

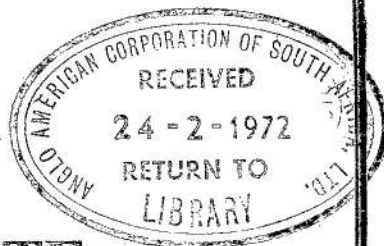


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GOEWERMENSKENNISGEWING

No. R. 231

18 Februarie 1972

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN VERVERSINGSBEDRYF, OOS-LONDEN

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- en Verversingsbedryf betrekking het, met ingang van 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 vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (5) (h), 20, 21 en 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebied binne 'n straal van vyf myl vanaf die Stadsaal, Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (5) (h), 20, 21 en 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebied binne 'n straal van vyf myl vanaf die Stadsaal, Oos-Londen, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

A—72495

GOVERNMENT NOTICE

No. R. 231

18 February 1972

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, EAST LONDON

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 and Catering Trade, shall be binding, with effect 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 unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (5) (h), 20, 21 and 22 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the area within a radius of five miles from the City Hall, East London; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area within a radius of five miles from the City Hall, East London, and with effect 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 said Agreement, excluding those contained in clauses 1 (a), 2, 5 (5) (h), 20, 21 and 22 shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

1—3386

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN
VERVERSINGSBEDRYF, OOS-LONDEN

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit deur die

Licensed Victuallers' Association of East London

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

East London and Border Hotel European Employees' Union
en die

East London Liquor and Catering Trades Employees' Union
(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Hierdie Ooreenkoms moet nagekom word in die gebied binne 'n straal van vyf myl van die Stadsaal, Oos-Londen, deur alle lede van die werkgewersorganisasie wat werkgewers binne die betekenis van die Wet is en die Drank- en Verversingsbedryf uitoefen en deur alle lede van die vakverenigings wat werknemers binne die betekenis van die Wet is en in genoemde bedryf in diens is.

(b) Ondanks subklousule (a), geld hierdie Ooreenkoms slegs vir werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel 48 (1) van die Wet bepaal en bly van krag vir drie jaar of vir 'n tydperk wat deur hom vasgestel word.

3. WOORDOMSKRYWINGS

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in dié Wet en, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"agent" iemand wat deur die Raad aangestel is om inspeksies uit te voer en oor die algemeen behulpsaam te wees by die uitvoering van enige ooreenkoms wat tussen die partye by die Raad aangegaan word;

"assistent-bestuurder" 'n werknemer wat, onder die algemene toesig van 'n bestuurder, sommige of al die pligte van 'n bestuurder uitvoer;

"assistent-bestuurder, gekwalifiseer" 'n assistent-bestuurder met minstens vier jaar ondervinding;

"assistent-bestuurder, ongekwalifiseer" 'n assistent-bestuurder met minder as vier jaar ondervinding;

"kroegbediende" 'n werknemer wat in of in verband met 'n kroeg of die buitewerksafdeling van 'n inrigting in diens is vir die uitvoering van een of meer van die volgende werksaamhede:

- (1) Bottels etiketteer of toekurk;
- (2) drank aan klante aflewer vir buitewerksgebruik;
- (3) drank dra, verpak of stapel;
- (4) persele, glase of bottels skoonmaak;
- (5) wyn onder toesig bottel;

"kroegman" 'n werknemer wat drank oor 'n toonbank in 'n kroeg verkoop of wynkelers van drank voorsien om klante mee te bedien, en dit omvat 'n kroegmeisie;

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

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

"los werknemer" 'n werknemer wat hoogstens vier dae in 'n week by dieselfde werkgewer in diens is;

"klerk" 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig en omvat 'n ontvangsklerk en ook 'n telefonis wat ander klerklike pligte uitvoer;

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

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

"kok" 'n werknemer, uitgesond'rd 'n arbeider, kombuis hulp, nagportier of kelner, wat kos vir gaste voorberei of gaarmaak;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, EAST LONDON

AGREEMENT

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

Licensed Victuallers' Association of East London

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

East London and Border Hotel European Employees' Union
and the

East London Liquor and Catering Trades Employees' Union
(hereinafter referred to as "the employees" or "the trade unions"), of the other part,

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

1. AREA AND SCOPE OF AGREEMENT

(a) The terms of this Agreement shall be observed in the area within a radius of five miles from the City Hall, East London, by all members of the employers' organisation who are employers within the meaning of the Act, and who are engaged in the Liquor and Catering Trade and by all members of the trade unions who are employees within the meaning of the Act and who are employed in the said trade.

(b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in force for three years or for such period as may be determined by him.

3. DEFINITIONS

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"agent" means a person appointed by the Council to carry out inspections and generally to assist in giving effect to the terms of any agreement entered into by the parties to the Council;

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

"assistant manager, qualified," means an assistant manager who has had not less than four years' experience;

"assistant manager, unqualified," means an assistant manager who has had less than four years' experience;

"barboy" means an employee who in or in connection with a bar or off-sales department of an establishment is engaged in performing one or more of the following operations:

- (1) Labelling or corking bottles;
- (2) delivering liquor to customers for off-consumption;
- (3) carrying, packing or stacking liquor;
- (4) cleaning premises, glasses or bottles;
- (5) bottling wine under supervision;

"barman" means an employee who is engaged in selling liquor over a counter in a bar or supplying liquor to wine stewards to serve to customers, and includes a barmaid;

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

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

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

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a receptionist, and also includes a telephone operator who undertakes other clerical duties;

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

"clerical employee, unqualified," means a clerical employee who has had less than four years' experience;

"cook" means an employee, other than a labourer, kitchen-hand, night porter or waiter, who is engaged in preparing or cooking food for guests;

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

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

"Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf, Oos-Londen, wat geag word ingevolge artikel 2 (4) van die wet geregistreer te wees;

"dagloon" die weekloon gedeel deur sewe;

"dag" 'n tydperk van 24 agtereenvolgende ure wat om middernag begin, behalwe ten opsigte van werknemers wat nagskofte werk, wanneer dit 'n tydperk van 24 uur beteken wat om 12-uur middag begin;

"noodwerk" enige werk wat weens onvoorsiene oorsake soos brand, storms, 'n ongeluk, geweld of diefstal, sonder versuim gedoen moet word;

"bedryfsinrigting" enige perseel waarop die drank- en verversingsbedryf uitgeoefen word;

"ondervinding", ten opsigte van—

(i) 'n assistent-bestuurder, die totale tydperk of tydperke diens wat 'n werknemer as 'n assistent-bestuurder of bestuurder gehad het;

(ii) 'n klerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk gehad het;

(iii) 'n huishoudster, kombuisopsigter, kok, portier, hoteljoggie, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n huishoudster, kombuisopsigter, kok, portier of hoteljoggie in die drank- en verversingsbedryf gehad het;

(iv) 'n kroegman, buitewerksbediener, kelner of wynkelner, die totale tydperk of tydperke diens wat 'n werknemer onderskeidelik as 'n kroegman, buitewerksbediener, kelner of wynkelner gehad het in die drank- en verversingsbedryf of enige klub of restaurant wat ten tye van sodanige diens in besit was van 'n klub- of restaurantdranklisensie uitgereik kragtens die Drankwet, 1928:

Met dien verstande dat vir die toepassing van hierdie omskrywing slegs die helfte van die totale tydperk of tydperke diens wat 'n werknemer as 'n deeltydse werknemer in enige klas werk gehad het, geag word diens in daardie klas te wees;

"gas" nie ook 'n werkgewer of sy gesin, of 'n werknemer of die gesin van 'n werknemer waar sodanige gesin in 'n bedryfsinrigting woon nie;

"faktotum" 'n werknemer wat geringe herstelwerk aan meubels, installasies of ander uitrusting doen en wat geringe herstel- of opknappingswerk aan geboue kan doen en kan verf;

"hoofkroegman" 'n kroegman wat in beheer geplaas is van en toesig hou oor een of meer gekwalifiseerde kroegmanne;

"hoofkok" 'n kok wat in beheer is van die kombuis van 'n bedryfsinrigting waar een of meer gekwalifiseerde kokke in diens is en wat oor hulle toesig hou;

"hoofkelner" 'n werknemer wat gaste hulle sitplekke aanwys, wat in beheer is van en toesig hou oor een of meer gekwalifiseerde kelners en betaling van gaste vir etes kan ontvang;

"huishoudster" 'n werknemer wat toesig hou oor arbeiders en wat toesig kan hou oor die ontvangs, bewaring of uitreiking van hotelinne, en dit omvat 'n "kombuisopsigter";

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

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

"kombuisopsigter" 'n werknemer wat toesig hou oor werknemers (uitgesonderd kokke) wat in die kombuis van 'n bedryfsinrigting werk, wat in beheer is van spensvoorrade en wat verantwoordelik kan wees vir die bestelling van sodanige voorrade;

"kombuushulp" 'n werknemer wat rou voedsel opsky en wat roosterbrood of tee of dergelike drank kan maak; of eiers kook, of kyk na groente terwyl dit gaargemaak word;

"arbeider" 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:

(1) Artikels of voorrade dra, oplaag of stapel;

(2) goedere, uitgesonderd drank, te voet of deur middel van 'n fiets of stootkarretjie aflewer;

(3) diere of pluimvee versorg;

