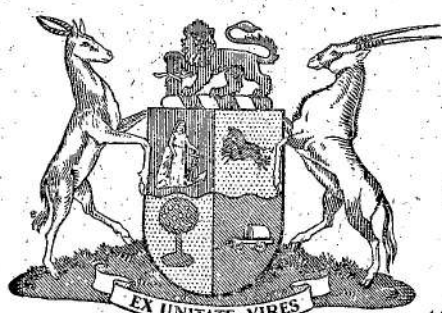




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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 326.] [2 Maart 1962.

WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.DRANK-, VERVERSINGS-, PRIVAATHOTEL- EN
LOSIESHUISBEDRYF, SUIDKUS, NATAL.Namens die Minister van Arbeid verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
versoening, 1956, soos gewysig, dat al die bepalings
van die Ooreenkoms wat in die Bylae hiervan
verskyn en op die Drank-, Verversings-, Privaat-
hotel- en Losieshuisbedryf betrekking het, vanaf
die tweede Maandag na die datum van publikasie
van hierdie kennisgewing en vir die tydperk wat
drie jaar vanaf genoemde tweede Maandag eindig,
bindend is vir die werkgewersorganisasie en vak-
vereniging wat genoemde Ooreenkoms aangegaan
het en vir die werkgewers en werknemers wat lede
van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
van genoemde Ooreenkoms [uitgesonderd klousules
1 (5) (f), 10, 15, 16 en 18 van Hoofstuk "C"],
vanaf die tweede Maandag na die datum van
publikasie van hierdie kennisgewing en vir die
tydperk wat drie jaar vanaf genoemde tweede
Maandag eindig, bindend is vir alle ander werk-
gewers en werknemers as dié vermeld in paragraaf
(a) van hierdie kennisgewing, wat betrokke is by
of in diens is in genoemde bedryf, in die landdros-
distrikte Durban (uitgesonderd die gebied binne 'n
straal van 10 myl vanaf die Hoofposkantoor,
Durban), Umzinto en Port Shepstone; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
van genoemde Ooreenkoms [uitgesonderd klousules
1 (5) (f), 10, 15, 16 en 18 van Hoofstuk "C"]
vanaf die tweede Maandag na die datum van
publikasie van hierdie kennisgewing en vir die
tydperk wat drie jaar vanaf genoemde tweede
Maandag eindig in die landdrosdistrikte Durban
(uitgesonderd die gebied binne 'n straal van 10 myl
vanaf die Hoofposkantoor, Durban), Umzinto en
Port Shepstone, *mutatis mutandis* bindend is vir
alle Naturelle wat in genoemde bedryf in diens is
by die werkgewers vir wie enigeen van genoemde
bepalings ten opsigte van werknemers bindend is
en vir daardie werkgewers ten opsigte van Naturelle
in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 326.] [2 March 1962.

INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.LIQUOR, CATERING, PRIVATE HOTEL AND
BOARDING-HOUSE TRADES, SOUTH COAST,
NATAL.On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of
section *forty-eight* of the Industrial Conciliation
Act, 1956, as amended, declare that all the provi-
sions of the Agreement which appears in the
Schedule hereto and which relates to the Liquor
Catering, Private Hotel and Boarding-house Trades,
shall be binding from the second Monday after
the date of publication of this notice and for the
period ending three years from the said second
Monday, upon the employers' organisation and the
trade union which entered into the said Agreement
and upon the employers and employees who are
members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of
section *forty-eight* of the said Act, declare that the
provisions of the said Agreement [excluding clauses
1 (5) (f), 10, 15, 16 and 18 of Chapter "C"] shall
be binding from the second Monday after the date
of publication of this notice, and for the period
ending three years from the said second Monday
upon all employers and employees other than those
referred to in paragraph (a) of this notice engaged
or employed in the said trades in the Magisterial
Districts of Durban (excluding the area within a
radius of 10 miles from the General Post Office,
Durban), Umzinto and Port Shepstone; and
- (c) in terms of paragraph (a) of sub-section (3) of section
forty-eight of the said Act, declare that in the
Magisterial Districts of Durban (excluding the area
within a radius of 10 miles from the General Post
Office, Durban), Umzinto and Port Shepstone, and
from the second Monday after the date of publica-
tion of this notice and for the period ending three
years from the said second Monday, the provisions
of the said Agreement [excluding clauses 1 (5) (f),
10, 15, 16 and 18 of Chapter "C"] shall *mutatis
mutandis* be binding upon all Natives employed in
the said trades by the employers upon whom any
of the said provisions are binding in respect of
employees and upon those employers in respect of
Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK-, VERVERSINGS-,
PRIVAATHOTEL- EN LOSIESHUISBEDRYF, SUIDKUS,
NATAL.

OOREENKOMS

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

South Coast Caterers' Association,

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

Natal Liquor and Catering Trades Employees' Union,

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

wat die partye is by die Nywerheidsraad vir die Drank-, Verversings-, Privaathotel- en Losieshuisbedryf, Suidkus, Natal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van Hoofstuk A en C van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Umzinto, Port Shepstone en Durban (uitgesonderd die gebied binne 'n straal van 10 myl van die hoofposkantoor, Durban), deur alle werkgewers in die Drankbedryf wat lede van die Werkgewersorganisasie is en deur alle werknemers werksaam in genoemde Bedryf wat lede van die Vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(b) Die bepalings van Hoofstuk A en C van hierdie Ooreenkoms moet in die landdrosdistrikte Umzinto en Port Shepstone nagekom word deur alle werkgewers in die Privaathotel- en Losieshuisbedryf wat lede van die Werkgewersorganisasie is en deur alle werknemers werksaam in genoemde Bedryf wat lede van die Vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(c) Die bepalings van Hoofstuk B en C van hierdie Ooreenkoms moet in die landdrosdistrik Durban (uitgesonderd die gebied binne 'n straal van 10 myl van die hoofposkantoor, Durban) nagekom word deur alle werkgewers in die Privaathotel- en Losieshuisbedryf wat lede van die Werkgewersorganisasie is en deur alle werknemers werksaam in genoemde Bedryf wat lede van die Vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR.

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

HOOFSTUK A.

1. WOORDOMSKRYWING.

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"kroegman" 'n werknemer wat drank in of vanuit die kroeg in 'n bedryfsinrigting verkoop;

"kroegman, gekwalifiseer, klas A," 'n kroegman wat Blankes in 'n bedryfsinrigting bedien en wat minstens twee jaar in dié hoedanigheid werksaam was;

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

"kroegman, gekwalifiseer, klas B," 'n kroegman werksaam in 'n bedryfsinrigting waar die verkoop van drank uitsluitlik aan nie-Blankes geskied, met minstens een jaar ondervinding;

"kroegman, leerling, klas B," 'n kroegman wat in diens geneem is om die werk van 'n gekwalifiseerde kroegman, klas B, te leer, met minstens een jaar ondervinding;

"kamerjong" 'n manlike werknemer wat slaapkamers, sitkamers of ander woongedeeltes van 'n bedryfsinrigting afstof of aan die kant maak, beddens opmaak, gaste in slaapkamers bedien en/of by die bediening van oggend- en namiddagtee en die was- en strykery help;

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

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

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

"kok, gekwalifiseer," 'n kok wat minstens twee jaar lank as kok werksaam was;

SCHEDULE.

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

AGREEMENT

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

South Coast Caterers' Association

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

The Natal Liquor and Catering Trades Employees' Union

(hereinafter referred to as "the employees" or "the Trade Union"), of the other part,

being the parties to the Industrial Council for the Liquor, Catering, Private Hotel and Boarding-house Trades, South Coast, Natal.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of Chapters "A" and "C" of this Agreement shall be observed in the Magisterial Districts of Umzinto, Port Shepstone and Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), by all employers engaged in the Liquor Trade who are members of the employers' organisation and by all employees employed in the said Trade who are members of the Trade Union and for whom wages are prescribed in this Agreement.

(b) The terms of Chapters "A" and "C" of this Agreement shall be observed in the Magisterial Districts of Umzinto and Port Shepstone, by all employers engaged in the Private Hotel and Boarding-house Trade who are members of the employers' organisation and by all employees employed in the said Trade who are members of the Trade Union and for whom wages are prescribed in this Agreement.

(c) The terms of Chapters "B" and "C" of this Agreement shall be observed in the Magisterial District of Durban (excluding the area within a radius of 10 miles from the General Post Office, Durban), by all employers engaged in the Private Hotel and Boarding-house Trade who are members of the employers' organisation and by all employees employed in the said Trade who are members of the Trade Union and for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION.

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

CHAPTER A.

1. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"barman" means an employee engaged in the sale of liquor over or from the bar in an establishment;

"barman, qualified, class A," means a barman employed to serve Europeans in an establishment and who has had not less than two years' experience as such;

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

"barman, qualified, class B," means a barman employed in an establishment where the sale of liquor is confined exclusively to non-Europeans, and who has had not less than one year of experience;

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

"bedroom-boy" means a male employee engaged in dusting, tidying, bedrooms, living-rooms or other residential parts of an establishment, making beds, attending to the requirements of guests in bedrooms and/or assist in serving morning and afternoon teas and laundering;

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

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

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

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

"kokshulp" 'n werknemer, uitgesonderd 'n arbeider, wat onder toesig van 'n gekwalifiseerde kok, die kok bystaan deur te kyk na voedsel terwyl dit gekook word en/of vleis of ander voedsel kook wat bedoel is vir verbruik deur die werknemers van die bedryfsinrigting, en wat vir gaste roomys mag maak en ontbyt mag kook, eier of pap mag kook, brood mag rooster en tee, koffie, kakao of soortgelyke drank mag maak;

"kerriekok" 'n werknemer wat Indiese kerriegeregte en voedsel in kerriekamers en/of Indiese eetkamers voorberei;

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

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

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

"ondervinding" die totale tydperk wat 'n werknemer, voor of na die inwerkingtreedingsdatum van hierdie Ooreenkomst, werksaam was in die beroep waarin hy in diens is in die Drankbedryf en die Privaathotel- en Losieshuisbedryf of die bedryf van 'n Losies- en Huurkamerhuishouer in die geval van ander werknemers as klerklike werknemers, en in enige bedryf of nywerheid in die geval van klerklike werknemers;

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

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

- (a) Diere, skoeisel, meubels, persele, gerei, voertuie of ander artikels skoonmaak en/of voedsel, bagasie, pakkette, gerei of ander artikels dra en ook vroeë oggendtee, -koffie, -kakao of soortgelyke drank aan gaste bedien;
- (b) vis, vrugte, vleis, pluimvee en groente skoonmaak en/of voorberei, pluimvee pluk, vrugte en groente skil en/of sny, rantsoene vir Naturelle kook, pap en eiers kook;
- (c) vuurmaak of vure aan die brand hou of afval verwyder;
- (d) diere of pluimvee versorg;
- (e) enige handvoertuig stoot of trek;
- (f) persele met die inhoud daarvan, bagasie, pakkette of ander artikels oppas;
- (g) onder toesig van 'n kok na voedsel kyk terwyl dit kook;
- (h) bottels pak en sorteer, goedere ontvang, houters en dergelike artikels opstapel,

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

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

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

"huishoudster" 'n vroulike werknemer wat spesifiek opdragte gee aan huis- of kamerbediendes en/of kamerjongens of oor hul werk toesig hou en wat daarbenewens enigen van die pligte van 'n huis- of kamerbediende mag verrig en/of voedsel en voorraad bestel en/of toesig hou oor die werk in 'n kombuis;

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

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

- (a) klas A-kroegman; minder as twee jaar;
- (b) klas B-kroegman; minder as 'n jaar;
- (c) kok; minder as twee jaar;
- (d) kelner in die Drankbedryf; minder as twee jaar;
- (e) klerklike werknemer; minder as drie jaar;
- (f) kelner in die Privaathotel- en Losieshuisbedryf; minder as 'n jaar;

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

"wet" ook die gemeenreg;

"Drankbedryf" die bedryf wat uitgeoefen word deur werkgewers en werknemers, uitgesonderd werknemers wat die grootste gedeelte van hul tyd bestee aan werk in verband met die Verversingsbedryf, wanneer hulle, hetsy tydelik of

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

"curry cook" means an employee who is engaged in the preparation of Indian curry dishes and food in curry rooms and/or Indian dining-rooms;

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

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

"establishment" means any premises (1) in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the licences specified in the definition of Liquor Trade, or (2) in or in connection with which one or more employees are employed in the Private Hotel and Boarding-house Trade or the Trade of a Boarding and Lodging-housekeeper;

"experience" means the total period of employment an employee has had, before or subsequent to the date of commencement of this Agreement in the occupation in which he is employed in the Liquor Trade and the Private Hotel and Boarding-house Trade or the Trade of Boarding and Lodging-housekeeper in the case of employees other than clerical employees and in any trade or industry in the case of clerical employees;

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

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

- (a) Cleaning animals, footwear, furniture, premises, utensils, vehicles, or other articles and/or carrying foodstuffs, luggage, parcels, utensils, or other articles including serving early morning tea, coffee, cocoa or similar beverages to guests;
- (b) cleaning and/or preparing fish, fruit, meats, poultry, vegetables, plucking poultry, peeling and/or cutting up fruit and vegetables, cooking rations for Natives, cooking porridge and eggs;
- (c) making or maintaining fires or removing refuse;
- (d) tending animals or poultry;
- (e) pushing or pulling any manually propelled vehicles;
- (f) guarding premises and their contents, luggage, parcels or other articles;
- (g) attending to foodstuffs in the process of cooking, under the supervision of a cook;
- (h) packing and sorting bottles, receiving goods, stacking cases and the like;

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

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

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

"housekeeper" means a female employee specifically engaged to direct or supervise the work of housemaids or chambermaids and/or bedroom boys and such employee may in addition perform any of the duties of a housemaid or chambermaid, and/or attend to the ordering of food and supplies and/or supervise the work in a kitchen;

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

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

- (a) class A barman, less than two years;
- (b) class B barman, less than one year;
- (c) cook, less than two years;
- (d) waiter in the Liquor Trade, less than two years;
- (e) clerical employee, less than three years;
- (f) waiter in the Private Hotel and Boarding-house Trade, less than one year;

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

"law" includes the common law;

"Liquor Trade" means the trade carried on by employers and employees, other than employees the major portion of whose time is spent in or in connection with the Catering Trade, when conducting whether temporarily or permanently, a

permanent, 'n besigheid dryf waar drank verkoop word en in verband waarmee een of meer van ondergenoemde lisensies, uitgereik kragtens die bepalinge van die Drankwet, 1928, gehou word.

- (1) Restaurantdranklisensie;
- (2) hoteldranklisensie;
- (3) wyn- en bierlisensie;
- (4) teater- of sportterreindranksensie;
- (5) tydelike dranklisensie;
- (6) geleentheidslisensie vir laat ure;

"bestuurder" 'n werknemer wat deur sy werkgever belas word met die algehele—

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

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daar werksaam is;

"militêre opleiding" ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikel (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, verplig is om te ondergaan, maar omvat nie opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet mag verkies om te ondergaan nie of enige opleiding of diens waarvoor hy hom aanbied of wat hy verkies om te ondergaan nie;

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

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

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

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

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

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

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

"Privaathotel- en Losieshuisbedryf" die bedryf van hotelhouer, losies- of huurkamerhuishouder wat uitgeoefen word deur persone van wie vereis word om die lisensie te hou wat by item 5 van Deel I van die tweede bylae van die Licenties Konsolidatiewet, 1925, bepaal word (uitgesonderd bedryfsinrigtings waarvoor 'n lisensie ooreenkomstig die bepalinge van die Drankwet, 1928, gehou word);

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

"bedryfsinrigting met 'n werkweek van sewe dae" 'n bedryfsinrigting waarin die Drankbedryf sewe dae per week uitgeoefen mag word;

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

"werkdag" die tydperk op enige dag vanaf die tyd wanneer die werknemer begin werk tot die tyd wanneer hy op daardie dag ophou werk. Vir die toepassing van hierdie woordomskriving beteken "dag" 'n tydperk van 24 uur vanaf middernag tot middernag;

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

"proviandman, ongekwalifiseer," 'n werknemer wat in diens geneem word om die werk van 'n gekwalifiseerde proviandman te leer, met minder as 'n jaar ondervinding;

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

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

"weekloon" dié maandloon wat in klousule 4 van hierdie hoofstuk voorgeskryf word, gedeel deur vier en een-derde;

"dagloon" in die geval van "voltydse werknemers" dié maandloon wat in klousule 4 van hierdie hoofstuk voorgeskryf word, gedeel deur 30, en in die geval van "los werknemers" genoemde loon gedeel deur 26;

"uurloon" dié dagloon gedeel deur nege;

business where the sale of liquor is carried on and in connection with which one or more of the following licences issued under the provisions of the Liquor Act, 1928, are held:—

- (1) Restaurant liquor licence;
- (2) hotel liquor licence;
- (3) wine and malt liquor licence;
- (4) theatre or sports ground liquor licence;
- (5) temporary liquor licence;
- (6) late hours occasional licence;

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

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

the activities of an establishment and the employees engaged therein;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any training or service for which he volunteers or which he elects to undergo;

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

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

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

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

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

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

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

"private hotel and boarding-house trade" means the trade of hotelkeeper, boarding or lodging-housekeeper carried on by persons who are required to hold the licence specified under item 5 of Part 1 of the Second Schedule to the Licences Consolidation Act, 1925 (excluding establishments in respect of which a licence is held under the provisions of the Liquor Act, 1928);

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

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

"special function" means an entertainment such as a dinner dance or reception for the purpose of making a social even or celebrating on occasion;

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

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

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

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

"wage" means that portion of the remuneration payable to an employee in respect of his ordinary hours of work referred to in clause 3 and as prescribed for him in clause 4 of this chapter or where an employer regularly pays to him in respect of such ordinary hours of work a amount higher than that so prescribed, it means such higher amount;

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

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

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

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

"kerriekelner" 'n werknemer wat gaste by 'n tafel of elders in 'n kerriekamer of Indiese eetkamer bedien;

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

"kelner vir spesiale funksies" 'n kelner wat per uur in diens geneem word vir werk in verband met 'n spesiale funksie;

"kelner, gekwalifiseer" in die Drankbedryf, 'n kelner wat minstens twee jaar lank as kelner werksaam was;

"kelner, gekwalifiseer," in die Privaathotel- en Losieshuisbedryf of die Bedryf van 'n Losies- en Huurkamerhuishouer, 'n kelner wat minstens 'n jaar lank as kelner werksaam was.

