldiging*—Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet voor of op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(6) 'n Werknemer wie se dienskontrak gedurende enige diensstermyn van twaalf maande eindig voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van so 'n termyn opgeloopt het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige diensstermyn 'n bedrag betaal word van minstens—

- (a) in die geval van 'n werknemer in paragraaf (a) van subklousule (1) vermeld, een vierde; en
- (b) in die geval van 'n werknemer in paragraaf (b) van subklousule (1) vermeld, een sesde,

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het; Met dien verstande dat 'n werkgewer ten opsigte van enige verloftyd wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en met dien verstande voorts dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee wat by klousule 8 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het of die werknemer die werkgewer in plaas van die kennisgewing betaal het; of
- (ii) wat sy diens sonder regsgeldige grond verlaat,

op geen betaling uit hoofde van hierdie subklousule geregtig is nie.

(7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

(8) By die toepassing van hierdie klousule word die uitdrukking "diens" geag ook te omvat—

- (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 8 betaal in plaas van kennis van diensbeëindiging te gee;
- (b) enige tydperk wat 'n werknemer afwesig is—
 - (i) met verlof kragtens hierdie klousule;
 - (ii) met siekteverlof kragtens klousule 5;
 - (iii) op las of versoek van sy werkgewer, wat altesaam hoogstens tien weke in 'n jaar beloop, en
- (c) enige tydperk wat 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om ten opsigte van 'n bepaalde tydperk van sodanige opleiding meer as vier maande as diens te eis nie;

en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor hierdie ooreenkoms van krag word, op 'n tydperk van jaarlikse verlof ingevolge enige wet geregtig geword het, op die datum waarop die werknemer die vorige maal op sodanige verlof ingevolge sodanige wet geregtig geword het.
- (ii) in die geval van 'n werknemer wat voor hierdie Ooreenkoms van krag word in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

- (i) that the request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates; and
- (ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

(b) The provisions of sub-clause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.

(4) At the written request of his employee, an employer may, in lieu of granting the leave prescribed in sub-clause (1) for such employee, pay to him not less than the amount which the employer would have had to pay to him in respect of such leave if the leave had been granted: Provided—

- (i) that payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer.
- (ii) that the request is made by the employee not later than four months after the expiry of the twelve months of employment to which the leave relates;
- (iii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the period of twelve months of employment to which the leave relates, whichever is the later.

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

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

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to sub-clause (2) and provided further that an employee—

- (i) who leaves his employment without having given the notice prescribed in clause 8 unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient,

shall not be entitled to any payment by virtue of this sub-clause.

(7) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination 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 the termination.

(8) For the purpose of this clause the expression "employment" shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 8, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—

- (i) on leave in terms of this clause;
- (ii) on sick leave in terms of clause 5;
- (iii) on the instructions or at the request of his employer, amounting in the aggregate to not more than ten weeks in any year; and

(c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

as employment more than four months of any one period

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

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

- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hierdie ooreenkoms van krag word, naamlik die jongste van die twee datums.

5. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam minstens vier-en-twintig werkdag siekteverlof toestaan gedurende elke tydkring van vier-en-twintig opeenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig agtereenvolgende maande diens 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom by ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens, betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgever ingevolge 'n wet geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige geld wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;
- (iv) dat, indien 'n werkgever by enige ander wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie van toepassing is nie.

(2) Voordat 'n werkgever 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk vir 'n tydperk wat oor meer as drie agtereenvolgende kalenderdae strek, kan hy vereis dat die werknemer 'n mediese sertifikaat, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms en uitgereik deur 'n geregistreerde mediese praktisyn, ten opsigte van sy siekte voorleë. Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens agt weke betaling ingevolge hierdie klousule by twee of meer geleenthede ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt weke wat onmiddellik na die laaste sodanige geleentheid volg van die werknemer kan vereis dat hy ten opsigte van enige afwesigheid so 'n sertifikaat voorleë.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling ten opsigte van slegs dié siekteverlof wat hom dan toekom; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde dienstydkring of by diensbeëindiging voor sodanige verstryking, hom ten opsigte van dié langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat by sodanige verstryking of beëindiging aan hom toekom, nog nie gebruik is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking „diens” geag ook te omvat—

(i) enige tydperk wat 'n werknemer afwesig is—

(aa) met verlof kragtens klousule 4;

(bb) op las of versoek van sy werkgever;

(cc) met siekteverlof kragtens subklousule (1), wat altesaam hoogstens tien weke in 'n jaar behoort; en

(ii) enige tydperk wat 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om ten opsigte van enige een tydperk van sodanige opleiding meer as vier maande as diens te eis nie,

en enige tydperk van diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum waarop hierdie Ooreenkoms van krag word, word by die toepassing van hierdie klousule geag diens ingevolge hierdie Ooreenkoms te wees, en alle siekteverlof wat met volle betaling aan sodanige werknemer gedurende sodanige tydperk toegestaan is, word geag ingevolge hierdie Ooreenkoms toegestaan te wees;

(b) beteken “ongeskiktheid” die onvermoë om te werk weens enige siekte of besering, uitgesonderd dié veroorsaak deur—

(i) 'n werknemer se eie wangedrag; of

(ii) 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

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

5. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than twenty-four work days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a medical certificate in the form prescribed in Annexure A to this Agreement in respect of his illness issued by a registered medical practitioner: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which such sick leave accrued at such expiry or termination, has not been taken.

(4) For the purpose of this clause the expression—

(a) “employment” shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 4;

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

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

amounting in the aggregate, in any year, to not more than ten weeks, and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of the Agreement shall for the purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by—

(i) an employee's own misconduct; or

(ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

6. OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalings van klousule 2 (7) (a) van hierdie hoofstuk en klousule 1 (5) van hoofstuk D, moet 'n werkgewer aan 'n werknemer wat op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag nie werk nie, minstens sy maandloon betaal vir die maand waarin so 'n dag val.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgewer, behoudens die bepalings van klousule 2 (7) (a) van hierdie hoofstuk en klousule 1 (5) van hoofstuk D—

(a) hom vir die maand waarin sodanige dag val, minstens sy maandloon betaal, plus sy dagloon vir elke sodanige dag wat hy gewerk het; of

(b) hom vir elke sodanige dag wat hy gewerk het, een ekstra dag jaarlikse verlof toestaan en hom vir elke sodanige ekstra dag minstens sy dagloon betaal.

(3) Hierdie klousule geld nie vir 'n nagportier, 'n nagwag of 'n los werknemer nie.

7. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of ander beskermende kleres wat hy vereis dat sy werknemer moet dra of wat enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou; en alle sodanige uniforms, oorpakke of ander beskermende kleres bly die eiendom van die werkgewer. Met dien verstande dat 'n werkgewer sy werknemer, benewens die loon wat in klousule 2 (1) vir hom voorgeskryf word, die bedrag van vyf-en-sestig sent per maand kan betaal en sodanige werknemer moet dan sy eie uniform, oorpak of ander beskermende kleres verskaf, wat dan sy eiendom is en bly.

8. BEÏNDIGING VAN DIENSKONTRAK.

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

(a) gedurende die eerste vier weke diens, minstens een werkdag,

(b) na die eerste vier weke diens, minstens een week,

kennis van die beëindiging van die kontrak gee, of 'n werkgewer of werknemer kan die kontrak sonder opsegging beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of aan die werkgewer, na gelang van die geval, minstens die volgende te betaal:—

(i) In die geval van een werkdag kennis, die dagloon wat die werknemer ten tyde van die beëindiging ontvang;

(ii) in die geval van een week kennis, die weekloon wat die werknemer ten tyde van die beëindiging ontvang;

Met dien verstande dat hierdie bepaling nie die volgende raak nie:—

(i) Die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;

(iii) enige verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros.

(2) Waar daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van opsegging ooreenstem met die opseggingstermyn waaroor daar ooreengekom is.

(3) Die kennis in subklousule (1) voorgeskryf, kan op enige werkdag gegee word en loop vanaf die dag waarop dit gegee word: Met dien verstande—

(i) dat die opseggingstermyn nie mag saamval met, en die kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof, toegestaan ingevolge klousule 4, of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) dat kennis nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 5 gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms mag 'n werkgewer in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens sonder kennisgewing te verlaat of sonder om sy werkgewer in plaas van kennisgewing te betaal, uit enige geld wat hy aan sodanige werknemer uit hoofde van enige bepalings van hierdie Ooreenkoms skuld, vir homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer aan hom in plaas van kennisgewing sou moes betaal het.

9. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

HOOFSTUK C.

1. WOORDOMSKRYWING.

(1) Tensy uit die samehang anders blyk, het alle uitdrukkings wat in hierdie Hoofstuk gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in daardie Wet, en, tensy onbestaanbaar met dié samehang beteken—

“slaapkamerbediende” 'n werknemer wat kamers afstof of aan kant maak of beddens opmaak;

6. PUBLIC HOLIDAYS.

(1) Subject to the provisions of clause 2 (7) (a) of this chapter and clause 1 (5) of Chapter D, if an employee does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the month in which such day falls not less than his monthly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall, save as is provided in clause 8 (7) (a) of this chapter and clause 1 (5) of Chapter D—

(a) pay him for the month in which such day falls not less than his monthly wage, plus his daily wage in respect of each such day worked; or

(b) grant him in respect of each such day worked one extra day of annual leave and pay him in respect of each such extra day not less than his daily wage.

(3) This clause shall not apply to a night porter, a night watchman, caretaker, or a casual employee.

7. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall or other protective clothing shall remain the property of the employer: Provided that an employer may pay to his employee, in addition to the wage prescribed for him in clause 2 (1), the sum of sixty-five cents per month and such employee shall then provide his own uniform, overall or protective clothing, and it shall be and remain his property.

8. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, not less than one work day's,

(b) after the first four weeks of employment, not less than one week's,

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

(i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

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

(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 that prescribed in this clause;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

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

(3) The notice prescribed in sub-clause (1) may be given on any work day and shall run from the day on which it is given: Provided—

(i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 4 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) that notice shall not be given during an employee's absence on sick leave in terms of clause 5.

(4) Notwithstanding anything to the contrary in the Agreement where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice.

9. PROHIBITION OF EMPLOYMENT.

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

CHAPTER C.

1. DEFINITIONS.

(1) Unless the context otherwise indicates, any expression which is used in this chapter and which is defined in the Industrial Conciliation Act, 1956, has the same meaning as in that Act and unless inconsistent with the context—

“bedroom attendant” means an employee who is engaged in dusting or tidying rooms or in making beds;

"opsigter" 'n inwonende werknemer wat verantwoordelik is vir 'n blok woonstelle of kamers en wat aan die skoonmaak-personeel werkopdragte gee en oor hul werk toesig hou of wat namens die eienaar woonstelle of kamers verhuur; huur-geld ontvang of werknemers in diens neem, betaal of afdank of aandag skenk aan klagtes van huurders;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgever in diens is;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soort klerklike werk verrig en omvat ook 'n kassier en 'n ontvangsklerk, maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, al vorm klerklike werk ook 'n deel van so 'n werknemer se werk;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

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

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

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

"noodwerk" alle werk wat weens onvoorsiene omstandighede soos brande, storms, ongelukke, epidemies, gewelddaad of diefstal sonder versuim gedoen moet word;

"bedryfsinrigting" enige perseel waarop of in verband waarmee een of meer werknemers in diens is in die bedryf vir die verhuur van woonstelle of woonkamers;

"ondervinding" met betrekking tot 'n klerk, die totale diens-tydperk of -tydperke wat 'n werknemer as 'n klerk in enige bedryf of in die diens van die Staat gehad het: Met dien verstande dat slegs helfte van die totale diens-tydperk of -tydperke wat 'n werknemer as 'n deeltydse klerk gehad het, as diens as 'n klerk geag moet word;

"faktotum" 'n werknemer wat minder belangrike herstel- of opknappingswerk aan meubels, installasie, toerusting of geboue uitvoer;

"huishoudster" 'n vroulike werknemer wat—

(a) toesig hou oor die werk van slaapkamerbediendes,

(b) voorrade uitreik, of

(c) algemeen verantwoordelik is vir die voorrade linne of ander artikels en verantwoordelik is vir die ontvang, bêre, nagaan, heelmaak of was en stryk van linne;

"arbeider" 'n werknemer wat een of meer van ondergenoemde werksaamhede of pligte uitvoer:—

(a) Gerei, bagasie of ander artikels dra, verskuif of opstapel, vuilwater verwyder of waterbottels of -bakers vol- of leegmaak;

(b) briewe, boodskappe of pakkies te voet of met 'n trap-fleis, driewiel, stootkar of soortgelyke vervoermiddel aflewer;

(c) baddens, wasbakke, gerei, meubels, vensters, persele, voertuie of ander artikels skoonmaak;

(d) vloere, meubels of ander artikels poleer;

(e) vure maak of aan die gang hou of afval of as verwyder;

(f) 'n stootkar of soortgelyke vervoermiddel stoot of trek;

(g) persele, bagasie, voertuie of ander artikels hoofsaaklik tussen die ure 7 vm. en 7 nm. oppas;

(h) tuinwerk;

"bestuurder" 'n werknemer wat deur sy werkgever beaas is met die algemene—

(a) toesig oor,

(b) verantwoordelikheid vir, en

(c) leiding van,

die bedrywighede van 'n bedryfsinrigting en die werknemers wat daarin werksaam is;

