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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 817

29 May 1970

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, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (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 48 (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) (e), 14, 15, 20 and 21 of Chapter C, 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 and that portion which prior to the publication of Government Notice 1401 of 16 August 1968 fell within the Magisterial District of Umlazi), Umzinto and Port Shepstone; and

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 817

29 Mei 1970

WET OP NYWERHEIDSVERSOENING, 1956

DRANK-, PRIVAATHOTEL- EN LOSIESHUISBEDRYF EN DIE BEDRYF VIR DIE VERHUUR VAN WOONSTELLE OF KAMERS, SUIDKUS, NATAL.—HOOFOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (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 Kamers 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 48 (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) (e), 14, 15, 20 en 21 van Hoofstuk C, 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 dié gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban, en daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Umzinto en Port Shepstone; en

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(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice 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) (e), 14, 15, 20 and 21 of Chapter C, 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.

M. VILJOEN, 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

Natal South Coast Hotel, Catering, Accommodation and Bottle Store Keepers' 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 C 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 and that portion which prior to the publication of Government Notice 1401 of 16th August, 1968 fell within the Magisterial District of Umlazi), 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 and/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 C shall be observed in the Magisterial District of Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban, and that portion which prior to the publication of Government Notice 1401 of 16th August, 1968 fell within the Magisterial District of Umlazi), by all employers engaged in the Private Hotel and Boarding-house Trade or the Trade of Letting Flats and/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.

(c) Notwithstanding the provisions of subclauses (a) and (b) 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.

(c) kragtens artikel 48 (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) (e), 14, 15, 20 en 21 van Hoofstuk C, 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 gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedrywe by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS-, PRIVAATHOTEL- EN LOSIESBEDRYWE, SUIDKUS, NATAL

OOREENKOMS

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

Natal South Coast Hotel, Catering, Accommodation and Bottle Store Keepers' Association

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

The 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 Losiesbedrywe, Suidkus, Natal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(i) in die landdrostdistrikte Port Shepstone, Umzinto en Durban (uitgesonderd dié gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban, en daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het) 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 landdrostdistrikte Port Shepstone en Umzinto deur alle werkgewers wat lede van die werkgewersorganisasie is en in die privaathotel- en losieshuisbedryf, of dié bedryf vir die verhuur van woonstelle en/of kamers betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in enigeen van genoemde bedrywe werksaam is.

(b) Die bepalings van Hoofstuk B en C moet in die landdrostdistrik Durban (uitgesonderd dié gebied binne 'n straal van 10 myl vanaf die Hoofposkantoor, Durban, en daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het) nagekom word deur alle werkgewers wat in die privaathotel- en losieshuisbedryf of dié bedryf vir die verhuur van woonstelle en/of kamers 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) Ondanks die bepalings van subklousules (a) en (b), is dié 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 die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly drie jaar lank van krag of vir dié tydperk wat hy mag bepaal.

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 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 18 months experience as such, save that an employee who had acted as a wine-steward for more than three years shall be deemed to be a qualified barman on the termination of twelve months experience as a Barman;

"barman, learner" means a barman who has had less than 18 months experience as such; provided that more than three years' experience as a wine-steward shall be deemed to be six months' experience as a barman; provided further that during the first six months of his learner period a learner barman shall be under the supervision of a qualified barman and cannot be held responsible for stocks;

"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, polishing furniture, carrying luggage, cleaning baths and toilets, attending to the requirements of guests in bedrooms; assisting in serving morning and afternoon teas, laundering and all other work connected with bedrooms;

(ii) In the trade of letting flats or rooms means an employee who is engaged in dusting or tidying rooms, making beds, polishing furniture, carrying luggage, cleaning baths and toilets and all other work connected with bedrooms;

"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 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 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;

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 Nywerheidsversoenings, 1956;

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

"kroegman, gekwalifiseer" 'n kroegman met minstens 18 maande ondervinding in dié hoedanigheid, met die voorbehoud dat 'n werknemer wat vir meer as drie jaar as 'n wynkelner opgetree het, geag word 'n gekwalifiseerde kroegman te wees na 12 maande ondervinding as 'n kroegman;

"kroegman, leerling" 'n werknemer met minder as 18 maande ondervinding in dié hoedanigheid: Met dien verstande dat meer as drie jaar ondervinding as 'n wynkelner geag word gelyk aan ses maande ondervinding as 'n kroegman te wees: Voorts met dien verstande dat 'n leerling-kroegman gedurende die eerste ses maande van sy leerlingtydperk onder die toesig van 'n gekwalifiseerde kroegman moet wees en nie vir voorrade verantwoordelik gehou mag word nie;

"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, meubels poleer, bagasie dra, baddens en toilette skoonmaak, in die behoeftes van gaste in slaapkamers voorsien, help om tee in die oggend en in die middag te bedien en te was en stryk en alle ander werk in verband met slaapkamers;

(ii) in die bedryf vir die verhuur van woonstelle of kamers, 'n werknemer wat kamers afstof of aan die kant maak, beddens opmaak, meubels poleer, bagasie dra, baddens en toilette skoonmaak en alle ander werk in verband met slaapkamers;

"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 hulle 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 werker" '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 werk in verband met die voorbereiding of kook van voedsel verrig;

"hoofkok" 'n gekwalifiseerde kok wat in diens is 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 die 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 werknemers van die bedryfsinrigting, en wat roomys mag maak en vir gaste onthou mag kook, eiers of pap mag kook, brood mag rooster en tee, koffie, kakao of dergelike drankes mag maak;

"klerk" 'n werknemer wat skryf-, tik- en liasseerwerk 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 uitmaak;

"Raad" die Nywerheidsraad vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedrywe, 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 woordskrywing van drankbedryf gemeld word, of (2) waarin of in verband waarmee een of meer werknemers in diens is in die privaat-hotel- en losieshuisbedryf of die bedryf van 'n losieshouer of wat sake doen deur woonstelle of kamers te verhuur;

"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, the private hotel and boarding-house trade or the trade of letting flats or rooms save that experience in respect of a clerical employee and offsales attendant shall include periods of employment as such in any similar trade; provided further that an employee who has attended a training course recognized by the Council and who has obtained a certificate of proficiency shall be deemed to have completed six months of the learner period prescribed for the particular occupation to which his training relates;

"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 and shall include an employee engaged in the duties of a garage attendant;

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

"hotel trainee" means an employee employed in the various departments of an establishment for management training, and whose employment as trainee in any particular establishment has the prior approval of the council;

"housekeeper"—

(i) in the liquor, private hotel and boardinghouse 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 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" 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) cook, less than two years;

(b) waiter in the liquor trade, less than two years;

(c) waiter, in the private hotel and boarding-house trades, less than one year;

(d) wine-steward, less than two years;

"ondervinding" die totale dienstydperk van 'n werknemer voor of na die inwerkingtreddingsdatum van hierdie Ooreenkoms in die beroep waarin hy in die drankbedryf, die privaathotel- en losieshuisbedryf of die bedryf vir die verhuur van woonstelle of kamers in diens is, met die voorbehoud dat ondervinding ten opsigte van 'n klerk en 'n buitewerkoopbediener dienstydperke in dié hoedanigheid in enige soortgelyke bedryf insluit: Voorts met dien verstande dat 'n werknemer wat 'n opleidingskursus deurloop het wat deur die Raad erken word en 'n vaardigheidsertifikaat verwerf het, geag word ses maande van die leerlingtydperk wat voorgeskryf word vir die besondere beroep waarop sy opleiding betrekking het, te voltooi het;

"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 dergelyke drankke aan gaste bedien;

(b) vis, vrugte, vleis, pluimvee en groente skoonmaak en/of voorberei, pluimvee pluk, vrugte en groente skil en/of opsny, 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 die 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 enigeen van genoemde pligte, brood mag rooster, tee, koffie, kakao of dergelyke drankke mag maak en boodskappe mag ontvang of doen en ook 'n werknemer wat die pligte verrig van 'n garagebediende;

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

"hotelkwekeling" 'n werknemer in diens in die verskillende afdelings van 'n bedryfsinrigting vir bestuursopleiding, en van wie die indiensneming as kwekeling in 'n bepaalde bedryfsinrigting vooraf deur die Raad goedgekeur is;

"huishoudster"—

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

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

"huis- of kamerbediende" 'n vroulike werknemer wat slaapkamers, woonkamers of ander gedeeltes van 'n bedryfsinrigting afstof of aan die kant maak en beddens opmaak 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" 'n werknemer wat uitsluitlik of hoofsaaklik minder belangrike herstelwerk aan meubels, installasies of ander uitrusting doen en wat minder belangrike herstelwerk of opknappingswerk aan geboue mag doen en van wie daar benewens vereis mag 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) kok, minder as twee jaar;

(b) kelner in die drankbedryf, minder as twee jaar;

(c) kelner in die privaathotel- en losieshuisbedryf, minder as een jaar;

(d) wynkelner, minder as twee jaar;

"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 100 bis of the Liquor Act, 1928;

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

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

the activities of an establishment and the employees engaged therein;

"assistant manager" or "assistant manageress" means a male or a female employee, as the case may be who assists a manager or manageress in the performance of his or her duties and who may act for him or her during his or her absence;

"motor vehicle" means any power driven vehicle with an engine capacity exceeding 200 cc used for conveying goods and includes a mechanical horse or van;

"motor vehicle driver" means an employee engaged in driving a motor vehicle and for the purpose of this definition, driving a motor vehicle includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive or any period during which he is not actively engaged in driving a vehicle but may be required to perform other duties by the establishment;

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

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, and attending to boilers;

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

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

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

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

"off-sales clerical employee" means an employee in an off-sales department who is engaged in writing, typing or any other form of clerical work and who may receive money for payment of accounts and who may conduct sales of liquor direct to customers;

"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 and an intercom operator;

"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, and who may in addition drive the establishment's vehicles receive or deliver messages or packages or assists in serving meals or refreshment;

"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 1 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;

"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) Restourantdranklisensie;
- (2) hoteldranklisensie;
- (3) wyn- en bierlisensie;
- (4) teater- of sportterreindranksensie;
- (5) tydelike dranklisensie;
- (6) geleentheidslisensie vir laat ure;
- (7) maaltydwyne- en bierlisensie;
- (8) 'n lisensie wat spesiale magtiging verleen en wat ingevolge artikel 100 bis van die Drankwet, 1928, uitgereik is;

"bestuurder" of "bestuurderes" 'n werknemer, uitgesonderd 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid, en 'n vennoot, wat deur sy of haar werkgewer belas 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;

"assistent-bestuurder" of "assistent-bestuurderes" 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat 'n bestuurder of bestuurderes behulpsaam is by die uitoefening van sy of haar pligte en wat gedurende sy of haar afwesigheid namens hom of haar mag optree;

"motorvoertuig" 'n kragaaangedrewe voertuig met 'n silinderinhoud van meer as 200 cc wat vir die vervoer van goedere gebruik word en ook 'n voorhaker of 'n toe wa;

"motorvoertuigbestuurder" 'n werknemer wat 'n motorvoertuig bestuur en vir die toepassing van hierdie woordskrywing, sluit die bestuur van 'n motorvoertuig alle tydperke in waarin daar bestuur word en alle tyd deur die bestuurder bestee aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly in gereedheid om te bestuur of alle tydperke waarin hy nie aktief 'n voertuig bestuur nie maar daar van hom deur die bedryfsinrigting vereis mag word om ander pligte te vervul;