(4) op- of aflaai;

(5) persele, meubels, gerei, skoeisel, voertuie, groente, vis, pluimvee of ander artikels skoonmaak, oggendtee of dergelike drank aan gaste bedien;

(6) pluimvee pluk;

(7) rantsoene vir werknemers gaarmaak, of tee of dergelike drank vir werknemers maak en dit aan hulle bedien;

(8) vuurmaak en vure aan die gang hou, of afval of as verwyder;

(9) 'n stootkarretjie trek of stoot;

(10) persele, bagasie of ander artikels gedurende die dag bewaak;

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

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

"Council" means the Industrial Council for the Liquor and Catering Trade, East London, deemed to be registered in terms of section 2 (4) of the Act;

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

"day" means a period of 24 consecutive hours commencing at midnight, save in respect of employees working on night shift when it shall mean a period of 24 consecutive hours commencing at midday;

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

"establishment" means any premises on which the liquor and catering trade is carried on;

"experience" means in relation to—

(i) an assistant manager, the total period or periods of employment which an employee has had as an assistant manager or manager;

(ii) a clerical employee, the total period or periods of employment an employee has had as a clerical employee;

(iii) a housekeeper, kitchen supervisor, cook, porter, page, the total period or periods of employment which an employee has had in the Liquor and Catering Trade as a housekeeper, kitchen supervisor, cook, porter or page respectively;

(iv) a barman, off-sales attendant, waiter or wine steward, the total period or periods of employment which an employee has had as a barman, off-sales attendant, waiter or wine steward, respectively, in the Liquor and Catering Trade or in any club or restaurant, which at the time of such employment held a club or restaurant liquor licence issued in terms of the provisions of the Liquor Act, 1928:

Provided that for the purposes of this definition only one-half of the total period or periods of employment which an employee has had as a part-time employee in any class of employment shall be deemed to be employment in that class;

"quest" does not include an employer or his family, or an employee or the family of an employee where such family lodges in an establishment;

"handyman" means an employee who is engaged in making minor repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings, and who may do painting;

"head barman" means a barman who has been placed in charge of and who supervises one or more qualified barmen;

"head cook" means a cook who has been placed in charge of the kitchen of an establishment in which one or more qualified cooks are employed and who supervises them;

"head waiter" means an employee who is engaged in showing guests to their seats, who is in charge of and supervises one or more qualified waiters and who may receive payment from guests for meals;

"housekeeper" means an employee who is employed to supervise labourers and who may supervise the receipt, storing or issue of hotel linen; and includes a "kitchen supervisor";

"housekeeper, qualified," means a housekeeper who has had not less than three years' experience;

"housekeeper, unqualified," means a housekeeper who has had less than three years' experience;

"kitchen supervisor" means an employee who supervises employees (other than cooks) who work in a kitchen of an establishment; who is in charge of pantry stores and who may be responsible for ordering such stores;

"kitchenhand" means an employee who is engaged in cutting up raw foodstuffs and who may make toast or tea or similar beverages or cook eggs or attend to vegetables in the process of cooking;

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

(1) Carrying, lifting or stacking articles or supplies;

(2) delivering goods, other than liquor, on foot or by means of a bicycle or handcart;

(3) tending animals or poultry;

(4) loading or unloading;

(5) cleaning premises, furniture, utensils, footwear, vehicles, vegetables, fish, poultry or other articles, serving early morning tea or similar beverages to guests;

(6) plucking poultry;

(7) cooking rations for employees, or making tea or similar beverages for employees or serving it to them;

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

(9) pulling or pushing a handcart;

(10) guarding premises, baggages or other articles during daylight;

(11) onder die toesig van 'n huishoudster, beddens opmaak of vloere, vensters of meubels in slaapkamers of sitkamers wat deur gaste bewoon word, skoonmaak of badkamers van sodanige kamers skoonmaak;

(12) tuinwerk, d.w.s. onder toesig plant, of spit, gras sny, hark, skoffel of natmaak of grond of materiaal meng of spreid, of heinings snoei of regsny, of paai of paadjies skoonmaak of vee;

"Drank- en Verversingsbedryf" of "Bedryf" die bedryf uitgeoefen deur werkgewers en hul werknemers as hulle tydelik of permanent die besigheid dryf van verversings verskaf, 'n hotel of kroeg hou, as drank in verband met sodanige besigheid verskaf word en die verskaffing daarvan plaasvind ingevolge 'n lisensie kragtens die bepalings van die Drankwet, 1928, maar omvat nie die bedryf wat uitgeoefen word ingevolge 'n restaurant-, verversings- of teekamerhouerslisensie ingevolge item 20 van Deel I van die Tweede Bylae van die Wet op Lisensies, 1962 nie, afgesien daarvan of sodanige werkgewer ook die houer is van 'n dranklisensie kragtens die Drankwet, 1928, wat die verskaffing van drank in sy restaurant, verversings- of teekamer toelaat of nie; en dit omvat ook nie 'n werkgewer wat in besit is van 'n teaterlisensie en sy werknemers nie;

"motorvoertuigbestuurder"—

(i) van 'n vierwielvoertuig en 'n werknemer wat hoofsaaklik 'n motorvoertuig (vierwiel) bestuur, goedere aflaai of aflaai, laai en aflaai, voertuig skoonmaak, en wat kan help met die vervoer van passasiers of bagasie;

(ii) van 'n twee- of driewielvoertuig en 'n werknemer wat hoofsaaklik 'n bromponie, motorfiets of meganiese driewiel bestuur, goedere aflaai of aflaai, laai en aflaai, voertuig skoonmaak en wat kan help met die vervoer van hotelgaste se bagasie.

Vir die toepassing van hierdie omskrywing omvat die bestuur van 'n motorvoertuig alle tydperke waarin daar bestuur word en enige tyd deur die bestuurder bestee aan werk in verband met die motorvoertuig of die laai of aflaai daarvan en alle tydperke waarin daar van hom vereis word om op sy pos te bly, gereed om te bestuur;

"nagportier" 'n werknemer wat hoogstens 12 agtereenvolgende ure tussen 6 nm. en 8 vm. in diens is om toesig te hou oor 'n bedryfsinrigting en wat gedurende sodanige diens vir gaste kan sorg wat laat arriveer of vroeg vertrek en vir sodanige gaste etes voorberei of gaarmaak of etes aan hulle buite die gewone tyd vir gastemaaltye bedien, en wat telefoonoprope kan maak en beantwoord;

"nagwag" 'n werknemer wat hoogstens 12 agtereenvolgende ure tussen 6 nm. en 8 vm. in diens is om persele, geboue, hekke of ander eiendom bewaak, persele toe te sluit en wat ook meubels, skoeisel of persele kan poleer en skoonmaak, vure aanpak en aan die brand steek, vir gaste by hulle aankoms en vertrek sorg en wat telefoonoprope kan maak en beantwoord, en ligte verversings kan bedien;

"buiteverkoopsbediener" in werknemer wat drank vir verbruik buite die bedryfsinrigting verkoop;

"buiteverkoopsbediener gekwalifiseer" 'n buiteverkoopsbediener met minstens drie jaar ondervinding;

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

"hoteljoggie" 'n werknemer onder die ouderdom van 18 jaar wat boodskappe doen, klokkes beantwoord, telefoonoprope maak en beantwoord of boodskappe ontvang of aflaai en wat in 'n bedryfsinrigting vir die bagasie van gaste kan sorg;

"deeltidse werknemer" 'n werknemer wat per week of per maand hoogstens vier gewone werkure per dag in diens is;

"portier" 'n werknemer wat hoofsaaklik of uitsluitlik vervoer vir gaste of hulle bagasie van of na 'n bedryfsinrigting reël of wat teenwoordig is by die aankoms van treine of skepe om gaste te ontmoet of te werf en wat 'n motorvoertuig kan bestuur en 'n telefoonskakelbord kan bedien;

"portier, gekwalifiseer," 'n portier met minstens een jaar ondervinding;

"portier, ongekwalifiseer," 'n portier met minder as een jaar ondervinding;

"werkdagbestek" die tydperk of enige dag vanaf die tyd waarop die werknemer begin werk tot die tyd waarop hy vir daardie dag ophou met werk;

"kwekeling bestuurder" 'n werknemer wat in verskillende afdelings van 'n bedryfsinrigting werk om bestuursopleiding te ontvang;

"loon" daardie gedeelte van die besoldiging wat in geld betaalbaar is aan 'n werknemer vir sy gewone werkure in klousule 6 vermeld en soos vir hom voorgeskryf in klousule 4, of waar 'n werkgewer 'n werknemer gereeld vir sodanige gewone werkure 'n hoër bedrag betaal as dié wat aldus voorgeskryf word, sodanige hoër bedrag;

"kelner" 'n werknemer wat etes of verversings aan gaste bedien, wat tafels dek of afdek en wat toebröodjies, roosterbrood of slaai kan maak;

(11) under the supervision of a housekeeper, making beds or cleaning floors, windows or furniture in bedrooms or living rooms in the personal occupation of guests or cleaning bathrooms to such rooms;

(12) gardening work, i.e. planting under supervision, or digging, moving, raking, weeding or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;

"Liquor and Catering Trade" or "Trade" means the trade carried on by employers and their employees when conducting, whether temporary or permanently, the business of catering, hotel or bars, if liquor is supplied in connection with such business and the supply thereof is carried on in terms of a licence under the provisions of the Liquor Act, 1928, but does not include the trade carried on by an employer in terms of a restaurant, refreshment or tearoom keeper's licence under Item No. 20 of Part I of the Second Schedule to the Licences Act, 1962, whether or not such employer is also the holder of a liquor licence under the Liquor Act, 1928, permitting the supply of liquor in his restaurant, refreshment or tearoom; nor does it include an employer holding a theatre licence, and his employees;

"motor vehicle driver"—

(i) of a four-wheeled vehicle means an employee who is mainly engaged in driving a motor vehicle (four-wheeled), taking delivery of or delivering goods, loading and unloading, cleaning vehicles and who may assist with conveying passengers or luggage;

(ii) of a two or three-wheeled vehicle means an employee who is mainly engaged in driving a scooter, motorcycle, or mechanised tricycle, taking delivery of or delivering goods, loading and unloading, cleaning vehicles and who may assist with conveying hotel visitors' luggage.

