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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1141

13 June 1975

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, PIETER-MARITZBURG.—MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that 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 31 December 1976, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (e), 17, 24, 25 and 28, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial District of Pietermaritzburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Pietermaritzburg and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (5) (e), 17, 24, 25 and 28, shall *mutatis mutandis* be binding upon all Bantu employed in the said trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

36910—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1141

13 Junie 1975

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN VERVERSINGSBEDRYF, PIETER-MARITZBURG.—HOOFDOORENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (e), 17, 24, 25 en 28, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 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 landdrosdistrik Pietermaritzburg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (5) (e), 17, 24, 25 en 28, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, in die landdrosdistrik Pietermaritzburg *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.

4746—1

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, PIETERMARITZBURG

AGREEMENT

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

The Pietermaritzburg Hotel and Bottle Store Keepers' Association (Incorporating the Country Districts of Natal)

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

The Natal Liquor and Catering Trades Employees' Union (hereinafter referred to as "the employees" or "the trade union"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force until 31 December 1976 or for such period as may be fixed by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"barmaid" means a female employee other than a waitress or wine stewardess employed in the sale of liquor over the counter or from the bar in an establishment;

"barmaid, qualified," means a barmaid who has had not less than 18 months' experience as a barmaid: Provided that an employee who is a wine stewardess and who has had more than three years' experience as a wine stewardess, shall be deemed to be a qualified barmaid after 12 months' experience as a barmaid;

"barmaid, unqualified," means an employee who has had less than 18 months' experience as a barmaid: Provided that more than three years' experience as a wine stewardess shall be deemed to be six months' experience as a barmaid;

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

"barman, qualified," means a barman who has had not less than 18 months' experience as a barman: Provided that an employee who is a wine steward who has had more than three years' experience as a wine steward, shall be deemed to be a qualified barman after 12 months' experience as a barman;

"barman, unqualified," means an employee who has had less than 18 months' experience as a barman: Provided that more than three years' experience as a wine steward shall be deemed to be six months' experience as a barman;

"billiard marker" means an employee engaged in the care and maintenance of billiard rooms and/or other billiard or snooker equipment and who may assist in scoring and other similar work and who may also perform the duties of a waiter or wine steward;

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

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

"bottle store/off-sales attendant, qualified," means a bottle store off-sales attendant who has had not less than two years' experience;

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

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

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF, PIETERMARITZBURG

OOREENKOMS

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

Pietermaritzburg Hotel and Bottle Store Keepers' Association (wat die plattelandse distrikte van Natal inkorporeer)

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

Natal Liquor and Catering Trades Employees' Union (hieronder die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrostdistrik Pietermaritzburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Drank- en Verversingsbedryf uitoefen, en deur alle werknemers wat lede van die vakvereniging is en in dié Bedryf werksaam is.

(2) Ondanks die bepalings van subklousule (1) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in die Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet mag vasstel en bly van krag tot 31 Desember 1976 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoenings, 1956;

"kroegvrou" 'n vroulike werknemer, uitgesonderd 'n kelnerin of wynkelnerin, wat in diens is om drank oor die toonbank of vanuit die kroeg in 'n bedryfsinrigting te verkoop;

"kroegvrou, gekwalifiseerd," 'n kroegvrou met minstens 18 maande ondervinding as 'n kroegvrou: Met dien verstande dat 'n werknemer wat 'n wynkelnerin is en wat meer as drie jaar ondervinding as 'n wynkelnerin het, geag word 'n gekwalifiseerde kroegvrou te wees na 12 maande ondervinding as 'n kroegvrou;

"kroegvrou, ongekwalifiseerd," 'n werknemer met minder as 18 maande ondervinding as 'n kroegvrou: Met dien verstande dat meer as drie jaar ondervinding as 'n wynkelnerin geag word gelyk aan ses maande ondervinding as 'n kroegvrou te wees;

"kroegman" 'n manlike werknemer, uitgesonderd 'n kelner of wynkelner, wat in diens is om drank oor die toonbank of vanuit die kroeg in 'n bedryfsinrigting te verkoop;

"kroegman, gekwalifiseerd," 'n kroegman met minstens 18 maande ondervinding as 'n kroegman: Met dien verstande dat 'n werknemer wat 'n wynkelner is en wat meer as drie jaar ondervinding as 'n wynkelner het, geag word 'n gekwalifiseerde kroegman te wees na 12 maande ondervinding as 'n kroegman;

"kroegman, ongekwalifiseerd," 'n werknemer met minder as 18 maande ondervinding as 'n kroegman: Met dien verstande dat meer as drie jaar ondervinding as 'n wynkelner geag word gelyk aan ses maande ondervinding as 'n kroegman te wees;

"biljartman" 'n werknemer wat biljartkamers en/of ander biljart- of snoekerruistruksing versorg en in stand hou en wat mag help met die punteaantekening en ander dergelyke werk en wat ook die pligte van 'n kelner of wynkelner mag verrig;

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

"drankwinkel/buiterverkoopbediener" 'n werknemer uitsluitlik of hoofsaaklik in diens vir die verkoop van drank vir gebruik buite die gelisenseerde perseel;

"drankwinkel/buiterverkoopbediener, gekwalifiseerd," 'n drankwinkel/buiterverkoopbediener met minstens twee jaar ondervinding;

"drankwinkel/buiterverkoopklerk" 'n werknemer in 'n drankwinkel of buiterverkoopafdeling wat skryfwerk, tikwerk of 'n ander vorm van klerklike werk doen, wat geld vir die betaling van rekenings mag ontvang en wat drank regstreeks aan klante mag verkoop;

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

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

"chambermaid", see "housemaid";

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

"clerical employee, qualified, female," means a female employee who has had not less than 18 months' experience as a clerical employee in any trade or occupation;

"clerical employee, unqualified, female," means a female employee who has had less than 18 months' experience as a clerical employee in any trade or occupation;

"clerical employee, qualified, male," means a male employee who has had not less than 18 months' experience as a clerical employee in any trade or occupation;

"clerical employee, unqualified, male," means a male employee who has had less than 18 months' experience as a clerical employee in any trade or occupation;

"cook" means an employee engaged in any establishment, including a Non-White establishment, engaged in any operation in the preparation or cooking of food, excluding the operations falling under paragraphs (e), (g) and (i) of the definition of Grade II employee;

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

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

"cook, qualified," means a cook who has had not less than three years' experience as such: Provided that when adequate training facilities become available in the Magisterial District of Pietermaritzburg, the period of experience shall be reduced to two years for those who have completed the course or courses available;

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

"Council" means the Industrial Council for the Liquor and Catering Trade, Pietermaritzburg, registered in terms of section 19 of the Act;

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

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

"delivery employee" means an employee who is engaged in delivering goods on foot or by means of a bicycle, tricycle, or other hand or foot-propelled vehicle or by means of a motor-driven or assisted bicycle or other vehicle of two or three wheels and who may also perform any other incidental duties required of him, and the expression also includes a motor vehicle driver's assistant;

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

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

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

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

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

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

"kamerbediende" kyk "huisbediende";

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

"klerklike werknemer, gekwalifiseerd, vrou," 'n vroulike werknemer met minstens 18 maande ondervinding as klerklike werknemer in enige bedryf of beroep;

"klerklike werknemer, ongekwalifiseerd, vrou," 'n vroulike werknemer met minder as 18 maande ondervinding as klerklike werknemer in enige bedryf of beroep;

"klerklike werknemer, gekwalifiseerd, man," 'n manlike werknemer met minstens 18 maande ondervinding as klerklike werknemer in enige bedryf of beroep;

"klerklike werknemer, ongekwalifiseerd, man," 'n manlike werknemer met minder as 18 maande ondervinding as 'n klerklike werknemer in enige bedryf of beroep;

"kok" 'n werknemer wat in 'n beryfsinrigting, met inbegrip van 'n Nie-Blanke beryfsinrigting, werk doen in verband met die voorbereiding of kook van kos, uitgesonderd die werksaamhede wat in paragrawe (e), (g) en (i) van die woordoms-krywing van werknemer, graad II genoem word;

"hoofkok" 'n kok met minstens vyf jaar ondervinding, wat toesig hou oor en opdragte gee in verband met die werk van werknemers in die kombuis van 'n beryfsinrigting en wat in diens is in 'n beryfsinrigting waarin minstens drie gekwalifiseerde koks werksaam is, met inbegrip van dié hoofkok;

"leerlingkok" kyk woordoms-krywing van "leerling";

"kok, gekwalifiseerd" 'n kok met minstens drie jaar ondervinding as kok: Met dien verstande dat wanneer voldoende opleidingsfasaliteite in die landdrostsdistrik Pietermaritzburg beskikbaar word die tydperk van ondervinding tot twee jaar verminder word vir diegene wat die beskikbare kursus of kursusse voltooi het;

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

"Raad" die Nywerheidsraad vir die Drank- en Verversings-bedryf, Pietermaritzburg, geregistreer ingevolge artikel 19 van die Wet;

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

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

"besteller" 'n werknemer wat goedere te voet of met behulp van 'n fiets, driewiel of ander hand- of voetaangedrewe voertuig of met behulp van 'n motoraangedrewe fiets of kragfiets of ander voertuig met twee of drie wiele aflewer en wat ook ander bykomstige pligte kan uitvoer wat van hom vereis word, en die uitdrukking omvat ook die assistent van 'n motorvoertuigdrywer;

"bedryfsinrigting" 'n perseel waar die Drank- en Verversings-bedryf uitgeoefen word;

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

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

- (a) Eetware, gerei of ander artikels dra;
- (b) persele, gerei, meubels, voertuie, diere, skoeisel of ander artikels skoonmaak;
- (c) goedere verskuif, opstapel of uitpak;
- (d) vuurmaak, of vure aan die brand hou en/of vuilgoed of as verwyder;
- (e) pluimvee pluk of skoonmaak, vis skoonmaak, groente skoonmaak, afskil of opsny, pap kook;
- (f) kiste, bale of ander pakette oopmaak of toemaak;
- (g) onder toesig van 'n kok aandag gee aan voedsel wat kook;
- (h) gaste met vroeëggendtee, -koffie, -kakao of soortgelyke drankie bedien;
- (i) pap, eiers en rantsoene vir Bantoes kook;
- (j) help met tuine bewerk, onderhou en skoonmaak.