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

Persele, geboue, hekke of ander eiendom snags bewaak, meubels en skoene poleer en skoonmaak en persele skoonmaak, vure aansteek, en wat daarbenewens na gaste mag omsien by hulle aankoms of vertrek en mag help om maaltye en verversings aan hulle te bedien en ketels mag oppas;

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

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

"buiteverkoopbediener, man, leerling" 'n manlike buiteverkoopbediener met minder as vyf jaar ondervinding;

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

"buiteverkoopbediener, vrou, leerling" 'n vroulike buiteverkoopbediener met minder as vier jaar ondervinding;

"buiteverkoopklerk" 'n werknemer in 'n buiteverkoopafdeling wat skryf-, tik- of enige ander vorm van klerklike werk verrig en wat geld in betaling van rekenings mag ontvang en drank regstreeks aan klante mag verkoop;

"hoteljoggie" 'n manlike werknemer wat uitsluitlik of hoofsaaklik boodskappe doen, briewe, boodskappe of pakkette aflewer en klokkes of telefoonoprope beantwoord, en ook 'n hyserbediende en 'n interkom-bediener;

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

"privaathotel- en losieshuisbedryf" die bedryf van hotelhouer of losieshuishouder wat uitgeoefen word deur persone van wie vereis word om die lisensie te hou wat voorgeskryf word by item 4 van Deel 1 van die Tweede Bylae van die Wet op Lisensies, 1962 (uitgesonderd bedryfsinrigtings waarvoor 'n lisensie ooreenkomstig die bepalings van die Drankwet, 1928, gehou word);

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

"service percentage charge" means an amount collected under any system providing for the addition of a certain percentage to the normal charges of an establishment the total of which amount is to be distributed at intervals in such manner and among such of the employees of that establishment as may be determined by agreement between the employers and employees. The Council shall have the responsibility for settling any dispute which may arise out of such distribution;

"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" 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;

"storeman, qualified" means a storeman who has had not less than one year's experience as a storeman;

"storeman, learner" means a storeman who has had less than one year's experience as a storeman;

"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 1 of the Second Schedule to the Licences Act, 1962;

"tipping" means an amount in cash given voluntarily and directly to an employee by the customer in addition to the amount which the customer has to pay, but does not include any service percentage charge accruing in any way;

"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 2 of Chapter "C" and as prescribed for him in clause 3 of this Chapter 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 the weekly wage divided by seven;

"wage, weekly" means the monthly wage prescribed in clause 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 horse-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 boardinghouse trade or the trade of a boarding and lodginghousekeeper means a waiter who has had not less than one year's experience as a waiter;

"headwaiter" 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.

(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.

"dienspersentasievordering" 'n bedrag wat ingevolge 'n stelsel gevorder word wat voorsiening maak vir die toevoeging van 'n sekere persentasie by die gewone gelde van 'n bedryfsinrigting, welke totale bedrag by tussenpose tussen dié werknemers van die bedryfsinrigting verdeel moet word op dié wyse wat by ooreenkoms tussen die werkgewers en werknemers bepaal word. Dié Raad is verantwoordelik vir die beslegting van geskille wat uit sodanige verdeling ontstaan;

"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 op 'n uurgrondslag werk in verband met 'n spesiale funksie in diens is;

"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 woordomskriving beteken "dag" 'n tydperk van 24 uur vanaf middernag tot middernag;

"proviantman" 'n werknemer wat uitsluitlik of hoofsaaklik roosterbrood, toebröodjies, versnaperings, tee, koffie, kakao of dergelike drankke maak, dit dan aan kelners oorhandig om aan klante te bedien en wat voorrade beheer;

"proviantman, gekwalifiseer" 'n proviantman met minstens een jaar ondervinding as 'n proviantman;

"proviantman, leerling" 'n proviantman met minder as een jaar ondervinding as 'n proviantman;

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

"die bedryf vir die verhuur van woonstelle of kamers" die bedryf soos uitgeoefen deur diegene van wie daar vereis word om 'n lisensie vir die verhuur van woonstelle of kamers, soos bedoel in item 4 van Deel 1 van die Tweede Bylae van die Wet op Lisen-sies, 1962, uit te neem;

"fooitjie" 'n bedrag in kontant wat die klant vrywillig en regstreeks aan die werknemer gee benewens die bedrag wat die klant moet betaal, maar sluit nie 'n dienspersentasievordering in wat op enige wyse verskuldig is nie;

"loon" dié deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure in klousule 2 van Hoofstuk 'C' bedoel en soos vir hom voorgeskrif in klousule 3 van hierdie Hoofstuk of, waar 'n werkgewer hom gereeld ten opsigte van dié gewone werkure 'n hoër bedrag betaal as dié wat aldus voorgeskrif word, beteken dit sodanige hoër bedrag;

"dagloon" die weekloon gedeel deur sewe;

"weekloon" die maandloon in klousule 3 voorgeskrif, ge-deel 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 die ander dienste 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 kelner;

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

"hoofkelner" 'n werknemer wat uitsluitlik of hoofsaaklik aan klante hulle sitplekke aanwys en algemene toesig hou 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.

(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

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

3. 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 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 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	In the private hotel and boarding-house trades and/or the trade of letting flats or rooms
	Per month	Per month
	R	R
Manager/Manageress.....	130.00	90.00
Assistant manager/Assistant manageress	70.00	60.00
Barman, qualified:		
For the period ending one year from the date of coming into operation of this Agreement.....	80.00	
Thereafter.....	90.00	
Barman, Learner:		
Less than one year's experience.....	50.00	
One year or more, but less than 18 months experience.....	60.00	
Barman, learner who has acted as a wine steward for more than three years:		
First six months of experience.....	50.00	
Second six months of experience.....	60.00	
Bedroom attendant.....	25.00	21.00
Caretaker.....		78.00
Head cook.....	75.00	45.00
Cook, qualified.....	50.00	37.00
Cook's assistant.....	31.00	25.00
Cook, learner:		
Less than one year's experience.....	28.00	22.00
One year or more, but less than two year's experience.....	33.00	28.00
Clerical employee:		
First year's service with same employer	50.00	40.00
Second year's service with same employer.....	60.00	45.00
Thereafter.....	75.00	60.00
Female general assistant.....	35.00	27.00
Grade II, employee:		
18 years or over.....	20.00	19.00
Under 18 years.....	16.00	16.00
Handyman.....	50.00	28.00
Hotel trainee.....	35.00	35.00
Housemaid/Chambermaid.....	30.00	21.00
Housekeeper.....	60.00	45.00
Laundryman.....	35.00	28.00
Laundrymaid.....	25.00	19.00
Motor vehicle driver.....	55.00	40.00
Nightwatchman.....	25.00	22.00
Off-sales Attendant—In that area of the Durban Magisterial District falling within the jurisdiction of this Council.		
Male—Qualified.....	128.00	
Male—Learner:		
First year of experience.....	52.00	
Second year of experience.....	67.00	
Third year of experience.....	82.00	
Fourth year of experience.....	97.00	
Fifth year of experience.....	112.00	
Female—Qualified.....	82.00	

3. BESOLDIGING

(1) Die minimum loon wat aan ondergenoemde werknemers betaal moet word, is soos volg: Met dien verstande dat 'n leerling wat 'n opleidingskollege bygewoon of aan 'n opleidingskema deelgeneem het wat deur die Raad erken word, en wat na sodanige tydperk oor 'n vaardigheidsertifikaat beskik, onmiddellik op 'n verhoging van 10 persent in sy loon geregtig word by voorlegging van sodanige sertifikaat: Voorts met dien verstande dat alle ander werknemers wat 'n opleidingskollege bygewoon of aan 'n opleidingskema deelgeneem het wat deur die Raad erken word, en wat oor 'n vaardigheidsertifikaat beskik, onmiddellik op 'n verhoging van 10 persent in hulle loon geregtig word by voorlegging van sodanige vaardigheidsertifikaat.

	In die drankbedryf	In die privaat-hotel- en losieshuis-bedryf en/of die bedryf vir die verhuur van woonstelte of kamers
	Per maand	Per maand
	R	R
Bestuurder/bestuurderes.....	130.00	90.00
Assistent-bestuurder / assistent-bestuurderes.....	70.00	60.00
Kroegman, gekwalifiseer:		
Vir die tydperk eindigende een jaar vanaf die datum van inwerkingtrekking van hierdie Ooreenkoms.....	80.00	
Daarna.....	90.00	
Kroegman, leerling:		
Minder as een jaar ondervinding.....	50.00	
Een jaar of meer, maar minder as 18 maande ondervinding.....	60.00	
Kroegman, leerling wat vir meer as drie jaar as 'n wynkeiner opgetree het:		
Eerste ses maande ondervinding....	50.00	
Tweede ses maande ondervinding....	60.00	
Slaapkamerbediende.....	25.00	21.00
Opsigter.....		78.00
Hoofkok.....	75.00	45.00
Kok, gekwalifiseer.....	50.00	37.00
Kokshulp.....	31.00	25.00
Kok, leerling:		
Minder as 1 jaar ondervinding.....	28.00	22.00
Een jaar of meer, maar minder as twee jaar ondervinding.....	33.00	28.00
Klerk:		
Eerste jaar in diens by dieselfde werk-gewer.....	50.00	40.00
Tweede jaar in diens van dieselfde werk-gewer.....	60.00	45.00
Daarna.....	75.00	60.00
Algemene vrouehulp.....	35.00	27.00
Graad II-werknemer:		
Agtien jaar en ouer.....	20.00	19.00
Jonger as 18 jaar.....	16.00	16.00
Faktotum.....	50.00	28.00
Hoteltwekeling.....	35.00	35.00
Huisbediende/kamerbediende.....	30.00	21.00
Huishoudster.....	60.00	45.00
Wasgoedwerker.....	35.00	28.00
Wasgoedwerkster.....	25.00	19.00
Motorvoertuigbestuurder.....	55.00	40.00
Nagwag.....	25.00	22.00
Buiterverkoopbediener.—In daardie deel van die landdrostdistrik Durban wat binne die regsgebied van hierdie Raad ressorteer.		
Man—gekwalfiseer.....	128.00	
Man—leerling:		
Eerste jaar ondervinding.....	52.00	
Tweede jaar ondervinding.....	67.00	
Derde jaar ondervinding.....	82.00	
Vierde jaar ondervinding.....	97.00	
Vyfde jaar ondervinding.....	112.00	
Vroulik—gekwalfiseer.....	82.00	

