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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1678.]

[12 October 1962.]

INDUSTRIAL CONCILIATION ACT, 1956.

LIQUOR AND CATERING TRADE, CAPE.

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 the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding from the 19th October, 1962, and for the period ending the 18th October, 1965, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (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 those contained in clauses 1, 2, 6 (6) (g) and 22 to 26 (inclusive), shall be binding from the 19th October, 1962, and for the period ending the 18th October, 1965, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Trade in the Magisterial Districts of Bellville, the Cape, Simonstown and Wynberg; 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 Bellville, the Cape, Simonstown and Wynberg, and from the 19th October, 1962, and for the period ending the 18th October, 1965 the provisions of the said Agreement, excluding those contained in clauses 1, 2, 6 (6) (g) and 22 to 26 (inclusive), shall *mutatis mutandis* be binding upon all Natives employed in the said trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1678.]

[12 Oktober 1962.]

WET OP NYWERHEIDSVERSOENING, 1956.

DRANK- EN VERVERSINGSBEDRYF, KAAP.

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 Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, vanaf 19 Oktober 1962 en vir die tydperk wat op 18 Oktober 1965 eindig, bindend is vir die Werkgewersorganisasie en Vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie Organisasie of Verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 6 (6) (g) en 22 tot en met 26, vanaf 19 Oktober 1962 en vir die tydperk wat op 18 Oktober 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Bedryf in die landdrostdistrikte Bellville, die Kaap, Simonstad en Wynberg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 6 (6) (g) en 22 tot en met 26, vanaf 19 Oktober 1962 en vir die tydperk wat op 18 Oktober 1965 eindig, in die landdrostdistrikte Bellville, die Kaap, Simonstad en Wynberg *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, CAPE.

AGREEMENT

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

Cape Licensed Victuallers' and Hotel-Keepers' Association (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and

The European Liquor and Catering Trades Employees' Union and

The Hotel, Bar and Catering Trades Employees' Association (hereinafter referred to as "the employees" or "the trade unions"), of the other part,

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

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown, by all employers and employees engaged or employed in the Liquor and Catering Trade who are members of the Employers' organisation and the trade unions, and for whom wages are prescribed in clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context—

"assistant manager" or "assistant manageress" means an employee who assists the manager or manageress in the performance of his or her duties and who may respectively act for him or her in his or her absence;

"barboy" means an employee engaged in a bar or off-sale department, in washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment, stacking and/or removing bottles or other containers, delivering liquor to customers for consumption off the premises and who may bottle wines;

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

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

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

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

"chef or head cook" means an employee who is placed in charge of and supervises one or more qualified cooks and who is responsible for the efficient performance by them of their duties;

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a storeman, despatch clerk, telephone operator, cashier, and a male employee who performs the work of a receptionist;

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

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

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

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

"cook" means an employee engaged in the preparation and/or cooking of food; provided that where an employee performs only such work as is specified in the definitions of "cook's assistant", "waiter", "waitress" or "grade II employee" he shall not be deemed to be a cook;

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

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

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

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

BYLAE.

NYWERHEIDSRAAD VIR DRANK- EN VERVERSINGSBEDRYF, KAAP.

OOREENKOMS

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

Cape Licensed Victuallers' and Hotel-Keepers' Association

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

European Liquor and Catering Trades Employees' Union en die

Hotel, Bar and Catering Trade Employees' Association

(hieronder die „werknemers” of die „Vakverenigings” genoem), aan die ander kant,

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

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad nagekom word deur alle werkgewers en werknemers wat die Drank- en Verversingsbedryf uitoefen of daarby in diens is en wat lede van die Werkgewersorganisasie en van die Vakverenigings is, en vir wie lere in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk en in die Wet op Nywerheidsversoenig, 1956, omskryf word, dieselfde betekenis as in genoemde Wet, en alle vermeldings van 'n wet omvat elke wysiging daarvan; woorde wat die manlike geslag aandui, omvat ook vroue, voorts, tensy dit onbestaanbaar met die sinsverband is, beteken—

„assistent-bestuurder” of „assistent-bestuurderes”, 'n werknemer wat die bestuurder of bestuurderes in die uitvoering van sy of haar pligte bystaan en wat onderskeidelik vir hom of haar tydens sy of haar afwesigheid kan waarneem;