"nagwag" 'n werknemer wat hoofsaaklik tussen die ure 7 nm. en 7 vm., persele, bagasie, voertuie of ander eiendom bewaak en wat die vuur in 'n stoomketel mag maak, stook of uithaal;

"deeltydse werknemer" 'n werknemer wat op 'n weeklikse of maandelikse grondslag in diens is vir hoogstens vyf gewone werkure op 'n dag;

"werkdagbestek" die tydperk op enige dag vanaf die tydstop waarop 'n werknemer begin werk totdat hy die werk vir daardie dag staak;

"die bedryf vir die verhuur van woonstelle of woonkamers" die bedryf soos uitgeoefen deur persone van wie daar vereis word om 'n lisensie vir die verhuur van woonstelle of woonkamers, soos bedoel in item 4 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962, uit te neem en omvat dit ook die agent aan wie die lisensiehouer die verhuur van woonstelle of woonkamers toevertrou en die werknemers van sodanige agent wat uitsluitlik in verband met woonstelle of woonkamers in diens geneem is;

"loon" die bedrag ingevolge klousule 2 (1) aan 'n werknemer betaalbaar vir sy gewone werkure soos voorgeskryf in klousule 3: Met dien verstande dat as 'n werkgever sy werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 2 (1) voorgeskryf, dit dié hoër bedrag beteken.

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

"caretaker" means an employee in resident charge of a block of residential flats or rooms who directs and supervises the work of the cleaning staff or, on behalf of the proprietor, lets flats or rooms, receives payment of rent or engages, pays or discharges employees, or deals with complaints from tenants;

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

"clerk" means an employee who is engaged in writing, typing, filing 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 work;

"clerk, female, qualified," means a female clerk who has had not less than four years' experience;

"clerk, female, unqualified," means a female clerk who has had less than four years' experience;

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

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

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

"establishment" means any premises in or in connection with which one or more employees are employed in the trade of letting flats or rooms;

"experience" means, in relation to a clerk, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk: Provided that only one-half of the total period or periods of employment which an employee has had as a part-time clerk shall be deemed to be employment as a clerk;

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

"housekeeper" means a female employee who—

(a) supervises the work of the bedroom attendants;

(b) issue stores; or

(c) is in general charge of the stocks of linen or other articles and responsible for the receiving, storing, checking, repairing or laundering of linen;

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

(a) Carrying, moving or stacking utensils, luggage or other articles, removing slops or filling or emptying water bottles or jugs;

(b) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, hand cart or similar conveyance;

(c) cleaning baths, wash basins, utensils, furniture, windows, premises, vehicles or other articles;

(d) polishing floors, furniture or other articles;

(e) making or maintaining fires or removing refuse or ashes;

(f) pushing or pulling any hand cart or similar conveyance;

(g) guarding premises, luggage, vehicles or other articles mainly between the hours of 7 a.m. and 7 p.m.;

(h) gardening work;

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

(a) supervision over,

(b) responsibility for, and

(c) direction of,

the activities of an establishment and the employees engaged therein;

"night watchman" means an employee who, mainly between the hours of 7 p.m. and 7 a.m. is engaged in guarding premises, luggage, vehicles or other property and who may make, maintain and draw the fire of a boiler;

"part-time employee" means an employee who is employed by the week or month for not more than five ordinary hours of work on any day;

"spreadover" means the period in any day from the time an employee commences work until he ceases work for that day;

"the trade of letting flats or rooms" means the trade carried on by persons who are required to take out a licence for the letting of flats or rooms as specified in item 4 of Part I of the Second Schedule to the Licences Act, 1962, and also includes the agent to whom the licensee entrusts the letting of flats or rooms and the employees of such agent who are employed exclusively in connection with the flats or rooms;

"wage" means the amount of money payable to an employee in terms of clause 2 (1) in respect of his ordinary hours of work as prescribed in clause 3: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 2 (1), it means such higher amount.

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

2. BESOLDIGING.

(1) (a) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, word hieronder uiteengesit:—

	Per maand. R
Slaapkamerbediende, vrou.....	26.00
Slaapkamerbediende, man.....	32.00
Opsigter.....	65.00
Klerk, vrou, gekwalifiseer.....	68.00
Klerk, vrou, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	37.00
Gedurende die tweede jaar ondervinding.....	44.75
Gedurende die derde jaar ondervinding.....	52.50
Gedurende die vierde jaar ondervinding.....	60.25
Klerk, man, gekwalifiseer.....	100.00
Klerk, man, ongekwalifiseer—	
Gedurende die eerste jaar ondervinding.....	40.00
Gedurende die tweede jaar ondervinding.....	52.00
Gedurende die derde jaar ondervinding.....	64.00
Gedurende die vierde jaar ondervinding.....	76.00
Gedurende die vyfde jaar ondervinding.....	88.00
Faktotum.....	45.00
Huishoudster.....	60.00
Arbeider, vrou.....	24.00
Arbeider, man—	
18 jaar oud of ouer.....	29.75
Jonger as 18 jaar.....	23.00
Nagwag.....	32.00
Werknemers wat nie elders in hierdie subklousule spesifiek gemeld word nie.....	32.00:

Met dien verstande dat die minimum loon van 'n arbeider, man, 18 jaar oud of ouer, gedurende die eerste jaar nadat hierdie Ooreenkoms bindend word, R27.50 per maand is.

(b) *Deeltydse werknemer.*—'n Deeltydse werknemer moet minstens driekwart van die loon betaal word wat in paragraaf (a) vir 'n werknemer van dieselfde geslag voorgeskryf word wat dieselfde klas werk verrig as wat van die deeltydse werknemer vereis word.

(c) *Los werknemer.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een ses-en-twintigste betaal word van die maandloon voorgeskryf in paragraaf (a) vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat daar van die los werknemer vereis word: Met dien verstande dat as 'n werkgewer van 'n los werknemer vereis of hom toelaat om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "maandloon" die maandloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf word, en voorts met dien verstande dat as 'n werkgewer van 'n los werknemer vereis of hom toelaat om 'n tydperk van hoogstens vier agtereenvolgende ure op 'n dag te werk, sy loon met hoogstens 50 persent verminder kan word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule berus die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag en, behoudens die bepalings van klousule 7 (a) en 5 van hierdie hoofstuk en klousule 1 (5) van hoofstuk D, moet 'n werknemer vir 'n maand minstens die volle maandloon, voorgeskryf in subklousule (1), gelees met subklousule (2), vir 'n werknemer van sy klas betaal word, afgesien daarvan of hy in elke week van so 'n maand die maksimum getal gewone werke wat ingevolge klousule 4 op hom van toepassing is, of minder gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op 'n dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor of—

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

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet sodanige werknemer vir dié dag soos volg betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër loon, en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende skaal net bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande—

(i) dat die bepalings van hierdie subklousule nie geld nie wanneer die verskil tussen klasse ingevolge subklousule (1) op ouderdom, ondervinding of geslag berus;

(ii) dat, tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie ooreenkoms so uitgelê moet word dat dit 'n werkgewer belet om van 'n werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskryfde loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Berekening van lone.*—

(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy maandloon gedeel deur ses-en-twintig.