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 motor vehicle or its loading or unloading and all periods during which he is obliged to remain at his post in readiness to drive;

"night porter" means an employee who is employed for not more than 12 consecutive hours between 6 p.m. and 8 a.m. to supervise an establishment and who may during such employment attend to guests who arrive late or depart early and prepare or cook meals for such guests or serve meals to them outside the normal guest meal times, and who may make and answer telephone calls;

"night watchman" means an employee who is engaged for not more than 12 consecutive hours between 6 p.m. and 8 a.m. in guarding premises, buildings, gates or other property, locking up premises and who may, in addition, polish and clean furniture, boots or premises, lay and light fires, attend to guests on arrival and departure, make and answer telephone calls, and serve light refreshments;

"off-sales attendant" means an employee who is engaged in the sale of liquor for consumption off the establishment;

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

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

"page" means an employee under the age of 18 years who is engaged in running errands, answering bells, making, and answering telephone calls, or receiving or delivering messages; and who may in an establishment attend to the luggage of guests;

"part-time employee" means an employee employed by the week or month for not more than four ordinary hours of work per day;

"porter" means an employee who is wholly or mainly engaged in arranging for the conveyance of guests or their baggage from or to an establishment or who attends the arrival of trains or ships to meet or canvass guests and who may operate a telephone switchboard and in addition drive a motor vehicle;

"spreadover" means the period in any day from the time when an employee begins to work to the time when he finishes work for that day;

"trainee manager" means an employee who is engaged in various departments of an establishment for managerial training;

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

"porter, unqualified," means a porter who has had less than one year's experience;

"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 6 and as prescribed for him in clause 4, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed, it means such higher amount;

"waiter" means an employee who is engaged in serving meals or refreshments to guests, who sets and clears tables and who may make sandwiches, toast or salad;

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

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

"weekloon" die maandloon gedeel deur vier en 'n derde;

"wynkelner" 'n werknemer, uitgesonderd 'n kroegman wat drank aan klante bedien en wat betaling mag ontvang vir die drank wat hy aldus bedien en 'n telefoonskakelbord bedien;

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

"wynkelner, ongekwalifiseer", 'n wynkelner met minder as drie jaar ondervinding.

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

4. LONE

(1) Die minimum lone wat 'n werkgever aan elk van ondergenoemde klasse van sy werknemers moet betaal is soos hieronder uiteengesit:

(a) Werknemers, uitgesonderd dié in (b) en (c) genoem:

	Per maand R
Faktotum.....	46,40
Arbeider, man.....	26,21
Arbeider, vrou.....	20,02
Assistent-bestuurder, gekwalifiseer.....	125,00
Assistent-bestuurder, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	60,00
gedurende tweede jaar ondervinding.....	70,00
gedurende derde jaar ondervinding.....	90,00
gedurende vierde jaar ondervinding.....	105,00
Kwekeling-bestuurder—	
gedurende eerste jaar ondervinding.....	40,00
gedurende tweede jaar ondervinding.....	45,00
gedurende derde jaar ondervinding.....	50,00
Buiteverkoopswerknemers:	
Arbeider, man.....	38,00
Arbeider, vrou.....	30,25
Bediener, man, gekwalifiseer.....	128,00
Bediener, man, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	52,00
gedurende tweede jaar ondervinding.....	67,00
gedurende derde jaar ondervinding.....	82,00
gedurende vierde jaar ondervinding.....	97,00
gedurende vyfde jaar ondervinding.....	112,00
Bediener, vrou, gekwalifiseer.....	82,00
Bediener, vrou, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	48,00
gedurende tweede jaar ondervinding.....	57,00
gedurende derde jaar ondervinding.....	65,00
gedurende vierde jaar ondervinding.....	74,00
Motorvoertuigbestuurder (vierwielvoertuig).....	70,00
Motorvoertuigbestuurder (twee- of driewielvoertuig).....	50,00
Kroegman, gekwalifiseer.....	100,00
Kroegman, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	80,00
gedurende tweede jaar ondervinding.....	90,00
Hoofkok.....	85,00
Hoofkroegman.....	120,00
Hoofkelner.....	60,63
Huishoudster, gekwalifiseer.....	56,39
Kombuisopsigter, gekwalifiseer.....	56,39
Huishoudster, ongekwalifiseer—	
Kombuisopsigter—	
gedurende eerste jaar ondervinding.....	37,51
gedurende tweede jaar ondervinding.....	42,57
gedurende derde jaar ondervinding.....	47,90
daarna.....	56,39
Klerk, man, gekwalifiseer.....	85,00
Klerk, man, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	35,00
gedurende tweede jaar ondervinding.....	45,00
gedurende derde jaar ondervinding.....	48,00
gedurende vierde jaar ondervinding.....	66,96
Klerk, vrou, gekwalifiseer.....	65,00
Klerk, vrou, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	33,00
gedurende tweede jaar ondervinding.....	38,00
gedurende derde jaar ondervinding.....	46,00
gedurende vierde jaar ondervinding.....	54,00

"waiter, qualified," means a waiter with not less than three years' experience;

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

"weekly wage" means the monthly wage divided by four and one-third;

"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 he so serves and operate a telephone switchboard;

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

"wine steward, unqualified," means a wine steward who has had less than three years' experience.

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

4. WAGES

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

(a) Employees, other than those mentioned in (b) and (c):

	Per month R
Handyman.....	46,40
Labourer, male (other than in off-sales departments)....	26,21
Labourer, female (other than in off-sales departments)....	20,02
Assistant manager, qualified.....	125,00
Assistant manager, unqualified—	
during first year of experience.....	60,00
during second year of experience.....	70,00
during third year of experience.....	90,00
during fourth year of experience.....	105,00
Trainee manager—	
during first year of experience.....	40,00
during second year of experience.....	45,00
during third year of experience.....	50,00
Off-sales department employees:	
Labourer, male.....	38,00
Labourer, female.....	30,25
Attendant, male, qualified.....	128,00
Attendant, male, unqualified—	
during first year of experience.....	52,00
during second year of experience.....	67,00
during third year of experience.....	82,00
during fourth year of experience.....	97,00
during fifth year of experience.....	112,00
Attendant, female, qualified.....	82,00
Attendant, female, unqualified—	
during first year of experience.....	48,00
during second year of experience.....	57,00
during third year of experience.....	65,00
during fourth year of experience.....	74,00
Motor vehicle driver (four-wheeled vehicle).....	70,00
Motor vehicle driver (two or three-wheeled vehicle).....	50,00
Barman, qualified.....	100,00
Barman, unqualified—	
during first year of experience.....	80,00
during second year of experience.....	90,00
Head cook.....	85,00
Head barman.....	120,00
Head waiter.....	60,63
Housekeeper, qualified.....	56,39
Kitchen supervisor, qualified.....	56,39
Housekeeper, unqualified—	
Kitchen supervisor—	
during first year of experience.....	37,51
during second year of experience.....	42,57
during third year of experience.....	47,90
thereafter.....	56,39
Clerical employee, male, qualified.....	85,00
Clerical employee, male, unqualified—	
during first year of experience.....	35,00
during second year of experience.....	45,00
during third year of experience.....	56,38
during fourth year of experience.....	66,96
Clerical employee, female, qualified.....	65,00
Clerical employee, unqualified (female)—	
during first year of experience.....	33,00
during second year of experience.....	38,00
during third year of experience.....	46,00
during fourth year of experience.....	54,00

	Per maand R
Kok, man, gekwalifiseer.....	56,00
Kok, man, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	30,00
gedurende tweede jaar ondervinding.....	38,00
gedurende derde jaar ondervinding.....	45,00
Kok, vrou, gekwalifiseer.....	43,00
Kok, vrou, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	28,00
gedurende tweede jaar ondervinding.....	35,00
gedurende derde jaar ondervinding.....	40,00
Motorvoertuigbestuurder (vierwiel) (uitgesonderd diegene in buitewerkoopafdelings)	60,00
Motorvoertuigbestuurder (twee- of driewielvoertuig) (uitgesonderd diegene in buitewerkoopafdelings)	45,00
Kroegbediende.....	26,21
Kombuishulp.....	26,21
Nagportier.....	48,88
Nagwag.....	29,00
Hoteljoggie—	
gedurende eerste jaar ondervinding.....	24,00
gedurende tweede jaar ondervinding.....	28,84
daarna.....	32,46
Portier—	
gedurende eerste jaar ondervinding.....	39,04
daarna.....	48,19
Kelner, man, gekwalifiseer.....	48,19
Kelner, man, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	25,93
gedurende tweede jaar ondervinding.....	29,93
gedurende derde jaar ondervinding.....	35,42
Wynkelner, gekwalifiseer.....	48,19
Wynkelner, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	25,93
gedurende tweede jaar ondervinding.....	29,93
gedurende derde jaar ondervinding.....	35,42
Kelner, vrou, gekwalifiseer.....	34,61
Kelner, vrou, ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	23,78
gedurende tweede jaar ondervinding.....	27,26
gedurende derde jaar ondervinding.....	31,26