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

2. VERBOD OF INDIENSNEMING.

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

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

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

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

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

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

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

(4) Elke werknemer moet minstens 30 minute toegestaan word vir elke maaltijd wat in sy werkure val, en geen werknemer mag langer as vyf uur werk sonder 'n pouse van minstens 30 minute vir 'n maaltijd nie. Alle maaltije moet ingesluit word in die werkdag genoem in subklousule (1) van hierdie klousule, maar dit maak nie deel uit van die ure wat gewerk is nie.

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

(6) Die bepalinge van hierdie klousule is nie op 'n kelner vir spesiale funksies van toepassing nie.

4. LONE.

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

	In die Drankbedryf (per maand).	In die Privaathotel- en Losieshuisbedryf (per maand).
Bestuurder.....	R 50.00	R 40.00
Kroegman, gekwalifiseer, klas A.....	26.00	—
Na ses maande diens by dieselfde werkgewer.....	28.00	—
Na twaalf maande diens by dieselfde werkgewer.....	30.00	—
Na twee jaar diens by dieselfde werkgewer.....	34.00	—
Kroegman, leerling, klas A, met minder as een jaar ondervinding.....	19.00	—
Met minstens een jaar ondervinding.....	23.00	—
Kroegman, gekwalifiseer, klas B.....	24.00	—
Na twaalf maande diens by dieselfde werkgewer.....	26.00	—
Kroegman, leerling, klas B.....	18.00	—
Kamerjong.....	9.00	8.50

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

"curry waiter" means an employee engaged for the purpose of serving guests at a table or elsewhere in a curry room or Indian dining-room;

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

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

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

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

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

2. PROHIBITION OF EMPLOYMENT.

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

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

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

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

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

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

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

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

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

(6) The provisions of this clause shall not apply to a special function waiter.

4. WAGES.

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

	In the Liquor Trade (per month).	In the Private Hotel and Boarding-house Trades (per month).
Manager.....	R 50.00	R 40.00
Barman, qualified, class A.....	26.00	—
After six months' service with same employer.....	28.00	—
After twelve months' service with same employer.....	30.00	—
After two years' service with same employer.....	34.00	—
Barman, learner, class A—		
Less than one year's experience.....	19.00	—
With not less than one year's experience.....	23.00	—
Barman, qualified, class B.....	24.00	—
After twelve months' service, with same employer.....	26.00	—
Barman, learner, class B.....	18.00	—
Bedroom boy.....	9.00	8.50

	In die Drank- bedryf (per maand).	In die Privaat- hotel- en Losies- huisbedryf (per maand).		In the Liquor Trade (per month).	In the Private Hotel and Boarding- house Trades (per month).
	R	R		R	R
Hoofkok.....	27.00	19.50	Head cook.....	27.00	19.50
Na twaalf maande diens by dieselfde werk- gewer.....	32.00	22.00	After twelve months' service with same employer.....	32.00	22.00
Kok, leerling—			Cook, learner—		
Met minder as twaalf maande ondervinding.....	11.75	10.00	Less than twelve months' experience.....	11.75	10.00
Met twaalf maande of langer, maar hoog- stens twee jaar ondervinding.....	14.00	12.00	Twelve months or more, but not more than two years' experience.....	14.00	12.00
Kok, gekwalifiseer.....	21.00	18.00	Cook, qualified.....	21.00	18.00
Na twaalf maande diens by dieselfde werk- gewer.....	22.00	19.00	After twelve months' service with same employer.....	22.00	19.00
Kokshulp.....	13.50	11.50	Cook's assistant.....	13.50	11.50
Kerriekok.....	16.00	—	Curry cook.....	16.00	—
Kerriekelner.....	9.00	—	Curry waiter.....	9.00	—
Klerklike werknemer—			Clerical employee—		
Gedurende eerste jaar ondervinding.....	16.00	14.00	During first year of experience.....	16.00	14.00
Gedurende tweede jaar ondervinding.....	20.00	17.00	During second year of experience.....	20.00	17.00
Gedurende derde jaar ondervinding.....	25.00	20.00	During third year of experience.....	25.00	20.00
Daarna.....	32.00	28.00	Thereafter.....	32.00	28.00
Algemene vrouehulp.....	15.00	12.00	Female general assistant.....	15.00	12.00
Faktotum skilder.....	16.00	13.00	Handyman/Painter.....	16.00	13.00
Buiteverbruikwerker—			Off-sales attendant—		
Gekwalifiseer.....	24.00	—	Qualified.....	24.00	—
Ongekwalifiseer.....	16.00	—	Unqualified.....	16.00	—
Huishoudster.....	23.00	20.00	Housekeeper.....	23.00	20.00
Hoteljoggie.....	8.00	6.00	Page.....	8.00	6.00
Na twaalf maande diens by dieselfde werk- gewer.....	10.00	8.00	After twelve months' service with same em- ployer.....	10.00	8.00
Portier.....	15.00	13.00	Porter.....	15.00	13.00
Na ses maande diens by dieselfde werk- gewer.....	16.00	13.50	After six months' service with same em- ployer.....	16.00	13.50
Na twaalf maande diens by dieselfde werk- gewer.....	18.00	15.00	After twelve months' service with same em- ployer.....	18.00	15.00
Na vier-en-twintig maande diens by die- selfde werkgewer.....	20.00	16.00	After twenty-four months' service with same employer.....	20.00	16.00
Hoofkelner.....	18.00	15.50	Head waiter.....	18.00	15.50
Na ses maande diens by dieselfde werk- gewer.....	19.00	16.00	After six months' service with same em- ployer.....	19.00	16.00
Na twaalf maande diens by dieselfde werk- gewer.....	20.00	17.00	After twelve months' service with same em- ployer.....	20.00	17.00
Na vier-en-twintig maande diens by die- selfde werkgewer.....	22.00	18.00	After twenty-four months' service with same employer.....	22.00	18.00
Leerlingkelner—			Learner waiter—		
Met minder as ses maande ondervinding.....	8.50	8.00	With less than six months' experience.....	8.50	8.00
Met minstens ses maande, maar minder as een jaar ondervinding.....	8.50	9.50	With not less than six months' but less than one year's experience.....	8.50	9.50
Met minstens een jaar, maar minder as twee jaar ondervinding.....	11.00	—	With not less than one year's, but less than two years' experience.....	11.00	—
Kelner, gekwalifiseer.....	14.00	12.00	Waiter, qualified.....	14.00	12.00
Na ses maande diens by dieselfde werk- gewer.....	15.00	13.00	After six months' service with same em- ployer.....	15.00	13.00
Na twaalf maande diens by dieselfde werk- gewer.....	16.00	13.50	After twelve months' service with same em- ployer.....	16.00	13.50
Na vier-en-twintig maande diens by die- selfde werkgewer.....	18.00	15.00	After twenty-four months' service with same employer.....	18.00	15.00
Proviandman—			Storeman—		
Gekwalifiseer.....	13.00	11.00	Qualified.....	13.00	11.00
Ongekwalifiseer.....	8.00	7.00	Unqualified.....	8.00	7.00
Telefoonskakelbordbediener.....	10.00	8.00	Telephone switchboard operator.....	10.00	8.00
Wasgoedwerker.....	14.00	12.00	Laundryman.....	14.00	12.00
Graad II-werknemer—			Grade II employee—		
18 jaar en ouer.....	8.00	7.50	18 years and over.....	8.00	7.50
Onder 18 jaar.....	5.00	4.50	Under 18 years.....	5.00	4.50
Nagwag.....	9.17	7.50	Night watchman.....	9.17	7.50
Huis-/kamerbediende.....	9.00	8.50	Housemaid/Chambermaid.....	9.00	8.50
Wasgoedwerkster.....	9.00	7.50	Laundrymaid.....	9.00	7.50

Kelner vir spesiale funksies.—'n Kelner vir spesiale funksies wat vir 'n spesiale funksie bedien, moet minstens twintig sent vir die eerste uur of deel daarvan betaal word en daarna vyftien sent per uur of deel daarvan.

Los werknemer.—Vir elke dag of deel van 'n dag diens, die hoogste maandloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig en wat van die los werknemer vereis word om te doen, gedeel deur ses-en-twintig.