„kroegjong”, 'n werknemer wat in 'n kroeg of buiteverkoopafdeling glase was, vloere, toonbanke, rakke, meubels of ander uitrusting vee en/of skoonmaak, bottels of ander houers opstapel en/of verwyder, drank aan klante lewer vir verbruik weg van die perseel af en wat wyn in bottels kan tap;

„kroegman”, 'n werknemer, uitgesonderd 'n wynkelner, wat oor die toonbank of uit die kroeg in 'n bedryfsinrigting drank verkoop en wat kan toesig hou oor kroegjongens, en dit omvat 'n kroegvrou en buiteverkoopbediende;

„kroegman, gekwalifiseer”, 'n kroegman met minstens drie jaar ondervinding;

„kroegman, ongekwalifiseer”, 'n kroegman met minder as drie jaar ondervinding;

„los werknemer”, 'n werknemer wat by dieselfde werkgewer in diens is op hoogstens drie dae in 'n week;

„sjef of hoofkok”, 'n werknemer wat in beheer is van en toesig hou oor een of meer gekwalifiseerde koks en wat vir die behoorlike verrigting van hul werk deur hulle, verantwoordelik is;

„klerk”, 'n werknemer wat skryfwerk, tikwerk of enige ander vorm van klerklike werk verrig en omvat 'n stoomman, versendingsklerk, telefonis, kassier, en 'n manlike werknemer wat die werk van 'n ontvangsklerk verrig;

„klerk, man, gekwalifiseer”, 'n manlike klerk met minstens twee jaar ondervinding;

„klerk, man, ongekwalifiseer”, 'n manlike klerk met minder as twee jaar ondervinding;

„klerk, vrou, gekwalifiseer”, 'n vroulike klerk met minstens twee jaar ondervinding;

„klerk, vrou, ongekwalifiseer”, 'n vroulike klerk met minder as twee jaar ondervinding;

„kok”, 'n werknemer wat kos berei en/of kook: Met dien verstande dat wanneer 'n werknemer slegs die werk verrig wat in die omskrywing van „kokassistent”, „kelner”, „kelnerin”, of „graad II-werknemer” gespesifiseer word, hy nie as 'n kok beskou word nie;

„kok, man, gekwalifiseer”, 'n manlike kok met minstens drie jaar ondervinding;

„kok, man, ongekwalifiseer”, 'n manlike kok met minder as drie jaar ondervinding;

„kok, vrou, gekwalifiseer”, 'n vroulike kok met minstens drie jaar ondervinding;

„kok, vrou, ongekwalifiseer”, 'n vroulike kok met minder as drie jaar ondervinding;

"cook's assistant" means an employee, other than a grade II employee who under the supervision of a chef or head cook or a qualified male or female cook, assists the cook by attending to foodstuffs in the process of cooking and/or cooks meat or other foodstuffs intended for consumption by the employees of an establishment;

"Council" means the Industrial Council for the Liquor and Catering Trade, Cape, deemed to be registered in terms of section nineteen of the Act;

"day" means any period of 24 hours beginning and ending at midnight, except that a "day" in respect of night workers shall mean any period of 24 hours beginning and ending at midday;

"establishment" means any premises 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 "Liquor and Catering Trade", and in or in connection with which one or more employees are employed in the Liquor and Catering Trade;

"experience" means in relation to those employees in respect of whom a rising scale of wages is prescribed in clause 4, the total period or periods of employment which an employee has had in the particular occupation in which he is employed in the Liquor and Catering Trade;

"grade I employee" means an employee who is engaged in any one or more of the following capacities:—

- (a) making beds;
- (b) tending to linen and blankets;
- (c) packing and unpacking guests' luggage and cleaning, ironing and pressing guests' clothes;
- (d) attending to billiard tables and who may receive payment for any games played on the tables;