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

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

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

"hotel trainee" means an employee employed in the various departments of an establishment for management training and about whose employment as a trainee in any particular establishment the Council has been notified;

"hourly wage" means the weekly wage of the employee divided by the number of ordinary weekly hours of work prescribed in clause 7 for an employee of his class;

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

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

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

"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;

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

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

(a) a cook, less than three years; Provided that an employee who has attended an approved training course for at least 12 months shall be deemed to have one year's experience as a cook;

(b) a waiter or wine steward, less than 18 months;

(c) an off-sales attendant, less than two years;

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

"Liquor and Catering Trade" or "Trade" means the trade in which employers and employees are associated for the purpose of conducting any business, whether temporarily or permanently, on premises where the sale of liquor is carried on and in connection with which one or more of the following licences or authorities issued under the provisions of the Liquor Act, 1928, are required to be held:

- (i) Hotel liquor licence;
- (ii) bottle liquor licence;
- (iii) restaurant liquor licence;
- (iv) wine and malt liquor licence;
- (v) temporary liquor licence;
- (vi) meal time wine and malt licence;
- (vii) theatre or sports ground liquor licence;
- (viii) late hours occasional liquor licence;
- (ix) special authority under section 100bis;
- (x) special authority under section 100sex; and
- (xi) bar licence;

and includes all activities incidental to, or consequent on, any of the aforesaid activities, but does not include the trade carried on in a restaurant, cafe or tearoom, in respect of which the keeper is required to hold a licence under Item I.C.1 of Part 1 of Schedule 1 to the Licences Ordinance, 1973 (Natal);

"manager" means a male or female employee, as the case may be, employed in and specifically charged by his or her employer with the overall supervision over, responsibility for and direction of the activities carried on in or in connection with an establishment engaged in the Liquor and Catering Trade but does not include an employee who relieves a manager during such manager's temporary absence, or whose earnings from the establishment exceed R1 800 per annum;

"motor vehicle" means any power-driven vehicle having four or more wheels and used for conveying goods;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle and who may be called upon to perform other incidental duties and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or its loading or unloading and all periods during which he is obliged to remain at his post in readiness to drive;

"gas" enigeen wat permanent of tydelik in 'n bedryfsinrigting woon en omvat dit 'n besoeker of klant maar nie die werkgewer of 'n lid van sy gesin of 'n persoon wat in die bedryfsinrigting in diens is nie;

"faktotum" 'n manlike werknemer wat in diens is om minder belangrike herstelwerk aan meubels, masjinerie of ander uitrustings te doen en wat minder belangrike herstel- of opknappingswerk aan geboue kan verrig;

"hotelkwekeling" 'n werknemer wat vir die doel van opleiding in bestuurswerk in verskillende afdelings van 'n bedryfsinrigting werksaam is en van wie se indiensneming as 'n kwekeling in 'n bepaalde bedryfsinrigting die Raad in kennis gestel is;

"uurloon" die weeklikse loon van 'n werknemer gedeel deur die getal gewone werkure per week wat in klousule 7 vir 'n werknemer van sy klas voorgeskryf word;

"huishoudster" 'n vroulike werknemer in diens om toesig te hou oor en opdragte te gee in verband met die werk van huisbediendes en kamerbediendes en wat daarbenewens enige van die pligte van 'n huisbediende of kamerbediende kan verrig;

"huisbediende" of "kamerbediende" 'n vroulike werknemer in diens om slaapkamers, woonkamers of ander dele van 'n bedryfsinrigting af te stof of aan die kant te maak, beddens op te maak en te help met die ontvang en heelmaak van huislinne, die hantering van linne en wasgoed, die uitreiking van voorrade en toesighouers oor werknemers, graad II;

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

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

"wasserywerker, man" of "wasserywerker, vrou," 'n werknemer wat in 'n wassery in 'n bedryfsinrigting werk en wat artikels kan was, stryk of pers;

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

(a) 'n kok, minder as drie jaar was: Met dien verstande dat 'n werknemer wat 'n goedgekeurde opleidingskursus minstens 12 maande lank bygewoon het, geag word een jaar ondervinding as 'n kok te hê;

(b) 'n kelner of wynkelner, minder as 18 maande was;

(c) 'n buitewerkoopbediener, minder as twee jaar was;

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

"Drank- en Verversingsbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is om sake te doen, hetsy tydelik of permanent, op 'n perseel waar drank verkoop word en ten opsigte waarvan daar een of meer van die ondergenoemde lisensies of magtigings kragtens die bepalings van die Drankwet, 1928, soos gewysig, gehou moet word:

- (i) Hoteldranklisensie;
- (ii) botteldranklisensie;
- (iii) restaurantdranklisensie;
- (iv) wyn-en-bierlisensie;
- (v) tydelike dranklisensie;
- (vi) maaltijd-wyn-en-bierlisensie;
- (vii) teater- of sportgronddranklisensie;
- (viii) nagtelike geleentheidslisensie;
- (ix) spesiale magtiging kragtens artikel 100bis;
- (x) spesiale magtiging kragtens artikel 100sex; en
- (xi) kantienlisensie;

en sluit alle bykomstige aktiwiteite in wat aan enigeen van gemelde werksaamhede verbonde is, of daaruit voortvloei, maar sluit nie 'n besigheid in nie wat in 'n restaurant, kafee of teekamer gedryf word, ten opsigte waarvan die eienaar in besit moet wees van 'n lisensie by item I.C.1 van Bylae 1 tot die Ordonnansie op Lisensies, 1973 (Natal);

"bestuurder" 'n manlike of vroulike werknemer, na gelang van die geval, wat deur sy of haar werkgewer in diens geneem en spesifiek belas is met die algemene toesighouding oor, verantwoordelijkheid vir en reëling van die werksaamhede wat in of in verband met 'n bedryfsinrigting in die Drank- en Verversingsbedryf verrig word, maar omvat dit nie 'n werknemer wat 'n bestuurder gedurende sodanige bestuurder se tydelike afwesigheid aflos of wie se inkomste uit die bedryfsinrigting meer as R1 800 per jaar is nie;

"motorvoertuig" 'n kragaangedrewe voertuig met vier of meer wiele wat gebruik word om goedere te vervoer;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf en van wie vereis kan word dat hy ander bykomstige pligte uitvoer, en vir die toepassing van hierdie omskrywing omvat die bestuur van 'n motorvoertuig alle tydspeke 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 tydspeke waarin daar van hom vereis word om op sy pos te bly, gereed om te bestuur;

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

"Non-Whites establishment" means any establishment licensed under the Liquor Act of 1928, licensed and catering exclusively for Non-Whites of any race;

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

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

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

"service percentage charge" means an amount collected under any system providing for the addition of a certain percentage to the normal charges of an establishment, the total of which amount is to be distributed at intervals in such manner and among such of the employees of that establishment as may be determined by agreement between the employers and employees. The term does not include the practice known as "tipping";

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

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

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

"wage, weekly" means the monthly wage prescribed in clause 4 (1) divided by 4;

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

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

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

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

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

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

"wine steward, qualified," means a wine steward who has had not less than 18 months' experience as a wine steward.

(2) 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 that shall be paid to the undermentioned classes of employees, in addition to any amount distributed from any service percentage charge, shall be as follows:

(a) Employees other than casual employees:

Class of employee	From date of coming into operation of this Agreement to 31 January 1976		Thereafter
	Per month	Per month	
Barmaid:			
Qualified.....	R 100*	R 100*	
Unqualified:			
First six months of experience.....	60*	60*	
Second six months of experience....	70*	70*	
Third six months of experience.....	80*	80*	

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

"Nie-Blanke bedryfsinrigting" 'n bedryfsinrigting wat kragtens die Drankwet van 1928, gelisensieer is en uitsluitlik voorsiening maak vir Nie-Blankes van enige ras;

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

"portier" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is om gaste te ontvang, hul bagasie te besorg na, van en in 'n bedryfsinrigting, en van wie daarbenewens vereis kan word dat hy 'n telefoon beantwoord, 'n telefoonskakelbord te bedien, gaste met verversings en maaltye te bedien en as chauffeur op te tree soos en wanneer dit van hom vereis word;

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

"dienspersentasieheffing" 'n bedrag wat gevorder word ingevolge 'n stelsel wat voorsiening maak vir die byvoeging van 'n sekere persentasie by die gewone tariewe van 'n bedryfsinrigting. Die hele bedrag moet van tyd tot tyd verdeel word op dié wyse en tussen dié werknemers van daardie bedryfsinrigting wat die werkgewers en werknemers by wyse van ooreenkoms bepaal. Die uitdrukking sluit nie die gebruik in wat as "fooiegeery" bekend staan nie.