	In the liquor trade	In the private hotel and boarding-house trades and/or the trade of letting flats or rooms		In die drank-bedryf	In die privaat-hotel- en losieshuis-bedryf en/of die bedryf vir die verhuur van woonstels of kamers
	Per month	Per month		Per maand	Per maand
	R	R		R	R
Female—Learner:			Vrou—leerling:		
First year of experience.....	48.00		Eerste jaar ondervinding.....	48.00	
Second year of experience.....	56.50		Tweede jaar ondervinding.....	56.50	
Third year of experience.....	65.00		Derde jaar ondervinding.....	65.00	
Fourth year of experience.....	73.50		Vierde jaar ondervinding.....	73.50	
Off-sales attendant—In the Magisterial Districts of Umzinto and Port Shepstone.			Buiteverkoopbediener.—In die landdrosdistrikte Umzinto en Port Shepstone.		
Male—Qualified.....	85.00		Man—gekwalfiseer.....	85.00	
Male—Learner:			Man—leerling:		
First year of experience.....	34.00		Eerste jaar ondervinding.....	34.00	
Second year of experience.....	44.00		Tweede jaar ondervinding.....	44.00	
Third year of experience.....	54.00		Derde jaar ondervinding.....	54.00	
Fourth year of experience.....	64.00		Vierde jaar ondervinding.....	64.00	
Fifth year of experience.....	74.00		Vyfde jaar ondervinding.....	74.00	
Female—Qualified.....	55.00		Vrou—gekwalfiseer.....	55.00	
Female—Learner:			Vrou—leerling:		
First year of experience.....	32.00		Eerste jaar ondervinding.....	32.00	
Second year of experience.....	37.75		Tweede jaar ondervinding.....	37.75	
Third year of experience.....	43.50		Derde jaar ondervinding.....	43.50	
Fourth year of experience.....	49.25		Vierde jaar ondervinding.....	49.25	
Off-sales clerical employee.....	55.00		Buiteverkoopklerk.....	55.00	
Page:			Hoteljoggie:		
First six months service with same employer.....	22.00	18.00	Eerste 6 maande diens by dieselfde werkgever.....	22.00	18.00
Second six months service with same employer.....	24.00	20.00	Tweede 6 maande diens by dieselfde werkgever.....	24.00	20.00
Thereafter.....	26.00	22.00	Daarna.....	26.00	22.00
Porter:			Portier:		
First six months service with same employer.....	35.00	28.00	Eerste 6 maande diens by dieselfde werkgever.....	35.00	28.00
Second six months service with same employer.....	40.00	32.00	Tweede 6 maande diens by dieselfde werkgever.....	40.00	32.00
Thereafter.....	50.00	35.00	Daarna.....	50.00	35.00
Storeman:			Proviantman:		
Qualified.....	30.00	25.00	Gekwalfiseer.....	30.00	25.00
Learner.....	25.00	20.00	Leerling.....	25.00	20.00
Telephone switchboard operator.....	30.00	20.00	Telefonis.....	30.00	20.00
Head waiter:		40.00	Hoofkelner:		
First year's service with same employer	60.00		Eerste jaar diens by dieselfde werk- gewer.....	60.00	
Second year's service with same employer.....	65.00		Tweede jaar diens by dieselfde werk- gewer.....	65.00	
Thereafter.....	70.00		Daarna.....	70.00	
Waiter qualified:			Kelner, gekwalfiseer:		
For the period ending one year from the date of coming into of this Agreement.....	40.00		Vir die tydperk eindigende een jaar vanaf die datum van inwerkingtre- ding van hierdie Ooreenkoms.....	40.00	
Thereafter.....	50.00		Daarna.....	50.00	
First year's service with same employer		26.00	Eerste jaar diens by dieselfde werk- gewer.....		26.00
Second year's service with same employer.....		28.00	Tweede jaar diens by dieselfde werk- gewer.....		28.00
Thereafter.....		30.00	Daarna.....		30.00
Waiter, learner:			Kelner, leerling:		
With less than six months experience..	26.00	20.00	Met minder as 6 maande ondervinding	26.00	20.00
With six months and more, but less than one year's experience.....	30.00	22.00	Met minstens 6 maande, maar minder as 1 jaar ondervinding.....	30.00	22.00
With one year's and more, but less than two year's experience.....	35.00		Met minstens 1 jaar maar minder as 2 jaar ondervinding.....	35.00	
Wine-steward, qualified:			Wynkelner, gekwalfiseer:		
For the period ending one year from the date of coming into operation of this Agreement.....	40.00		Vir die tydperk eindigende een jaar van- af die datum van inwerkingtre- ding van hierdie Ooreenkoms.....	40.00	
Thereafter.....	50.00		Daarna.....	50.00	
Wine-steward, learner:			Wynkelner, leerling:		
With less than six months experience..	26.00		Met minder as 6 maande ondervinding	26.00	
With six months and more, but less than one year's experience.....	30.00		Met minstens 6 maande, maar minder as 1 jaar ondervinding.....	30.00	
With one year's and more, but less than one year's experience.....	35.00		Met minstens 1 jaar, maar minder as 2 jaar ondervinding.....	35.00	

"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) 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.

(3) *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. No deductions for board and or lodging shall be made from the remuneration of any employee during periods of annual leave or sick leave if during the said periods the employee is away from his ordinary place of employment.

(a) In the Liquor Trade:

	Manager, barman, off-sales attendant	Head cook, head waiter, house- keeper, clerical employee, assistant manager	Grade II employee and night- watchman	Any other employee other than hotel trainee
	Per month	Per month	Per month	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 Trade and the trade of Letting Flats or Rooms:

	Manager, caretaker	Head cook, head waiter, housekeeper, clerical employee, assistant manager	Any other employee other than hotel trainee
	Per month	Per month	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

(c) Hotel trainees shall be provided with board and lodging free of charge.

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 may 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.

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

"losarbeider"—'n los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag diens minstens een ses-en-twintigste 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 werkgever van 'n los werknemer vereis om die werk te doen van 'n klas werknemer 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) Onmiddellik wanneer hierdie Ooreenkoms in werking tree, word dit verpligtend vir alle leerlingkenners om 'n opleidingskollegé by te woon wat deur die Raad erken word.

Die betrokke werknemers moet sodanige opleidingskollegé buite hulle gewone werkure vir 'n tydperk van minstens 12 maande bywoon. Alle gelde wat ten opsigte van sodanige bywoning verskuldig is, moet deur die werkgevers van die betrokke werknemers betaal word.

(3) *Aftrappings 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 werkgever 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. Geen bedrae vir etes en/of huisvesting mag van die besoldiging van 'n werknemer afgetrek word nie gedurende tydperke van jaarlikse verlof of siekteverlof indien die werknemer gedurende die tydperke weg is van die plek waar hy gewoonlik werk.

(a) In die drankbedryf:

	Bestuurder, kroegman, buiterver- koopbediener	Hoofkok, hoofkelder, huishoudster klerk, assistent- bestuurder	Graad II- werknemer en nagwag	Alle ander werknemers, uitgesonderd hotelkweke- ling
	Per maand	Per maand	Per maand	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 kamers:

	Bestuurder, opsigter	Hoofkok, hoofkelder, huishoud- ster, klerk, assistent- bestuurder	Alle ander werknemers uitgeson- derd hotel- kwekellinge
	Per maand	Per maand	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

(c) Hotelkwekellinge moet gratis van etes en huisvesting voorsien word.

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

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

(4) *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;

is prescribed in clause 3 (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.

(5) 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.

(6) 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.

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

(8) 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.

(9) *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 clause 3 (3) of this chapter and clauses 1 (5) and 4 of Chapter C, an employee shall be paid in respect of a month not less than the full monthly wage prescribed in clause 3 (1) read with clause 3 (4) for an employee of his class whether he had in each week of such month worked the maximum number of ordinary hours of work applicable to him in terms of clause 2 of Chapter C or less.

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”—

(i) in the 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, polishing furniture, carrying luggage, cleaning baths and toilets, attending to the requirements of guests in bedrooms; assisting in serving morning and afternoon teas, laundering and all other work connected with bedrooms;

(ii) In the trade of letting residential flats or rooms means an employee who is engaged in dusting or tidying rooms, making beds, polishing furniture, carrying luggage, cleaning baths and toilets and all other work connected with bedrooms;

“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 a Grade II employee;

“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;

“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;

(4) *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 van ’n ander klas te 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 klousule 3 (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 verrig, betaal word.

(5) 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.

(6) ’n Loonverhoging waarop ’n leerling ingevolge die bepaling van hierdie klousule geregtig is, is verskuldig en betaalbaar op die eerste betaaldag in die maand na voltooiing van die dienstydperk wat hom op so ’n verhoging geregtig maak.

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

(8) Alle los werknemers en kelners by spesiale funksies is geregtig om dié etes gratis te ontvang wat binne hulle werkure val. As etes nie verskaf word nie, moet ’n toelae van 10c per ete betaal word.

(9) *Grondslag van kontrak.*—Vir die toepassing van hierdie klousule is die dienskontrak van ’n werknemer, uitgesonderd ’n los werknemer, op ’n maandelikse grondslag en, behoudens die bepaling van klousule 3 (3) van hierdie Hoofstuk en klousules 1 (5) en 4 van Hoofstuk C, moet ’n werknemer ten opsigte van ’n maand minstens die volle maandloon betaal word wat in klousule 3 (1), gelees met klousule 3 (4), vir ’n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in elke week van sodanige maand die maksimum getal gewone werkure wat ingevolge klousule 2 van Hoofstuk C vir hom geld, of minder gewerk het.

HOOFSTUK B

1. WOORDOMSKRYWING

(1) Tensy dit anders uit die samehang blyk, het alle uitdrukkings wat in hierdie hoofstuk gebesig en in die Wet op Nywerheidsversoeniging, 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 behulpzaam is en in haar afwesigheid namens haar mag optree;

“slaapkamerbediende”—

(i) In die privaathotel- en losieshuisbedryf, ’n werknemer wat slaapkamers, woonkamers of ander woongedeeltes van ’n bedryfsinrigting afstof of aan die kant maak, wat beddens opmaak, meubels poleer, bagasie dra, baddens en toilette skoonmaak, in die behoeftes van gaste in slaapkamers voorsien, help om tee in die oggend en die middag te bedien, was en stryk en alle ander werk in verband met slaapkamers;

(ii) In die bedryf vir die verhuur van woonstelle of kamers, werknemers wat kamers afstof of aan die kant maak, beddens opmaak, meubels poleer, bagasie dra, baddens en toilette skoonmaak en alle ander werk in verband met slaapkamers;

“slaapkamerbediende-kelner” ’n manlike werknemer wat een of meer van die pligte van ’n kelner en een of meer van die pligte van ’n slaapkamerbediende of van ’n graad II-werknemer uitvoer;

“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 minstens ses maande ondervinding;

“slaapkamerbediende-kelnerin, ongekwalifiseer” ’n slaapkamerbediende-kelnerin met minder as ses maande ondervinding;

“opsigter” ’n inwonende werknemer wat verantwoordelik is vir ’n blok woonstelle of kamers en wat aan die skoonmaakpersoneel werkopdragte gee en oor hulle 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 klagtes van huurders;

"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 by persons other than guests and who may cook breakfast for guests;

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

"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 Boarding-house Trades and the Trade of Letting Flats and/or Rooms;

"experience" means in relation to a bedroom attendant-waiter, bedroom attendant-waitress, clerical employee, cook, waiter or 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, bedroom attendant-waitress, clerical employee, cook, waiter or 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 or a page;

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

(a) 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;

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

(c) delivering letters, messages or parcels on foot or by means of a bicycle, tricycle, handcart or similar conveyance;

(d) cleaning baths, wash-basins, utensils, furniture, windows, premises, vehicles, footwear vegetables, fish, poultry or other articles;

(e) polishing floors, furniture or other articles;

(f) plucking poultry, scaling fish or peeling or cutting up fruit or vegetables;

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

(h) tending animals or poultry;

(i) pushing or pulling any handcart or similar conveyance;

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

(k) 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;

"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;

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

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander soorte 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 pligte;