Met dien verstande—

(i) dat die weekloon van 'n werknemer in die geval van 'n arbeider, kroegbediende, kombuishulp, nagwag, met minstens R1 en in die geval van elke ander werknemer met minstens R2 verhoog moet word ten opsigte van elke week waarin die werkgewer dié werknemer nie van drie gratis maaltye voorsien het nie, en voorts met dien verstande dat die bepaling hiervan nie van toepassing is nie op werknemers wat werk in buitewerkoopafdelings wat nie op dieselfde perseel as die hotel is nie;

(ii) dat niks in hierdie Ooreenkoms so vertolk moet word dat waar 'n ete aan 'n werknemer beskikbaar gestel word en hy dit nie gebruik nie, hy soos in die geval van die eerste voorbehoudsbepaling, op vergoeding geregtig is nie;

(iii) dat waar 'n werkgewer, met die toestemming van sy werknemer, hom van huisvesting voorsien, die werkgewer vir sodanige huisvesting 'n aftrekking mag maak van hoogstens, in die geval van 'n arbeider, kroegbediende, kombuishulp, nagwag, R1,20 per maand en in die geval van alle ander werknemers, R4,33 per maand.

(b) *Los werknemers.*—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag diens minstens 'n sewende van die weekloon betaal word (of in die geval van 'n stygende skaal, 'n sewende van die weekloon vir 'n gekwalifiseerde werknemer) voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word, plus 10 persent: Met dien verstande dat waar dit nie van 'n los werknemer vereis word om vir 'n langer tydperk as vier agtereenvolgende ure op enige dag te werk nie, sy voorgeskrewe loon met 50 persent verminder mag word.

(c) *Deeltydse werknemers.*—'n Deeltydse werknemer moet minstens 50 persent van die loon betaal word wat voorgeskryf word vir 'n werknemer in dieselfde gebied en met dieselfde ondervinding, wat dieselfde klas werk verrig as wat 'n deeltydse werknemer verplig is om te doen, met volle inagneming van die omskrywing "ondervinding".

(d) 'n Werkgewer moet, benewens die voorgeskrewe loon, sy los werknemer of deeltydse werknemer voorsien van 'n gratis maaltyd ten opsigte van elke gastemaaltyduur van die bedryfs-inrigting wat binne die werkdagbestek van sodanige werknemer val.

	Per month R
Cook, male, qualified.....	56,00
Cook, male, unqualified—	
during first year of experience.....	30,00
during second year of experience.....	38,00
during third year of experience.....	45,00
Cook, female, qualified.....	43,00
Cook, female unqualified—	
during first year of experience.....	28,00
during second year of experience.....	35,00
during third year of experience.....	40,00
Motor vehicle driver (four-wheeled vehicle) (other than in off-sales departments)	60,00
Motor vehicle driver (two or three-wheeled vehicle) (other than in off-sales departments)	45,00
Barboy.....	26,21
Kitchenhand.....	26,21
Night porter.....	48,88
Night watchman.....	29,00
Page—	
during first year of experience.....	24,00
during second year of experience.....	28,84
thereafter.....	32,46
Porter—	
during first year of experience.....	39,04
thereafter.....	48,19
Waiter, male, qualified.....	48,19
Waiter, male, unqualified—	
during first year of experience.....	25,93
during second year of experience.....	29,93
during third year of experience.....	35,42
Wine steward, qualified.....	48,19
Wine steward, unqualified—	
during first year of experience.....	25,93
during second year of experience.....	29,93
during third year of experience.....	35,42
Waiter, female, qualified.....	34,61
Waiter, female, unqualified—	
during first year of experience.....	23,78
during second year of experience.....	27,26
during third year of experience.....	31,26

provided—

(i) that the weekly wage of an employee shall be increased in the case of a labourer, barboy, kitchenhand or night watchman, by not less than R1 and in the case of every other employee, by not less than R2 in respect of any week, in which the employer has not provided such employee regularly with three meals per day free of charge, and provided further that the provisions hereof shall not apply to employees working in off-sales departments not on the same premises as the hotel;

(ii) that nothing in this Agreement shall be so construed where a meal is made available to an employee and he does not avail himself thereof, in the case of the first proviso, that he is entitled to compensation;

(iii) that where an employer, with the consent of his employee, provides him with lodging, the employer may make a deduction for such lodging, not exceeding in the case of a labourer, barboy, kitchenhand or night watchman, R1,20 per month and in the case of all other employees R4,33 per month.

(b) *Casual employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-seventh of the weekly wage (or in the case of a rising scale, one-seventh of the weekly wage for a qualified employee) prescribed for an employee who performs the same class of work as the casual employee is required to do, plus 10 per cent; provided that where a casual employee is not required to work for a period of more than four consecutive hours on any day, his prescribed wage may be reduced by 50 per cent.

(c) *Part-time employees.*—A part-time employee shall be paid not less than 50 per cent of the wages prescribed for an employee who in the same area and with the same experience performs the same class of work as the part-time employee is required to perform, with due regard to the definition "experience".

(d) An employer shall, in addition to the prescribed wage, provide his casual employee or part-time employee free of charge with a meal in respect of every ordinary guest meal hour of the establishment which falls within the spreadover of such an employee.

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule, is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks, en behoudens klousule 5 (5), moet 'n werknemer vir die week minstens die volle weekloon vir 'n werknemer van sy klas betaal word, soos voorgeskryf in subklousule (1) gelees met subklousule (3), hetsy hy in daardie week die maksimum getal gewone ure wat vir daardie week kragtens klousule (6) op hom van toepassing is, of minder gewerk het.

(3) *Differensiële loon*.—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om altesaam langer as een uur op 'n dag, benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor—

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

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

in subklousule (1) voorgeskryf is, moet aan sodanige werknemer vir daardie dag—

(i) in die geval in paragraaf (a) genoem, minstens die dagloon betaal, bereken op die hoër weekloon; en

(ii) in die geval in paragraaf (b) genoem, minstens die dagloon betaal, bereken op die weekloon wat van toepassing is op gekwalifiseerde werknemers van die hoër klas:

Met dien verstande dat—

(i) hierdie subklousule nie van toepassing is nie waar die verskil tussen die klasse kragtens subklousule (1) op geslag of ondervinding gebaseer is;

(ii) hierdie subklousule nie van toepassing is nie op 'n kok, kroegman of kelner wat die werk doen van onderskeidelik 'n hoofkok, hoofkroegman of hoofkelner gedurende laaģenoemdes se afwesigheid weens vry tyd kragtens klousule 6 (9) toegestaan;

(iii) tensy die teenoorgestelde duidelik in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer bepaal word, niks in hierdie Ooreenkoms so vertolk kan word dat dit 'n werkgever verhoed om van 'n werknemer te vereis om die werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf is as die loon wat vir sodanige werknemer voorgeskryf is nie.

(4) *Berekening van loon*.—(a) Die uurloon van 'n werknemer word bereken deur sy weekloon te deel—

(i) in die geval van 'n los werknemer, deur die getal ure wat hy werklik in daardie week gewerk het;

(ii) in die geval van 'n deeltydse werknemer, deur 28;

(iii) in die geval van alle ander werknemers, deur 57.

(b) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, word bereken deur sy weekloon deur sewe te deel.

(c) Die maandloon van 'n werknemer word bereken deur sy weekloon met vier en 'n derde te vermenigvuldig.

(d) Die weekloon van 'n maandelikse werknemer word bereken deur sy maandloon deur vier en 'n derde te deel.

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

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens die bepalinge van klousule 7 (1), moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, betaalbaar is, maandeliks in kontant betaal word, of as die werkgever en werknemer daaroor ooreengekom het, weekliks in kontant of per tjek, gedurende die werke op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind en moet dit in 'n koevert of houer wees waarop die volgende weergegee word of moet dit vergesel wees van 'n staat wat die volgende aandui: Die werkgever se naam, die werknemer se naam en beroep, die getal gewone ure en oortydure gewerk, besonderhede van alle geld wat afgetrek is, die besoldiging, en die tydperk waarvoor betaling gedoen word: Met dien verstande dat geen betaaldag mag val op 'n dag later as twee dae nadat die besoldiging van 'n werknemer verskuldig geword het nie.

(2) *Los werknemers*.—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by diensbeëindiging in kontant betaal.

(3) *Premies*.—Geen betaling mag direk of indirek aan 'n werkgever ten opsigte van die indiensneming of opleiding van 'n werknemer gemaak of deur hom aangeneem word nie. Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe daar van die werkgever regtens vereis word om by te dra.