"werkdagbestek" die tydperk bereken vanaf die tyd waarop 'n werknemer vir die eerste maal begin werk op 'n bepaalde dag tot die tyd waarop hy op daardie dag ophou werk;

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

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

"weekloon" die maandloon voorgeskryf in klousule 4 (1) gedeel deur vier en een derde;

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

"hoofkelner" 'n werknemer wat uitsluitlik of hoofsaaklik klante na hul sitplekke neem, algemene toegang hou oor die diens aan klante en in beheer is van 'n ondergeskikte kelnerpersoneel;

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

"kelner, gekwalifiseerd," 'n kelner met minstens 18 maande ondervinding as 'n kelner;

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

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

"wynkelner, gekwalifiseerd," 'n wynkelner met minstens 18 maande ondervinding as 'n wynkelner.

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

4. LONE

(1) Die minimumloon wat aan ondergenoemde klasse werknemers betaal moet word, afgesien van enige bedrag wat uit enige dienspersentasieheffing uitgedeel mag word, is soos volg:

(a) Werknemers, uitgesonderd los werknemers:

Klas werknemers	Vanaf datum van inwerking-treding van hierdie Ooreenkoms tot 31 Januarie 1976		Daarna
	Per maand	Per maand	
Kroegvrou:			
Gekwalifiseerd.....	R 100*	R 100*	
Ongekwalifiseerd:			
Eerste ses maande ondervinding....	60*	60*	
Tweede ses maande ondervinding....	70*	70*	
Derde ses maande ondervinding....	80*	80*	

Class of employee	From date of coming into operation of this Agreement to 31 January 1976		Thereafter	Klas werknemers	Vanaf datum van inwerking-treding van hierdie Oor-eenkoms tot 31 Januarie 1976		Daarna
	Per month	Per month			Per maand	Per maand	
Barman:	R	R		Kroegman:	R	R	
Qualified.....	120*	125*		Gekwalifiseerd.....	120*	125*	
Unqualified:				Ongekwalifiseerd:			
First six months of experience.....	70*	70*		Eerste ses maande ondervinding....	70*	70*	
Second six months of experience.....	85*	85*		Tweede ses maande ondervinding....	85*	85*	
Third six months of experience.....	100*	100*		Derde ses maande ondervinding....	100*	100*	
Billiard marker.....	50*	50*		Biljartman.....	50*	50*	
Clerical employee, male:				Klerklike werknemer, man:			
Qualified.....	90†	95†		Gekwalifiseerd.....	90†	95†	
Unqualified:				Ongekwalifiseerd:			
First six months of experience.....	60†	60†		Eerste ses maande ondervinding....	60†	60†	
Second six months of experience.....	65†	65†		Tweede ses maande ondervinding....	65†	65†	
Third six months of experience.....	70†	70†		Derde ses maande ondervinding....	70†	70†	
Clerical employee, female:				Klerklike werknemer, vrou:			
Qualified.....	65†	70†		Gekwalifiseerd.....	65†	70†	
Unqualified:				Ongekwalifiseerd:			
First six months of experience.....	45†	45†		Eerste ses maande ondervinding....	45†	45†	
Second six months of experience.....	50†	50†		Tweede ses maande ondervinding....	50†	50†	
Third six months of experience.....	55†	55†		Derde ses maande ondervinding....	55†	55†	
Chief cook.....	115*	120*		Hoofkok.....	115*	120*	
Cook, qualified.....	65*	70*		Kok, gekwalifiseerd.....	65*	70*	
Cook, qualified, with certificate.....	80*	80*		Kok, gekwalifiseerd, met sertifikaat.....	80*	80*	
Cook, learner:				Leerlingkok:			
First six months of experience.....	25*	25*		Eerste ses maande ondervinding.....	25*	25*	
Second six months of experience.....	30*	30*		Tweede ses maande ondervinding.....	30*	30*	
Third six months of experience.....	35*	35*		Derde ses maande ondervinding.....	35*	35*	
Fourth six months of experience.....	40*	40*		Vierde ses maande ondervinding.....	40*	40*	
Fifth six months of experience.....	45*	45*		Vyfde ses maande ondervinding.....	45*	45*	
Sixth six months of experience.....	50*	50*		Sesde ses maande ondervinding.....	50*	50*	
Delivery employee.....	46	50		Besteller.....	46	50	
Grade II employee:				Werknemer, graad II:			
Male.....	46*	50*		Man.....	46*	50*	
Female.....	36*	40*		Vrou.....	36*	40*	
Handyman.....	60*	65*		Faktotum.....	60*	65*	
Hotel trainee.....	50†	65†		Hotellwekeling.....	50†	65†	
Housekeeper.....	60*	65*		Huishoudster.....	60*	65*	
Housemaid or chambermaid.....	42*	46*		Huis- of kamerbediende.....	42*	46*	
Kitchen supervisor.....	70*	70*		Kombuisopsiener.....	70*	70*	
Laundry maid.....	40*	40*		Wasserywerker, vrou.....	40*	40*	
Laundryman.....	50*	50*		Wasserywerker, man.....	50*	50*	
Lift attendant.....	40*	40*		Hyserbediener.....	40*	40*	
Manager, hotel.....	200†	200†		Bestuurder (van hotel).....	200†	200†	
Manager, other.....	175	175		Bestuurder (ander).....	175	175	
Motor vehicle driver.....	65	70		Motorvoertuigdrywer.....	65	70	
Night watchman.....	50	55		Nagwag.....	50	55	
Bottle store/Off-sales attendant:				Drankwinkel/Buiteverkoopbediener:			
Qualified.....	100	105		Gekwalifiseerd.....	100	105	
Unqualified:				Ongekwalifiseerd:			
First six months of experience.....	72	72		Eerste ses maande ondervinding....	72	72	
Second six months of experience.....	78	78		Tweede ses maande ondervinding....	78	78	
Third six months of experience.....	84	84		Derde ses maande ondervinding....	84	84	
Fourth six months of experience.....	90	90		Vierde ses maande ondervinding....	90	90	
Bottle store/Off-sales clerical employee, female	80	90		Drankwinkel/Buiteverkoopklerk, vrou....	80	90	
Bottle store/Off-sales clerical employee, male	100	110		Drankwinkel/Buiteverkoopklerk, man....	100	110	
Page.....	40*	40*		Joggie.....	40*	40*	
Porter.....	55*	60*		Portier.....	55*	60*	
Telephone operator.....	55*	60*		Telefonis.....	55*	60*	
Head waiter, in establishments employing:				Hoofkelner, in 'n bedryfsinrigting met:			
Six or more waiters.....	90*	100*		Ses of meer kelners.....	90*	100*	
Less than six waiters.....	75*	80*		Minder as ses kelners.....	75*	80*	
Waiter or wine steward:				Kelner of wynkelner:			
Qualified.....	65*	70*		Gekwalifiseerd.....	65*	70*	
Learner:				Leerling:			
First six months of experience.....	35*	35*		Eerste ses maande ondervinding....	35*	35*	
Second six months of experience.....	45*	45*		Tweede ses maande ondervinding....	45*	45*	
Third six months of experience.....	55*	55*		Derde ses maande ondervinding....	55*	55*	

* Denotes plus free meals while on duty.

† Denotes plus free board and lodging.

* Dui aan plus gratis etes terwyl op diens.

† Dui aan plus gratis etes en huisvesting.

(b) Casual employees:

	For four hours or less	Per hour or part thereof in excess of four hours
	R	c
Barmaid.....	3,00	60*
Barman.....	4,00	75*
Billiard marker.....	2,00	50*
Clerical employee.....	2,50	60*
Cook.....	3,00	75*
Delivery employee.....	1,00	20*
Grade II employee.....	1,00	20*
Off-sales attendant.....	2,50	60*
Head waiter.....	3,00	65*
Waiter/Wine steward.....	2,00	50*
Others.....	1,00	20*

* Denotes plus free meals while on duty.

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

(3) *Board and lodging.*—In the case of employees other than casual employees, who are entitled to board and lodging in terms of subclause (1) but who are not provided with such board or lodging, the employer shall pay to the employee in lieu thereof on the usual pay-day in addition to his wages not less than the following amounts:

	Per month
	R
Board.....	27
Lodging.....	15
Board and lodging.....	42

When an employee is in terms of subclause (1) entitled free of charge to meals which fall within his working hours and such meals are not provided an allowance of 10c per meal in the case of Grade II employees and 30c per meal in the case of all other employees shall be paid to the employees concerned in lieu thereof: Provided further that where an employee through circumstances beyond his control is required to live on the employer's premises by reason of distance of travel to his ordinary place of residence, such employee shall be entitled to receive lodging free of charge.

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

(a) 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 for the time so worked—

(i) in the case referred to in paragraph (a), not less than the wages calculated on the higher rate; and

(ii) in the case referred to in paragraph (b) not less than the wages calculated on the highest rate for the higher class:

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

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

(6) *Compulsory training.*—As soon as the necessary facilities become available in the Magisterial District of Pietermaritzburg it shall be compulsory for all learner waiters to attend a course of training at an institution approved by the Council.

Such attendance shall be for a period of at least 12 months and attendances shall take place outside the normal working hours of the employees concerned. All fees due in respect of such attendance shall be payable by the employers of the employees concerned.

5. PAYMENT OF REMUNERATION

(1) (a) The remuneration of employees other than casual employees shall become due and be paid in cash on the usual pay-day which shall be the last working day of the month in the case of monthly paid employees and not later than Friday in the case of weekly paid employees and shall be contained in an envelope or other container and be accompanied by a statement, showing the employer's and employee's names, the employee's occupation, the period of ordinary time worked, the number of overtime hours worked, the wages due and the

(b) Los werknemers:

	Vier uur of minder	Vir elke uur of gedeelte daarvan langer as vier uur
	R	c
Kroegvrou.....	3,00	60*
Kroegman.....	4,00	75*
Biljartman.....	2,00	50*
Klerklike werknemer.....	2,50	60*
Kok.....	3,00	75*
Besteller.....	1,00	20*
Werknemer, graad II.....	1,00	20*
Buiterverkoopbediener.....	2,50	60*
Hoofkelner.....	3,00	65*
Kelner/Wynkelner.....	2,00	50*
Ander.....	1,00	20*

* Dui aan plus gratis etes terwyl op diens.