(2) Elke werknemer, uitgesonderd 'n los werknemer en 'n kelner vir spesiale funksies, is geregtig om etes en huisvesting gratis te ontvang (en sodanige huisvesting moet die Nywerheidsraad tevrede stel en die Raad se goedkeuring wegdra), benewens die lone wat daarin vir so 'n werknemer voorgeskryf word; met dien verstande dat 'n werkgewer in plaas daarvan aan 'n werk-

Special Function Waiter.—A special function waiter engaged for a special function shall be paid not less than 20 cents for the first hour or part thereof and thereafter 15 cents per hour or part thereof.

Casual Labour.—For each day or part of a day of employment the highest monthly wage prescribed for an employee performing the same class of work as the casual employee is required to perform divided by 26.

(2) Each employee other than a casual employee and a special function waiter shall be entitled to receive free of charge board and lodging (such lodging to be to the satisfaction and approval of the Industrial Council), in addition to the wages prescribed therein for such employee, provided that an employer shall in

nemer wat nie gratis etes en huisvesting ontvang nie; maandeilks en op die gewone betaaldag, benewens sy loon minstens onderstaande bedrae moet betaal:—

(a) In die Drankbedryf:—

	Bestuurder, kroegman, huishoudster, klerklike werknemer.	Graad II-werknemer.	Alle ander werknemers.
Etes.....	R 9.50	R 3.00	R 4.00
Huisvesting.....	3.50	1.00	2.00
Etes en huisvesting...	13.00	4.00	6.00

(b) In die Privaathotel- en Losieshuisbedryf:—

	Bestuurder, huishoudster, klerklike werknemer.	Hoofkok, hoofkelner.	Alle ander werknemers.
Etes.....	R 7.00	R 6.00	R 3.00
Huisvesting.....	3.00	1.00	1.00
Etes en huisvesting...	10.00	7.00	4.00

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

- (a) 'n hoër loon as dié vir sy eie klas voorgeskryf word; of
(b) 'n loon teen 'n stygende skaal wat eindig op 'n hoër loon as dié van sy eie klas;

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

(4) Geen leerling mag as 'n los werknemer in diens geneem word teen 'n laer loon as wat voorgeskryf word vir 'n gekwalifiseerde werknemer in 'n bedryfsinrigting vir dié klas werk wat so 'n leerling verrig nie.

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

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

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

(8) Benewens enige besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet werknemers 'n lewenskostoelae betaal word wat gelykstaan aan dié voorgeskryf by Oorlogs-maatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig mag word.

HOOFSTUK B.

1. WOORDOMSKRYWING.

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

“slaapkamerbediende” 'n werknemer wat slaapkamers, woonkamers of ander gedeeltes van 'n bedryfsinrigting afstof en aan die kant maak of wat beddens opmaak en wat tee of koffie of dergelike drankie mag bedien of met etenstye in die kombuis mag help;

“slaapkamerbediende-kelner” 'n werknemer wat een of meer van die pligte van 'n kelner verrig en een of meer van die pligte van 'n slaapkamerbediende of 'n graad II-werknemer;

“los werknemer” 'n werknemer wat op hoogstens drie dae in 'n week deur dieselfde werkgewer in diens geneem word;

“klerk” 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig en sluit 'n kassier, 'n ontvangsdame en 'n telefonis in maar geen ander klas werknemer wat elders in hierdie klousule omskryf word nie, ondanks die feit dat klerklike werk deel van sodanige werknemer se pligte mag uitmaak;

“klerk, gekwalifiseer,” 'n klerk met minstens vier jaar ondervinding;

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

“kok” 'n werknemer, uitgesonderd 'n kokshulp, 'n kombuushulp of 'n kelner, wat kos vir gaste voorberei of kook;

lieu thereof, pay to any employee who does not receive board and lodging, free of charge, per month and on the usual pay-day in addition to his wages not less than the following amounts:—

(a) In the Liquor Trade:—

	Manager, Barman, Housekeeper, Clerical Employee.	Grade II Employee.	Any other Employee.
Board.....	R 9.50	R 3.00	R 4.00
Lodging.....	3.50	1.00	2.00
Board and lodging.....	13.00	4.00	6.00

(b) In the Private Hotel and Boarding-house Trades:—

	Manager, Housekeeper, Clerical Employee.	Head cook, Head waiter.	Any other Employee.
Board.....	R 7.00	R 6.00	R 3.00
Lodging.....	3.00	1.00	1.00
Board and lodging.....	10.00	7.00	4.00

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

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

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

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

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

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

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

(8) In addition to any remuneration payable in terms of this Agreement employees shall be paid cost of living allowance equal to those prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

CHAPTER B.

1. DEFINITIONS.

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

“bedroom attendant” means an employee who is engaged in dusting or tidying bedrooms, living-rooms or other parts of an establishment or in making beds and who may make or serve tea or coffee or similar beverages, or assist in the kitchen during meals;

“bedroom attendant-waiter” means an employee who performs one or more of the duties of a waiter and one or more of the duties of a bedroom attendant or a grade II employee;

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

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

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

“clerk, unqualified,” means a clerk who has had less than four years' experience;

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

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

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

"kokshulp" 'n werknemer, uitgesonderd 'n kombuushulp, wat onder die toesig van 'n hoofkok of 'n gekwalifiseerde kok, sodanige kok in engeen van sy pligte bystaan of wat vleis of ander voedsel kook wat bedoel is vir verbruik deur ander persone as gaste en wat ontbyt vir gaste mag kook;

"lewenskostetoelae" die lewenskostetoelae wat ingevolge 'n wet betaalbaar is; met dien verstande dat waar 'n werkgewer sy werknemer gereeld 'n hoër lewenskostetoelae betaal as dié wat ingevolge sodanige wet voorgeskryf word, dit sodanige hoër toelae beteken;

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

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

"bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers werksaam is in 'n bedryf waarop hierdie Ooreenkoms kragtens klousule 1 (c) van toepassing is;

"ondervinding" met betrekking tot 'n klerk, 'n kok of 'n kelner, die totale tydperk of tydperke wat 'n werknemer as 'n klerk, 'n kok of 'n kelner, na gelang van die geval (hetsy binne die Republiek van Suid-Afrika of elders) in 'n bedryf of in die diens van die Staat werksaam was; met dien verstande dat vir die toepassing van hierdie woord-omskrywing slegs een-helfte van die totale tydperk of tydperke wat 'n werknemer as 'n deeltydse werknemer in enige klas werksaam was, geag word diens in daardie klas te wees;

"graad I-werknemer" 'n slaapkamerbediende, 'n hoteljoggie en 'n kombuushulp en ook 'n werknemer wat nie spesifiek in klousule 2 (1) van hierdie hoofstuk gemeld word nie;

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

- Tee of koffie of dergelike drankie na ander persone as gaste dra wat etes in die eetkamer van 'n bedryfsinrigting nuttig;
- gerei, bagasie of ander artikels dra, verskuif of opstapel, slopmers verwyder of waterbottels of -bekers vol- of leegmaak;
- briewe, boodskappe of pakkette te voet of deur middel van 'n trapfiets, driewieler, stootkar of dergelike vervoermiddel aflewer;
- baddens, wasbakke, gerei, meubels, vensters, persele, voertuie, skoene, groente, vis, pluimvee of ander artikels skoonmaak;
- vloere, meubels of ander artikels poleer;
- pluimvee pluk, vis krap of vrugte of groente afskil of stukkend sny;
- vuurmaak of vure instandhou of afval of as verwyder;
- diere of pluimvee versorg;
- 'n stootkar of dergelike vervoermiddel stoot of trek;
- persele, bagasie, voertuie of ander artikels hoofsaaklik tussen die ure 7 vm. en 7 nm. bewaak;
- tuinwerk, met inbegrip van plant, spit, onkruid uithaal, hark, gras sny, natlei, tuingrond meng of uitsprei of heinings knip of snoei of paai of paadjies vee;

"gas" 'n persoon wat of permanent of tydelik in 'n bedryfsinrigting inwoon en omvat 'n tafelloseerder of besoeker, maar nie die werkgewer of sy familie of 'n werknemer of die familie van sodanige werknemer nie;

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

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

"hoofkelner" 'n gekwalifiseerde kelner wat in beheer is van en toesig hou oor die werk van die kelners of die slaapkamerbediende-kelners in 'n eetkamer van 'n bedryfsinrigting;

"huishoudster" 'n vroulike werknemer wat toesig hou oor die werk van die slaapkamerbediendes, wat verantwoordelik is vir die heelmaak en instandhouding van die voorrade linnegoed, wat lusse linnegoed nagaan voor versending na en by terugkeer van 'n wassery of wat toesig hou oor die was en stryk van linneartikels wat op die perseel gedoen word;

"kombuushulp" 'n werknemer, uitgesonderd 'n graad II-werknemer, wat rou voedsel vir kook stukkend sny of voorberei, roosterbrood, tee of koffie of dergelike drankie maak, pap of eiers kook of na die groente kyk terwyl dit gekook word;