(b) Die weekloon van 'n werknemer is sy maandloon gedeel deur vier en 'n derde.

2. REMUNERATION.

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

	Per Month. R
Bedroom Attendant, female.....	26.00
Bedroom Attendant, male.....	32.00
Caretaker.....	65.00
Clerk, female, qualified.....	68.00
Clerk, female, unqualified—	
During the first year of experience.....	37.00
During the second year of experience.....	44.75
During the third year of experience.....	52.50
During the fourth year of experience.....	60.25
Clerk, male, qualified.....	100.00
Clerk, male, unqualified—	
During the first year of experience.....	40.00
During the second year of experience.....	52.00
During the third year of experience.....	64.00
During the fourth year of experience.....	76.00
During the fifth year of experience.....	88.00
Handyman.....	45.00
Housekeeper.....	60.00
Labourer, female.....	24.00
Labourer, male—	
18 years of age or over.....	29.75
Under 18 years of age.....	23.00
Night Watchman.....	32.00
Employees not elsewhere in this sub-clause specifically mentioned.....	32.00:

Provided that the minimum wage of a labourer, male, 18 years of age or over, during the first year after this Agreement becomes binding shall be R27.50 per month.

(b) *Part-time employee.*—A part-time employee shall be paid not less than three-fourths of the wage prescribed in paragraph (a) for an employee of the same sex who performs the same class of work as the part-time employee is required to do:

(c) *Casual Employee.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one twenty-sixth of the monthly wage prescribed in paragraph (a) for an employee of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires or permits a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "monthly wage" shall mean the monthly wage prescribed for a qualified employee of that class and provided further that, where the employer requires or permits a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than fifty per cent.

(2) *Basis of Contract.*—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a monthly basis and, save as provided in clauses 7 (a) and 5 of this chapter and clause 1 (5) of Chapter D, an employee shall be paid in respect of a month not less than the full monthly wage prescribed in sub-clause (1), read with sub-clause (2), for an employee of his class, whether he has in each week of such month worked the maximum number of ordinary hours of work applicable to him in terms of clause 4 or less.

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

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

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

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

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided—

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

(ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—

(a) The daily wage of an employee, other than a casual employee, shall be his monthly wage divided by twenty-six.

(b) The weekly wage of an employee shall be his monthly wage divided by four and one-third.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone weeklikse werkure voorgeskryf in klousule 3 vir 'n werknemer van sy klas.

(5) *Etes en huisvesting.*—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om by hom, of by enige persoon plek wat hy aanwys, te eet of huisvesting aan te neem of te eet en huisvesting aan te neem nie.

(6) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostoelae wat ingevolge genoemde Oorlogsmaatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, betaalbaar is, in so 'n mate verhoog word dat 'n werknemer op 'n hoër besoldiging geregtig sou word as die loon wat in hierdie klousule voorgeskryf word, moet sy loon met minstens die bedrag wat die besoldiging hoër as sy loon is, verhoog word.

(7) *Aftrekkings vir etes en huisvesting.*—

(a) Wanneer 'n werknemer daartoe instem, of wanneer daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting of etes of huisvesting van sy werkgewer aan te neem, hoogstens die bedrae wat hieronder gemeld word:—

	Etes. Per maand.	Huisvesting. Per maand.	Etes en huisvesting. Per maand.
	R	R	R
(i) Klerk en huishoudster.....	14.00	6.00	20.00
(ii) Alle ander werknemers, uitgesonderd opsigters.....	3.47	1.73	5.20

(b) met die skriftelike toestemming van 'n werknemer, iedere bedrag wat die werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of aan huisvesting in 'n tehuis wat deur die werknemer in 'n lokasie of Bantoeoord, onder die beheer van sodanige raad of ander plaaslike bestuur, bewoon word.

3. WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYD-WERK.

(1) *Gewone werkure.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—

- in die geval van 'n werknemer, uitgesonderd 'n deeltydse of los werknemer, twee-en-veertig in 'n week van Maandag tot en met Sondag;
- in die geval van 'n deeltydse werknemer vyf-en-dertig in 'n week van Maandag tot en met Sondag;
- in die geval van 'n los werknemer, agt en 'n half op 'n dag.

(2) *Werkdagbestek.*—Die gewone werkure en alle oortydwerk van 'n werknemer, met inbegrip van alle etenspouses, moet in 'n werkdagbestek van hoogstens twaalf uur op 'n dag voltooi word.

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie en gedurende sodanige pouse mag sodanige werknemer nie verplig of toegelaat word om enige werk te verrig nie en die pouse moet nie geag word 'n deel van die gewone werkure of van oortydwerk uit te maak nie: Met dien verstande dat werkdagperke wat deur pouses van minder as een uur onderbreek word, geag moet word aaneenlopend te wees.

(4) (i) *Weeklikse vrytyd.*—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd nagwagte en los werknemers, in elke week vry tyd van minstens negentien agtereenvolgende ure toestaan wat om 12-uur middag begin.

(ii) Nagwagte moet minstens een vry dag in elke week diens verleen word.

(5) *Oortydwerk.*—Alle tyd wat 'n werknemer langer werk as die getal gewone werkure in subklousule (1) voorgeskryf, is oortydwerk.

(6) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

- in die geval van 'n los werknemer, twee uur op 'n dag;
- in die geval van enige ander werknemer, tien uur in 'n week.

(7) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer wat oortyd werk minstens die volgende loon betaal—

- in die geval van 'n los werknemer, een en 'n derde maal sy gewone loon ten opsigte van die toetale tydperk aldus deur sodanige werknemer op 'n dag gewerk;
- in die geval van alle ander werknemers, een en 'n derde maal sy gewone loon ten opsigte van die toetale tydperk wat sodanige werknemer aldus in 'n week gewerk het.

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 3 for an employee of his class.

(5) *Board and Lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) 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.

(7) *Board and Lodging Deductions.*—

(a) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Board. Per Month.	Lodging. Per Month.	Board and Lodging. Per Month.
	R	R	R
(i) Clerk and house-keeper.....	14.00	6.00	20.00
(ii) All other employees other than caretakers	3.47	1.73	5.20

(b) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

3. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—An employer shall not require or permit an employee to work more ordinary hours of work than—

- in the case of an employee other than a part-time or a casual employee, fifty-two in any week from Monday to Sunday, inclusive;
- in the case of a part-time employee, thirty-five in any week from Monday to Sunday, inclusive;
- in the case of a casual employee, eight and one-half on any day.