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

(3) *Etes en huisvesting.*—In die geval van werknemers, uitgesonderd los werknemers wat ingevolge subklousule (1) op kos en verblyfplek geregtig is indien geen kos of verblyfplek verskaf word soos bepaal in subklousule (1) nie, die werknemer in plaas daarvan en wel op die gewone betaaldag, benewens sy loon, minstens ondergenoemde bedrae betaal:

	Per maand
	R
Etes.....	27
Huisvesting.....	15
Etes en huisvesting.....	42

Wanneer 'n werknemer ingevolge subklousule (1) geregtig is op gratis maaltye wat binne sy werkure val, en dié maaltye nie verskaf word nie, moet daar aan die werknemer in plaas daarvan 'n toelae van 10c per maaltyd in die geval van werknemers, graad II, en 30c per maaltyd in die geval van enige ander werknemer betaal word: Voorts met dien verstande dat waar 'n werknemer as gevolg van omstandighede buite sy beheer ver van sy gewone woonplek af moet werk en as gevolg daarvan op sy werkgewer se perseel moet woon, hy geregtig is op gratis huisvesting.

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

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

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

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

(i) in dié geval genoem in paragraaf (a), minstens die loon op die hoër skaal bereken, betaal; en

(ii) in dié geval genoem in paragraaf (b), minstens die loon bereken op die hoogste skaal vir die hoër klas, betaal:

Met dien verstande dat waar die verskil tussen klasse, ooreenkomstig klousule (1) gebaseer word op ondervinding of geslag, die bepaling van hierdie subklousule nie van toepassing is nie.

(5) *Loonwaarborg.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat die loon verlaag word wat aan 'n werknemer vóór die datum van inwerkingtreding van hierdie Ooreenkoms betaal is nie.

(6) *Verpligte opleiding.*—Sodra die nodige fasiliteite in die landdrosdistrik Pietermaritzburg beskikbaar word, is dit vir alle leerling-kelners verpligtend om 'n opleidingskursus by te woon by 'n inrigting wat deur die Raad goedgekeur is.

Dié betrokke werknemers moet die kursus minstens 12 maande lank bywoon en wel buite hul gewone werkure. Alle gelde verskuldig teen opsigte van dié bywoning moet deur die werkgewers van die betrokke werknemers betaal word.

5. BETALING VAN BESOLDIGING

(1) (a) Die besoldiging van werknemers, uitgesonderd los werknemers, is verskuldig en moet in kontant betaal word op die gewone betaaldag wat die laaste werkdag van die maand moet wees in die geval van maandeliks betaalde werknemers en voor of op Vrydag in die geval van weekliks betaalde werknemers, en moet in 'n koevert of ander houer wees en vergesel gaan van 'n staat wat die werkgewer en werknemer se name aantoon, die werknemer se beroep, die tydperk van gewone tyd gewerk, dié getal oortydure gewerk, die verskuldigde loon en die tydperk ten

period in respect of which payment is made: Provided that if the contract of employment of an employee terminates before the usual pay-day of such employee, the remuneration due to him shall be paid immediately on such termination.

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

(2) No premium shall be charged or accepted for the training of an employee by an employer: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

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

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

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

(b) Deductions for holiday, sick, insurance, provident and/or pension funds.

(c) Contributions to Council funds shall be deducted in terms of clause 14 of this Agreement.

(d) Where an employer is compelled legally or by ordinance or legal process to make payment for or on behalf of an employee any amount so paid may be deducted.

(e) Deductions for subscriptions to the funds of the trade union.

6. JUVENILES

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

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

7. NORMAL HOURS OF WORK, OVERTIME, PAYMENT OF OVERTIME

(1) *Normal hours of work:* (a) *Barman or barmaid.*—The normal working hours of a barman or barmaid shall not exceed 54 in any one week, nor nine on any one day, to be completed within a spreadover of 14½ hours.

The normal working hours of a casual barman or barmaid shall not exceed in any one week six days of nine hours each or 54 in all.

(b) *Employees other than barmen, barmaids or Grade II employees:* (i) *In establishments other than wine and malt.*—In establishments other than wine and malt the normal hours of work of an employee other than a barman, barmaid, bottle store off-sales attendant, bottle store off-sales clerical employee or Grade II employee shall not exceed in any one week six days each of nine hours, to be completed within a spreadover of 14½ hours.

(ii) *In wine and malt establishments.*—In wine and malt establishments the normal working hours of an employee other than a barman, barmaid, bottle store off-sales attendant, bottle store off-sales clerical employee or Grade II employee shall not exceed in any one week 54 and on any one day nine.

(c) *Grade II employees:* (i) *In establishments other than wine and malt.*—The normal working hours of a Grade II employee in an establishment other than wine and malt shall be in any one week six days of nine hours to be completed within a spreadover of 14½ hours and one day of five hours to be completed not later than 2.30 p.m.

(ii) *In wine and malt establishments.*—In a wine and malt establishment the normal working hours of a Grade II employee shall not exceed 10 per day or 60 per week.

(d) *Bottle store/off-sales attendants and bottle store/off-sales clerical employees.*—The normal hours of work of bottle store/off-sales attendants and bottle store/off-sales clerical employees shall be as follows:

Mondays to Thursdays.....	9 a.m.–6 p.m.
Fridays.....	9 a.m.–7 p.m.
Saturdays.....	9 a.m.–2 p.m.

with one hour off each day, except Saturdays.

(2) *Meal breaks.*—An employer shall not require or permit an employee other than a bottle store/off-sales attendant or bottle store/off-sales clerical employee to work for more than five hours continuously without a meal interval of not less than 30 minutes, during which interval such employee shall not be permitted to perform any work.

opsigte waarvan betaling gemaak word: Met dien verstande dat as die dienskontrak van 'n werknemer voor die gewone betaaldag van dié werknemer eindig, die besoldiging aan hom verskuldig onmiddellik by die beëindiging betaal moet word.

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

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

(3) 'n Werkgever mag sy werknemer geen boetes hoegenaamd ople nie:

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

(5) 'n Werkgever mag geen aftrekking hoegenaamd, uitgesonderd die volgende, van die besoldiging van sy werknemer maak nie:

(a) Behalwe waar anders in die Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is, behalwe in opdrag of op versoek van sy werkgever, 'n aftrekking eweredig met die tydperk van afwesigheid en bereken op die basis van die loon wat die werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan.

(b) Aftrekkings vir verlof-, siekte-, versekerings-, voorsorg- en/of pensioenfondse.

(c) Bydraes aan die fondse van die Raad moet ingevolge klousule 14 van hierdie Ooreenkoms afgetrek word.

(d) Waar 'n werkgever regtens of by ordonnansie of regsgeding verplig is om namens 'n werkgever enige bedrag te betaal, kan enige bedrag aldus betaal, afgetrek word.

(e) Aftrekkings vir ledegeld vir die fondse van die vakvereniging.

6. JEUGDIGES

(1) Geen jeugdige onder die leeftyd van 18 jaar mag in die beperkte gedeelte van 'n bedryfsinrigting, soos deur die Drankwet, 1928 omskryf, in diens wees nie.

(2) Geen jeugdige onder die leeftyd van 16 jaar mag in enige gedeelte van 'n bedryfsinrigting in diens wees nie.

7. GEWONE WERKURE, OORTYD EN OORTYDBETALING

(1) *Gewone werkure:* (a) *Kroegman of -vrou.*—Die gewone werkure van 'n kroegman of -vrou mag nie 54 in 'n bepaalde week en 9 op 'n bepaalde dag te bowe gaan nie, en moet binne 'n werkdagbestek van 14½ uur voltooi word.

Die gewone werkure van 'n los kroegman of -vrou mag nie ses dae van nege uur elk of 54 altesaam in 'n bepaalde week te bowe gaan nie.

(b) *Werknemers, uitgesonderd kroegmanne, kroegvroue of werknemers graad II:* (i) *In bedryfsinrigtings, uitgesonderd wyn-en-bier-bedryfsinrigtings.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n kroegman, kroegvrou, drankwinkel/buiterverkoopbediener, drankwinkel/buiterverkoopklerk of werknemer, graad II, in 'n bedryfsinrigting, uitgesonderd wyn-en-bier-bedryfsinrigtings, mag nie ses dae van nege uur elk in een bepaalde week te bowe gaan nie, en dit moet binne 'n werkdagbestek van 14½ uur voltooi word.

(ii) *In wyn-en-bier-bedryfsinrigtings.*—Die gewone werkure van 'n werknemer, uitgesonderd 'n kroegman, kroegvrou, drankwinkel/buiterverkoopbediener, drankwinkel/buiterverkoopklerk of werknemer, graad II in wyn-en-bier-bedryfsinrigtings mag nie 54 in 'n bepaalde week of nege op 'n bepaalde dag te bowe gaan nie.

(c) *Werknemers, graad II:* (i) *In bedryfsinrigtings, uitgesonderd wyn-en-bier-bedryfsinrigtings.*—Die gewone werkure van 'n werknemer, graad II in 'n bedryfsinrigting, uitgesonderd 'n wyn-en-bier-bedryfsinrigting, in 'n bepaalde week is ses dae van nege uur wat binne 'n werkdagbestek van 14½ uur voltooi moet word en een dag van vyf uur wat nie later nie as 2.30 namiddag voltooi moet word.

(ii) *In wyn-en-bier-bedryfsinrigtings.*—Die gewone werkure van 'n werknemer, graad II in 'n wyn-en-bier-bedryfsinrigting mag nie 10 per dag of 60 per week te bowe gaan nie.