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

- (a) Carrying foodstuffs, utensils or other articles;
- (b) cleaning utensils, furniture, premises, vehicles, footwear, vegetables, fish, poultry or other articles, but not washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment in a bar or off-sale department;
- (c) making or maintaining fires and/or removing refuse;
- (d) plucking poultry, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea, coffee, cocoa or similar beverages;
- (e) tending animals or poultry;
- (f) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering, clipping hedges);
- (g) packing and sorting bottles or other articles but not stacking and/or removing bottles or other containers in a bar or off-sale department;
- (h) pushing or pulling any manually propelled vehicle;
- (i) guarding premises, luggage or other articles, other than guarding premises, buildings, gates or other property, by night;
- (j) delivering goods other than liquor, on foot or by means of a bicycle, tricycle or any manually propelled vehicle;
- (k) rolling and marking tennis courts;

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

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

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

"head barman" means an employee who is placed in charge of and supervises one or more other barmen and who is responsible for the efficient performance of their duties by such barmen and any other employee employed in or in connection with the bar or bars under his control;

"head waiter" means a male employee who is placed in charge of and supervises waiters and/or waitresses and who is responsible for the efficient performance by them of their duties;

"head waitress" means a female employee who is placed in charge of and supervises waitresses and/or waiters, and who is responsible for the efficient performance by them of their duties;

"housekeeper" means a female employee who is engaged in supervising the kitchens and/or bedrooms and who may supervise stores;

"lift-attendant" means an employee engaged in operating a goods or passenger lift;

"kokassistent" 'n werknemer, uitgesonderd 'n graad II-werknemer, wat onder die toesig van 'n sjef of hoofkok of 'n gekwalifiseerde manlike of vroulike kok die kok behulpsaam is met die versorging van voedselware terwyl dit kook en/of vleis of ander voedselsoorte kook wat vir gebruik deur die werknemers van 'n bedryfsinrigting bedoel is;

"Raad", die Nywerheidsraad vir die Drank- en Verversingsbedryf, Kaap, wat geag word geregistreer te wees ingevolge artikel negentien van die Wet;

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

"bedryfsinrigting", 'n perseel ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die lisensies gehou word wat in die omskrywing van "Drank- en Verversingsbedryf" gespesifiseer word, en waarin of in verband waarmee een of meer werknemers in die Drank- en Verversingsbedryf in diens is;

"ondervinding", met betrekking tot die werknemers ten opsigte van wie 'n stygende loonskaal in klousule 4 voorgeskryf word die totale tydperk of tydperke diens wat 'n werknemer deurgebring het in die bepaalde werk waarin hy in die Drank- en Verversingsbedryf werksaam is;

"graad I-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede in diens is:—

- (a) Beddens opmaak;
- (b) beddegoed en komberse versorg;
- (c) gaste se bagasie in- en uitpak en gaste se klere stryk en pers;
- (d) biljartafels versorg en wat betaling mag ontvang vir die gebruik van die tafels;

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

- (a) Voedselware, gerei of ander artikels dra;
- (b) gerei, meubels, persele, voertuie, skoeisel, groente, vis, pluimvee of ander artikels skoonmaak, maar nie glase was, vloere, toonbanke, rakke, meubels of ander uitrusting in 'n kroeg of buiteverkoopafdeling vee en/of skoonmaak nie;
- (c) vuurmaak en vure aan die brand hou en/of afval verwyder;
- (d) pluimvee pluk, vrugte of groente skil en/of opsny, eiers kook, brood rooster, tee, koffie, kakao of soortgelyke drankke maak;
- (e) diere of pluimvee oppas;
- (f) tuinwerk verrig (d.w.s. onder toesig plant, spit, hark, gras sny, sprei, meng, natmaak, heinings knip);
- (g) bottels of ander artikels verpak en uitsoek, maar nie bottels of ander houers in 'n kroeg of buiteverkoopafdeling opstapel en/of verwyder nie;
- (h) 'n handvoertuig stoot of trek;
- (i) persele, bagasie of ander artikels bewaak, uitgesonderd persele, geboue, hekke of ander eiendom snags bewaak;
- (j) goedere, uitgesonderd drank, te voet of deur middel van 'n trapfiets, driewieler of handvoertuig aflewer;
- (k) tennisbane rol en afmerk;

Vir die toepassing van hierdie omskrywing omvat die uitdrukking "voedselware, gerei of ander artikels dra" nie die dra van maaltye of verversings na gaste nie, uitgesonderd vroeë oggendtee, -koffie, -kakao, of soortgelyke drankke en warm water;