"klerk, vrou, gekwalifiseer" 'n vroulike klerk met minstens as 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 kombuishulp, 'n kelner of 'n 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 kombuishulp, wat onder toesig van 'n hoofkok of 'n gekwalifiseerde kok, sodanige kok by enigen van sy pligte behulpsaam is of wat vleis of ander voedsel gaarmaak wat vir gebruik deur ander persone as gaste bedoel is en wat onthou vir gaste mag gaarmaak;

"dagloon" die weekloon gedeel deur sewe;

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

"bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers in die privaathotel- en losies-huisbedryf en in die bedryf vir die verhuur van woonstelle en/of kamers in diens is;

"ondervinding" met betrekking tot 'n slaapkamerbediende-kelner, slaapkamerbediende-kelnerin, klerk, kok, kelner of kelnerin, die totale tydperk of tydperke wat 'n werknemer onderskeidelik as 'n slaapkamerbediende-kelner, slaapkamerbediende-kelnerin, klerk, kok, kelner of kelnerin, in enige bedryf of in diens van die Staat gewerk het: Met dien verstande dat slegs een helfte van die totale dienstydsperk 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 kombuishulp of 'n hoteljoggie;

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

(a) Etes of tee of koffie of dergelyke drankie aandra, uitgesonderd na gaste wat besig is om in die eetkamer van 'n bedryfsinrigting etes te nuttig;

(b) gerei, bagasie of ander artikels dra, verskuif of opstapel, vuilwater verwyder of waterbottels of -bekers vul of leegmaak;

(c) briewe, boodskappe of pakette te voet of met 'n trapfiets, driewiel, stootkar of soortgelyke vervoermiddel aflewer;

(d) baddens, wasbakke, gerei, meubels, vensters, persele, voertuie, skoeisel, groente, vis, pluimvee of ander artikels skoonmaak;

(e) vloere, meubels of ander artikels poleer;

(f) pluimvee pluk, visskubbe afkrap of vrugte of groente skil of opsky;

(g) vuurmaak of vure stook, of afval of as verwyder;

(h) diere of pluimvee oppas;

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

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

(k) tuinwerk;

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

"faktotum" 'n werknemer wat minder belangrike herstel- of opknappingswerk aan meubels, installasie, uitrusting of geboue doen.

"hoofkok" 'n gekwalifiseerde kok wat aan die hoof staan 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 aan die hoof staan van en toesig hou oor die werk van die kelnere, die kelnerinne, die slaapkamerbediende-kelnere of die slaapkamerbediende-kelnerinne in die teekamer van 'n bedryfsinrigting;

"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;

"hotel trainee" means an employee employed in the various departments of an establishment for management training, and whose employment as trainee in any particular establishment has the prior approval of the Council;

"kitchen hand" means an employee, other than a Grade II employee, who is engaged in cutting up or preparing raw food-stuffs 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;

"assistant manager" or "assistant manageress" means a male or a female employee, as the case may be who assists a manager or manageress in the performance of his or her duties and who may act for him or her during his or her absence;

"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-housekeeper;

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;

"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 1 of the Second Schedule to the Licences Act, 1962.

"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 2 of Chapter C; 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;

"waiter, qualified," means a waiter who has had not less than 18 months' experience;

"waiter, unqualified," means a waiter who has had less than 18 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 18 months' experience;

"waitress, unqualified," means a waitress who has had less than 18 months' experience;

"huishoudster" 'n vroulike werknemer wat—

- (a) oor die werk van die slaapkamerbediendes toesig hou; of

- (b) voorrade uitwerk; of

- (c) in algemene beheer is van die voorrade linnegoed en verantwoordelik is vir die ontvang, bêre, kontroleer, heelmaak of was en stryk van sodanige linnegoed;

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

"hotelkwekeling" 'n werknemer in diens in die verskillende afdelings van 'n bedryfsinrigting vir bestuursopleiding, en van wie die indiensneming as kwekeling in 'n bepaalde bedryfsinrigting vooraf deur die Raad goedgekeur is;

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

"bestuurder" 'n werknemer wat deur sy werkgewer belas 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;

"assistent-bestuurder" of "assistent-bestuurderes" 'n manlike of 'n vroulike werknemer, na gelang van die geval, wat 'n bestuurder of bestuurderes behulpsaam is by die uitoefening van sy of haar pligte en wat gedurende sy of haar afwesigheid namens hom of haar mag optree;

"nagportier" 'n werknemer wat daarvoor verantwoordelik is om deure of 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 dergelike drankte of toebröodjies 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 opsig om te kook en pap mag maak;

"hoteljoggie" 'n werknemer wat klokkes of telefoonoproepe beantwoord en boodskappe doen en wat briewe, boodskappe of pakkette mag ontvang of aflewer;

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

"portier" 'n werknemer wat treine inwag, gaste na hulle kamers neem en bagasie vervoer, en wat mag help by 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) losieshuishouer;

soos uitgeoefen deur diegene van wie vereis word om 'n lisensie, soos bedoel in Item 4 van Deel 1 van die Tweede Bylae van die Wet op Lisensies, 1962, uit te neem;

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

"die bedryf vir die verhuur van woonstelle of kamers" die bedryf soos uitgeoefen deur diegene van wie vereis word om 'n lisensie vir die verhuur van woonstelle of kamers, soos bedoel in Item 4 van Deel 1 van die Tweede Bylae van die Wet op Lisensies, 1962, uit te neem;

"loon" die bedrag wat ingevolge klousule 2 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkeure soos by klousule 3 van Hoofstuk C voorgeskryf: Met dien verstande dat as 'n werkgewer sy werknemer ten opsigte van sy gewone werkeure gereeld 'n hoër bedrag betaal as dié in klousule 2 (1) (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 toebröodjies of slaie mag maak;

"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) 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. REMUNERATION

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

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

	Private Hotel and Boarding- house Trades Per month	The Trade of Letting Flats or Rooms Per month
	R	R
Manager.....	90.00	
Assistant manager.....	60.00	
Bedroom attendant:		
Female.....	24.50	28.50
Male.....	24.50	35.50
Bedroom attendant-waiter / Bedroom attendant—Waitress:		
Qualified.....	26.50	
Unqualified.....	23.50	
Caretaker.....		85.00
Head cook.....	52.50	
Cook, qualified.....	40.50	
Cook's assistant.....	28.50	
Cook, unqualified:		
During first six months of experience..	26.50	
During second six months of experience..	27.50	
During third six months of experience..	30.50	
During fourth six months of experience..	36.50	
Clerk, female, qualified.....	68.00	68.00
Clerk, female, unqualified:		
During first year of experience.....	43.73	37.00
During second year of experience.....	47.84	44.75
During third year of experience.....	53.34	52.50
During fourth year of experience.....	65.88	60.25
Clerk, male, qualified.....	100.00	100.00
Clerk, male, unqualified:		
During first year of experience.....	43.73	40.00
During second year of experience.....	52.00	52.00
During third year of experience.....	65.07	64.00
During fourth year of experience.....	77.53	76.00
During fifth year of experience.....	88.00	88.00
Grade I employee.....	25.50	35.50
Grade II employee, male:		
Eighteen years or over.....	22.00	30.00
Under 18 years.....	18.00	23.00
Grade II employee, female.....	20.00	25.00
Handyman.....	45.50	46.50
Hotel trainee.....	35.00	
Housekeeper.....	60.00	60.00
Assistant housekeeper.....	50.00	50.00
Night watchman.....	23.50	34.00
Night porter.....	40.50	40.50
Porter.....	40.50	40.50
Head waiter/Head waitress.....	42.50	
Waiter/Waitress, qualified.....	33.50	
Waiter/Waitress, unqualified:		
With less than six months experience..	24.50	
With six months and more, but less than one year's experience.....	26.50	
With one year and more, but less than 18 months' experience.....	28.50	

(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

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

2. BESOLDIGING

(1) Die minimum loon van 'n werkgewer wat aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:

(a) Werknemers, uitgesonderd deeltydse werknemers en loswerknemers.

	Privaat- hotel- en losieshuis bedryf Per maand	Die bedryf vir die verhuur van woonstelle of kamers Per maand
	R	R
Bestuurder.....	90.00	
Assistent-bestuurder.....	60.00	
Slaapkamerbediende:		
Vrou.....	24.50	28.50
Man.....	24.50	35.50
Slaapkamerbediende—kelner / Slaap- kamerbediende—kelnerin:		
Gekwalifiseer.....	26.50	
Ongekwalfiseer.....	23.50	
Opsigter.....		85.00
Hoofkok.....	52.50	
Kok, gekwalifiseer.....	40.50	
Kokshulp.....	28.50	
Kok, ongekwalifiseer:		
Gedurende eerste ses maande onder- vinding.....	26.50	
Gedurende tweede ses maande onder- vinding.....	27.50	
Gedurende derde ses maande onder- vinding.....	30.50	
Gedurende vierde ses maande onder- vinding.....	36.50	
Klerk, vrou, gekwalifiseer.....	68.00	68.00
Klerk, vrou, ongekwalifiseer:		
Gedurende eerste jaar ondervinding..	43.73	37.00
Gedurende tweede jaar ondervinding..	47.84	44.75
Gedurende derde jaar ondervinding..	53.34	52.50
Gedurende vierde jaar ondervinding..	65.88	60.25
Klerk, man, gekwalifiseer.....	100.00	100.00
Klerk, man, ongekwalifiseer:		
Gedurende eerste jaar ondervinding..	43.73	40.00
Gedurende tweede jaar ondervinding..	52.00	52.00
Gedurende derde jaar ondervinding..	65.07	64.00
Gedurende vierde jaar ondervinding..	77.53	76.00
Gedurende vyfde jaar ondervinding..	88.00	88.00
Graad I-werknemer.....	25.50	35.50
Graad II-werknemer, man:		
Agtien jaar oud en ouer.....	22.00	30.00
Jonger as 18 jaar.....	18.00	23.00
Graad II-werknemer, vrou.....	20.00	25.00
Faktotum.....	45.50	46.50
Hoteltkeeling.....	35.00	
Huishoudster.....	60.00	60.00
Assistent-huishoudster.....	50.00	50.00
Nagwag.....	23.50	34.00
Nagportier.....	40.50	40.50
Portier.....	40.50	40.50
Hoofkelner/hoofkelnerin.....	42.50	
Kelner/kelnerin, gekwalifiseer.....	33.50	
Kelner/kelnerin, ongekwalifiseer:		
Met minder as ses maande ondervin- ding.....	24.50	
Met minstens ses maande, maar minder as 1 jaar ondervinding.....	26.50	
Met een jaar, maar minder as 18 maande ondervinding.....	28.50	

(b) *Deeltydse werknemers.*—'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

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 50 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 clause 2 (6) of this Chapter and clauses 1 (5) and 4 of Chapter C, an employee shall be paid in respect of a month not less than the full monthly wage prescribed in subclause (1), read with subclause (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 2 of Chapter C 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 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 subclause (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 subclause shall not apply where the difference between classes in terms of subclause (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 for such employee.

(4) *Calculation of wages.*—(a) The hourly wage of an employee, other than a casual employee, shall be his daily wage divided by nine.

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

(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) *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 may be made no deductions for board and/or lodging shall be made from the remuneration of any employee during periods of annual leave or sick leave if during the said periods the employee is away from his ordinary place of employment.

	Manager, assistant manager, housekeeper, assistant housekeeper, clerk and caretaker Per month	Head cook and head waiter Per month	Grade II employee and night-watchman Per month	Any other employee other than hotel trainee 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

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 uur op 'n dag te werk, sy loon vir dié dag met hoogstens vyftig persent verminder mag word.