(d) *Drankwinkel/buiterverkoopbedieners en, drankwinkel/buiterverkoopklerke.*—Die gewone werkure van drankwinkel/buiterverkoopbedieners en drankwinkel/buiterverkoopklerke moet soos volg wees:

Maandag to Donderdag.....	9 vm.–6 nm.
Vrydag.....	9 vm.–7 nm.
Saterdag.....	9 vm.–2 nm.

met een uur vry elke dag, uitgesonderd Saterdag.

(2) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n drankwinkel/buiterverkoopbediener of drankwinkel/buiterverkoopklerk, vereis of hom toelaat om langer as vyf uur ononderbroke te werk sonder 'n etenspouse van minstens 30 minute nie. Die werknemer mag nie gedurende hierdie pouse enige werk verrig nie.

(3) *Weekly and monthly time off duty.*—(a) All barmen, other than casual barmen, shall be given one evening off per week, commencing not later than 7.30 p.m.: Provided, however, that such evening off be not taken either on a Friday, Saturday or Sunday.

(b) Grade II employees in establishments other than a wine and malt establishment shall be granted one full working day off per month: Provided that alternatively to the off-duty periods allowed by this subclause and by subclause (1) (c) (i) of this clause they may be granted three full days off per month, to be taken at intervals of approximately 10 days.

(4) *Overtime.*—All work performed in excess of the normal working hours laid down in subclause (1) of this clause shall be considered as overtime and shall be paid for as provided in subclause (6) below. No time off shall be allowed in lieu of payment for overtime.

(5) *Limitation of overtime.*—An employer shall not require or permit any of his employees to work overtime for more than 18 hours in any one fortnight.

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

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

(b) Any employee other than a barman, barmaid or Grade II employee who is employed in an establishment other than a wine and malt establishment shall be paid for any time worked outside the spreadover prescribed in subclause 7 (1) (b) (i) the hourly wage plus 100 per cent.

(c) Any Grade II employee who is employed in an establishment other than a wine and malt establishment shall be paid for any time worked outside the spreadover prescribed in subclause 7 (1) (c) (i) the hourly wage plus 100 per cent.

(d) An employee, other than a barman or barmaid, who is required or allowed to work on any day in excess of the normal working hours for such day shall for such excess time be paid the hourly wage plus 50 per cent for every hour or part of an hour so worked and such payment shall be made irrespective of and in addition to any overtime payable in terms of subclause (6) (b) or (6) (c). Where overtime calculated on a weekly basis in terms of this clause differs from that calculated on a daily basis, the basis more favourable to the employee shall be adopted.

(7) *Display of work time-tables.*—Every employer shall exhibit in a conspicuous place available to all employees a time-table showing the name of each employee (other than a casual employee), and the days and the normal hours on and during which each such employee is to work during the ensuing seven days.

(8) *Savings and exceptions.*—The provisions of the whole of clause 7 shall not apply to hotel trainees or managers or to any employee in receipt of a wage totalling R2 400 or more per annum.

8. TIME, WAGE AND OVERTIME REGISTERS

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

(2) Every employer shall keep, in addition to the records referred to in subclause (1) above, an overtime register substantially in the form prescribed in Annexure D, which shall be kept in a place accessible to all employees and in which employees who have performed overtime may enter particulars of such overtime. All such entries shall be signed by the employee making them and the register shall be regularly inspected at frequent intervals by the employer or his manager or other senior member of his staff duly authorised thereto. All entries which are in order shall be countersigned by the employer or other authorised person in confirmation of their correctness and any incorrect entries shall be deleted and the employee concerned informed of the deletion as soon as possible.

(3) *Weeklikse en maandelikse vry tydperke.*—(a) Alle kroegmanne, uitgesonderd los kroegmanne, moet een vry aand per week toegestaan word, en dié aand mag nie later as 7.30 nm. begin nie: Met dien verstande egter dat dié vry aand nie op 'n Vrydag, Saterdag of Sondag toegestaan word nie.

(b) Werknemers, graad II, in bedryfsinrigtings, uitgesonderd wyn-en-bierbedryfsinrigtings, moet een volle werkdag vry per maand toegestaan word: Met dien verstande dat hulle, in plaas van die vry tydperke wat by hierdie subklousule en subklousule (1) (c) (i) van hierdie klousule toegelaat word, drie volle dae vry per maand toegestaan mag word, wat met tussenpose van ongeveer 10 dae geneem moet word.

(4) *Oortyd.*—Alle werk wat buite die gewone werkure voorgeskryf in subklousule 1 van hierdie klousule verrig word, word geag oortyd te wees en daar moet daarvoor betaal word soos in subklousule (6) hieronder bepaal. Die toestaan van ekstra vry tyd in plaas van betaling word nie toegelaat nie.

(5) *Beperking van oortyd.*—'n Werkgewer mag nie van sy werknemers vereis of hulle toelaat om meer as 18 uur oortyd in 'n bepaalde tydperk van twee weke te werk nie.

(6) *Oortydbetaling.*—(a) 'n Kroegman of kroegvrou van wie vereis word of wat toegelaat word om langer te werk as die ure voorgeskryf in subklousule (1) (a) van hierdie klousule, moet vir dié ekstra tyd betaal word teen 50c per uur of deel van 'n uur: Met dien verstande dat waar oortyd, bereken op 'n weeklikse of tweeweklikse grondslag, verskil van dié bereken op 'n daaglikse grondslag, die grondslag wat die gunstigste vir die werknemer is, aanvaar moet word en vir die toepassing van hierdie klousule moet oortyd wat aan 'n werknemer bedoel in subklousule (1) (a) van hierdie klousule verskuldig is, ondanks die bepalings van klousule 5 (1), tweeweklikse bepaal word en op die daaropvolgende betaaldag betaal word.

Oortydbesoldiging wat aan los kroegmanne of -vroue verskuldig is, moet betaal word by afsluiting van 'n week se werk of by afsluiting van hul werk indien die tydperk minder as 'n week is.

(b) Alle werknemers, uitgesonderd kroegmanne, kroegvroue of werknemers, graad II, wat in diens is in 'n bedryfsinrigting, uitgesonderd 'n wyn-en-bierbedryfsinrigting, moet die uurloon plus 100 persent betaal word vir alle tyd gewerk buite die werkdag-betek wat in subklousule 7 (1) (b) (i) voorgeskryf is.

(c) 'n Werknemer, graad II, wat in diens is in 'n bedryfsinrigting, uitgesonderd 'n wyn-en-bierbedryfsinrigting, moet die uurloon plus 100 persent betaal word vir alle tyd gewerk buite die werkdag-betek wat in subklousule 7 (1) (c) (i) voorgeskryf is.

(d) 'n Werknemer, uitgesonderd 'n kroegman of kroegvrou, van wie vereis word of wat toegelaat word om op 'n bepaalde dag meer as die gewone werkure vir dié dag te werk, moet die uurloon plus 50 persent vir elke uur of deel van 'n uur aldus gewerk, betaal word vir dié oortyd, en dié betaling moet geskied ongeag en benewens oortyd wat ingevolge subklousule (6) (b) of (6) (c) betaalbaar is. Waar oortyd wat op 'n weeklikse grondslag ingevolge hierdie klousule bereken is, verskil van dié wat op daaglikse grondslag bereken is, moet die grondslag wat die gunstigste vir die werknemer is, aanvaar word.

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

(8) *Voorbehoude en uitsonderings.*—Die bepalings van klousule 7 in sy geheel is nie van toepassing op hotelkeukelinge of -bestuurders of op 'n werknemer wat 'n loon van R2 400 of meer per jaar ontvang nie.

8. TYD-, LOON- EN OORTYDREGISTERS

(1) Elke werkgewer moet te alle tye rekords byhou van lone betaal en ure gewerk, in die vorm soos deur die Wet voorgeskryf.

(2) Elke werkgewer moet, benewens die rekords in subklousule (1) hierbo vermeld, 'n oortydregister hou wat in hoofsaak in dieselfde vorm moet wees as dié in Aanhangsel D voorgeskryf, en dié register moet gehou word op 'n plek wat vir alle werknemers toeganklik is. Werknemers wat oortyd gewerk het, kan die besonderhede van dié oortyd in die register skryf. Alle sodanige inskrywings moet deur die werknemer wat hulle doen, onderteken word en die register moet gereeld en dikwels geïnspekteer word deur die werkgewer of sy bestuurder of 'n ander senior lid van sy personeel wat behoorlik daartoe gemagtig is. Alle inskrywings wat in orde is, moet medeonderteken word deur die werkgewer of ander gemagtigde persoon ter bevestiging van die juistheid daarvan, en alle onjuiste inskrywings moet geskrap word en die betrokke werknemer moet so gou moontlik in kennis gestel word van die skraping daarvan.

9. PROPORTION OR RATIO OF EMPLOYEES

(1) An employer shall not employ—

(a) an unqualified barman or barmaid unless he has in his employ a qualified barman or barmaid, respectively, and for each qualified barman or barmaid employed, he shall not employ more than one learner barman or barmaid, respectively;

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

(c) a learner cook unless he has in his employ not less than one qualified cook and for each qualified cook employed he shall not employ more than one learner cook;

(d) a male or female learner bottle store/off-sales attendant or bottle store/off-sales clerical employee unless he has in his employ not less than one qualified male or female bottle store/off-sales attendant or bottle store/off-sales clerical employee, respectively, and for each qualified male or female bottle store/off-sales clerical employee employed he shall not employ more than one male or female learner bottle store/off-sales attendant or bottle store/off-sales clerical employee, respectively.