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

"faktotum", 'n werknemer wie se werk dit is om klein herstelwerkies aan meubels, masjinerie of ander toerusting te doen en wat minder belangrike herstel- of opknappingswerk aan geboue kan doen;

"hoofkroegman", 'n werknemer wat in beheer is van en toesig hou oor een of meer kroegmanne en wat daarvoor verantwoordelik is dat hierdie kroegmanne en alle ander werknemers wat in of in verband met die kroeg of kroeg onder sy beheer in diens is, hul pligte behoorlik uitvoer;

"hoofkelner", 'n manlike werknemer wat in beheer geplaas is van en toesig hou oor kelners en/of kelnerinne en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;

"hoofkelnerin", 'n vroulike werknemer wat in beheer geplaas is van en toesig hou oor kelnerinne en/of kelners en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;

"huishoudster" 'n vroulike werknemer wat toesig hou oor die kombuis en/of slaapkamers en wat oor voorrade toesig mag hou;

"hysbakbediende" 'n werknemer wat 'n goedere- of passasiers-hysbak bedien;

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

Restaurant liquor licence;
hotel liquor licence;
bar licence;
wine and malt liquor licence;
theatre or sportsground liquor licence;
temporary liquor licence;
late hours occasional licence;

"manager" or "manageress" means an employee who is in charge of an establishment and of the employees employed in such establishment and who is responsible for the efficient performance by them of their duties;

"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 other training or service for which he volunteers or which he elects to undergo;

"motor vehicle" means any vehicle self-propelled by power (excluding two-wheeled vehicles) used for the conveyance of hotel guests and/or luggage to and from an establishment, and for the conveyance, haulage or delivery of goods used in connection with the Liquor and Catering Trade, and for the delivery of liquor to customers;

"motor vehicle driver" or "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"night porter" means a porter the greater portion of whose duty falls between 7 p.m. and 7 a.m.;

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

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

"night watchman" means an employee engaged in guarding premises, building, gates or other property, and admitting residents by night;

"page" means an employee under the age of eighteen years who is engaged in receiving or delivering messages and/or running errands;

"part-time employee" means an employee other than a grade II employee, whose contract of employment provides for his being employed for a continuous period of six days or more and for not less than two nor more than three consecutive hours in any day;

"porter" means a male employee of eighteen years of age or over engaged in meeting trains, and other conveyances, conveying guests and their luggage to and from an establishment, receiving, delivering and attending to messages, answering bells and telephones, serving of refreshments to and attending to the requirements of guests, and may operate a telephone switchboard;

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

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

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

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

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

"seven-day establishment" means an establishment in which the Liquor and Catering Trade is permitted to be carried on for seven days per week;

"six-day establishment" means an establishment in which the Liquor and Catering Trade is permitted to be carried on for six days per week;

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

"wage" means the amount of money payable to an employee in terms of clause 4 (1) of this Agreement in respect of his ordinary hours of work as prescribed in clause 7: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

"waiter" means a male employee who sets or clears tables, serves or carries meals or refreshments to guests and who may cut sandwiches, prepare salads and accept payment from guests for goods, meals or refreshments supplied and includes a wine steward;

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

"Drank- en Verversingsbedryf", die bedryf wat deur werkgewers en werknemers uitgeoefen word wanneer hulle tydelik of permanent, 'n besigheid dryf waar drank verkoop word en in verband waarmee een of meer van die volgende lisensies, kragtens die bepalings van die Drankwet, 1928, uitgereik, gehou moet word:—

Restaurantdranklisensie;
hoteldranklisensie;
kroeglisensie;
wyn- en moutdranklisensie;
teater- of sportterreindranksensie;
tydelike dranklisensie;
geleentheidslisensie vir laat ure;

"bestuurder" of "bestuurderes", 'n werknemer wat in beheer is van 'n bedryfsinrigting en van die werknemers wat in die bedryfsinrigting in diens is, en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;