"wet" ook die gemene reg;

"bestuurder" 'n werknemer wat deur sy werkgewer belas word met die algehele—

- toesig oor;
- verantwoordelikheid vir; en
- bestuur van,

die werksaamhede van 'n bedryfsinrigting en die werknemers wat daar werk;

"militêre opleiding" ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikel (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, verplig is om te ondergaan, maar omvat nie opleiding

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

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

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

"cost of living allowance" means the cost of living allowance payable in terms of any law: Provided that where an employer regularly pays his employee a cost of living allowance higher than that prescribed in terms of such law, it means such higher allowance;

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

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

"establishment" means any premises in or in connection with which one or more employees are employed in a trade to which, by virtue of clause 1 (c), this Agreement, applies;

"experience" means, in relation to a clerk, a cook or a waiter, the total period or periods of employment (whether within the Republic of South Africa or elsewhere) which an employee has had as a clerk, a cook or a waiter, as the case may be, in any trade or in the employ of the State: Provided that for the purpose of this definition only one-half of the total period or periods of employment which an employee has had as a part-time employee in any class shall be deemed to be employment in that class;

"grade I employee" means a bedroom attendant, a page and a kitchen hand and includes an employee not specifically mentioned in clause 2 (1) of this Chapter;

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

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

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

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

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

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

"housekeeper" means a female employee who supervises the work of the bedroom attendants, is responsible for mending and maintaining the stocks of linen, checks batches of linen before despatch to and on return from a laundry or who supervises the washing and ironing of articles of linen done on the premises;

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

"law" includes the common law;

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

- supervision over;
- responsibility for; and
- direction of,

the activities of an establishment and the employees engaged therein;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any

wat hy kragtens artikel drie-en-twintig van genoemde Wet mag verkies om te ondergaan of enige opleiding of diens waarvoor hy hom aanbied of wat hy verkies om te ondergaan nie;

"nagportier" 'n werknemer wat verantwoordelik is vir die sluit van deure of toemaak van vensters, die afskakeling van ligte, om aan persone wat laat aankom hul kamers aan te wys of toe te sien dat vure soggens in die kombuis opgemaak word en wat na 8 nm. tee, koffie of dergelike drankie of toebroodjies vir gaste mag maak of aan hulle mag bedien;

"nagwag" 'n werknemer wat persele, bagasie, voertuie of ander eiendom hoofsaaklik tussen die ure 7 nm. en 7 vm. bewaak en wat deure mag sluit of vensters mag toemaak of ligte mag afskakel;

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

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

"portier" 'n werknemer wat treine inwag, aan gaste hul kamers aanwys en bagasie dra en wat mag help om maaltye of verversings te bedien;

"werkdag" die tydperk in 'n dag vanaf die tyd wat 'n werknemer begin werk totdat hy op daardie dag ophou werk;

"telefonis" 'n werknemer wat uitsluitlik of hoofsaaklik 'n telefoonskakelbord bedien;

"loon" die geldbedrag wat ingevolge klousule 2 (1) aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 5 van hierdie hoofstuk voorgeskryf word: Met dien verstande dat waar 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 2 (1) van hierdie hoofstuk voorgeskryf word, dit sodanige hoër bedrag beteken;

"kelner" 'n werknemer, uitgesonderd 'n slaapkamerbediende-kelner, wat tafels dek of afdek, maaltye aan gaste bedien en wat toebroodjies of slaai mag maak;

"kelner, gekwalifiseer," 'n kelner met minstens 12 maande ondervinding;

"kelner, ongekwalifiseer," 'n kelner met minder as 12 maande ondervinding.

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

2. LONE.

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

(a) Werknemers, uitgesonderd los werknemers—

	Per maand. R
Slaapkamerbediende—kelner.....	15.50
Klerk, vrou gekwalifiseer.....	36.81
Klerk, vrou, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	23.00
Gedurende tweede jaar ondervinding.....	25.92
Gedurende derde jaar ondervinding.....	28.93
Daarna.....	36.81
Klerk, man, gekwalifiseer.....	55.00
Klerk, man, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	23.00
Gedurende tweede jaar ondervinding.....	28.00
Gedurende derde jaar ondervinding.....	36.00
Gedurende vierde jaar ondervinding.....	45.00
Kok, gekwalifiseer.....	25.00
Kok, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	15.84
Gedurende tweede ses maande ondervinding.....	16.00
Gedurende derde ses maande ondervinding.....	19.00
Gedurende vierde ses maande ondervinding.....	22.00
Kokshulp.....	17.50
Faktotum.....	28.00
Hoofkok.....	30.00
Hoofkelner.....	25.00
Huishoudster.....	32.00
Nagportier.....	24.00
Portier.....	25.00
Kelner, gekwalifiseer.....	18.00
Na ses maande diens by dieselfde werkgewer.....	18.01
Na twaalf maande diens by dieselfde werkgewer.....	19.50
Na vier-en-twintig maande diens by dieselfde werkgewer.....	20.35
Kelner, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	14.00
Gedurende tweede ses maande ondervinding.....	16.00
Graad I-werknemer.....	14.50
Graad II-werknemer, man—	
18 jaar en ouer.....	13.50
Onder 18 jaar.....	11.00
Graad II-werknemer, vrou.....	13.00
Nagwag.....	14.50

training he may elect to undergo in terms of section twenty-three of the said Act nor any training or service for which he volunteers or which he elects to undergo;

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

"night watchman" means an employee who is engaged in guarding premises, luggage, vehicles or other property mainly between the hours of 7 p.m. and 7 a.m. and who may lock doors or windows or switch off lights;

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

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

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

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

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

"wage" means the amount of money payable to an employee in terms of clause 2 (1) in respect of his ordinary hours of work as prescribed in clause 5 of this chapter: Provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 2 (1) of this chapter, it means such higher amount;

"waiter" means an employee, other than a bedroom attendant-waiter, who sets or clears tables, serves guests with meals and who may make sandwiches or salads;

"waiter, qualified," means a waiter who has had not less than 12 months' experience;

"waiter, unqualified," means a waiter who has had less than 12 months' experience;

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

1. WAGES.

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

(a) Employees other than casual employees—

	Per Month. R
Bedroom attendant—waiter.....	15.50
Clerk, female, qualified.....	36.81
Clerk, female, unqualified—	
During first year of experience.....	23.00
During second year of experience.....	25.92
During third year of experience.....	28.93
Thereafter.....	36.81
Clerk, male, qualified.....	55.00
Clerk, male, unqualified—	
During first year of experience.....	23.00
During second year of experience.....	28.00
During third year of experience.....	36.00
During fourth year of experience.....	45.00
Cook, qualified.....	25.00
Cook, unqualified—	
During first six months of experience.....	15.84
During second six months of experience.....	16.00
During third six months of experience.....	19.00
During fourth six months of experience.....	22.00
Cook's assistant.....	17.50
Handyman.....	28.00
Head cook.....	30.00
Head waiter.....	25.00
Housekeeper.....	32.00
Night porter.....	24.00
Porter.....	25.00
Waiter, qualified.....	18.00
After six months' service with same employer.....	18.01
After twelve months' service with same employer.....	19.50
After twenty-four months' service with same employer.....	20.35
Waiter, unqualified—	
During first six months of experience.....	14.00
During second six months of experience.....	16.00
Grade I employee.....	14.50
Grade II employee, male—	
18 years of age and over.....	13.50
Under 18 years of age.....	11.00
Grade II employee, female.....	13.00
Night watchman.....	14.50

Deeltydse werknemers.—'n Driekwart van die loon wat voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van die deeltydse werknemer vereis word om te doen.

- (b) *Los werknemers.*—'n Los werknemer moet vir elke dag of deel van 'n dag diens minstens een-ses-en-twintigste van die maandloon betaal word wat voorgeskryf word vir 'n werknemer van dieselfde geslag wat dieselfde klas werk verrig as wat van die los werknemer vereis word om te doen: Met dien verstande dat waar die werkgewer van 'n los werknemer vereis om die werk van 'n klas werknemer te verrig vir wie lone op 'n stygende loonskaal voorgeskryf word, die uitdrukking "maandloon" die maandloon beteken wat voorgeskryf word vir 'n gekwalifiseerde werknemer van daardie klas en voorts met dien verstande dat waar die werkgewer van 'n los werknemer vereis om vir 'n tydperk van hoogstens vier agtereenvolgende uur op 'n dag te werk, sy loon met hoogstens 50 persent verminder mag word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n maandelikse grondslag en, behoudens die bepalinge van klousule 4 (1) van hierdie hoofstuk en klousule 1 (5) van hoofstuk C van hierdie Ooreenkoms, moet 'n werknemer vir 'n maand minstens die volle maandloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word, hetsy hy in elke week van sodanige maand die maksimum getal gewone werkure wat op hom van toepassing is ingevolge klousule 5 van hierdie hoofstuk, of minder gewerk het.