(4) *Koop van goedere*.—'n Werkgever mag nie sy werknemer verplig om goedere van hom of van 'n winkel of persoon wat deur hom aangewys word, te koop nie.

(2) *Basis of contract*.—For the purposes of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly, and save as provided in clause 5 (5), an employee shall be paid in respect of the week not less than the full weekly wage prescribed in subclause (1) read with subclause (3) for an employee of his class whether he has in that week worked the maximum number of ordinary hours applicable to him for that week in terms of clause 6 or less.

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

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

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

is prescribed in 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 on the higher weekly rate; and

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

provided—

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

(ii) that this subclause shall not apply to a cook, barman or waiter who performs the work of a head cook, head barman or head waiter, respectively, during the latter's absence on time-off granted in terms of clause 6 (9);

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

(4) *Calculation of wages*.—(a) The hourly wage of an employee shall be calculated by dividing his weekly wage by—

(i) in the case of a casual employee by the number of hours actually worked by him in that week;

(ii) in the case of a part-time employee by 28;

(iii) in the case of every other employee by 57.

(b) The daily wage of an employee, other than a casual employee, shall be calculated by dividing his weekly wage by seven.

(c) The monthly wage of an employee shall be calculated by multiplying his weekly wage by four and one-third.

(d) The weekly wage of a monthly employee shall be calculated by dividing his monthly wage by four and one-third.

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

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clause 7 (1) any amount payable to an employee, other than a casual employee, shall be paid in cash monthly, or, if the employer and employee have agreed thereto, in cash or by cheque weekly, 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 and shall be contained in an envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing, the employer's name, the employee's name and occupation, the number of ordinary hours and overtime hours worked, details of any deductions made, the remuneration and the period in respect of which the payment is made; providing that no pay-day shall be on a day later than two days after the remuneration of any employee became due.

(2) *Casual employees*.—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(3) *Premiums*.—No payment shall be made to or accepted by an employer, either directly or indirectly in respect of the employment or 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.

(4) *Purchase of goods*.—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

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

(a) Bedrae betaalbaar vir Raadsfondse kragtens klousule (17);
(b) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is, behalwe in opdrag of op versoek van sy werkgever, 'n bedrag, in verhouding tot die tydperk van sy afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten tyde daarvan ontvang het;

(c) 'n bedrag wat 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet aftrek of toegelaat word om af te trek;

(d) behoudens subklousule (4), met die skriftelike toestemming van die werknemer, 'n bedrag aan 'n werkgever verskuldig vir goedere deur sy werknemer van hom gekoop: Met dien verstande dat sodanige bedrag wat afgetrek word hoogstens een-derde mag wees van die totale besoldiging aan sodanige werknemer verskuldig;

(e) 'n bedrag deur die werkgever op die besoldiging van sy werknemer voorgeskiet;

(f) bedrae vir enige voorsorg-, pensioen- of ander fonds ingestel kragtens 'n gepubliseerde ooreenkoms van die Raad;

(g) bedrae kragtens klousules 12 (c) en 8 (1) (iv);

(h) ledegeld betaalbaar aan die vakverenigings;

(i) met die toestemming van sy werknemers, bedrae kragtens die derde voorbehoudsbepaling van klousule 4 (1) (a);

(j) met die skriftelike toestemming van sy werknemer, bedrae vir verlof-, siektebystand-, vessekerings-, spaar-, voorsorg- of pensioenfondse.

6. WERKURE EN OORTYD

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, moet hoogstens 114 per 14 dae wees.

(2) Die gewone werkure van 'n los werknemer moet hoogstens nege op 'n dag wees en die gewone werkure van 'n deeltydse werknemer hoogstens 28 in 'n week.

(3) *Etenspouses.*—'n Werkgever moet aan elkeen van sy werknemers, wanneer hulle op diens is, 'n etenspouse van minstens 30 minute toestaan, wat 'n aanvang neem binne die tydperk van 30 minute voor of 30 minute na elke gewone maaltyd vir gaste in die bedryfsinrigting, en gedurende sodanige pouse mag hy nie van sy werknemer vereis of hom toelaat om enige werk te doen nie en sodanige pouse word nie geag deel van die gewone werkure of oortyd te wees nie.

(4) Behoudens subklousule (3), moet die gewone werkure van 'n deeltydse werknemer op enige dag agtereenvolgend en binne 'n werkdagbestek van hoogstens vier en 'n half uur wees.

(5) *Oortyd.*—Alle tyd wat deur 'n werknemer gewerk word wat meer is as die maksimum getal gewone werkure in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf, word geag oortyd te wees.

(6) *Beperking van oortyd.*—(a) 'n Werkgever mag nie van sy werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om langer as 10 uur in 'n week in die geval van 'n deeltydse werknemer, en 20 uur in 14 dae in die geval van enige ander werknemer, oortyd te werk nie.

(b) 'n Werkgever mag nie van sy los werknemer vereis of hom toelaat om langer as twee uur op 'n dag oortyd te werk nie.

(7) *Betaling vir oortyd.*—(a) 'n Werkgever moet sy werknemer wat oortyd werk, een en 'n half keer sy uurloon betaal vir elke uur of gedeelte van 'n uur oortyd gewerk.

(b) Betaling vir oortyd is betaalbaar aan die end van elke maand of by diensbeëindiging as dit gedurende die maand plaasvind.

(8) *Werkdagbestek.*—Die gewone werkure en alle oortyd van 'n werknemer, uitgesonderd 'n deeltydse werknemer, moet voltooi wees en alle etenspouses moet ingesluit wees in die werkdagbestek van hoogstens 14 uur op 'n dag.

(9) *Vry tyd.*—'n Werkgever moet aan sy werknemer, uitgesonderd 'n deeltydse werknemer of 'n los werknemer, minstens een volle dag per week, of twee agtereenvolgende dae in twee agtereenvolgende weke vry gee, en gedurende sodanige vry tyd mag hy nie van sy werknemer vereis of hom toelaat om enige werk te doen nie.

(10) *Voorbehoude.*—(a) Subklousules (3), (6), (8) en (9) is nie van toepassing nie op 'n werknemer wat noodwerk verrig.

(b) Hierdie klousule is nie van toepassing nie op 'n assistent-bestuurder (gekwalifiseer) of op 'n werknemer wat 'n loon van minstens R180 per maand verdien.

(c) Ondanks subklousule (9) hiervan, mag daar van 'n werknemer, met sy toestemming, vereis word om gedurende sy vry tyd, kragtens subklousule (8) hiervan, te werk, en in dié geval moet hy vir elke uur of gedeelte van 'n uur wat sodanige vry tyd koster is as die voorgeskryfte tydperke, minstens sy uurloon plus 100 persent betaal word.

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

(a) Amounts due for Council funds in terms of clause 17.

(b) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage such employee was receiving at the time thereof.

(c) A deduction of any amount which an employer is legally or by order of any competent court required or permitted to make.

(d) Subject to the provisions of subclause (4) with the written consent of his employee, a deduction of any amount due to an employer for goods purchased from him by his employee; provided that such deduction shall not exceed one-third of the total remuneration due to such employee.

(e) A deduction of any amount of remuneration advanced by an employer to his employee.

(f) Amounts to any provident, pension or other fund established in terms of a published agreement of the Council.

(g) Deductions in terms of clauses 12 (c) and 8 (1) (iv).

(h) Subscriptions payable to the trade unions.

(i) With the consent of his employee deductions in terms of the third proviso to clause 4 (1) (a).

(j) With the written consent of his employee a deduction for holiday, sick benefit, insurance, savings, provident or pension funds.

6. HOURS OF WORK AND OVERTIME

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee, other than a casual employee or a part-time employee, shall not exceed 114 per fortnight.

(2) The ordinary hours of work of a casual employee shall not exceed nine on any day and the ordinary hours of work of a part-time employee shall not exceed 28 in any week.

(3) *Meal intervals.*—An employer shall grant to each of his employees then on duty a meal interval of not less than 30 minutes commencing within a period of 30 minutes before or 30 minutes after each normal meal hour for guests in the establishment and during such interval he shall not require or permit his employee to perform any work and such interval shall not be deemed to be part of the ordinary hours of work or overtime.

(4) Save as provided in subclause (3) the ordinary hours of work of a part-time employee on any day shall be consecutive and shall be within a spread-over, not exceeding four and a half hours.

(5) *Overtime.*—All time worked by an employee in excess of the maximum number of ordinary hours of work prescribed in this Agreement for such employee shall be deemed to be overtime.

(6) *Limitation of overtime.*—(a) An employer shall not require or permit his employee, other than a casual employee, to work overtime for more than 10 hours in any week, in the case of a part-time employee, and 20 hours in any fortnight in the case of any other employee.

(b) An employer shall not require or permit his casual employee to work overtime for more than two hours on any day.

(7) *Payment for overtime.*—(a) An employer shall pay his employee who works overtime not less than one and a half times his hourly wage, in respect of each hour or part of an hour overtime worked.

(b) Payments in respect of overtime shall become payable at the end of each month or on termination of employment if this occurs during the month.

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

(9) *Time off.*—An employer shall grant his employee, other than a part-time employee or casual employee, not less than one full day per week, or two consecutive days in two consecutive weeks, and during such time-off he shall not require or permit his employee to perform any work.