(2) *Spreadover.*—The ordinary hours of work and all overtime of an employee shall be completed and all meal intervals must be included in a spreadover of not more than twelve hours on any day.

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(4) (i) *Weekly Time Off Duty.*—An employer shall grant to each of his employees, other than night watchmen and casual employees, not less time off in any week than nineteen consecutive hours commencing at 12 o'clock midday.

(ii) Night watchmen shall be granted one day off-duty in each week of service.

(5) *Overtime.*—All time worked by an employee in excess of the number of ordinary hours of work prescribed in sub-clause (1) shall be overtime.

(6) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime for more than—

- in the case of a casual employee, two hours on any day;
- in the case of any other employee, ten hours in any week.

(7) *Payment for Overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

- in the case of a casual employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee on any day;
- in the case of any other employee, one and one-third times his ordinary wage in respect of the total period so worked by such employee in any week.

(8) *Voorbehoudsbepalings.*—(a) Behoudens die bepalings van subklousule 4 (ii), is die bepalings van hierdie klousule nie op 'n opsigter of 'n nagwag van toepassing nie.

(b) Die bepalings van subklousules (3), (4) en (6) is nie van toepassing op 'n werknemer terwyl hy met noodwerk besig is nie.

4. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) en (4) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van twaalf maande diens by hom verlof soos volg toestaan—

(a) in die geval van 'n opsigter, een-en-twintig agtereenvolgende kalenderdae verlof;

(b) aan alle ander werknemers, veertien agtereenvolgende kalenderdae verlof,

en moet hy sodanige werknemers ten opsigte van sodanige verlof soos volg betaal:—

(i) In die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon waarop hy geregtig is met ingang van die eerste dag van die verlof;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens twee maal die weekloon waarop hy geregtig is met ingang van die eerste dag van die verlof.

(2) Die verlof voorgeskryf in subklousule (1) moet toegestaan word op 'n tyd wat die werkgever bepaal. Met dien verstande—

(i) dat, as die verlof nie vroeër toegestaan is nie, dit, behoudens die bepalings van subklousules (3) toegestaan moet word om te begin binne vier maande na die voltooiing van die twaalf maande diens waarop dit betrekking het of, as die werkgever en werknemer skriftelik daartoe ooreengekom het voor die verstryking van genoemde tydperk van vier maande, die werkgever sodanige verlof aan die werknemer moet toestaan vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) dat die tydperk van verlof nie mag saamval met siekteverlof toegestaan ingevolge klousule 5 nie, en ook nie, tensy die werknemer dit versoek en die werkgever skriftelik daarmee instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957;

(iii) dat as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, nog 'n werkdag vir elke sodanige vakansiedag by gemelde tydperk as verdere verloftyd gevoeg moet word en vir elke sodanige bygevoegde dag aan die werknemer 'n bedrag van minstens sy dagloon betaal moet word;

(iv) dat 'n werkgever al die dae geleentheidsverlof wat op die skriftelike versoek van sy werknemer met volle betaling aan hom toegestaan is gedurende die tydperk van twaalf maande diens waarop die jaarlikse verlof betrekking het, van sodanige tydperk van verlof kan aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer kan 'n werkgever die verlof oor 'n tydperk van hoogstens vier-en-twintig maande diens laat ophoop. Met dien verstande—

(i) dat so 'n werknemer sodanige versoek rig binne vier maande na afloop van die twaalf maande diens waarop die verlof betrekking het; en

(ii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar lank bewaar vanaf sodanige datum of vanaf die datum van afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het, naamlik vanaf die jongste datum.

(b) Die bepalings van subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(4) Op die skriftelike versoek van 'n werknemer, kan 'n werkgever hom, in plaas van die verlof toe te staan wat in subklousule (1) vir sodanige werknemer voorgeskryf word, minstens die bedrag betaal wat die werkgever hom vir sodanige verlof sou moes betaal het indien die verlof toegestaan was. Met dien verstande—

(i) dat die betaling in plaas van verlof nie meer dikwels as een maal in elke twee agtereenvolgende tydperke van twaalf maande diens by dieselfde werkgever toegelaat word nie;

(ii) dat die werknemer die versoek rig binne vier maande na afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het; en

(iii) dat die werkgever die datum van ontvangs van sodanige versoek daarop aanbring en dit onderteken en die versoek minstens drie jaar lank bewaar vanaf sodanige datum of vanaf die afloop van die tydperk van twaalf maande diens waarop die verlof betrekking het, naamlik vanaf die jongste datum.

(5) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet voor of op die laaste werkdag voor die aanvangsdatum van die verlof betaal word.

(8) *Savings.*—(a) The provisions of this clause shall except as provided in sub-clause 4 (ii) not apply to a caretaker or a night watchman.

(b) The provisions of sub-clauses (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

4. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clauses (2) and (4), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of twelve months of employment with him—

(a) in the case of a caretaker, twenty-one consecutive calendar days' leave;

(b) in the case of every other employee, fourteen consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided—

(i) that, if such leave has not been granted earlier, it shall, save as provided in sub-clause (3), be granted so as to commence within four months after the completion of the twelve months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiry of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiry of the said period of four months;

(ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 5 nor, unless the employee so request and the employer agrees in writing, with any period of military training under the Defence Act, 1957;

(iii) that if New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of twelve months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

(i) that the request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates; and

(ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

(b) The provisions of sub-clause (2) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.

(4) At the written request of his employee, an employer may, in lieu of granting the leave prescribed in sub-clause (1) for such employee, pay to him, not less than the amount which the employer would have had to pay him in respect of such leave if the leave had been granted: Provided—

(i) that payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months of employment with the same employer;

(ii) that the request is made by the employee not later than four months after the expiry of the twelve months of employment to which the leave relates;

(iii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the period of twelve months of employment to which the leave relates, whichever is the later.