(2) *Grondslag van kontrak.*—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 (6) van hierdie Hoofstuk en klousules 1 (5) en 4 van Hoofstuk C, 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 2 van Hoofstuk C vir hom geld, of minder gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers vir langer as altesaam een uur op 'n 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 styging-loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van die 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 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 Ooreenkoms so uitgedruk moet word dat dit 'n werkgewer belet om van sy werknemer te vereis dat hy 'n ander klas werk verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Berekening van lone.*—(a) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy dagloon gedeel deur nege.

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

(5) *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.

(6) *Aftrappings 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, mag hoogstens die bedrae wat hieronder gemeld word van sy besoldiging afgetrek word. Geen bedrae vir etes en/of huisvesting mag van die besoldiging van 'n werknemer afgetrek word nie gedurende tydperke van jaarlikse verlof of siekteverlof, indien die werknemer vir dié tydperke weg is van die plek waar hy gewoonlik werk.

	Bestuurder, assistent-bestuurder, huishoudster, assistent-huishoudster, klerk en opsigter Per maand	Hoofkok en hoofkellner Per maand	Graad II werknemer en nagwag Per maand	Enige ander werknemer uitgesonderd hotel-kweklinge 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

Hotel trainee shall be provided with board and lodging free of charge.

(b) Whenever an employee is not regularly provided with three meals a day, a deduction of 15 cents in the case of a caretaker, clerk, assistant housekeeper, housekeeper and manager 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.

(7) For the purpose of paragraph (a) of subclause (6) 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 subclause (6) for board be affected by an employee's refusal to avail himself of a meal which the employer so provides.

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

3. PROHIBITION OF EMPLOYMENT

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

CHAPTER C

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: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

(4) No employee shall be required to purchase goods from his employer or from any person or place nominated by him.

(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; membership of which is not compulsory for the employee in terms of any agreement of the Council;

(c) contributions to the Council shall be deducted in terms of clause 9;

(d) where an employer is legally or by order of any competent court required to make payment for or on behalf of an employee, the amount of such payment may be deducted;

(e) deductions for subscriptions to the trade union in terms of clause 15;

(f) a deduction of any amount of remuneration advanced by an employer to his employee;

(g) board and lodging as per clause 3 (3) of Chapter A or 2 (6) of Chapter B;

(h) contributions to the South Coast (Natal) Liquor, Catering, Private Hotel and Boarding-house Trades Provident Fund.

(6) Wages for employees shall be contained in an envelope or container, on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name on the Wage and Time Register and his occupation;
- (c) the employee's wage;

Hoteltkeelinge moet gratis van etes en huisvesting voorsien word.

(b) Wanneer daar nie gereeld drie etes per dag aan 'n werknemer verskaf word nie, moet 'n bedrag van 15c in die geval van 'n opsigter, klerk, assistent-huishoudster, huishoudster en bestuurder en vyf sent in die geval van enige ander werknemer se besoldiging afgetrek word vir elke maaltyd wat deur die werkgever aan hom verskaf word.

(c) Met die skriftelike toestemming van 'n werknemer, kan enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike owerheid betaal het ten opsigte van die huur van 'n huis of huisvesting in 'n hostel wat deur die werknemer in 'n lokasie of Bantoedorp, onder die beheer van sodanige raad of ander plaaslike owerheid, bewoon word, van die besoldiging van 'n werknemer af.

(7) By die toepassing van subklousule (6) (a), beteken die uitdrukking "etes" dat die werkgever gereeld drie etes per dag verskaf en niks in hierdie Ooreenkoms word so uitgelê dat dit 'n werkgever belet om 'n werknemer in diens te neem op die voorwaarde dat die werkgever hom van kos voorsien nie en die werkgever se reg om die bedrag af te trek wat in subklousule (6) vir etes voorgeskryf word, word nie geraak deur die werknemer se weiering om gebruik te maak van 'n ete wat die werkgever aldus verskaf nie.

(8) Niks in hierdie ooreenkoms mag die loon verminder nie wat aan 'n werknemer betaal is voor die datum van inwerking-trede van hierdie Ooreenkoms.

3. VERBOD OP INDIENSNEMING

'n Werkgever mag niemand onder die ouderdom van sesien jaar in diens neem nie.

HOOFSTUK C

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 werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging indien dit voor die gewone betaaldag plaasvind: Met dien verstande dat geen betaaldag later mag wees as twee dae na die dag waarop die besoldiging van 'n werknemer verskuldig geword het 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 moet word.

(2) Geen premie mag vir die opleiding van 'n werknemer gevra of aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever regtens verplig is om by te dra.

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

(4) Daar mag van geen werknemer vereis word om goedere van sy werkgever of van 'n persoon of plek deur hom vasgestel, te koop nie.

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

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgever, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid;

(b) met die skriftelike toestemming van 'n werknemer, bedrae vir 'n vakansie-, siekte-, versekerings-, voorsorg- of pensioenfonds, waarvan die lidmaatskap nie vir die werknemer ingevolge 'n ooreenkoms van die Raad verpligtend is nie;

(c) bydraes aan die fondse van die Raad ingevolge klousule 9;

(d) waar 'n werkgever by Wet of ingevolge die bevel van 'n hof met regsbevoegdheid 'n bedrag vir of namens 'n werknemer moet betaal, die bedrag aldus betaal;

(e) bedrae van ledegeld aan die vakvereniging ingevolge klousule 15;

(f) bedrae van besoldiging wat 'n werkgever aan sy werknemer voorgeskiet het;

(g) etes en huisvesting soos in klousule 3 (3) van Hoofstuk A of klousule 2 (6) van Hoofstuk B bedoel;

(h) bydraes aan die Voorsorgfonds van die Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus (Natal).

(6) Die lone vir werknemers moet in 'n koevert of houer wees waarop die volgende aangeteken is, of wat vergesel gaan van 'n staat wat die volgende aantoon:

- (a) Die werkgever se naam;
- (b) die werknemer se naam op die loon- en tydregister, en sy beroep;
- (c) die werknemer se loon;

(d) the details of any other remuneration arising out of the employee's employment;

(e) the details of any deductions made;

(f) the actual amount paid to the employee;

(g) the period in respect of which payment is made.

(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 3 (1) of Chapter A and 2 (1) of Chapter B the sum of 50c per month and such employee shall then provide his own uniform, overall or protective clothing, and it shall be and remain his property.

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

(1) (a) The ordinary working hours of an employee, other than a casual or part-time employee shall not exceed 54 per week or nine hours in any one day.

(b) The ordinary hours of work of a casual employee shall not exceed nine per day.

(c) The ordinary hours of work of a part-time employee shall not exceed 35 in any week from Monday to Sunday, inclusive.

(2) *Time-off duty.*—Each employee other than a casual employee shall be granted one full day off per week. 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 four full days off-duty in respect of each period of four consecutive weeks, may be granted.

(3) (a) An employer requiring an employee to work in excess of the number of ordinary hours of work as prescribed in subclause (1) shall issue a written order in the form set out in annexure A signed by himself or a person duly authorised by him thereto. This order shall be completed in duplicate. The original to be handed to the employee concerned and the duplicate to be retained by the employer.

(b) The employee concerned shall within 24 hours of the completion of the overtime complete his copy of the order reflecting the period of overtime worked and hand it to the employer or person duly authorised thereto by him who shall if he is satisfied that the overtime was worked, sign this copy and after entering the period of overtime worked on his copy of the order return the original to the employee.

(c) The completed orders must be kept by the employee until payment for overtime has been received.

(4) *Limitation of overtime.*—Overtime must be limited to eight hours per week, save under exceptional circumstances caused by conditions beyond the employer's control.

(5) *Spread-over.*—The ordinary hours of work of an employee shall be completed and all meal intervals must be included in a spread-over of not more than 14 hours on any day.

(6) *Payment of overtime.*—The payment for overtime shall be double the hourly rate for every hour or part of an hour so worked outside the 14 hours spread-over referred to in subclause (5) of this clause, or one and a half the hourly rate where within the said spread-over: 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.

(7) *Meal-breaks.*—An employer shall not require or permit an employee other than a nightwatchman to work for more than five hours continuously without a meal interval of not less than 30 minutes during which interval such employee shall not be permitted to perform any work.

(8) *Late hour transport.*—Where an employee is required to perform work after the normal working hours the employer shall provide or pay for such transport to the employee's residence or to a convenient place at or near such employee's residence.

(9) The provisions of subclauses (1), (2), (3), (4), (5), (6) and (7) shall not apply to a manager, caretaker or special function employee as defined in this Agreement.

(d) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspuit;

(e) besonderhede van alle bedrae wat afgetrek is;

(f) die bedrag wat werklik aan die werknemer betaal word;

(g) die tydperk ten opsigte waarvan die bedrag betaal word.

(7) *Uniforms, oorpakke en beskermende klere.*—'n Werkgever moet alle uniforms, oorpakke of ander beskermende klere wat hy vereis dat sy werknemers dra of wat 'n wet of regulasie hom verplig om aan sy werknemer te verskaf, gratis verskaf en in bruikbare en sindelike toestand hou, en all sodanige uniforms, oorpakke of ander beskermende klere bly die eiendom van die werkgever. Met dien verstande dat 'n werkgever sy werknemer, benewens die loon wat in klousule 3 (1) van Hoofstuk A en klousule 2 (1) van Hoofstuk B vir hom voorgeskryf word, 'n bedrag van 50 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.

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

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, is hoogstens 54 per week of nege uur per dag.

(b) Die gewone werkure van 'n los werknemer is hoogstens nege uur per dag.

(c) Die gewone werkure van 'n deeltydse werknemer mag in 'n week van Maandag tot en met Sondag hoogstens 35 wees.

(2) *Vry tyd.*—Elke werknemer, uitgesonderd 'n los werknemer, moet een volle vry dag per week toegestaan word. Indien die werkgever en werknemer daartoe ooreenkom, mag sodanige vry tyd twee-weekliks in plaas van weekliks geneem word, of, by onderlinge ooreenkoms tussen 'n werkgever en sy werknemer, mag vier volle vry dae ten opsigte van elke tydperk van vier agtereenvolgende weke toegestaan word.

(3) (a) 'n Werkgever wat van 'n werknemer vereis om langer te werk as die getal gewone werkure soos voorgeskryf in subklousule (1), moet 'n skriftelike opdrag uitreik in die vorm uitengesit in Aanhangsel A, geteken deur homself of deur 'n persoon wat behoorlik deur hom daartoe gemagtig is. Hierdie opdrag moet in tweevoud ingevul word. Die oorspronklike kopie moet aan die betrokke werknemer gegee en die duplikaat deur die werknemer behou word.

(b) Die betrokke werknemer moet binne 24 uur na voltooiing van die oortydwerk, sy kopie van die opdrag invul en daarop die tydperk van oortydwerk aandui en dit gee aan die werkgever of persoon wat behoorlik deur hom daartoe gemagtig is, wat, indien hy tevrede is dat die oortydwerk gedoen is, hierdie kopie moet teken en na hy die tydperk van oortydwerk op sy kopie van die opdrag ingevul het, die oorspronklike aan die werknemer moet teruggee.

(c) Die ingevulde opdragte moet deur die werknemer behou word totdat betaling ten opsigte van oortydwerk ontvang is.