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

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

in subklousule (1) voorgeskryf word, moet sodanige werknemer vir daardie dag die volgende betaal:—

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

Met dien verstande dat—

- (i) die bepalinge van hierdie subklousule nie van toepassing is nie waar die verskil tussen klasse ooreenkomstig subklousule (1) op ouderdom, ondervinding of geslag gegrond is;
- (ii) die bepalinge van hierdie subklousule nie van toepassing is op 'n werknemer van 'n ander klas wat die werk van 'n telefonis verrig nie;
- (iii) tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Ooreenkoms so uitgelê moet word dat dit 'n werkgewer belet nie om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf word.

(4) Loonberekening—

- (a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy maandloon gedeel deur ses-en-twintig.
- (b) Die weekloon van 'n werknemer is sy maandloon gedeel deur vier en een derde.
- (c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone werkure wat hy gewoonlik in 'n week werk.

3. ETES EN HUISVESTING.

Behoudens die bepalinge van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om by hom of by 'n persoon of op 'n plek wat deur hom aangewys word, te eet of gehuisves te word of te eet en gehuisves te word nie.

4. AFTREKKINGS.

(1) (a) 'n Werkgewer mag, benewens die aftrekkings wat in klousule 1 (5) van Hoofstuk C van hierdie Ooreenkoms gemeld word, die bedrae wat in subklousules (b), (c) en (d) van hierdie klousule genoem word, van sy werknemers se besoldiging aftrek.

Part-time Employees.—Three-fourths of the wage prescribed for an employee of the same sex who performs the same class of work as the part-time employee is required to do.

(b) *Casual Employees.*—A casual employee shall be paid in respect of every day or part of a day of employment not less than one twenty-sixth of the monthly wage prescribed for an employee of the same sex who performs the same class of work as the casual employee is required to do: Provided that where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed, the expression "monthly wage" shall mean the monthly wage prescribed for a qualified employee of that class and provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

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

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

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

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

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

Provided that—

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

(4) Calculation of Wages—

- (a) The daily wage of an employee other than a casual employee, shall be his monthly wage divided by twenty-six.
- (b) The weekly wage of an employee shall be his monthly wage divided by four and one-third.
- (c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary hours of work which he ordinarily works in a week.

3. BOARD AND LODGING.

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

4. DEDUCTIONS.

(1) (a) An employer may, in addition to the deductions specified in clause 1 (5) of Chapter C of this Agreement, make the deductions as specified in sub-clauses (b), (c) and (d) of this clause from his employees' remunerations.

(b) Wanneer 'n werknemer daarmee instem of ingevolge die Naturelle (Stadsgebiede) Konsolidasie Wet, 1945, verplig is om etes en huisvesting of etes of huisvesting van sy werkgever aan te neem, 'n bedrag wat nie die bedrae hieronder gemeld, te bowe gaan nie:—

	Etes.	Huis-vesting.	Etes en huis-vesting.
	Per maand. R	Per maand. R	Per maand. R
(i) Werknemers, uitgesonderd los werknemers:—			
Klerk, huishoudster, bestuurder.....	7.00	3.00	10.00
Graad I- en Graad II-werknemer.....	4.50	1.00	5.50
Alle ander werknemers..	5.00	1.00	6.00
(ii) Los werknemers.....	5c per ete		

(c) Wanneer daar nie gereeld drie etes per dag aan 'n werknemer verskaf word nie, 'n bedrag van hoogstens 5c vir elke ete wat deur die werkgever verskaf word.

(d) Met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of akkommodasie in 'n koshuis wat deur sodanige werknemer geokkupeer word in 'n lokasie of Naturelledorp onder die beheer van sodanige raad of ander plaaslike bestuur.

(2) Vir die toepassing van paragraaf (b) van subklousule (1) van hierdie klousule beteken die uitdrukking "etes" die gereelde verskaffing van drie etes per dag deur 'n werkgever, en niks in hierdie Ooreenkoms moet so uitgeleë word dat dit 'n werkgever belet om 'n werknemer in diens te neem op die voorwaarde dat die werkgever aan hom etes verskaf nie, en ook word die werkgever se reg om dié bedrag af te trek wat in paragraaf (b) van subklousule (1) van hierdie klousule voorgeskryf word vir etes, nie geraak deur 'n werknemer se weiering om gebruik te maak van 'n ete wat die werkgever aldus verskaf nie.

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

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

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

(2) *Werkdag.*—Die gewone werkure en alle oortydwerk van 'n werknemer moet voltooi word binne, en alle etenspouses moet ingesluit wees in 'n werkdag van hoogstens veertien uur op 'n dag.

(3) *Etenspouses.*—'n Werkgever moet aan elkeen van sy werknemers op diens 'n etenstouse van minstens dertig minute binne 'n uur van elke gewone etenstyd vir gaste in die bedryfsinrigting toestaan, en gedurende sodanige pouse mag daar nie van die werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie en sodanige pouse word geag nie deel van die gewone werkure of oortyd uit te maak nie: Met dien verstande dat—

- werktydperke wat onderbreek word deur pouses van korter as dertig minute, geag word ononderbroke te wees;
- die werktydperk tussen twee sulke etenstouses nie langer as ses agtereenvolgende ure mag wees nie.

(4) *Weeklikse vry tyd.*—'n Werkgever moet aan elkeen van sy werknemers, uitgesonderd los werknemers, minstens sesien agtereenvolgende ure vry tyd in 'n week toestaan wat op 2.30 nm. moet begin en waartydens daar nie van die werknemer vereis en hy nie toegelaat mag word om te werk nie.

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

(6) *Beperking van oortydwerk.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortydwerk vir langer as die volgende te verrig nie:—

- In die geval van 'n los werknemer, twee uur op 'n dag;
- In die geval van alle ander werknemers, ses uur in 'n week.

(7) *Betaling vir oortydwerk.*—'n Werkgever moet sy werknemer wat oortydwerk verrig 'n loon van minstens die volgende betaal:—

- In die geval van 'n ander werknemer as 'n los werknemer, een en een-derde maal sy uurloon vir altesaam elke uur of deel van 'n uur van die oortydwerk wat aldus op enige dae in 'n week verrig word;
- In die geval van 'n los werknemer, een en een-derde maal sy dagloon gedeel deur agt en 'n half vir elke uur of deel van 'n uur wat aldus op 'n dag gewerk is.

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

	Board.	Lodging.	Board and Lodging.
	Per Month. R	Per Month. R	Per Month. R
(i) Employees other than casual employees:—			
Clerk, housekeeper, manager.....	7.00	3.00	10.00
Grade I and Grade II employee.....	4.50	1.00	5.50
All other employees....	5.00	1.00	6.00
(ii) Casual employees.....	5c per meal.		

(c) Whenever an employee is not regularly provided with three meals a day, a deduction not exceeding 5c for each meal supplied by the employer.

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

(2) For the purpose of paragraph (b) of sub-clause (1) of this clause the expression "board" means the regular provision by an employer of three meals per day and nothing in this Agreement shall be so construed as to preclude an employer from engaging an employee on the condition that the employer shall provide him with board, nor shall the employer's right to make the deduction prescribed in paragraph (b) of sub-clause (1) of this clause for board be affected by an employee's refusal to avail himself of a meal which the employer so provides.

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

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

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

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

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

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

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

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

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

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

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

- in the case of an employee other than a casual employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime so worked on any days in any week;
- in the case of a casual employee, one and one-third times his daily wage divided by eight and one-half in respect of each hour or part of an hour so worked on any day.

(8) *Voorbehoudsbepalings.*—(a) Die bepalinge van hierdie klousule is nie van toepassing op 'n opsigter (uitgesonderd 'n deeltydse opsigter), 'n bestuurder, 'n nagwag of 'n nagportier nie.

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

(9) Vir die toepassing van subklousule (7) beteken die uitdrukking "loon" 'n werknemer se loon plus sy lewenskoste-toelae.

6. VERBOD OP INDIENSNEEMING.

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

HOOFSTUK C.

1. BETALING VAN BESOLDIGING.

(1) Die besoldiging van alle werknemers is maandeliks of wekeliks verskuldig en betaalbaar, met dien verstande dat indien die dienskontrak van 'n werknemer voor die gewone betaal-dag van so 'n werknemer beëindig word, die besoldiging wat aan hom verskuldig is onmiddellik by sodanige beëindiging betaal moet word.

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

(3) Geen boetes hoëgenaamd mag 'n werknemer opgelê word nie.

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

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

- Uitgesonderd waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd volgens opdrag of op versoek van sy werkgever, 'n *pro rata*-bedrag vir die tydperk van sodanige afwesigheid;
- met die skriftelike toestemming van 'n werknemer, bedrae vir 'n vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfondse;
- bydraes tot die Raad se fondse word ingevolge klousule 9 van hierdie hoofstuk afgetrek;
- waar 'n werkgever by 'n wet of ordonnansie of op bevel van 'n bevoegde of verplig word om vir of namens 'n werknemer 'n bedrag te betaal, mag die bedrag van sodanige betaling afgetrek word;
- bedrae vir voorskotte op uniforms ingevolge klousule 7 van hierdie hoofstuk;
- bedrae vir ledegeld aan die vakvereniging ingevolge klousule 16 van hierdie hoofstuk.