(10) *Savings.*—(a) The provisions of subclauses (3), (6), (8) and (9) shall not apply to an employee engaged on emergency work.

(b) The provisions of this clause shall not apply to an assistant manager (qualified) or to an employee earning a wage at a rate of not less than R180 per month.

(c) Notwithstanding the provisions of subclause (9) hereof, an employee may with his consent be required to work during his off-duty period subject to subclause (8) hereof in which event he shall, in respect of each hour or part of an hour by which such off-duty period falls short of such prescribed periods, be paid not less than his hourly wage, plus a 100 per cent.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, vir elke voltooide tydperk van 12 maande diens by hom, verlof van minstens 21 agtereenvolgende kalenderdae toestaan en aan sodanige werknemer voor of op die laaste werkdag onmiddellik voor die aanvang van sodanige verlof, minstens drie keer sy weekloon betaal.

(2) Die verlof voorgeskryf by subklousule (1), moet toegestaan word op 'n tydstop wat deur die werkgewer bepaal word; Met dien verstande dat—

(i) indien sodanige verlof nie vroeër toegestaan is, nie, dit, behoudens subklousule (3), toegestaan moet word om 'n aanvang te neem binne vier maande na die voltooiing van die 12 maande diens waarop dit betrekking het of, indien die werkgewer en sy werknemer skriftelik daartoe ooreengekom het voor verstryking van genoemde tydperk van vier maande, moet die werkgewer sodanige verlof aan die werknemer toestaan met ingang van 'n datum wat nie later is nie as twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die verloftydperk nie mag saamval nie met siekteverlof toegestaan kragtens klousule 8 en ook nie, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe toestem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;

(iii) indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag in sodanige verloftydperk val, nog 'n werkdag by genoemde tydperk gevoeg moet word vir elk sodanige vakansiedag as 'n verdere verloftydperk, en aan die werknemer moet 'n bedrag betaal word van minstens sy dagloon vir elke sodanige dag wat bygevoeg is;

(iv) 'n werknemer van sodanige verloftydperk enige dag geleentheidsverlof met volle besoldiging aan sy werknemer op sy werknemer se skriftelike versoek toegestaan gedurende die tydperk van 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het, mag aftrek.

(3) Op die skriftelike versoek van sy werknemer kan 'n werkgewer die verlof laat oploop oor 'n tydperk van hoogstens 24 maande diens: Met dien verstande dat—

(i) die versoek deur sodanige werknemer gerig word nie later nie as vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) die werkgewer die datum van ontvangs van die versoek op die versoek aanteken en dit onderteken, en die versoek bewaar vir 'n tydperk van minstens drie jaar vanaf sodanige datum, of die datum van verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, naamlik die jongste datum.

(4) 'n Werknemer wie se dienskontrak beëindig word gedurende enige tydperk van 12 maande diens by dieselfde werkgewer voordat die verloftydperk in subklousule (1) voorgeskryf ten opsigte van dié tydperk opgeloopt het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstydperk, minstens 'n kwart betaal word van die weekloon wat hy ontvang het onmiddellik voor die datum van sodanige beëindiging; Met dien verstande dat 'n werkgewer na verhouding 'n aftrekking mag maak ten opsigte van enige verloftydperk aan 'n werknemer toegestaan kragtens die vierdie voorbehoedsbepaling van subklousule (2) en voorts met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder dat hy die kennis gegee en die opseggingstyd uitgedien het wat in klousule 14 voorgeskryf word, tensy die werkgewer wat die kennisgewing afgesien het; of

(ii) wat sy diens sonder 'n regsgeldige rede verlaat; of
nie op besoldiging kragtens hierdie subklousule geregtig is nie.

(5) 'n Werknemer wat geregtig geword het op verlof soos in subklousule (1) voorgeskryf en wie se dienskontrak beëindig word voor sodanige verlof toegestaan is, moet by sodanige beëindiging, benewens enige besoldiging kragtens subklousule (4), die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof aan hom op die datum van beëindiging toegestaan was.

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

(a) met verlof kragtens subklousule (1);

(b) met siekteverlof kragtens klousule 8;

(c) in opdrag of op versoek van sy werkgewer;

(d) omdat hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months' employment with him not less than 21 consecutive calendar days' leave, and pay to such an employee not later than the last working day immediately prior to the commencement of such leave not less than three times his weekly wage.

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

(i) that, if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after the completion of the 12 months of employment to which it relates or, if the employer and his employee have agreed thereto, in writing, before the expiry of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiry of the said period of four months;

(ii) that the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training under the Defence Act, 1957;

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

(iv) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided—

(i) that the request is made by such employee not later than four months after the expiry of the first period of 12 months of employment to which the leave relates; and

(ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than three years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.

(4) An employee whose contract of employment terminates during any period of 12 months of employment with the same employer before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment, not less than one-fourth of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further that an employee—

(i) who leaves his employment without having given and served the period of notice prescribed in clause 14, unless the employer has waived such notice; or

(ii) who leaves his employment without cause recognised by law as sufficient;

shall not be entitled to any payment by virtue of this subclause.

(5) An employee who has become entitled to a period of leave prescribed in subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid, in addition to any payment under subclause (4), the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

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

(a) on leave in terms of subclause (1);

(b) on sick leave in terms of clause 8;

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

(d) undergoing any military training in pursuance of the Defence Act, 1957;

wat in enige jaar altesaam hoogstens 10 weke is ten opsigte van punte (a), (b) en (c), en vier maande ten opsigte van punt (d) en diens word geag te begin—

(i) in die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, geregtig geword het op verlot kragtens enige wet, op die datum waarop sodanige werknemer laas op sodanige verlot kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was voor die datum waarop hierdie Ooreenkoms van krag geword het en op wie enige wet wat vir jaarlikse verlot voorsiening maak, van toepassing is, maar wat nie daarkragtens op verlot 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 tot sy werkgever se diens toegetree het of die datum waarop hierdie Ooreenkoms van krag geword het, naamlik die jongste datum.

(7) (a) Vir die toepassing van hierdie klousule beteken "weekloon" die weekloon van 'n werknemer, plus, in die geval van 'n arbeider, kroegbediende, kombuis hulp en nagwag, 'n bedrag van minstens R1 en in die geval van enige ander werknemer, 'n bedrag van minstens R2.

(b) Geen werknemer mag toegelaat word om te werk vir 'n loon of enige ander vergoeding gedurende die tydperk van afwesigheid op verlot met volle besoldiging nie.

8. SIEKTEVERLOF

(1) 'n Werkgever moet aan sy werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam vier weke siekteverlof toestaan gedurende elke kringloop van 24 agtereenvolgende maande diens by hom en sodanige werknemer vir enige tydperk van afwesigheid hierkragtens, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

(i) dat 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie geregtig is op siekteverlof met volle besoldiging teen 'n skaal van meer as een werkdag, vir elke vier agtereenvolgende weke diens nie;

(ii) dat 'n werkgever, voordat hy enige bedrag betaal wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van die werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat wanneer 'n werknemer, gedurende enige tydperk van tot agt weke, besoldiging kragtens hierdie klousule by twee of meer geleenthede ontvang het sonder om sodanige sertifikaat in te dien, sy werkgever gedurende die tydperk van agt weke onmiddellik ná die laaste sodanige geleentheid, van hom kan vereis om so 'n sertifikaat in te dien ten opsigte van enige afwesigheid van werk;

(iii) dat hierdie klousule nie van toepassing is nie op 'n werknemer wanneer en solank sy werkgever kragtens die skriftelike versoek van 'n werknemer, namens sodanige werknemer bydraes stort in enige fonds of organisasie deur die werknemer aangewys, welke 'n fonds of organisasie aan die werknemer ten tyde van sy ongeskiktheid onder die omstandighede in hierdie klousule uiteengesit, minstens sy loon vir vier weke in elke kringloop van 24 maande diens betaal, behalwe dat gedurende die eerste 24 maande diens by dieselfde werkgever die gewaarborgde skaal nie die oploopskaal in die eerste voorbehoudsbepaling van hierdie subklousule uiteengesit, te bowe hoef te gaan nie;

(iv) dat waar 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid verplig word om geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal en hy sodanige geld betaal, die bedrag aldus betaal, afgetrek mag word van die betaling aan hom verskuldig ten opsigte van afwesigheid weens ongeskiktheid kragtens hierdie klousule;

(v) dat indien 'n werkgever ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, kragtens enige ander wet verplig is om 'n werknemer sy volle loon te betaal en hy sodanige loon betaal, hierdie klousule nie van toepassing is nie.

(2) Waar 'n werknemer weens ongeskiktheid vir 'n langer tydperk afwesig is as die opgeloopte siekteverlof ten tyde van sodanige ongeskiktheid, is hy slegs geregtig om betaal te word ten opsigte van sodanige siekteverlof wat aldus opgeloopt het; maar indien dit gebeur gedurende die eerste kringloop van 24 maande diens, is hy by die beëindiging van die 24 maande diens of by diensbeëindiging voor sodanige verstryking (uitgesonderd waar die werknemer gedros het) geregtig om deur sy werkgever ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal te word in die mate wat siekteverlof wat opgeloopt het by sodanige verstryking of beëindiging, nog nie geneem is nie.