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

(6) 'n Werknemer wie se dienskontrak gedurende enige diens-termyen van twaalf maande by dieselfde werkgewer beëindig word voordat die verloftydperk voorgeskryf in subklousule (1) ten opsigte van daardie tydperk opgeloopt het, moet by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige diens-termyen 'n bedrag deur sy werkgewer betaal word van minstens—

- (a) in die geval van 'n werknemer bedoel in paragraaf (a) van subklousule (1), een kwart; en
- (b) in die geval van 'n werknemer bedoel in paragraaf (b) van subklousule (1), een sesde,

van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer ten opsigte van enige verloftydperk wat hy ingevolge die vierde voorbehoud in subklousule (2) aan 'n werknemer toegestaan het, 'n eweredige bedrag kan aftrek, en voorts met dien verstande dat 'n werknemer—

- (i) wat sy diens verlaat sonder om die kennis te gee wat by klousule 8 voorgeskryf word, tensy die werkgewer van sodanige kennisgewing afgesien het, of die werknemer die werkgewer in plaas van die kennisgewing betaal het; of
 - (ii) wat sy diens sonder regsgeldige rede verlaat, op geen betaling uit hoofde van hierdie subklousule geregtig is nie.
- (7) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

(8) By die toepassing van hierdie klousule word die uitdrukking "diens" geag die volgende te omvat:—

- (a) Enige tydperk ten opsigte waarvan 'n werkgewer ingevolge klousule 8 'n werknemer betaal in plaas van kennis te gee;
- (b) enige tydperk waarin 'n werknemer afwesig is—
 - (i) met verlof kragtens hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 5;
 - (iii) op las of op versoek van sy werkgewer;
 wat altesaam hoogstens 10 weke in 'n jaar beloop; en
- (c) enige tydperk waarin 'n werknemer afwesig is om militêre opleiding kragtens die Verdedigingswet, 1957, te ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van enige tydperk van sodanige opleiding as diens te eis nie,

en diens word geag te begin—

- (i) in die geval van 'n werknemer wat voor hierdie Ooreenkoms van krag word kragtens 'n wet op 'n tydperk van verlof geregtig geword het, op die datum waarop so 'n werknemer die vorige maal op verlof kragtens so 'n wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor hierdie Ooreenkoms van krag word in diens was en vir wie 'n wet gegeld het wat vir jaarlikse verlof voorsiening maak, maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanyangsdatum van sodanige diens;
- (iii) in die geval van 'n ander werknemer, vanaf die datum waarop so 'n werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Ooreenkoms van krag word, naamlik op die jongste datum.

5. SIEKTEVERLOF.

(1) Behoudens die bepalinge van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer wat weens ongeskiktheid van die werk afwesig is, altesaam minstens vier-en-twintig werkdag siekteverlof gedurende elke kringloop van vier-en-twintig opeenvolgende maande diens by hom toestaan, en moet hy so 'n werknemer vir elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat gedurende die eerste vier-en-twintig agtereenvolgende maande diens 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke voltooide maand diens;
- (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes, minstens gelyk aan dié wat die werknemer self daarin stort, betaal aan enige fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg dat aan hom in geval van sy ongeskiktheid in die omstandighede in hierdie subklousule vermeld, altesaam minstens die ekwivalent van sy loon vir vier-en-twintig werkdag in elke tydkring van vier-en-twintig maande diens betaal sal word, behalwe dat gedurende die eerste vier-en-twintig maande waarin die werknemer bydraes stort, die gewaarborgde tarief nie die koers van aanwas soos uiteengesit in die eerste voorbehoud van hierdie subklousule, te bowe hoef te gaan nie;
- (iii) dat, indien 'n werkgewer ingevolge 'n wet geld vir hospitaal of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige geld wel betaal, die aldus betaalde bedrag afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

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

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

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso of sub-clause (2), and provided further that an employee—

- (i) who leaves his employment without having given the notice prescribed in clause 8, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or
- (ii) who leaves his employment without cause recognised by law as sufficient,

shall not be entitled to any payment by virtue of this sub-clause.

(7) An employee who has become entitled to a period of leave prescribed in sub-clause (1), read with sub-clause (3), and whose contract of employment terminates before such leave has been granted, shall upon such termination 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 the termination.

(8) For the purpose of this clause the expression "employment" shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 8, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 5;
 - (iii) on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than ten weeks; and
- (c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and employment shall be deemed to commence—

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

5. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity not less than twenty-four work days' sick leave in the aggregate during each cycle of twenty-four consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period: Provided—

- (i) that in the first twenty-four consecutive months of employment an employee shall not be entitled to sick leave of full pay at a rate of more than one work day in respect of each completed month of employment.
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for twenty-four work days in each cycle of twenty-four months of employment, except that during the first twenty-four months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this sub-clause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) dat, indien 'n werkgewer by wet verplig word om 'n werknemer sy volle loon te betaal ten opsigte van enige tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalinge van hierdie klousule nie van toepassing is nie.

(2) Voordat 'n werkgewer 'n bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid uit sy werk vir 'n tydperk wat strek oor meer as drie agtereenvolgende kalenderdae, kan hy vereis dat die werknemer 'n mediese sertifikaat, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, en uitgereik deur 'n geregistreerde mediese praktisyn, ten opsigte van siekte voorlê. Met dien verstande dat, indien 'n werknemer gedurende enige tydperk van tot agt weke betaling kragtens hierdie klousule by twee of meer geleenthede ontvang het sonder om sodanige sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt agtereenvolgende weke wat onmiddellik op die laaste sodanige geval volg, van hom kan vereis om sodanige sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van vier-en-twintig maande diens by dieselfde werkgewer weens ongeskiktheid langer afwesig is as die siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op betaling vir slegs die siekteverlof wat hom dan toekom, maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by die verstryking van genoemde dienstydkring, of by beëindiging van diens voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal in die mate waarin siekteverlof, wat by sodanige verstryking of diensbeëindiging opgehoop het, nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking “diens” geag ook te omvat—

(i) enige tydperk wat 'n werknemer afwesig is—

(aa) met verlof kragtens klousule 4;

(bb) op las of op versoek van sy werkgewer; of

(cc) met siekteverlof kragtens subklousule (1), wat in 'n jaar altesaam hoogstens 10 weke beloop; en

(ii) enige tydperk wat 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om ten opsigte van 'n bepaalde tydperk van sodanige opleiding meer as vier maande as diens te eis nie,

en enige tydperk van diens wat 'n werknemer by dieselfde werkgewer onmiddellik voor die datum van die inwerkingtreding van hierdie Ooreenkoms gehad het, word vir die toepassing van hierdie klousule geag diens ingevolge hierdie Ooreenkoms te wees, en enige siekteverlof met volle betaling aan sodanige werknemer toegestaan gedurende sodanige tydperk, word geag ingevolge hierdie Ooreenkoms toegestaan te gewees het;

(b) beteken “ongeskiktheid” onvermoë om te werk weens enige siekte of besering, uitgesonderd dié veroorsaak deur—

(i) 'n werknemer se eie wangedrag; of

(ii) 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

6. OPENBARE VAKANSIEDAE.

(1) Behoudens die bepalinge van klousule 2 (7) van hierdie Hoofstuk en klousule 1 (5) van Hoofstuk D, moet 'n werkgewer aan 'n werknemer wat nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk nie, vir die maand waarin so 'n dag val, minstens sy maandloon betaal.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgewer, behoudens die bepalinge van klousule 2 (7) (a) van hierdie Hoofstuk en klousule 1 (5) van Hoofstuk D—

(a) hom vir die maand waarin so 'n dag val, minstens sy maandloon betaal, plus sy dagloon ten opsigte van elke sodanige dag gewerk; of

(b) hom ten opsigte van elke sodanige dag gewerk, een ekstra dag jaarlikse verlof toestaan en hom ten opsigte van elke sodanige dag minstens sy dagloon betaal.