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

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

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

(5) For the purposes of this clause the proprietor, manager, licensee, trainee or housekeeper in any establishment, or any member of the family of any of these, shall not be deemed to be employed as a barman, barmaid or cook in that establishment unless he or she is in full-time employment as such.

10. CERTIFICATE OF SERVICE

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

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

(a) The original to the employee.

(b) One copy to the Secretary of the Council, P.O. Box 267, Pietermaritzburg.

(c) One copy to the Secretary of the Employees' Union, P.O. Box 720, Pietermaritzburg.

(d) One copy to be retained by the employer.

11. ANNUAL LEAVE AND CHRISTMAS DAY

(1) (a) All employees, other than Grade II employees, or casual employees, shall be given in respect of each 49 weeks of employment with the same employer three week's leave of absence on full pay. The employer may fix the time when such leave may be taken, but should the employer not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months of the termination of 49 weeks' employment. When an employee's employment is terminated before the completion of the period of 49 weeks but after one month's employment in any one year, the employer shall pay to the employee in respect of each completed week of such employment three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(b) Grade II employees shall in respect of each 50 weeks' work with the same employer be granted two weeks' leave of absence on full pay. The employer shall fix the time when such leave shall be taken but should the employer not have granted the leave at an earlier date it shall be granted and taken so as to commence within three months of the termination of 50 weeks' employment. A Grade II employee whose

9. GETALSVERHOUDING VAN WERKNEMERS

(1) 'n Werkgever mag nie—

(a) 'n ongekwalifiseerde kroegman of kroegvrou in diens hê nie, tensy hy reeds onderskeidelik 'n gekwalifiseerde kroegman of kroegvrou in diens het, en vir elke gekwalifiseerde kroegman of kroegvrou in sy diens, mag hy nie meer as onderskeidelik een leerling-kroegman of -kroegvrou in diens hê nie;

(b) 'n leerling-kelner in diens hê nie, tensy hy minstens twee gekwalifiseerde kelners in sy diens het, en vir elke gekwalifiseerde kelners in sy diens mag hy nie meer as een leerling-kelner in diens hê nie;

(c) 'n leerling-kok in diens hê nie, tensy hy minstens een gekwalifiseerde kok in sy diens het, en vir elke gekwalifiseerde kok in sy diens mag hy nie meer as een leerling-kok in diens hê nie;

(d) 'n manlike of vroulike leerling drankwinkel/buiteverkoopbediener of drankwinkel/buiteverkoopklerk in diens hê nie, tensy hy minstens onderskeidelik een gekwalifiseerde manlike of vroulike drankwinkel/buiteverkoopbediener of drankwinkel/buiteverkoopklerk in sy diens het, en vir elke gekwalifiseerde manlike of vroulike drankwinkel/buiteverkoopbediener of drankwinkel/buiteverkoopklerk in sy diens, mag hy nie meer as onderskeidelik een manlike of vroulike leerling drankwinkel/buiteverkoopbediener of drankwinkel/buiteverkoopklerk in diens hê nie.

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

(3) Hierdie klousule is afsonderlik op elke bedryfsinrigting van 'n werkgever van toepassing.

(4) Vir die toepassing van hierdie klousule word 'n ongekwalifiseerde werknemer wat 'n loon ontvang wat minstens gelyk is aan die loon van 'n gekwalifiseerde werknemer van sy klas, geag 'n gekwalifiseerde werknemer te wees.

(5) Vir die toepassing van hierdie klousule word die eienaar, bestuurder, lisensiehouer, kwekeling of huishoudster in 'n bedryfsinrigting of 'n lid van hul gesinne nie geag in diens te wees as kroegman, kroegvrou of kok in daardie bedryfsinrigting nie, tensy hy of sy voltyds in dié hoedanigheid in diens is.

10. DIENSSERTIFIKAAT

(1) Elke werkgever moet aan elke werknemer 'n dienssertifikaat kosteloos uitreik wanneer hy dié werkgever se diens verlaat. Die sertifikaat moet die werknemer se volle naam, adres, ouderdom en beroep aantoon, asook die loonskaal waarop hy geregtig was en die werklike loon wat aan hom betaal is. Dit moet ook die datums aantoon waarop die werknemer tot die diens van die werkgever toetree het en die diens verlaat het, en in die voorgeskrewe vorm, die rede waarom hy die diens verlaat het. Daarbenewens moet die sertifikaat die naam van die vorige werkgever van die werknemer aandui as dit vasgestel kan word. Dié dienssertifikaat moet in die vorm van Aanhangsel A van hierdie Ooreenkoms wees.

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

(a) Die oorspronklike moet aan die werknemer gestuur word;

(b) een kopie moet aan die Sekretaris van die Raad, Posbus 267, Pietermaritzburg, gestuur word;

(c) een kopie moet aan die Sekretaris van die Werknemersvakvereniging, Posbus 720, Pietermaritzburg, gestuur word;

(d) een kopie moet deur die werkgever behou word.

11. JAARLIKSE VERLOF EN KERSDAG

(1) (a) Alle werknemers, uitgesonderd werknemers, graad II, of los werknemers, moet ten opsigte van elke 49 weke diens by dieselfde werkgever drie weke verlof met volle besoldiging toegestaan word. Die werkgever kan die tyd vasstel waarop die verlof geneem kan word, maar as die werkgever nog nie aan sy werknemer sy verlof vroeër toegestaan het nie, moet die verlof toegestaan en geneem word binne drie maande ná beëindiging van 49 weke diens te begin. Wanneer 'n werknemer se diens vóór die voltooiing van die tydperk van 49 weke beëindig word maar ná een maand se diens in 'n bepaalde jaar, moet die werkgever aan die werknemer ten opsigte van elke voltooiide week van dié diens drie nege-en-veertigstes van 'n week se loon betaal teen die loonskaal wat die werknemer ontvang het toe sy diens beëindig is.

(b) Werknemers, graad II, moet ten opsigte van elke 50 weke werk by dieselfde werkgever twee weke verlof met volle besoldiging toegestaan word. Die werkgever moet die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgever nie die verlof op 'n vroeër datum toegestaan het nie, moet dit so toegestaan en geneem word dat dit binne drie maande ná beëindiging

employment is terminated before the completion of 50 weeks' employment with the same employer shall upon such termination be paid in respect of each week of employment with the same employer an amount equivalent to two-fiftieths of the weekly wage he was receiving when his employment was terminated: Provided that this provision shall not apply to an employee who relinquishes his employment of his own accord before the expiration of six months' employment with the same employer.

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

(2) For the purposes of subclause (1), an employee's employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's employment; or

(b) the date on which the employee last became entitled to leave on full pay.

(3) No employee shall work for wages or any other consideration while on leave of absence on full pay.

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

(5) The period of leave referred to in subclause (1) shall not run concurrently with any period of sick leave granted in terms of clause 12 nor with a period of notice of termination of employment, nor, unless the employee so requests and the employer agrees in writing, with any period of military training in pursuance of the Defence Act, 1957.

(6) 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 subclause (1);

(b) on sick leave in terms of clause 12;

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

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

amounting in the aggregate—

(i) in the case of an employee referred to in subclause (1) (a), in any period of 49 weeks to not more than seven weeks;

(ii) in the case of an employee referred to in subclause (1) (b), in any period of 50 weeks to not more than seven weeks,

in respect of items (a), (b) and (c), plus a period not exceeding four months of any training referred to in item (d).

(7) (a) Any employee, other than a casual employee, shall be entitled to and be granted leave on full pay on Christmas Day: Provided that an employee may be required to work on that day.

(b) Any employee who is required to work on Christmas Day in terms of subclause (7) (a) shall be paid for that day at double the ordinary daily wage applicable to him.

12. SICK LEAVE

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

(a) he first completes one month's continuous employment with the same employer;

(b) the employer after one month's and before the completion of twelve months' employment shall grant to the employee who is absent from work through incapacity one-twelfth of 14 days' sick leave for each completed month of the employment;

(c) the employee produces within two days and at his own expense a certificate by a qualified medical practitioner in respect of the illness, in the form of Annexure B to this Agreement.

(d) his illness is not due to causes within his control; and

(e) where such leave of 14 days is not taken in any one year, it shall be cumulative up to any period not exceeding six weeks: Provided further that where an employer is by law required to pay, and pays hospital fees in respect of any employee referred to in any such law, the amount paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which shall be payable in respect of any period of sickness provided herein.

van 50 weke diens begin. 'n Werknemer, graad II, wie se diens beëindig word vóór die voltooiing van 50 weke diens by dieselfde werkgever, moet by die beëindiging vir elke week diens by dieselfde werkgever 'n bedrag betaal word gelykstaande met tweevyftigstes van die weekloon wat hy ontvang het ten tyde van die diensbeëindiging: Met dien verstande dat hierdie bepaling nie van toepassing is op 'n werknemer wat sy diens uit eie wil verlaat vóór die verstryking van ses maande diens by dieselfde werkgever nie.

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

(2) By die toepassing van subklousule (1) word 'n werknemer se diens gereken te begin vanaf—

(a) die datum waarop die werknemer in die werkgever se diens getree het; of

(b) die datum waarop die werknemer laas op verlof met volle besoldiging geregtig geword het.

(3) Geen werknemer wat met verlof met volle besoldiging is, mag vir 'n loon of enige ander vergoeding werk nie.

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

(5) Die verloftydperk in subklousule (1) bedoel, mag nie saamval met 'n tydperk van siekteverlof toegestaan ingevolge klousule 12 nie, ook nie met 'n tydperk van kennisgewing van diensbeëindiging nie, ook nie, tensy die werknemer dié versoek en die werkgever skriftelik daartoe instem, met 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie.