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c), and 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 leave in terms of any law, from 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 provided for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

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

(7) For the purpose of this clause—

(a) "weekly wage" means the weekly wage of an employee, plus in the case of a labourer, barboy, kitchenhand, night watchman, an amount of not less than R1 and in the case of any other employee, other than casual, an amount of not less than R2;

(b) no employee shall be permitted to work for wages or any other consideration during the period of his absence on leave on full pay.

8. SICK LEAVE

(1) An employer shall grant to his employee, other than a casual employee or a part-time employee, who is absent from work through incapacity, four weeks' leave in the aggregate during each cycle of 24 consecutive months of employment with him and shall pay to such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided—

(i) that in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each four consecutive weeks of employment;

(ii) that 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 signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work;

(iii) that this clause shall not apply in respect of an employee when and for as long as his employer makes contributions in accordance with a written request of such employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than his wage for four weeks in each cycle of 24 months of employment, except that during the first 24 months of employment with the same employer the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this subclause;

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

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

(2) Where an employee is absent due to incapacity for a period in excess of the sick leave accrued at the time of such incapacity he shall be entitled to be paid only in respect of such sick leave as has so accrued; but should this occur during the first cycle of 24 months of employment he shall, at the expiry of the 24 months of employment or on termination of employment, before such expiry (other than where the employee deserted) be entitled to be paid by his employer in respect of such excess period of absence due to incapacity to the extent to which sick leave accrued at such expiry or termination had not been taken.

(3) Vir die toepassing van hierdie klousule—

word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wanneer 'n werknemer afwesig is—

- (a) met verlof kragtens klousule 7;
- (b) in opdrag of op versoek van sy werkgever;
- (c) met siekteverlof kragtens subklousule (1);
- (d) omdat hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

wat in enige jaar altesaam hoogstens 10 weke is ten opsigte van (a), (b) en (c) en vier maande ten opsigte van (d); word enige tydperk diens wat 'n werknemer by dieselfde werkgever gehad het onmiddellik voor die datum van inwerking-treding van hierdie Ooreenkoms, vir die toepassing van hierdie klousule geag diens kragtens hierdie Ooreenkoms te wees, maar enige siekteverlof met volle besoldiging aan sodanige werknemer toegestaan gedurende sodanige tydperk, word geag toegestaan te gewees het kragtens hierdie Ooreenkoms;

beteken "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering, uitgesonderd dié wat deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen skadeloosstelling ten opsigte van arbeidsongeskiktheid kragtens daardie Wet betaalbaar is nie.

(4) Vir die toepassing van hierdie klousule beteken "loon", tensy 'n werknemer drie etes per dag van sy werkgever ontvang gedurende 'n tydperk van ongeskiktheid, sy loon plus, in die geval van 'n arbeider, kroegbediende, kombuishulp en nagwag, 'n bedrag van minstens R1 per week en in die geval van enige ander werknemer (uitgesonderd 'n los werknemer), 'n bedrag van minstens R2 per week.

9. OPENBARE VAKANSIEDAE

(1) Behoudens klousule 5 (5), moet 'n werkgever, indien 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk nie, sy werknemer vir die maand waarin sodanige dag voorkom, minstens sy maandloon betaal.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werknemer, behoudens klousule 5 (5)—

(a) hom vir die maand waarin sodanige dag voorkom minstens sy maandloon betaal plus sy dagloon ten opsigte van elke sodanige dag gewerk; of

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

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

10. GETALSVERHOUDING

(1) 'n Werkgever mag nie 'n ongekwalifiseerde kok in diens hê nie, tensy hy 'n gekwalifiseerde kok in sy diens het, en vir elke gekwalifiseerde kok in sy diens mag hy hoogstens twee ongekwalifiseerde kokke in diens hê.

(2) 'n Werkgever mag nie 'n ongekwalifiseerde kelner of wynkelner in diens hê nie, tensy hy onderskeidelik twee gekwalifiseerde kelnere of wynkelnere in sy diens het, en vir elke twee gekwalifiseerde kelnere of wynkelnere in sy diens mag hy hoogstens onderskeidelik een ongekwalifiseerde kelner of wynkelner in diens hê.

(3) 'n Werkgever mag nie 'n ongekwalifiseerde kroegman, buitewerksbediener, portier of klerk in diens hê nie, tensy hy onderskeidelik 'n gekwalifiseerde kroegman, buitewerksbediener, portier of klerk in sy diens het en vir elke sodanige gekwalifiseerde werknemer in sy diens mag hy hoogstens een ongekwalifiseerde werknemer van daardie klas in sy diens hê.

(4) Vir die toepassing van hierdie klousule—

(a) kan 'n werkgever of bestuurder wat uitsluitlik of hoofsaaklik die pligte van 'n bepaalde klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees;

(b) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens die loon vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf, geag word 'n gekwalifiseerde werknemer te wees.

(5) Hierdie klousule is afsonderlik op elke bedryfsinrigting van toepassing.

(6) Vir die toepassing van hierdie klousule word deeltydse werknemers geag nie werknemers te wees nie.

11. VERBOD OP INDIENSNEMING

Geen werkgever mag enigiemand onder die ouderdom van 16 jaar in diens hê nie.

(3) For the purposes of this clause the expression—

"employment" shall be deemed to include any period or periods during which an employee is absent—

- (a) on leave in terms of clause 7;
- (b) on the instructions or at the request of his employer;
- (c) on sick leave in terms of subclause (1);
- (d) 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 four months in respect of item (d);

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

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

(4) For the purposes of this clause "wage" unless an employee receives three meals per day from his employer during any period of incapacity, means his wage plus in the case of a labourer, barboy, kitchenhand and night watchman, an amount of not less than R1 per week and in the case of any other employee (other than casual), an amount of not less than R2 per week.

9. PUBLIC HOLIDAYS

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

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

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

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

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

10. RATIO

(1) An employer shall not employ an unqualified cook unless he has in his employ a qualified cook, and for every qualified cook in his employ he shall employ not more than two unqualified cooks.

(2) An employer shall not employ an unqualified waiter or wine steward unless he has in his employ two qualified waiters or wine stewards, respectively, and for every two qualified waiters or wine stewards in his employ he shall employ not more than one unqualified waiter or wine steward, respectively.

(3) An employer shall not employ an unqualified barman, off-sales attendant, porter, clerical employee, unless he has in his employ a qualified barman, off-sales attendant, porter or clerical employee, respectively, and for each such qualified employee in his employ he shall employ not more than one unqualified employee of that class.

(4) For the purposes of this clause—

(a) an employer or manager who is wholly or mainly engaged in performing the duties of a particular class of employee may be deemed to be a qualified employee in such class;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee.

(5) This clause shall apply separately to each establishment.

(6) For the purpose of this clause part-time employees shall be deemed not to be employees.

11. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 16 years.

12. UNIFORMS EN SPESIALE KLERE

(a) 'n Werkgewer moet enige uniform, voorskoot, pet, oorpak of wit of swart baadjie of enige ander spesiale klere, uitgesonderd 'n swart broek, wat hy van sy werknemer vereis om te dra of wat hy kragtens enige wet of regulasie verplig is om aan sy werknemer te voorsien, gratis verskaf en in 'n diensbare en skoon toestand hou.

(b) Die klere in subparagraaf (a) hiervan gemeld, bly die eiendom van die werkgewer.

(c) Waar uniforms na die mening van die werkgewer misbruik word, kan hy nuwe uniforms voorsien en, behoudens die goedkeuring van die Raad, van die lone van die betrokke werknemers die bedrae aftrek wat gelyk is aan sy berekende verlies weens misbruik.

(d) Indien 'n werknemer aan wie 'n nuwe uniform voorsien is, uit sy diens bedank binne drie maande na die datum van sodanige voorsiening, kan die werkgewer, behoudens die goedkeuring van die Raad, van die loon aan dié werknemer verskuldig, 'n bedrag aftrek van hoogstens die helfte van die koste van sodanige uniform. Die uniform bly egter die eiendom van die werkgewer.

13. DIENSSERTIFIKAAT

'n Werkgewer moet by beëindiging van die dienskontrak, uitgesonderd deur die dros van 'n werknemer, sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en sy werknemer, die beroep waarin die werknemer in diens was, die aanvangsdatum en die datum van beëindiging van die kontrak en die besoldigingskaal ten tyde van sodanige beëindiging aantoon.

14. BEËINDIGING VAN DIENSKONTRAK

(1) Behoudens—

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

(b) die bepalings van 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n langer tydperk van kennisgewing van gelyke duur aan albei kante bepaal as dié hierin voorgeskryf;

moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, skriftelik kennis gee van minstens die volgende tydperke van sy voorneme om die dienskontrak te beëindig:

(i) Vier-en-twintig uur gedurende die eerste vier weke diens; (ii) een week daarna.

(2) Wanneer 'n werkgewer of 'n werknemer in gebreke bly om kennis te gee soos bepaal in subklousule (1) hiervan, moet hy onderskeidelik die volgende betaal of verbeur:

(a) In die geval van 'n werknemer in subklousule (1) (i) van hierdie klousule gemeld, 'n bedrag gelyk aan een dag se besoldiging;

(b) in die geval van 'n werknemer in subklousule (1) (ii) van hierdie klousule gemeld, 'n bedrag gelyk aan een week se besoldiging.