(4) *Beperking van oortydwerk.*—Oortydwerk is beperk tot agt uur per week, behalwe in buitengewone omstandighede wat veroorsaak is deur toestande buite die werkgever se beheer.

(5) *Werkdagbestek.*—Die gewone werkure van 'n werknemer, met inbegrip van alle etenspouses, moet in 'n werkdagbestek van hoogstens 14 uur op 'n dag voltooi word.

(6) *Betaling vir oortydwerk.*—Die betaling vir oortydwerk is dubbel die uurloon vir elke uur of deel van 'n uur aldus gewerk buite die werkdagbestek van 14 uur bedoel in subklousule (5) van hierdie klousule, of een en 'n half maal die uurloon waar die oortydwerk binne genoemde werkdagbestek plaasvind: Met dien verstande dat waar oortydbesoldiging wat op 'n daaglikse grondslag bereken word, verskil van dié wat op 'n weeklikse grondslag bereken word, die grondslag wat die gunstigste vir die werknemer is, gebruik moet word.

(7) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer uitgesonderd 'n nagwag, vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens 30 minute te werk nie en gedurende dié pouse word sodanige werknemer nie toegelaat om enige werk te verrig nie.

(8) *Vervoer na ure.*—As daar van 'n werknemer vereis word om na die gewone werkure te werk, moet die werkgever vervoer na die werknemer se huis of 'n geskikte plek by of naby die werknemer se huis verskaf of daarvoor betaal.

(9) Die bepalinge van subklousules (1), (2), (3), (4), (5), (6) en (7) is nie van toepassing nie op 'n bestuurder, opsigter of 'n werknemer by spesiale funksies, soos in hierdie Ooreenkoms omskryf.

3. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) (a) All employees, other than managers, caretakers, barmen, head cooks, special function employees, 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 three 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) Managers, caretakers, 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 subclause (1) of this clause in respect of that period has accrued shall, upon such termination and provided he has completed not less than four months continuous service with the same employer, be paid by his employer in respect of each completed week of such period of employment and, in addition to any other remuneration which may be due to him, an amount of not less than—

(i) in the case of managers, caretakers, barmen, head cooks and all other employees who in terms of the provisions of subclause (1) (a) of this clause are entitled to three consecutive weeks leave, three forty-ninths 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 subclause (1) of this clause shall not run concurrently with any period of sick leave granted in terms of clause 4 nor, unless the employee so request 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 subclause (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.

(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 subclause (1) of this clause;

(b) on sick leave in terms of clause 4;

(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 10 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 subclause (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 employment to which the period of annual leave relates.

3. JAARLIKSE-VERLOF EN OPENBARE VAKANSIEDAE

(1) (a) Alle werknemers, uitgesonderd bestuurders, opsigters, kroegmanne, hoofkokke, werknemers by spesiale funksies of los werknemers, moet vir elke 50 weke diens by dieselfde werkgever, twee agtereenvolgende weke afwesigheidsverlof met volle betaling verleen word: Met dien verstande dat die verlof wat verleen moet word aan die werknemers wat drie of meer jaar ononderbroke diens by dieselfde werkgever voltooi het, na drie agtereenvolgende weke verlof ten opsigte van elke 49 weke diens by dieselfde werkgever verleng moet word.

(b) Bestuurders, opsigters, 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 tydstop vasstel waarop sodanige verlof verleen kan word, maar as die werkgever nie aan sy werknemer sy verloftydperk reeds toegestaan het nie, moet dit só toegestaan en geneem word dat dit binne 13 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, opgehoop het, by sodanige diensbeëindiging, en mits hy minstens vier maande ononderbroke diens by dieselfde werkgever voltooi het, vir elke voltooide week van sodanige dienstydperk, en benewens enige ander besoldiging wat aan hom verskuldig mag wees, 'n bedrag van minstens die volgende betaal:

(i) In die geval van bestuurders, opsigters, 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 nege-en-veertigstes van die weekloon;

(ii) in die geval van ander werknemers, twee vyftigstes van die weekloon wat onmiddellik voor sodanige beëindiging deur die betrokke werknemer ontvang is.

(e) Die verloftydperk wat in subklousule (1) van hierdie klousule bedoel word, mag nie saamval nie met enige tydperk van siekteverlof wat kragtens klousule 4 verleen word of, tensy die werknemer dit versoek en die werkgever skriftelik instem, met 'n tydperk van militêre opleiding ingevolge die Verdigingswet, 1957.

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

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

(a) met verlof kragtens subklousule (1) van hierdie klousule;

(b) met siekteverlof kragtens klousule 4;

(c) op las of op versoek van die werkgever;

(d) gedurende 'n tydperk wat hy ingevolge die Verdigingswet, 1957, militêre opleiding ondergaan;

wat altesaans hoogstens 10 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 die datum waarop die werkgever 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 van inwerkingtreding van hierdie Ooreenkoms, naamlik 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 op sy werknemer se skriftelike versoek aan hom toegestaan is gedurende die dienstydperk waarop die jaarlikse verloftydperk betrekking het, aftrek van die jaarlikse verloftydperk wat in subklousule (1) van hierdie klousule voorgeskryf word.

(5) *Public holidays*.—(a) An employee other than a casual employee or a special function employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Republic 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 employee, works on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant or Christmas Day, his employer shall pay to him in respect of any such day remuneration at a rate of not less than his daily wage.

(c) The provisions of the preceding two subclauses shall not apply to a manager or caretaker as defined in this Agreement.

4. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee or special function employee, who is absent from work through incapacity—

(a) in the case of managers, caretakers, barmen, cooks and nightwatchmen, not less than 42 work days; and

(b) in the case of all other employees, not less than 36 days; sick leave in the aggregate during each cycle of 36 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of the subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 36 months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than—

(aa) one work day in respect of each completed 26 days of employment in the case of those employees referred to in paragraph (a) above; and

(bb) one work day in respect of each completed calendar month of employment in the case of those employees referred to in paragraph (b) above;

(ii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pay such fees in respect of any incapacity the amount so paid may be set-off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iii) 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 two consecutive days, require the employee to produce a certificate in the form as prescribed in Annexure B, signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee had 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 from work.

(3) Where, during the first cycle of 36 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 3;

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

(cc) on sick leave in terms of subclause (1);

(dd) with the consent or condonation of his employer;

(5) *Openbare vakansiedae*.—(a) 'n Werknemer, uitgesonderd 'n los werknemer of 'n werknemer by spesiale funksies, is geregtig op 'n verlof met volle betaling verleen word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag 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 werknemer by spesiale funksies, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir elke sodanige dag ten minstens dubbel sy dagloon besoldig.

(c) De bepalings van die voorafgaande twee subklousules is nie op 'n bestuurder of 'n opsigter, soos in hierdie Ooreenkoms omskryf, van toepassing nie.

4. SIEKTEVERLOF

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer of 'n werknemer by spesiale funksies, wat weens ongeskiktheid van sy werk afwesig is—

(a) in die geval van bestuurders, opsigters, kroegmanne, kokke en nagwagte, altesaam minstens 42 werkdag; en

(b) in die geval van alle ander werknemers, altesaam minstens 36 werkdag;

siekteverlof toestaan gedurende elke tydkring van 36 agtereenvolgende 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 dat—

(i) gedurende die eerste 36 maande diens 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as—

(aa) een werkdag ten opsigte van elke voltooide 26 dae diens in die geval van die werknemers wat in paragraaf (a) hierbo bedoel word; en

(bb) een werkdag ten opsigte van elke voltooide kalendermaand diens in die geval van die werknemers wat in paragraaf (b) hierbo bedoel word;

(ii) indien 'n werkgever ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal, en sodanige gelde wel ten opsigte van ongeskiktheid betaal, die bedrag aldus betaal, afgetrek kan word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iii) indien 'n werkgever ingevolge enige ander wet 'n werknemer sy volle loon moet betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, die bepalings van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan, as 'n opgeskortende voorwaarde vir die betaling deur hom van 'n bedrag deur 'n werkgever geëis ingevolge die bepalings van hierdie klousule ten opsigte van afwesigheid van sy werk vir 'n tydperk van meer as twee agtereenvolgende dae, vereis dat die werknemer 'n sertifikaat voorleë, in die vorm voorgeskryf in Aanhangsel B, geteken deur 'n geregistreerde mediese praktisyn en waarop die aard en duur van die werknemer se ongeskiktheid vermeld word: 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 moet onmiddellik op die laaste sodanige geleentheid volg, van die werknemer kan vereis dat hy ten opsigte van enige afwesigheid van die werk af, so 'n sertifikaat voorleë.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 36 maande diens by dieselfde werkgever weens ongeskiktheid vir 'n langer tydperk afwesig is as die siekteverlof wat hom ten tye 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 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 3;

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

(cc) met siekteverlof kragtens subklousule (1);

(dd) met die toestemming of kondonasië van sy werkgever;

(ee) for any reason not being in breach of the contract of employment;
amounting in the aggregate, in any year to not more than 10 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;

(b) employment shall for the purpose of this clause 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 sick 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 sick 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 employer's service or the date of the coming into force of this Agreement, whichever is the later;

(c) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

5. TERMINATION OF EMPLOYMENT

(1) An employer or an employee, other than a casual employee and a special function employee who desires to terminate the contract of employment, shall give seven day's 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 subclause (1) (b), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(2) The notice prescribed in subclause (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 3 or sick leave granted in terms of clause 4.

6. PROPORTION OR RATIO OF EMPLOYEES

An employer shall employ—

(a) a qualified barman, cook, waiter, wine-steward, respectively, before a learner employee of the class concerned may be employed by him and not less than one qualified barman, cook, waiter, wine-steward, shall be employed for each learner barman, cook, waiter, wine-steward, respectively, employed by him; provided that—

(i) for the purpose of this clause a learner barman, cook, waiter, wine-steward, receiving not less than the wage prescribed in clauses 3 (1) of Chapter A or 2 (1) of Chapter B of this Agreement for a qualified barman, cook, waiter, wine-steward, as the case may be, may be deemed to be a qualified barman, cook, waiter, wine-steward, respectively;

(ee) om enige rede wat nie op verbreking van die dienskontrak neerkom nie;

wat altesaam hoogstens 10 weke in 'n jaar 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 enige een tydperk van sodanige opleiding meer as vier maande se diens te eis nie;

(b) vir die toepassing van hierdie klousule word "diens" geag soos volg te begin:

(i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op 'n tydperk van siekteverlof kragtens 'n wet geregtig geword het, op die 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 'n wet wat voorsiening maak vir siekteverlof, 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 werkgewer se diens getree het of die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum;

(c) beteken "ongeskiktheid" die onvermoë om te werk weens enige siekte of besering, uitgesonderd siekte of besering veroorsaak deur 'n werknemer se eie wangedrag: Met dien verstande dat enige sodanige onvermoë te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs gedurende 'n tydperk waarin geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge die bepalings van daardie wet betaalbaar is nie.

5. DIENSBEEINDIGING

(1) 'n Werkgewer of 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by spesiale funksies, wat die dienskontrak wil beëindig, moet sewe dae skriftelike kennis gee van sy voorneme om die kontrak te beëindig: Met dien verstande dat hierdie bepaling nie die volgende raak nie:

(a) Die reg van 'n werkgewer of 'n werknemer om om 'n regsgeldige rede die dienskontrak sonder kennisgewing te beëindig;

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstydperk, 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 werkgewer of sy werknemer die kontrak sonder kennisgewing kan beëindig deur in plaas van sodanige kennisgewing, aan die werknemer te betaal of aan die werkgewer te betaal of aan hom te verbeur, na gelang van die geval, nie minder nie as—

(i) in die geval van sewe dae se kennisgewing, die weekloon;

(ii) waar daar 'n ooreenkoms ingevolge subklousule 1 (b) bestaan, die betaling of verbeuring in plaas van kennisgewing, wat ooreenstem met die kennisgewingstydperk waarop ooreengekom is.