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

(a) met verlof ingevolge subklousule (1);

(b) met siekteverlof ingevolge klousule 12;

(c) in opdrag of op versoek van die werkgever;

(d) om militêre opleiding te ondergaan ingevolge die Verdedigingswet, 1957;

wat altesaam—

(i) in die geval van 'n werknemer in subklousule (1) (a) bedoel, in enige tydperk van 49 weke, hoogstens sewe weke is;

(ii) in die geval van 'n werknemer in subklousule (1) (b) bedoel, in enige tydperk van 50 weke, hoogstens sewe weke is;

ten opsigte van items (a), (b) en (c), plus 'n tydperk van hoogstens vier maande van opleiding in item (d) bedoel.

(7) (a) Enige werknemer, uitgesonderd 'n los werknemer, is op Kersdag geregtig op een dag verlof wat met volle besoldiging toegestaan moet word: Met dien verstande dat van die werknemer verwag kan word dat hy op gemelde dag werk.

(b) Enige werknemer van wie ingevolge subklousule (7) (a) verwag word dat hy op Kersdag werk, moet vir daardie dag teen dubbel die gewone dagloon wat op hom van toepassing is besoldig word.

12. SIEKTEVERLOF

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

(a) dat hy eers een maand ononderbroke diens by dieselfde werkgever voltooi het;

(b) dat die werkgever na een maand en voor die voltooiing van 12 maande diens aan die werknemer wat van werk afwesig is weens ongeskiktheid, een-twaalfde van 14 dae siekteverlof vir elke voltooië maand diens moet toestaan;

(c) dat die werknemer binne twee dae en op eie koste 'n sertifikaat deur 'n gekwalifiseerde geneesheer uitgereik ten opsigte van sy siekte voorlê en wel in die vorm van Aanhangel B van hierdie Ooreenkoms;

(d) dat sy siekte nie te wyte is aan oorsake binne sy beheer nie; en

(e) dat waar dié verlof van 14 dae nie in 'n bepaalde jaar geneem word nie, dit olopand is tot 'n tydperk van hoogstens ses weke: Voorts met dien verstande dat ingeval 'n werkgever by wet verplig is om hospitaalgeld ten opsigte van 'n werknemer in enige sodanige wet genoem, te betaal, en dit wel betaal, die betaalde bedrag afgetrek kan word van die betaling verskuldig ten opsigte van siekte ingevolge hierdie klousule, maar hoogstens die bedrag wat betaalbaar is ten opsigte van 'n tydperk van siekte waarvoor hierin voorsiening gemaak word.

(2) 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 11;
- (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) plus a period, not exceeding four months of any training referred to in item (d) undergone in that year.

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

13. TERMINATION OF CONTRACT OF EMPLOYMENT

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

- (a) in the case of employees, other than barmen, barmaids, Grade II employees and employees in wine and malt establishments, not less than seven days;
- (b) in the case of barmen, barmaids, Grade II employees and employees in wine and malt establishments, not less than 24 hours

written notice in the form of Annexure C to this Agreement, of his intention to terminate the contract: Provided this shall not affect—

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

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

- (i) in the case of seven days' notice, the weekly wage;
- (ii) in the case of 24 hours' notice, the daily wage;

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

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

(3) The notice prescribed in subclause (1) shall commence to run from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during any period an employee is undergoing military training in pursuance of the Defence Act, 1957, or during an employee's absence on leave granted in terms of clause 11 or on sick leave granted in terms of clause 12.

(4) (a) Where the services of an employee are terminated by an employer and he is re-employed by the same employer within 21 days, such an employee shall be deemed to have had unbroken service for the purpose of determining the wage of such an employee and for the purpose of sick leave in the process of accrual and annual leave in the process of accrual in respect of which payment is still owing to the employee.

(b) Where an employee is transferred by an employer from one establishment to another establishment owned by the same employer, he shall be deemed to have had unbroken service in respect of all benefits as prescribed in this Agreement.

14. COUNCIL FUNDS

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

Ten cents shall be deducted each month by each employer from the earnings of each of his employees who has earned over R8 and not more than R30 in that month, and 20c from each employee who has earned more than R30 in that month, and to the sum of the amount so deducted the employer shall add a like amount and forward the total to the Secretary of the Council at P.O. Box 267, Pietermaritzburg, not later than the fifteenth day of the month following that in which the deduction was made.

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

- (a) met verlof ingevolge klousule 11;
- (b) in opdrag of op versoek van sy werkgever;
- (c) met siekteverlof ingevolge subklousule (1);
- (d) om militêre opleiding ingevolge die Verdedigingswet, 1957, te ondergaan;

wat in 'n jaar altesaam hoogstens 10 weke ten opsigte van items (a), (b) en (c) is, plus 'n tydperk van hoogstens vier maande van opleiding genoem in item (d) wat daardie jaar ondergaan is.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs gedurende 'n tydperk waarvoor geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge dié Wet betaalbaar is nie.

13. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of werknemer, uitgesonderd 'n los werknemer wat die dienskontrak wil opse, moet—

- (a) in die geval van werknemers, uitgesonderd kroegmanne, kroegvroue, werknemers, graad II, en werknemers in wyn-en-bierbedryfsinrigtings, minstens sewe dae; en
- (b) in die geval van kroegmanne, kroegvroue, werknemers, graad II, en werknemers in wyn-en-bierbedryfsinrigtings minstens 24 uur;

skriftelik kennis gee, en wel in die vorm van Aanhangsel C van hierdie Ooreenkoms, van sy voorneme om die kontrak te beëindig: Met dien verstande dat dit nie die volgende mag raak nie:

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

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

- (i) In die geval van sewe dae kennisgewing, die weekloon;
- (ii) in die geval van 24 uur kennisgewing, die dagloon;

wat die werknemer onmiddellik voor die datum van dié beëindiging ontvang het.

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

(3) Die opsegging in subklousule (1) voorgeskryf, begin op die dag waarop dit gegee is: Met dien verstande dat die opseggingstermyn nie mag saamval met of dat kennis nie gegee mag word gedurende 'n tydperk waarin 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie of waarin 'n werknemer afwesig is met verlof ingevolge klousule 11 of met siekteverlof toegestaan ingevolge klousule 12 nie.

(4) (a) Wanneer die dienste van 'n werknemer deur 'n werkgever beëindig word, en hy binne 21 dae weer deur dieselfde werkgever in diens geneem word, word hy geag onafgebroke diens te gehad het vir die doel van ophopende siekteverlof en ophopende jaarlikse verlof ten opsigte waarvan betaling nog verskuldig is aan die werknemer.

(b) Wanneer 'n werknemer deur 'n werkgever van een bedryfsinrigting na 'n ander bedryfsinrigting wat aan dieselfde eienaar behoort, verplaas word, word hy geag onafgebroke diens te gehad het ten opsigte van alle voordele in hierdie Ooreenkoms voorgeskryf.

14. FONDSE VAN DIE RAAD

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

Tien sent moet elke maand deur elke werkgever afgetrek word van die verdienste van elk van sy werknemers wat meer as R8 en hoogstens R30 in daardie maand verdien het, en 20c van elke werknemer wat meer as R30 in daardie maand verdien het, en die werknemer moet 'n gelyke bedrag voeg by die som van die bedrag wat aldus afgetrek is en die totale bedrag stuur aan die Sekretaris van die Raad, Posbus 267, Pietermaritzburg, voor of op die 15de dag van die maand wat volg op dié maand waarin die aftrekking gemaak is.

In the above paragraph the amounts of R8 and R30 quoted shall be inclusive of the value of any board and/or lodging supplied by the employer.

15. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, 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 subsection (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 the exemption was granted has expired.

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

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee forward a copy of licence to the employer concerned;
- (d) forward a copy of each licence of exemption to the Assistant Divisional Inspector, Department of Labour, Private Bag 9048, Pietermaritzburg.

16. REGISTRATION OF EMPLOYERS

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

(a) (i) In the case of a single employer, his full name and business address and, if he carries on business under a trade name such trade name in full;

(ii) in the case of two or more persons carrying on a business in partnership the full name of each partner, the full partnership or trade name, and the address at which the partnership business is carried on;

(iii) in the case of the employer being a registered company the full registered name of the company, the address of its registered office, the address at which the operations which fall within this Agreement are carried on, and the names of the directors.

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

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

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

17. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

18. INTERPRETATION OF AGREEMENT

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

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

19. STRIKES, LOCK-OUTS AND DISPUTES

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

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

In die paragraaf hierbo sluit die bedrae van R8 en R30 wat genoem is, die waarde in van etes en/of huisvesting wat deur die werkgewer verskaf is.

15. VRYSTELLINGS

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

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

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge die bepalings van subklousule (1) van hierdie klousule verleen word, 'n vrystellingstifikaat uitreik waarin onderstaande vermeld word:

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

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word, 'n kopie bewaar; en
- (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur;
- (d) 'n kopie van elke vrystellingstifikaat aan die Assistent-afdelingsinspekteur, Departement van Arbeid, Privaatsak 9048, Pietermaritzburg, stuur.

16. REGISTRASIE VAN WERKGEWERS

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

(a) (i) In die geval van 'n enkele werkgewer, sy volle naam en besigheidsadres en, as hy 'n besigheid onder 'n handelsnaam dryf, die handelsnaam voluit;

(ii) in die geval van twee of meer persone wat 'n besigheid in vennootskap dryf, die volle naam van elke vennoot, die volle vennootskaps- of handelsnaam, en die adres waar die vennootskap besigheid dryf;

(iii) in die geval van 'n werkgewer wat 'n geregistreerde maatskappy is, die volle geregistreerde naam van die maatskappy, die adres van sy geregistreerde kantoor, die adres waar hy besigheid dryf wat binne hierdie Ooreenkoms val, en die name van die direkteure.