(3) Wanneer 'n ooreenkoms kragtens subklousule (1) (b) van hierdie klousule aangegaan word moet die betaling of verbeuring in plaas van kennis eweredig wees aan die tydperk van kennisgewing waarvoor ooreengekom is.

(4) Die kennisgewing in subklousule (1) voorgeskryf, kan op enige werkdag gegee word en begin op die dag waarop dit gegee word: Met dien verstande dat—

(i) die tydperk van kennisgewing nie mag saamval met of dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 8 of 'n tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(ii) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid weens siekteverlof ingevolge klousule 8.

(5) Indien 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee of sonder om sy werknemer te betaal in plaas van kennis te gee, kan sy werknemer, ondanks andersluidende bepalings in hierdie Ooreenkoms van geld wat hy aan sodanige werknemer verskuldig is ingevolge enige bepaling van hierdie Ooreenkoms, homself 'n bedrag toeëien van hoogstens die bedrag wat sodanige werknemer aan hom moes betaal het in plaas van kennis te gee.

15. BYWONINGSREGISTERS

(1) 'n Werkgewer moet in sy bedryfsinrigting 'n bywoningsregister verskaf en byhou, hoofsaaklik in die vorm in die eerste Bylae van hierdie Ooreenkoms voorgeskryf.

(2) 'n Werkgewer moet elke dag in sodanige bywoningsregister aantekening hou van die naam en beroep van elke werknemer.

12. UNIFORMS AND SPECIAL CLOTHING

(a) An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, apron, cap, overall or white or black jacket or any other special clothing, other than black trousers, which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee.

(b) The clothing referred to in subparagraph (a) hereof shall remain the property of the employer.

(c) Where, in the opinion of the employer, uniforms are ill-used, he may supply new uniforms, and subject to the approval of the Council deduct from the wages of the employees concerned amounts representing the estimated loss to him by reason of the ill-use.

(d) If an employee to whom a new uniform has been supplied resigns his employment within three months of the date of such supply, the employer may, subject to the approval of the Council, deduct from the wages due to such employee an amount not exceeding half the cost of such uniform. The uniform shall nevertheless remain the property of the employer.

13. CERTIFICATE OF SERVICE

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, showing the full names of the employer and his employee, the occupation in which the employee was employed, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination.

14. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to—

(a) the right of an employer or an employee to terminate a contract of employment without notice, for any good cause recognised by law as sufficient;

(b) the provisions of any written agreement between employer and employee stipulating for a period of notice of equal duration on both sides in excess of that provided for herein;

an employer or his employee, other than a casual employee, shall give notice in writing of his intention to terminate the contract of employment of not less than—

(i) twenty-four hours during the first four weeks of employment;

(ii) one week thereafter.

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

(a) in the case of an employee such as referred to in subclause (1) (i) of this clause an amount equal to one day's remuneration;

(b) in the case of an employee such as referred to in subclause (1) (ii) of this clause, an amount equal to one week's remuneration.

(3) When an agreement is entered into in terms of subclause (1) (b) of this clause, the payment of forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

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

(i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) that notice shall not be given during an employee's absence on sick leave in terms of clause 8.

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

15. ATTENDANCE REGISTERS

(1) An employer shall provide and maintain in his establishment an attendance register, substantially in the form prescribed in the First Schedule to this Agreement.

(2) An employer shall day by day keep a record in such attendance register of the name and occupation of every employee.

(3) Tensy hy weens 'n onvoorsiene oorsaak verhinder word, moet elke werknemer ten opsigte van elke dag deur hom gewerk en op daardie dag in sodanige bywoningsregister die volgende aanbring:

- (i) Sy handtekening;
- (ii) die tyd waarop hy begin werk het;
- (iii) die tyd waarop elke maaltyd of ander pouse begin en geëindig het wat nie as gewone werkure gereken word nie; en

(iv) die tyd waarop hy op die dag opgehou het om te werk: Met dien verstande dat indien 'n werknemer nie kan lees of skryf nie, sy werkgever namens hom die nodige inskrywings moet maak en onderteken.

(4) 'n Werkgever moet sodanige bywoningsregister bewaar vir 'n tydperk van minstens drie jaar na die datum van die laaste inskrywing daarin of daarop.

(5) Elke inskrywing in 'n bywoningsregister moet met ink of met 'n bolpen gemaak word.

(6) (a) Hierdie klousule is nie van toepassing nie op—

- (i) 'n assistent-bestuurder, gekwalifiseer;
- (ii) 'n arbeider, kroegbediende, kombuis hulp en nagwag;
- (iii) 'n werknemer wat 'n loon van R180 per maand of meer verdien.

(b) Die byhou van 'n bywoningsregister onthef werkgevers nie van die byhou van tyd- en loonregisters soos tot hiertoe nie. Alle besonder hede moet met ink of 'n bolpen in die tyd- en loonregisters ingeskryf word.

16. VRYSTELLINGS

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

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

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen is, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

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

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word, 'n kopie bewaar;
- (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur; en
- (d) 'n kopie aan die Afdelingsinspekteur van Arbeid, Oos-Londen, stuur.

17. FONDSE VAN DIE RAAD

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

Twee sent per maand moet vir elke arbeider, kroegbediende, kombuis hulp en nagwag, en 20 sent per maand vir alle ander werknemers (uitgesonderd los werknemers), deur die werkgever van die verdienste van elk van sy werknemers afgetrek word. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en voor of op die 15de dag van elke maand die totale bedrag aan die Sekretaris van die Raad, Posbus 779, Oos-Londen, stuur.

18. ADMINISTRASIE VAN OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms en kan vir die leiding van werkgevers en werknemers menings uitspreek wat nie onbestaanbaar met die bepalings daarvan is nie.

19. VERTONING VAN OOREENKOMS

Die werkgever moet te alle tye 'n leesbare eksemplaar van hierdie Ooreenkoms in beide amptelike tale en in die vorm soos by die regulasies kragtens die Wet voorgeskryf, vertoon in sy bedryfsinrigting op 'n plek wat gereedelik toeganklik vir sy werknemers is.

20. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgevers moet aan enigeen van hul werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die Raad se werk te vervul.

(3) Unless precluded from doing so by unavoidable cause, every employee shall in respect of each day worked by him and on that day, record in such attendance register—

- (i) his signature;
- (ii) the time he commenced work;
- (iii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and
- (iv) the time of finishing work for the day;

provided that, if an employee is unable to read or write, his employer shall on his behalf make and sign the necessary entries.

(4) An employer shall retain such attendance register for a period of not less than three years after the date of the last entry therein or thereon.

(5) Every entry in an attendance register shall be made in ink or ball pen in all cases.

(6) (a) The provisions of this clause shall not apply to—

- (i) an assistant manager, qualified;
- (ii) a labourer, barboy, kitchenhand and night watchman;
- (iii) an employee earning a wage rate of R180 per month or more.

(b) The keeping of an attendance register shall not absolve employers from keeping time and wage registers as heretofore. All particulars shall be entered in the time and wage registers in ink or ball pen.

16. EXEMPTIONS

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of 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 to the Divisional Inspector of Labour, East London.

17. COUNCIL FUNDS

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

Two cents per month for each labourer, barboy, kitchenhand and night watchman, and 20 cents per month for all other employees (other than casual), shall be deducted by the employer from the earnings of each of his employees. To the amount so deducted the employer shall add a like amount and forward the total sum not later than the 15th day of each month to the Secretary of the Council, P.O. Box 779, East London.

18. ADMINISTRATION OF AGREEMENT

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

19. EXHIBITION OF AGREEMENT

Every employer shall at all times exhibit in his establishment in a place readily accessible to his employees, a legible copy of this Agreement, in both official languages, and in the form prescribed in the regulations under the Act.

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

22. EMPLOYMENT OF TRADE UNION LABOUR

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

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 an 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.

23. GENERAL

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

Signed at East London, on behalf of the parties on this the
22nd day of December 1970.

F. J. PHILLIPS, Chairman of the Council.

A. HORWITZ, Vice-chairman of the Council.

R. G. EWING, Secretary of the Council.

BYWONINGSREGISTER

[illegible]

Opmerking.—Onder die hoofde “at” en “aan” in die kolomme wat op “werkpouses” betrekking het, voeg in hoe laat pouses begin en hoe laat werk hervat word, en Werknemer word geag in sy werk te wees vir enige pouse in sy werk, indien die werknemer nie toegelaat is om die bedryfsinrigting vir die hele pouse te verlaat nie.

FIRST SCHEDULE
ATTENDANCE REGISTER

(Name of employee)										(Occupation of employee)									
Year.....		Entries to be made by employee										Excess hours worked		Total number of hours worked		Remarks (if any)			
Month.....		Signature	Time of commencing work	Intervals of work						Time of finishing work					By employee	By employer, if employee absent, reasons for his absence (to be signed by employer)	By inspector		
Date	Day of week			Off	On	Off	On	Off	On										
1....																			
2....																			
3....																			
4....																			
5....																			
6....																			
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30....																			
31....																			

Note.—Under headings "off" and "on" in columns referring to "intervals of work", insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if the employee is not free to leave the establishment for the whole of the interval.

INHOUD

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