(6) Lone vir werknemers moet in 'n koevert geplaas word en op die buitekant daarvan moet onderstaande besonderhede geskryf, met 'n rubberstempel gestempel, gedruk of gedupliseer word:—

Naam.....	
Beroep.....	
Bedryfsinrigting.....	Week/maand
	R c R c
Loon.....	
Huisvesting.....	
Lewenskostetoelae.....	
Oortyd.....	
Aftrekkings:—	
Ongemagtigde vry dae.....	
Raadsgelde.....	
Werkloosheidsversekering.....	
Vakvereniginggelde.....	
Enige ander.....	
NETTO TOTAAL.....	R

2. GETALVERHOUDING VAN WERKNEMERS.

'n Werkgever moet—

- 'n gekwalifiseerde kok in diens neem voor hy 'n kokshulp in diens neem en mag hoogstens een kokshulp vir elke gekwalifiseerde kok in 'n bedryfsinrigting in diens hê;
- onderskeidelik 'n gekwalifiseerde kroegman, klerklike werknemer, kok of kelner in diens neem voordat hy 'n ongekwalifiseerde werknemer van die betrokke klas in diens neem, en minstens een gekwalifiseerde klerklike werknemer, kroegman, kok of kelner in diens neem onderskeidelik vir elke ongekwalifiseerde klerklike werknemer, kroegman, kok of kelner in sy diens; met dien verstande dat—
 - 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n klerklike werknemer, kroegman of kok verrig, as 'n gekwalifiseerde klerklike werknemer, kroegman of kok, na gelang van die geval, geag mag word;
 - vir die toepassing van hierdie klousule, 'n ongekwalifiseerde klerklike werknemer, kroegman, kok of kelner wat minstens die loon voorgeskryf in klousule 4 (1) van Hoofstuk A en klousule 2 (1) van Hoofstuk B van hierdie Ooreenkoms vir 'n gekwalifiseerde klerklike werknemer, kroegman, kok of kelner, na gelang van die geval, onderskeidelik geag word 'n gekwalifiseerde klerklike werknemer, kroegman, kok of kelner te wees;

(8) *Savings.*—(a) The provisions of this clause shall not apply to a caretaker (other than a part-time caretaker), a manager, a night watchman or a night porter.

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

(9) For the purpose of sub-clause (7) the expression "wage" means an employee's wage plus his cost of living allowance.

6. PROHIBITION OF EMPLOYMENT.

An employer shall not employ any person under the age of 15 years.

CHAPTER C.

1. PAYMENT OF REMUNERATION.

(1) The remuneration of all employees shall become due and be paid monthly or weekly, provided that if the contract of service of an employee is terminated before the usual pay-day of such employee, the remuneration due to him shall be paid immediately on such termination.

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

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

(4) No employee shall be required to purchase goods from his employers.

(5) No deductions of any kind other than the following shall be made from the remuneration of an employee:—

- Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a *pro rata* amount may be deducted for the period of such absence;
- with the written consent of an employee, deductions may be made for holiday, sick, insurance, provident or pension funds;
- contributions to the Council funds shall be deducted in terms of clause 9 of this Chapter;
- where an employer is compelled by any law or ordinance or order of any competent court to make payment for or on behalf of an employee, the amount of such payment may be deducted;
- deductions for advances on uniforms in terms of clause 7 of this Chapter;
- deductions for subscriptions to the trade union in terms of clause 16 of this Chapter.

(6) Wages for employees must be placed in an envelope on the outside of which shall be written, stamped with a rubber stamp, printed or duplicated the following particulars:—

Name.....	
Occupation.....	
Establishment.....	Week/Month
	R c R c
Wage.....	
Lodging.....	
C.O.L.....	
Overtime.....	
Deductions:—	
Unauthorised days off.....	
Council fees.....	
Unemployment Insurance.....	
Union fees.....	
Any other.....	
NET TOTAL.....	R

2. PROPORTION OR RATIO OF EMPLOYEES.

An employer shall employ—

- a qualified cook before a cook's assistant is employed and not more than one cook's assistant may be employed in any establishment for every qualified cook;
- a qualified barman, clerical employee, cook, waiter, respectively, before an unqualified employee of the class concerned may be employed by him and not less than one qualified clerical employee, barman, cook, waiter, shall be employed for each unqualified clerical employee, barman, cook, waiter, respectively, employed by him; provided that—
 - an employee who is wholly or mainly engaged in performing the work of a clerical employee, barman or cook may be deemed to be a qualified clerical employee, barman, cook, as the case may be;
 - for the purpose of this clause an unqualified clerical employee, barman, cook, waiter, receiving not less than the wage prescribed in clauses 4 (1) of Chapter A and clause 2 (1) of Chapter B of this Agreement for a qualified clerical employee, barman, cook, waiter, as the case may be, may be deemed to be a qualified clerical employee, barman, cook, waiter, respectively;

- (c) los werknemers of keiners vir spesiale funksies word nie as werknemers gereken vir die toepassing van hierdie klousule nie.

3. DIENSSERTIFIKAAT.

Elke werkgever moet aan elke werknemer, wanneer hy die werkgever se diens verlaat, gratis 'n dienssertifikaat uitreik. Die sertifikaat moet die werknemer se volle naam, adres, ouderdom, beroep, loonskaal en werklike loon wat betaal is, aantoon, asook die datum waarop die werknemer by die werkgever in diens getree en sy diens verlaat het. Alle sertifikate wat deur sodanige werkgever uitgereik word, moet in volgorde genummer word en moet die naam aantoon van die vorige werkgever, indien daar een was, asook die nommer van enige sertifikaat wat deur daardie werkgever aan die betrokke werknemer uitgereik is.

'n Afskrif van elke uitgereikte sertifikaat moet deur die werkgever gehou en nog 'n afskrif moet deur die werkgever by die Sekretaris van die Raad ingedien word.

4. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) (a) Alle werknemers, uitgesonderd bestuurders, kroegmanne, hoofkokke, keiners vir spesiale funksies of los werknemers moet vir elke 50 weke diens by dieselfde werkgever twee agtereenvolgende weke afwesigheidsverlof met volle betaling ontvang.

(b) Bestuurders, kroegmanne en hoofkokke moet ten opsigte van elke 50 weke diens by dieselfde werkgever drie agtereenvolgende weke afwesigheidsverlof met volle betaling verleen word.

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

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

(a) In die geval van bestuurders, kroegmanne en hoofkokke, drie vyftigstes van die weekloon;

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

(e) Die tydperk van verlof wat in subklousule (1) (a) en (1) (b) genoem word, mag nie saamval met 'n tydperk van siekteverlof wat kragtens klousule 5 van hierdie hoofstuk toegestaan is nie, of, tensy die werknemer dit versoek en die werkgever skriftelik instem, met 'n tydperk van militêre opleiding nie.

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

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

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

(a) met verlof kragtens subklousule (1);

(b) met siekteverlof kragtens klousule 5 van hierdie hoofstuk;

(c) volgens opdrag of op versoek van die werkgever; en

(d) vir enige tydperk wat hy militêre opleiding ondergaan;

wat altesaam hoogstens tien weke in 'n jaar beloop ten opsigte van items (a), (b) en (c), plus enige tydperk van militêre opleiding wat in daardie jaar ondergaan is, en diens word geag soos volg te begin:—

(i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op 'n tydperk van verlof kragtens 'n wet geregtig geword het, op dié datum waarop die werknemer laaste op sodanige verlof kragtens sodanige wet geregtig geword het;

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

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer in sy werkgever se diens getree het of dié datum waarop hierdie Ooreenkoms van krag word, na gelang van die jongste datum.

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

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

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

3. CERTIFICATE OF SERVICE.

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, address, age, occupation, rate of pay and actual wage paid together with the dates of the employee's entering and leaving the service of the employer. All certificates issued by such employer shall be numbered consecutively and shall show the name of the previous employer, if any, and the number of any certificate issued by that employer to the employee concerned.

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

4. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) (a) All employees, other than managers, barmen, head cooks, special function waiters, or casual employees, shall be given in respect of each 50 weeks of employment with the same employer, two consecutive weeks' leave of absence on full pay,

(b) Managers, barmen, and head cooks shall be granted in respect of each 50 weeks of employment with the same employer three consecutive weeks' leave of absence on full pay.

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

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

(a) in the case of managers, barmen, and head cooks three fiftieths of the weekly wage;

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

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

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

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

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

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

(b) on sick leave in terms of clause 5 of this chapter;

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

(d) during any period he is undergoing military training;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus any period of military training undergone in that year, and employment shall be deemed to commence:—

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

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

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

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

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

(5) *Openbare vakansiedae.*—(a) 'n Werknemer, uitgesonderd 'n los werknemer of 'n kelner vir spesiale funksies, is geregtig op verlof met volle betaling op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag en dit moet aan hom toegestaan word: Met dien verstande dat van 'n werknemer vereis kan word om op enige sodanige dag te werk.