(3) Hierdie klousule is nie van toepassing op 'n opsigter, 'n nagwag of 'n los werknemer nie.

7. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of beskermende klere wat hy vereis dat sy werknemer dra of enige wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou, en alle sodanige uniforms, oorpakke of beskermende klere bly die eiendom van die werkgewer: Met dien verstande dat 'n werkgewer sy werknemer, benewens die loon wat in klousule 2 (1) vir hom voorgeskryf word, 'n bedrag van vyf-en-sestig sent per maand kan betaal en sodanige werknemer moet dan sy eie uniform, oorpak of beskermende klere verskaf en dit is en bly sy eiendom.

(iv) that if, in respect of any period of incapacity covered by this clause, an employer is required by any law to pay to an employee his full wages the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a medical certificate in the form prescribed in Annexure A to this Agreement in respect of his illness issued by a registered medical practitioner: Provided that, when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of twenty-four months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination has not been taken.

(4) For the purpose of this clause the expression—

(a) “employment” shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 4;

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

(cc) on sick leave in terms of sub-clause (1),

amounting in the aggregate, in any year, to not more than ten weeks, and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training,

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Agreement shall for the purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) “incapacity” means inability to work owing to any sickness or injury other than that caused by—

(i) an employee's own misconduct; or

(ii) an accident within the meaning of the Workmen's Compensation Act, 1941.

6. PUBLIC HOLIDAYS.

(1) Subject to the provisions of clause 2 (7) of this Chapter and clause 1 (5) of Chapter D, if an employee does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day, his employer shall pay him for the month in which such day falls not less than his monthly wage.

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 2 (7) (a) of this Chapter and clause 1 (5) of Chapter D—

(a) pay him for the month in which such day falls not less than his monthly wages, plus his daily wage in respect of each such day worked; or

(b) grant him in respect of each such day worked one extra day of annual leave and pay him in respect of each such extra day not less than his daily wage.

(3) This clause shall not apply to a caretaker, a night watchman or a casual employee.

7. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniforms, overall or other protective clothing shall remain the property of the employer: Provided that an employer may pay to his employee, in addition to the wage prescribed for him in clause 2 (1), the sum of sixty-five cents per month and such employee shall then provide his own uniform, overall or protective clothing, and it shall be and remain his property.

8. BEËINDIGING VAN DIENSKONTRAK.

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

(a) gedurende die eerste vier weke diens, minstens een werkdag,

(b) na die eerste vier weke diens, minstens een week, kennis van die beëindiging van die kontrak gee of die werkgewer of werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of aan die werkgewer, na gelang van die geval, minstens die volgende te betaal:—

(i) In die geval van een werkdag kennis, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week kennis, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat hierdie bepaling nie die volgende raak nie—

(i) die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir beide partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;

(iii) enige verbuerings of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros.

(2) Waar daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling in plaas van opsegging ooreenstem met die tydperk van opseggingstermyn waarvoor daar ooreengekom is.

(3) Die opsegging in subklousule (1) voorgeskryf, kan op enige werkdag gegee word en is van krag vanaf die dag waarop dit gegee word: Met dien verstande—

(i) dat die opseggingstermyn nie mag saamval nie met, en dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 4 of enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) dat kennis nie gedurende 'n werknemer se afwesigheid met siekteverlof ooreenkomstig klousule 5 gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms mag 'n werkgewer in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee of sonder om sy werkgewer in plaas van opsegging te betaal, uit enige geld wat hy aan sodanige werknemer uit hoofde van enige bepalings van hierdie Ooreenkoms skuld, vir homself 'n bedrag toeëien van hoogstens dié wat sodanige werknemer hom in plaas van opsegging sou moes betaal het.

9. VERBOD OP INDIENSNEMING.

'n Werkgewer mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

HOOFSTUK D.

1. BETALING VAN BESOLDIGING.

(1) Die besoldiging van alle werknemers, uitgesonderd 'n los werknemer of 'n werknemer by spesiale funksies, moet maandeliks, of wekeliks, na gelang van die geval, in kontant betaal word gedurende die werke op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging indien dit voor die gewone betaaldag plaas vind, met dien verstande dat geen betaaldag op 'n dag langer as twee dae na die besoldiging van 'n werknemer verskuldig geword het, mag val nie; en voorts met dien verstande dat die besoldiging wat aan los werknemers of werknemers by spesiale funksies verskuldig is, by diensbeëindiging in kontant aan sodanige werknemers betaal word.

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

(3) 'n Werknemer mag geen boetes hoegenaamd opgelê word nie.

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

(5) Geen bedrae hoegenaamd, uitgesonderd die volgende mag van die besoldiging van 'n werknemer afgetrek word nie:—

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, 'n *pro rata*-bedrag vir die tydperk van sodanige afwesigheid;

(b) met die skriftelike toestemming van 'n werknemer, bedrae vir vakansie-, siekte-, assuransië-, voorsorgs- of pensioenfondse;

(c) bydraes aan die fondse van die Raad ingevolge klousule 5;

(d) waar 'n werkgewer wettig of ingevolge die bevel van 'n bevoegde hof 'n bedrag vir of namens 'n werknemer moet betaal, die bedrag aldus betaal;

(e) bedrae vir uniformvoorskotte ingevolge klousule 8 van Hoofstuk A;

(f) bedrae vir ledegeld aan die vakvereniging ingevolge klousule 11;

(g) bedrae aan besoldiging wat 'n werkgewer aan sy werknemer voorgeskiet het;

(h) etes en huisvesting soos in klousule 4 (4) van Hoofstuk A, klousule 2 (7) van Hoofstuk B en klousule 2 (7) van Hoofstuk C bedoel;

(i) bydraes aan die Voorsorgsfonds vir die Drank-, Verversings-, Privaathotel en Losieshuisbedryf, Suidkus (Natal).

8. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(a) during the first four weeks of employment, not less than one work day's;

(b) after the first four weeks of employment, not less than one week's;

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

(i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of one week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

(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 that prescribed in this clause;

(iii) the operation of any forfeiture or penalties which by law may be applicable in respect of an employee who deserts.

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

(3) The notice prescribed in sub-clause (1) may be given on any workday and shall run from the day on which it is given: Provided—

(i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 4 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 5.

(4) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice.

9. PROHIBITION OF EMPLOYMENT.

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

CHAPTER D.