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

(2) In geval van 'n verandering in enigeen van die besonderhede wat ingevolge subklousule (1) verstrekt moet word, moet die werkgewer binne 10 dae na sodanige verandering, die Sekretaris van die Nywerheidsraad, skriftelik daarvan in kennis stel.

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

17. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan enigeen van hul werknemers wat 'n verteenwoordiger in die Raad is, elke redelike fasiliteit verleen om sy pligte in verband met die werk van die Raad na te kom.

18. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van die werkgewers en werknemers menings uitspreek wat nie met die bepalings daarvan strydig is nie.

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

19. STAKINGS, UITSLUITINGS EN GESKILLE

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

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

20. LAUNDRY

Where an employee is required to wear a white suit, white coat, cap, apron or overall the employer shall arrange to have the laundering done free of charge to the employee or shall make an allowance of 75c per month in lieu thereof.

21. UNIFORM

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

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

22. GENERAL

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

(2) The responsibility for settling any dispute which may arise out of any distribution or payment of any amount collected as a service percentage charge shall rest upon the management of the establishment concerned.

23. EXHIBITION OF AGREEMENT

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

24. EMPLOYMENT OF TRADE UNION LABOUR

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

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

(3) The provisions of subclause (1) hereof shall not apply in respect of any worker who objects to being a member of the trade union because membership of the trade union is open to both White and Coloured persons.

25. TRADE UNION MATTERS

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

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

(3) With the prior permission of the proprietor or manager, any official authorised by the trade union may enter any establishment during such times as may be convenient for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) posting and distributing trade union notices;
- (d) generally assisting members and employers (if required) for mutual benefit.

26. EXISTING CONTRACTS

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

27. ULTRA VIRES

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

20. WASGOED

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

21. UNIFORMS

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

(2) 'n Geskikte kamer moet verskaf word vir die gebruik van dié werknemers wat moet verkleed.

22. ALGEMEEN

(1) Niks in hierdie Ooreenkoms word geag die indiensneming te magtig van enigeen wat volgens statutêre wet nie in diens geneem mag word nie, of die indiensneming van enigeen te enigertyd of tye wat by statutêre wet verbied word.

(2) Die bestuur van die betrokke bedryfsinrigting is verantwoordelik vir die beslegting van alle geskille wat mag voortspruit uit die verdeling of betaling van bedrae wat as dienspersentasie-heffing ingevorder is.

23. VERTONING VAN OOREENKOMS

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

24. INDIENSNEMING VAN VAKVERENIGINGLEDE

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem nie, tensy dié werknemer lid is van die vakvereniging en geen lid van die vakvereniging mag vir 'n werkgewer werk wat nie lid van die werkgewersorganisasie is nie: Met dien verstande dat 'n lid van die werkgewersorganisasie 'n werknemer in diens kan neem wat nie kwalifiseer vir lidmaatskap van die vakvereniging nie.

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

(3) Die bepalings van subklousule (1) hiervan is nie van toepassing nie ten opsigte van 'n werker wat beswaar maak om lid te wees van die vakvereniging omdat lidmaatskap van die vakvereniging oop is vir sowel Blankes as Gekleurdes.

25. VAKVERENIGINGAANGELEENTHEDE

(1) Elke werkgewer moet ~~van~~ die loon van elke lid van die vakvereniging in sy diens die ledegeld aftrek wat deur die werknemer aan die vakvereniging betaalbaar is, en dit voor of op die 10de dag van elke maand aan die vakvereniging stuur. 'n Lys van die lede en bedrae wat deur hulle verskuldig is, moet voor die 25ste dag van die maand deur die vakvereniging by die werkgewer ingedien word.

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

(3) Enige beampte wat deur die vakvereniging daartoe gemagtig is, kan, met die voorafverkreë toestemming van die eienaar of bestuurder, 'n bedryfsinrigting binnegaan binne dié tye wat gerieflik is ten einde—

- (a) onderhoude te voer met werknemers oor vakvereniging-aangeleenthede;
- (b) nuwe lede in te skryf;
- (c) kennisgewings van die vakvereniging op te plak en te versprei;
- (d) oor die algemeen lede en werkgewers (indien nodig) tot hulle onderlinge voordeel behulpsaam te wees.

26. BESTAANDE KONTRAKTE

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

27. ULTRA VIRES

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

28. AGENTS

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

Signed at Pietermaritzburg, this 17th day of April 1975.

J. GOLDBERG, Chairman.
F. PILLAY, Vice-Chairman.
F. R. STAPLES, Secretary.

ANNEXURE A

Certificate No.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING
TRADE, PIETERMARITZBURG

CERTIFICATE OF SERVICE

Name of employer.

Address.

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

1. Full name of employee.
 - (a) Also known as.
 - (b) Identity No.
 - (c) U.F. Serial No.
 - (d) Provident Fund No.
2. Address.
3. Sex. 4. Age.
5. Occupation.
6. Rate of wages at date of leaving.
7. Actual wage and accruals paid on termination.
8. Date of entering my service.
9. Date of leaving my service.
10. Reason for leaving:

Resignation	} Delete those not applicable.
Reduction of staff	
Other	
11. Name and address of former employer (if ascertainable):
.....

Dated at. this day of 19.....

Signature of employer

Original to be handed to employee, one copy sent to the Industrial Council, P.O. Box 267, Pietermaritzburg, one copy to the Employees Union, P.O. Box 720, Pietermaritzburg, and one copy to be retained in the book.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING
TRADE, PIETERMARITZBURG

MEDICAL CERTIFICATE

I,
(name of medical practitioner)
of
(address)

hereby certify that
(name of patient)
employed as a was examined by me
on the and that he/she is suffering from*

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

*He/she should be confined to bed.

†I shall visit the patient again on and furnish a further certificate.

Date.
Signed: Medical practitioner

* State nature of the illness, disease or injury as far as possible in non-technical terms with concise particulars as to history, symptoms and severity and ascertainable cause.

† Delte whichever is not applicable.

28. AGENTE

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

Op hede die 17de dag van April 1975 te Pietermaritzburg onderteken.

J. GOLDBERG, Voorsitter.
F. PILLAY, Ondervoorsitter.
F. R. STAPLES, Sekretaris.

AANHANGSEL A

Sertifikaat No.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-
BEDRYF, PIETERMARITZBURG
DIENSSERTIFIKAAT

Naam van werknemer.

Adres.

Hierby verklaar ek dat ondergenoemde persoon in my diens was en dat die besonderhede wat hieronder uiteengesit word, korrek is:

1. Volle naam van werknemer.
 - (a) Ook bekend as.
 - (b) Identiteitsnommer.
 - (c) W.V.-reeksnommer.
 - (d) Voorsorgfondsnommer.
2. Adres.
3. Geslag. 4. Ouderdom.
5. Beroep.
6. Loon op datum van diensverlating.
7. Werklike loon en opgelope bedrae wat by diensbeëindiging betaal is.
8. Datum waarop in my diens getree is.
9. Datum waarop my diens verlaat is.
10. Redes vir diensverlating:

Bedanking	} Skrap wat nie van toepassing is nie.
Vermindering van personeel	
Ander	
11. Naam en adres van vorige werkgewer (indien dit vasgestel kan word):
.....

Op hede die dag van 19.....
te gedateer.

Handtekening van werkgewer

Die oorspronklike moet aan die werknemer oorhandig word, een kopie moet aan die Nywerheidsraad, Posbus 267, Pietermaritzburg, en een kopie aan die Werknemersvakvereniging, Posbus 720, Pietermaritzburg, gestuur word en een kopie moet in die boek bly.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-
BEDRYF, PIETERMARITZBURG

DOKTERSERTIFIKAAT

Ek,
(naam van geneesheer)
van
(adres)

verklaar hierby dat
(naam van pasiënt)
in diens as
op die deur my ondersoek is en dat hy/sy
aan* ly.

Ek verklaar verder dat hy/sy gevolglik nie in staat is om sy/haar amptelike pligte uit te voer nie en ek beskou dit as noodsaaklik vir die herstel van sy/haar gesondheid dat hy/sy verlof moet neem van tot ten einde

*Hy/sy moet in die bed bly.

†Ek sal die pasiënt weer op besoek
en 'n verdere sertifikaat uitreik.

Datum.
Handtekening: Geneesheer

* Beskryf die aard van die ongesteldheid, siekte of besering in nie-tegniese terme vir sover dit moontlik is, met beknopte besonderhede oor die geskiedenis, simptome, hewigheid en bepaalbare oorsake daarvan.

† Skrap wat nie van toepassing is nie.

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING
TRADE, PIETERMARITZBURGTo.....
.....

Date.....

I hereby give you.....notice commencing
from.....of my intention to terminate the contract of
employment subsisting between us.

Signature of employer/employee

Receipt acknowledged by.....

Signature of recipient

Date received.....

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-
BEDRYF, PIETERMARITZBURGAan.....
.....

Datum.....

Hierby gee ek u,....., kennis met ingang
van.....van my voorneme om die dienskontrak wat tussen
ons bestaan, te beëindig.Handtekening van werkgever/
werknemer

Ontvangs erken deur.....

Handtekening van ontvanger

Datum ontvang.....

ANNEXURE D

OVERTIME REGISTER

Date	Name of employee	Hours worked						Number of hours over- time	Sig. of employee	Sig. of employer
		On	Off	On	Off	On	Off			

AANHANGSEL D

OORTYDREGISTER

Datum	Naam van werknemer	Ure gewerk						Getal ure oortyd	Handteke- ning van werknemer	Handteke- ning van werkgever
		Aan	Af	Aan	Af	Aan	Af			

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