(2) Die kennisgewingstydperk in subklousule (1) van hierdie klousule voorgeskryf, begin met ingang van die datum waarop dit gegee is: Met dien verstande dat die kennisgewingstydperk nie mag saamval nie met of kennis nie gegee mag word nie gedurende 'n tydperk waartydens 'n werknemer militêre opleiding ingevolge die bepalings van die Verdedigingswet, 1957, ondergaan, of gedurende 'n werknemer se afwesigheid met verlof aan hom toegestaan ingevolge die bepalings van klousule 3 of siekteverlof aan hom toegestaan ingevolge die bepalings van klousule 4.

6. GETALSVERHOUDING VAN WERKNEMERS

'n Werkgewer moet—

(a) onderskeidelik 'n gekwalifiseerde kroegman, kok, kelner of wynkelner in diens hê voordat hy 'n leerlingwerknemer van die betrokke klas in diens mag neem, en hy moet minstens een gekwalifiseerde kroegman, kok, kelner of 'n wynkelner in diens hê vir onderskeidelik elke leerlingkroegman, -kok, -kelner of -wynkelner wat hy in diens neem: Met dien verstande dat—

(i) vir die toepassing van hierdie klousule, 'n leerlingkroegman, -kok, -kelner of -wynkelner wat minstens die loon ontvang wat in klousules 3 (1) van Hoofstuk A of 2 (1) van Hoofstuk B van hierdie Ooreenkoms voorgeskryf word vir 'n gekwalifiseerde kroegman, kok, kelner of wynkelner, na gelang van die geval, geag mag word onderskeidelik, 'n gekwalifiseerde kroegman, kok, kelner of wynkelner te wees.

(ii) for the purpose of this clause the proprietor, licensee, manager or a housekeeper, or any member of the family of the proprietor, licensee, or manager shall not be deemed to be employees as barmen or cooks unless written authority is first obtained from the Council.

(b) casual employees or special function employees shall not be reckoned as employees for any of the purposes of this clause.

7. CERTIFICATE OF SERVICE

(a) Every employer shall issue a certificate of service in the form prescribed in Annexure C free of charge to each employee at the time when he leaves such employer's service.

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

(b) Every employer shall when engaging an employee demand from the said employee the certificate issued by the previous employer and the said employee shall, if he was previously employed in the trade under the jurisdiction of this Council produce the said certificate.

8. EXEMPTIONS

(1) The Council may, subject to the provision of section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement.

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

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

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

(4) The Secretary of the Council shall—

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

9. COUNCIL FUNDS

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

Fifteen cents per month shall be deducted by each employer from the earnings of each of his employees receiving over R6 during any one month, and to the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 15th day of each month, the total sum together with a list of such employees, to the Secretary of the Council, P.O. Box 26, Umkomaas.

10. INTERPRETATION OF AGREEMENT

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

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

11. EXISTING CONTRACTS

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

12. GENERAL

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

(ii) vir die toepassing van hierdie klousule en eienaar, lisensiehouer, bestuurder of 'n huishoudster, of 'n lid van die gesin van die eienaar, lisensiehouer of bestuurder nie geag mag word as kroegmanne of kokke werkzaam te wees nie tensy skriftelike magtiging vooraf van die Raad verkry is;

(b) vir die toepassing van hierdie klousule word los werknemers of werknemers by spesiale funksies nie geag werknemers te wees nie.

7. DIENSSERTIFIKAAT

(a) Elke werkgever moet aan elke werknemer 'n dienssertifikaat in die vorm voorgeskryf in Aanhangsel C gratis uitreik wanneer hy dié werkgever se diens verlaat.

Die werkgever moet 'n duplikaatkopie hou van elke sertifikaat wat uitgereik word en 'n verdere kopie moet binne sewe dae deur die werkgever aan die Sekretaris van die Raad besorg word.

(b) Elke werkgever moet by die indiensneming van 'n werknemer, van die werknemer die sertifikaat vereis wat deur die vorige werkgever uitgereik is en genoemde werknemer moet, indien hy vroeër in hierdie Raad se regsgebied in die bedryf in diens was, genoemde sertifikaat voorlê.

8. VRYSTELLINGS

(1) Behoudens die bepalings van artikel 51 (3) van die Wet, mag die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

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

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

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

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgend nummer;
- (b) van elke sertifikaat wat uitgereik word 'n kopie bewaar;
- (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur; en
- (d) 'n kopie van elke vrystellingsertifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 940, Durban, stuur

9. FONDSE VAN DIE RAAD

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

Elke werkgever moet van die loon van elkeen van sy werknemers wat meer as R6,00 in 'n bepaalde maand ontvang, 15c per maand aftrek, en by die bedrag wat aldus afgetrek is, moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totale bedrag, saam met 'n lys van sodanige werknemers, maand na maand voor of op die vyftiende dag van elke maand aan die Sekretaris van die Raad, Posbus 26, Umkomaas, stuur.

10. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag vir die leiding van die werkgever en werknemers menings uitspreek wat nie met die bepalings daarvan strydig is nie.

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

11. BESTAANDE KONTRAKTE

Alle dienskontrakte wat by die datum van inwerkingtreding van hierdie Ooreenkoms geld, is onderworpe aan die bepalings van hierdie Ooreenkoms.

12. ALGEMEEN

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

13. EXHIBITION OF THE AGREEMENT

Every employer shall affix and keep affixed a copy of this Agreement together with copies of Annexures I.C. 33, I.C. 34 and I.C. 35 prescribed in the regulations framed under the Act in some conspicuous place upon his premises in a position accessible to all employees.

14. EMPLOYMENT OF TRADE UNION LABOUR

The members of the employers' organisation undertake to employ only members of the trade union, and members of the trade union agree to work only for employers who are members of the employers' organisation; provided that this clause shall not apply where an employer or employee has in the opinion of the Council been refused membership of a party to the Agreement without good cause and has reported such refusal to the Secretary of the Council within 14 days thereof. The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry, refused any invitation from the trade union concerned, to become a member of it, the provisions of this clause shall immediately come into operation. Employers shall give officials of the trade union every reasonable facility to organise the employees.

15. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

(1) Every employer shall deduct from the wages of each member of the trade union in his employ, the membership subscription payable by such employee to the trade union, and shall forward the total amount so deducted, together with a list of such employees, to the Secretary of the Trade Union, P.O. Box 290, Durban, or the Secretary of the Council, P.O. Box 26, Umkomaas, not later than the seventh of each month, such subscription to be deducted from the first payment of wages in each month. The subscription scale shall be as notified to the employers concerned from time to time by the Secretary of the Council. The Secretary of the Council shall transmit all subscriptions so received to the trade union.

(2) Every employer who is a member of the employers' organisation shall remit to the Secretary of the Council his membership subscription of the employers' organisation on or before 31 January in each year. The Secretary of the Council shall transmit all subscriptions so received to the employers' organisation.

16. TIME, WAGE AND OVERTIME REGISTERS

(1) Every employer shall at all times keep records of wages and hours of work.

(2) The provisions of subsection (1) of section 57 of the Industrial Conciliation Act, 1956, prescribing that every employer shall at all times keep in respect of all persons employed by him records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation (such records being general known and referred to as a "wage book", "wage register" or "time register") and the provisions of any regulations made in pursuance of subsection (2) of the said section, shall be deemed to be incorporated in this Agreement.

(3) The employer shall keep all records required to be kept in terms of the said subsections and regulations written up in legible manner and in ink, and shall keep all such records continually at his establishment while employees are working therein.

17. 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 one or more of the trades defined in this Agreement after that date shall within one month of commencement of operations by him, forward to the Secretary of the Council the information as set out in the form as prescribed in Annexure D.

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

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

18. SANITARY ACCOMMODATION/REST/CHANGE ROOMS FACILITIES

An employer shall provide proper and adequate sanitary accommodation and rest/change room facilities for his employees.

13. VERTONING VAN DIE OOREENKOMS

Elke werkgever moet 'n kopie van hierdie Ooreenkoms saam met kopieë van Aanhangsels I.C. 33, I.C. 34 en I.C. 35 wat in die regulasies ingevolge die Wet voorgeskryf is, op 'n opvallende plek op sy perseel wat vir alle werknemers maklik toeganklik is, vertoon en vertoon hou.

14. INDIENSNEMING VAN VAKVERENIGINGARBEID

Die lede van die werkgeversorganisasie onderneem om slegs lede van die vakverenigings in diens te neem en lede van die vakvereniging stem daarmee in om slegs vir werkgevers te werk wat lede van die werkgeversorganisasie is: Met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgever of werknemer na die mening van die Raad sonder goeie grond lidmaatskap van 'n party by die Ooreenkoms geweier is en sodanige weiering binne veertien dae daarna by die Sekretaris van die Raad aangemeld is. Die bepalings van hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika: Met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande van sy diensaanvaarding in die bedryf weier om op uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik van toepassing word. Werkgevers moet aan amptenare van die vakvereniging alle redelike fasiliteite verleen om die werknemers te organiseer.

15. VAKVERENIGING- EN WERKGEWERSORGANISASIE-LEDEGELDE

(1) Elke werkgever moet van die loon van elke lid van die vakvereniging in sy diens die ledegeld aftrek wat deur die werknemer aan die vakvereniging betaalbaar is, en moet die totale bedrag aldus afgetrek saam met 'n lys van sodanige werknemers voor of op die 7de dag van elke maand aan die Sekretaris van die Vakvereniging, Posbus 290, Durban, of die Sekretaris van die Raad, Posbus 26, Umkomaas, stuur. Sodanige ledegeld moet afgetrek word van die eerste betaling van lone elke maand. Die Sekretaris van die Raad moet die betrokke werkgevers van tyd tot tyd in kennis stel van die skaal waarvolgens ledegelde betaalbaar is. Die Sekretaris van die Raad moet alle ledegelde wat aldus ontvang word, aan die vakvereniging stuur.

(2) Elke werkgever wat lid van die werkgeversorganisasie is, moet voor of op die 31ste dag van Januarie in elke jaar sy ledegeld van die werkgeversorganisasie aan die Sekretaris van die Raad betaal. Die Sekretaris van die Raad moet alle ledegelde wat aldus ontvang word, aan die werkgeversorganisasie stuur.

16. TYD-, LOON- EN OORTYDREGISTERS

(1) Elke werkgever moet te alle tye registers van lone en werkeure byhou.

(2) Die bepalings van artikel 57 (1) van die Wet op Nywerheidsvoorsiening, 1956, wat voorgeskryf dat elke werkgever te alle tye ten opsigte van alle persone wat by hom indiens is registers moet byhou van die besoldiging wat betaal is, van die tyd gewerk en van die ander besonderhede wat by regulasie voorgeskryf word (die registers staan algemeen bekend en word genoem 'n "loonboek", "loonregister" of "tydregister"), en die bepalings van enige regulasie wat ingevolge subartikel (2) van genoemde artikel opgestel is, word geag by hierdie Ooreenkoms ingelyf te wees.