(b) *Betaling vir werk op openbare vakansiedae.*—Wanneer 'n werknemer, uitgesonderd 'n los werknemer of 'n kelner vir spesiale funksies, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom vir enige sodanige dag besoldiging betaal teen 'n skaal van minstens dubbel sy dagloon.

5. SIEKTEVERLOF.

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

- (a) hy vier maande ononderbroke diens by dieselfde werkgever voltooi het; en
- (b) hy binne drie dae op sy eie koste 'n doktersertifikaat, deur 'n dokter uitgereik, ten opsigte van sy siekte voorlê;
- (c) sy siekte nie deur sy eie wangedrag veroorsaak is nie.

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

- (a) met verlof kragtens klousule 4 van hierdie hoofstuk;
- (b) volgens opdrag of op versoek van sy werkgever;
- (c) met siekteverlof kragtens subklousule 1;
- (d) vir 'n tydperk waarin hy militêre opleiding ondergaan;

wat altesaam hoogstens tien weke in 'n jaar beloop ten opsigte van items (a), (b) en (c) plus die opleidings tydperk in item (d) genoem wat in daardie jaar ondergaan is.

6. DIENSBEEÏNDIGING.

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

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

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

- (i) in die geval van sewe dae kennisgewing, die weekloon;
- (ii) waar daar 'n ooreenkoms kragtens paragraaf (b) van die eerste voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstydperk waartoe ooreengekom is.

(2) Die kennisgewing wat in subklousule (1) voorgeskryf word, geld vanaf die dag waarop dit gegee is; met dien verstande dat die kennisgewingstydperk nie mag saamval met of dat kennis nie gegee mag word gedurende 'n tydperk waarin 'n werknemer militêre opleiding ondergaan of tydens 'n werknemer se afwesigheid met verlof wat kragtens klousule (4) toegestaan is nie, of met siekteverlof wat kragtens klousule (5) van hierdie hoofstuk toegestaan is nie.

7. UNIFORMS EN WASGOED.

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

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

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

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

8. VRYSTELLINGS.

(1) Behoudens die bepalings van subartikel (3) van artikel een-en-veertig van die Wet, mag die Raad vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

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

(5) *Public Holidays.*—(a) An employee other than a casual employee or a special function waiter shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day; provided that an employee may be required to work on any such day.

(b) *Payment for Work on Public Holidays.*—Whenever an employee, other than a casual employee or special function waiter, works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant, or Christmas Day, his employer shall pay to him in respect of any such day remuneration at a rate not less than twice his daily wage.

5. SICK LEAVE.

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

- (a) he has completed four months' continuous employment with the same employer; and
- (b) he produces within three days at his own expense a medical certificate, in respect of his illness, issued by a doctor;
- (c) his illness has not been caused by his own misconduct.

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

- (a) on leave in terms of clause 4 of this chapter;
- (b) on the instruction or at the request of his employer;
- (c) on sick leave in terms of sub-clause 1;
- (d) during any period an employee is undergoing military training;

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

6. TERMINATION OF EMPLOYMENT.

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

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

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

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

(2) The notice prescribed in sub-clause (1) shall commence to run from the day on which it was given; provided that the period of notice shall not run concurrently with nor shall notice be given during any period an employee is undergoing military training or during an employee's absence on leave granted in terms of clause 4 or on sick leave granted in terms of clause 5 of this chapter.

7. UNIFORMS AND LAUNDRY.

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

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

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

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

8. EXEMPTIONS.

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

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

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is ooreenkomstig die bepalings van subklousule (1) van hierdie klousule 'n vrystellingsertifikaat uitreik wat deur die Voorsitter en deur hom onderteken is en waarin onderstaande gemeld word:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel is, waarop sodanige 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 afskrif bewaar;
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur; en
 - (d) 'n afskrif van elke vrystellingsertifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 940, Durban, stuur.

9. FONDSE VAN DIE RAAD.

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

Elke werkgewer moet van die loon van elkeen van sy werknemers wat met inbegrip van die waarde van etes en/of huisvesting meer as R6 per maand ontvang, 10c per maand aftrek, en by die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die vyftiende dag van elke maand aan die Sekretaris van die Raad, Posbus 26, Umkomaas, stuur.

10. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Werkgewers moet aan al hul werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite toestaan om hul pligte in verband met die werk van die Raad na te kom.

11. UITLEG VAN OOREENKOMS.

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

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

12. BESTAANDE KONTRAKTE.

Enige dienskontrak wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, is onderworpe aan die bepalings van hierdie Ooreenkoms.

13. ALGEMEEN.

Niks in hierdie ooreenkoms word geag die indiensneming van enigiemand te magtig wat wetlik nie in diens mag wees nie, of die indiensneming van enigeen te eniger tyd of tye, wat by wet verbied is nie.

14. VERSPREIDING VAN OOREENKOMS.

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms saam met kopieë van Aanhangsels I.C. 33, I.C. 34 en I.C. 35 vertoon en vertoon hou op 'n opvallende plek op sy perseel sodat dit maklik vir alle werknemers toeganklik is.

15. INDIENSNEMING VAN VAKVERENIGINGLEDE.

Die lede van die Werkgewersorganisasie onderneem om slegs lede van die Vakvereniging in diens te neem en lede van die Vakvereniging kom ooreen om slegs vir werkgewers te werk wat lede van die Werkgewersorganisasie is; met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgewer of werknemer na die mening van die Raad sonder goeie rede lidmaatskap van 'n party by die Ooreenkoms geweier is en sodanige weiering binne vertien dae daarna by die Sekretaris van die Raad aangemeld het. Die bepalings van hierdie klousule is nie van toepassing op immigrante in die eerste jaar na die datum van hul binnekoms in die Republiek van Suid-Afrika nie; met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande van sy aanvaarding van diens in die Bedryf weier om op uitnodiging van die betrokke Vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik van toepassing word. Die bepalings van hierdie klousule is nie van toepassing nie op 'n werknemer wat, omdat die Vakvereniginglede uit gemengde rasse bestaan, beswaar het daarteen om lid daarvan te word. Werkgewers moet aan amptenare van die Vakvereniging alle redelike fasiliteite verleen om die werknemers te organiseer.

16. VAKVERENIGINGLEDEGELDE.

Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens die lededgeld aftrek wat deur die werknemer aan die vakvereniging betaalbaar is, en moet die totale bedrag saam met 'n lys van sodanige werknemers voor of op die sewende dag van elke maand aan die Sekretaris van die Vakvereniging, Posbus 290, Durban, of Colonization Chambers 32/33, Weststraat 355, Durban, stuur. Sodanige lededgeld moet afgetrek word van die eerste betaling van lone in elke maand. Die Sekretaris van die Raad moet die betrokke werkgewers van tyd tot tyd in kennis stel van die skaal waarvolgens lededgeld betaalbaar is.

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

- (a) full name of person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued;
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned; and
 - (d) forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, P.O. Box 940, Durban.

9. COUNCIL FUNDS.

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

10c per month shall be deducted by each employer from the earnings of each of his employees receiving over R6 during any one month, including the value of board and/or lodging, and to the amount so deducted the employer shall add a like amount and forward month by month, and not later than the fifteenth day of each month, the total sum to the Secretary of the Council, P.O. Box 26, Umkomaas.

10. TRADE UNION'S REPRESENTATIVES OF THE COUNCIL.

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

11. 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.

12. EXISTING CONTRACTS.

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

13. GENERAL.

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

14. DISTRIBUTION OF THE AGREEMENT.

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

15. EMPLOYMENT OF TRADE UNION LABOUR.

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

16. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from the wages of each member of the trade union in his employ, the membership subscription payable by such employee to the trade union, and shall forward the total amount, together with a list of such employees, to the Secretary of the Trade Union, P.O. Box 290, Durban, or 32/33 Colonization Chambers, 355 West Street, Durban, not later than the 7th day of each month, such subscription to be deducted from the first payment of wages in each month. The subscription scale shall be notified to the employers concerned from time to time by the Secretary of the Council.

17. ULTRA VIRES.

Indien enige van die bepalings van hierdie Ooreenkoms deur enige bevoegde hof *ultra vires* verklaar word, word die oorblywende bepalings van die Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

18. AGENTE.

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

Namens die partye op hede die 24ste dag van November 1961 te Umkomaas onderteken.

LOUIS NELSON,
Voorsitter van die Raad.
D. N. LEVITT,
Ondervoorsitter van die Raad.
J. A. WILLEMSE,
Sekretaris van die Raad.

17. 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.

18. AGENTS.

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

Signed at Umkomaas on behalf of the parties on this 24th day of November, 1961.

LOUIS NELSON,
Chairman of the Council.
D. N. LEVITT,
Vice-Chairman of the Council.
J. A. WILLEMSE,
Secretary of the Council.

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