1. PAYMENT OF REMUNERATION.

(1) The remuneration of all employees other than a casual or special function employee, shall be paid in cash monthly, or weekly, as the case may be, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day, provided that no pay-day shall be on a day later than two days after the remuneration of any employee became due; and provided further that casual employees or special function employees shall be paid the remuneration due to such employee in cash upon termination of such employment.

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

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

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

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

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on instructions or at the request of his employer, a *pro rata* amount may be deducted for the period of such absence;

(b) with the written consent of an employee, deductions may be made for holiday, sick, insurance, provident or pension funds;

(c) contributions to the Council funds shall be deducted in terms of clause 5;

(d) where an employer is legally or by order of any competent court required to make payment for on behalf of an employee, the amount of such payment may be deducted;

(e) deductions for advances on uniforms in terms of clause 8 of Chapter A;

(f) deductions for subscriptions to the trade union in terms of clause 11;

(g) a deduction of any amount of remuneration advanced by an employer to his employee;

(h) board and lodgings as per clause 4 (4) of Chapter A, clause 2 (7) of Chapter B and clause 2 (7) of Chapter C;

(i) contributions to the South Coast (Natal) Liquor, Catering, Private Hotel and Boarding-house Trades, Provident Fund.

13. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie ooreenkoms in werking tree, en elke werkgewer wat tot hierdie bedryf toetree na daardie datum moet binne een maand nadat hy met sy werksaamhede begin het, die volgende besonderhede aan die Sekretaris van die Nywerheidsraad stuur:—

(a) Volle naam en besigheidsadres—

- (i) in die geval van 'n individuele werkgewer, sy volle naam en besigheidsadres en, indien hy onder 'n handelsnaam besigheid dryf, dié volledige handelsnaam;
- (ii) in die geval van twee of meer persone wat in vennootskap besigheid dryf, die volle naam van elke vennoot, die volle naam van die vennootskap of die volle handelsnaam, en die adres waarby die besigheid van die vennootskap gedryf word;
- (iii) in die geval waar die werkgewer 'n geregistreerde maatskappy is, die volle geregistreerde naam van die maatskappy, die adres van die geregistreerde kantoor daarvan, die adres waar die werksaamhede wat binne hierdie ooreenkoms val, uitgevoer word, en die name en adresse van die direkteure.

(b) 'n Beskrywing van die bedryf of werksaamhede wat deur die werkgewer beoefen of uitgevoer word.

(2) Ingeval daar 'n verandering kom in enige van die besonderhede wat ingevolge subklousule (1) van hierdie klousule verskaf moet word, moet die werkgewer binne 10 dae na sodanige verandering die Sekretaris van die Nywerheidsraad skriftelik daarvan in kennis stel.

(3) 'n Werkgewer moet minstens sewe dae vooraf skriftelik aan die Sekretaris van die Nywerheidsraad kennis gee van sy voorneme om sy werksaamhede as 'n werkgewer in die bedryf te staak.

14. ULTRA VIRES.

Indien enigeen van die bepalings van hierdie Ooreenkoms deur 'n bevoegde gereghof *ultra vires* 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.

15. VAKVERENIGINGVERTEENWOORDIGERS VAN DIE RAAD.

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

16. 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 werkgewer en werknemer is verplig om sulke agente toe te laat om dié navrae te doen en dié boeke en/of dokumente na te gaan en dié persone te ondervra wat vir dié doel nodig is.

Namens die partye op hede die 4de dag van Oktober 1965 te Umkomaas onderteken.

D. N. LEVITT,
Voorsitter van die Raad.

LOUIS NELSON,
Ondervoorsitter van die Raad.

J. A. WILLEMSE,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRaad VIR DIE DRANK-, VERVERSINGS-,
PRIVAATHOTEL- EN LOSIESHUISBEDRYWE, SUID-
KUS, NATAL.

MEDIESE SERTIFIKAAT VIR SIEKTE.

Ek sertifiseer dat ek.....op hede die.....
.....dag van.....19.....ondersoek het en bevind
het dat hy/sy * aan.....ly. Hy/Sy * is
na my mening ongeskik/geskik * vir diens. * Ek beveel.....
dag/dae siekteverlof aan.

.....
Geregistreerde mediese praktisyn.

Datum.....

* Skrap wat nie van toepassing is nie.

13. 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 this 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) Full name and business address—

- (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 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 name and addresses 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) of this clause, 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.

14. 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.

15. TRADE UNION'S REPRESENTATIVES OF 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.

16. 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 inquiries and to examine such books and/or documents and to interrogate such person as may be necessary for this purpose.

Signed at Umkomaas on behalf of the parties on this 4th day of October, 1965.

D. N. LEVITT,
Chairman of the Council.

LOUIS NELSON,
Vice-Chairman of the Council.

J. A. WILLEMSE,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE LIQUOR, CATERING,
PRIVATE HOTEL AND BOARDING-HOUSE TRADES,
SOUTH COAST, NATAL.

MEDICAL CERTIFICATE RE ILLNESS.

I certify having on this the.....day of.....
19....., examined.....
and found him/her* to be suffering from.....

He/She* is in my opinion unfit/fit* for duty.

* I recommend.....day/s sick leave.

.....
Registered Medical Practitioner.

Date.....

* Delete where not applicable.

No. R. 50.] [7 Januarie 1966.
WET OP OORLOGSMAATREËLS, 1940.

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

DRANK-, PRIVAATHOTEL- EN LOSIESHUIS-
BEDRYF EN DIE BEDRYF VIR DIE VER-
HUUR VAN WOONSTELLE OF WOON-
KAMERS, SUIDKUS, NATAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
skort hierby kragtens regulasie 4 (1) 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-, Privaathotel- en
Losieshuisbedryf en die Bedryf vir die Verhuur van
Woonstelle of Woonkamers, wat by Goewermentskennis-
gewing No. R. 46 van 7 Januarie 1966 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 50.] [7 January 1966.
WAR MEASURES ACT, 1940.

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

LIQUOR, PRIVATE HOTEL AND BOARDING-
HOUSE TRADES AND THE TRADE OF
LETTING FLATS OR ROOMS, SOUTH COAST,
NATAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour,
hereby in terms of regulation 4 (1) 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 pre-
scribed in the Agreement for the Liquor, Private Hotel
and Boarding-house Trades and the Trade of Letting
Flats or Rooms, published under Government Notice
No. R. 46 of 7th January, 1966.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
	GOEWERMENSKENNISGEWINGS.	
R. 46.	Wet op Nywerheidsversoening, 1956: Drank-, Privaathotel- en Losieshuisbe- dryf en die Bedryf vir die Verhuur van Woonstelle of Woonkamers, Suidkus, Natal: Hoofooreenkoms	1
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