(3) Die werkgever moet alle registers wat ingevolge genoemde subartikels en regulasies gehou moet word, op 'n leesbare manier en in ink byhou, en moet alle sodanige registers voortdurend by sy bedryfsinrigting hou terwyl werknemers daarin werksaam is.

17. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever, 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 werkgever wat tot een of meer van die bedrywe wat in hierdie Ooreenkoms omskryf is na daardie datum toetree, moet binne een maand nadat hy met sy werksaamhede begin het, die inligting soos uiteengesit in die vorm soos voorgeskryf in Aanhangsel "D" aan die Sekretaris van die Raad stuur.

(2) Ingeval daar 'n verandering kom in enigeen van die besonderhede wat ingevolge subklousule (1) van hierdie klousule erskaf moet word, moet die werkgever binne 10 dae na sodanige verandering die Sekretaris van die Raad skriftelik daarvan in kennis stel.

(3) 'n Werkgever moet minstens sewe dae vooraf skriftelik aan die Sekretaris van die Raad kennis gee van sy voorneme om op te hou om 'n werkgever in die bedryf te wees.

8. VOORSIENING VAN SANITÊRE GERIEWE EN RUSKLEEDKAMERS

'n Werkgever moet behoorlike en voldoende sanitêre geriewe en rus-/kleedkamers vir sy werknemers voorsien.

19. *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 the Agreement and shall remain in force for the unexpired period of this Agreement.

20. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

21. 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 29th day of May 1969.

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

RECORD OF OVERTIME

Establishment _____ Date _____
To: (Name of employee) _____
You are hereby directed to in addition to your normal hours of work perform a shift from _____ a.m./p.m. to _____ a.m./p.m. on _____

Employer or other authorised person

TO BE COMPLETED BY EMPLOYEE

I hereby certify that I completed the above shift or worked from _____ a.m./p.m. to _____ a.m./p.m. on _____
Date _____

Time _____ Employee

Certified correct.

Employer or other authorised person

Note.—Employee must produce this order to his employer or other authorised person, within 24 hours of completion of shift, who must sign and return form to employee.

Form must be kept by employee until overtime has been paid for.

ANNEXURE B

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

MEDICAL CERTIFICATE *RE* ILLNESS

I, (i) _____
residing at _____
hereby certify that (ii) _____
was examined by me on the _____ and that
he/she is suffering from (iii) _____

I further certify that he/she is in consequence unable to perform duties, and I consider it essential for the recovery of his/her health, that he/she should have leave from _____ to _____
for the purpose of _____

Date _____ Signed: Medical practitioner

(i) Name and qualification of medical practitioner.

(ii) Name and occupation of patient.

(iii) The nature of the illness, disease or injury to be stated as far as possible in non-technical terms with concise particulars as to history, symptoms and severity and ascertainable cause.

19. *ULTRA VIRES*

Indien enigeen van die bepalings van hierdie Ooreenkoms deur 'n bevoegde geregs hof *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.

20. VAKVERENIGINGVERTEENWOORDIGERS IN 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 na te kom.

21. AGENTE

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

Namens die partye op hede die 29ste dag van Mei 1969 te Umkomaas onderteken.

D. N. LEVITT, Voorsitter van die Raad.

LOUIS NELSON, Ondervoositter van die Raad.

J. A. WILLEMSE, Sekretaris van die Raad.

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS-, PRIVAATHOTEL- EN LOSIESHUISBEDRYWE, SUIDKUS, NATAL

REGISTER VAN OORTYDWERK

Bedryfsinrigting _____ Datum _____
Aan: (Naam van werknemer) _____
U word hiermee opdrag gegee, om benewens u gewone werkure, 'n skof van _____ vm./nm. tot _____ te werk.
vm./nm. op _____

Werkgever of ander gemagtigde persoon

MOET DEUR WERKNEMER INGEVUL WORD

Hierby sertifiseer ek dat ek bogenoemde skof voltooi het of van _____ vm./nm. tot _____ vm./nm. op _____ gewerk het.
Datum _____

Tyd _____ Werknemer

As korrek gesertifiseer

Werkgever of ander gemagtigde persoon

Let wel.—Die werknemer moet hierdie opdrag binne 24 uur na voltooiing van die skof aan sy werkgever of ander gemagtigde persoon voorleë, wat die vorm moet teken en dit aan die werknemer moet teruggee.

Die vorm moet deur die werknemer behou word totdat hy betaling vir oortydwerk ontvang het.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS-, PRIVAATHOTEL- EN LOSIESHUISBEDRYWE, SUIDKUS, NATAL

GENEESKUNDIGE SERTIFIKAAT IN VERBAND MET SIEKTE

Ek, (i) _____
woonagtig te _____
sertifiseer hierby dat (ii) _____
op die _____ deur my
ondersoek is en dat hy/sy aan (iii) _____ ly.

Verder sertifiseer ek dat hy/sy gevolglik nie in staat is om sy/haar pligte te vervul nie en dat ek dit vir die herstel van sy/haar gesondheid noodsaaklik ag dat hy/sy verlof toegestaan moet word van _____ tot _____
vir die doel van _____
Datum _____

Geteken: Mediese praktisyn

(i) Naam en kwalifikasies van mediese praktisyn.

(ii) Naam en beroep van pasiënt.

(iii) Die aard van die ongesteldheid, siekte of besering moet sover moontlik in nie-tegniese terme vermeld word met beknopte besonderhede aangaande die geskiedenis, simptome en die ernstigheid daarvan en die bepaalbare oorsaak.

ANNEXURE C

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

CERTIFICATE OF SERVICE

No. _____
Name of industry/trade _____
Name and address of establishment _____

I hereby certify that the undermentioned person was employed by
me and that the particulars detailed hereunder are correct:

1. Full name of employee _____
(a) Also known as _____
(b) Identity No. _____ (c) UF Serial No. _____
(d) Provident fund No. _____
2. Address _____
3. Sex _____ 4. Age _____
5. Occupation _____
6. Rate of wages at date of leaving _____
7. Actual wage and accruals paid on termination _____
8. Date of leaving service _____
9. Number of certificate issued by previous employer and date _____

Dated at _____ this _____ day of _____ 19 _____

Signature of employer/duly
authorised agent _____

N.B.—Copies of certificates must be sent within seven days to the
Industrial Council.

ANNEXURE D

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

STATEMENT IN TERMS OF CLAUSE 17 OF CHAPTER C
OF AGREEMENT

Date _____

The Secretary,
Industrial Council,
P.O. Box 26,
Umkomaas.

Dear Sir,

I hereby furnish the following particulars in connection with this
business:

1. Name under which business is carried on _____
2. Address at which business is carried on _____
3. Nature of business _____
4. (A) *To be completed in cases where business is carried on
by a single person:*
Full name _____
- (B) *To be completed in cases where business is carried on
by two or more persons in partnership:*
(i) Full name and address of each partner _____
(ii) Full partnership or trade name _____
- (C) *To be completed in cases where business is carried on
by a registered company:*
(i) Full name and address of company _____
(ii) Full names and addresses of directors _____
5. Manager/Caretaker _____
6. Number of persons employed in connection with the business:
White persons _____
Coloured and/or Asiatics _____
Bantu _____
7. (a) Particulars of licences held in connection with this business _____
(b) Office and date of issue _____
8. Date present owner commenced operation _____

Signature of employer or person
authorised by him _____

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS-,
PRIVAATHOTEL- EN LOSIESHUISBEDRYWE, SUIDKUS,
NATAL

DIENSSERTIFIKAAT

No. _____

Naam van nywerheid/bedryf _____
Naam en adres van bedryfsinrigting _____

Hierby sertifiseer ek dat ondervermelde persoon in my diens was
en dat die besonderhede wat hieronder verstrek word, korrek is:

1. Volle naam van werknemer _____
(a) Ook bekend as _____
(b) Persoonskaartnommer _____
(c) WV-reeksno. _____
(d) Voorsorgfondsnommer _____
2. Adres _____
3. Geslag _____ 4. Ouderdom _____
5. Beroep _____
6. Loonskaal op datum van diensverlating _____
7. Werklike loon en toevallings betaal by diensbeëindiging _____
8. Datum waarop diens verlaat is _____
9. Nommer en datum van sertifikaat deur vorige werkgever
uitgereik _____

Gedateer op hede die _____ dag van _____ 19 _____
te _____

Handtekening van werkgever/
behoorlik gemagtigde agent _____

LET WEL.—Kopieë van sertifikate moet binne sewe dae na die
Nywerheidsraad gestuur word.

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS-,
PRIVAATHOTEL- EN LOSIESHUISBEDRYWE, SUIDKUS,
NATAL

VERKLARINGS INGEVOLGE DIE BEPALINGS VAN
KLOUSULE 17 HOOFSTUK C VAN DIE OOREENKOMS

Datum _____

Die Sekretaris,
Nywerheidsraad,
Posbus 26,
Umkomaas.
Meneer,

Hiermee verskaf ek die volgende besonderhede in verband met
hierdie besigheid:

1. Naam waaronder besigheid gedryf word _____
2. Adres waar besigheid gedryf word _____
3. Aard van besigheid _____
4. (A) *Moet ingevul word in gevalle waar die besigheid deur een
persoon gedryf word.*
Volle naam _____
- (B) *Moet ingevul word in gevalle waar die besigheid deur
twee of meer persone in vennootskap gedryf word:*
(i) Volle naam en adres van elke vennoot _____
(ii) Volle vennootskap- of handelsnaam _____
- (C) *Moet ingevul word in gevalle waar die besigheid deur 'n
geregistreerde maatskappy gedryf word.*
(i) Volle naam en adres van maatskappy _____
(ii) Volle naam en adres van elke direkteur _____
5. Bestuurder/Opsigter _____
6. Getal persone in diens in verband met besigheid:
Blanke persone _____
Kleurlinge en/of Asiatische _____
Bantoes _____
7. (a) Besonderhede van lisensies gehou in verband met hierdie
besigheid _____
(b) Kantoor en datum van uitreiking _____
8. Datum waarop huidige eienaar met werksaamhede begin het _____

Handtekening van werkgever of
persoon deur hom gemagtig _____

CONTENTS	PAGE	INHOUD	BLADSY
No. GOVERNMENT NOTICE Labour, Department of R. 817. Industrial Conciliation Act, 1956: Liquor, Private Hotel and Boarding-house Trades and the Trade of Letting Flats or Rooms, South Coast, Natal 1		No. GOEWERMENTSKENNISGEWING Arbeid, Departement van R. 817. Wet op Nywerheidsversoening, 1956: Drank-, Privaathotel- en Losieshuisbedryf en die bedryf vir die Verhuur van Woon- stelle of Kamers, Suidkus, Natal 1	

To ensure a

Satisfactory Telephone Service

- Read the special services and other information pages of your directory for useful hints and directions.
- Avoid long conversations.
- Be sure of the number you want before making a call.
- Answer your telephone promptly and speak distinctly.

Om 'n

Bevredigende Telefoondiens

te verseker:

- Lees die nuttige wenke en aanwysings wat op die bladsye in verband met spesiale dienste en oor ander inligting in u telefoongids voorkom.
- Maak u gesprekke so kort moontlik.
- Wees seker dat u die regte nommer het voordat u 'n oproep maak.
- Beantwoord u Telefoon onmiddellik en praat duidelik.