"militêre opleiding", ononderbroke opleiding wat 'n werknemer ingevolge artikel *een-en-twintig* (1) gelees tesame met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, moet meemaak, maar uitgesonderd opleiding wat hy moontlik ingevolge artikel *drie-en-twintig* van dié Wet verkies om mee te maak of enige ander opleiding van diens waarvoor hy hom vrywillig aanmeld of wat hy verkies om mee te maak;

"motorvoertuig", enige voertuig wat deur eie meganiese krag aangedryf word (met uitsondering van tweewielvoertuie) en wat gebruik word vir die vervoer van hotelgaste en/of bagasie na en van 'n bedryfsinrigting af, en vir die vervoer, sleep of aflewer van goedere wat in verband met die Drank- en Verversingsbedryf gebruik word, en vir die aflewering van drank aan klante;

"motorvoertuigbestuurder" of "bestuurder van 'n motorvoertuig", 'n werknemer wat 'n motorvoertuig bestuur, en vir die doel van hierdie woordomskrif word dit beskou dat by "n motorvoertuig bestuur" inbegrepe is alle tydperke wat daar bestuur word en enige tyd wat die bestuurder aan die voertuig of die vrag bestee en alle tydperke wat hy verplig word om op diens te bly, gereed om te bestuur;

"nagportier", 'n portier wie se diens merendeels tussen 7 nm. en 7 vm. val;

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

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

"nagwag", 'n werknemer wat gedurende die nag persele, geboue, hekke of ander eiendom bewaak en inwoners inlaat;

"hoteljoggie", 'n werknemer onder die ouderdom van 18 jaar wat boodskappe ontvang en aflewer en/of op boodskappe uitgestuur word;

"deeltydse werknemer", 'n werknemer, uitgesonderd 'n graad II-werknemer wie se dienskontrak daarvoor voorsiening maak dat hy vir 'n ononderbroke tydperk van ses dae of meer en vir minstens twee, maar hoogstens drie, opeenvolgende ure op enige dag in diens geneem word;

"portier", 'n manlike werknemer van agtien jaar of ouer wat by die aankoms van treine en ander vervoermiddels aanwesig is, gaste en hulle bagasie na en van 'n bedryfsinrigting vervoer, boodskappe ontvang, aflewer en aandag daaraan gee, klokkes en telefone beantwoord, verversings aan gaste bedien en aandag aan hulle behoeftes skenk en 'n telefoonskakelbord mag bedien;

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

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

"ontvangklerk", 'n vroulike werknemer wat gaste ontvang, besprekings waarneem en 'n lys daarvan hou, rekenings, uitskrif, geld ontvang en kwitansies uitreik, en wat klerklike werk mag doen;

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

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

"sewedaagse bedryfsinrigting", 'n bedryfsinrigting waarin daar toegelaat word dat die Drank- en Verversingsbedryf sewe dae per week uitgeoefen word;

"sesdaagse bedryfsinrigting", 'n bedryfsinrigting waarin daar toegelaat word dat die Drank- en Verversingsbedryf ses dae per week uitgeoefen word;

"werkdagindeling", die tydperk bereken vanaf die tyd waarop 'n werknemer op enige dag begin werk totdat hy vir dié dag ophou met werk;

"loon", die bedrag ingevolge klousule 4 (1) aan 'n werknemer betaalbaar ten opsigte van sy gewone werkure soos by klousule 7 voorgeskryf: Met dien verstande dat, as 'n werknemer sy werknemer vir sy gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dié dié hoër bedrag beteken;

"kelner", 'n manlike werknemer wat tafels dek of afdek, etes of verversings bedien aan of dra na gaste en wat toevoegings kan maak, slaageregte kan berei, en betaling van gaste kan aanneem vir goedere, etes of verversings wat verskaf word, en omvat dit 'n wynkelner;

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

"waiter, unqualified," means a waiter who has had less than two years' experience;
 "waitress" means a female employee who sets or clears tables, serves or carries meals or refreshments to guests and who may cut sandwiches, prepare salads and accept payment from guests for goods, meals or refreshments supplied;
 "waitress, qualified," means a waitress who has had not less than one year's experience;
 "waitress, unqualified," means a waitress who has had less than one year's experience;
 "week" in relation to a six-day establishment means a period of six days from Monday to Saturday inclusive, and in relation to a seven-day establishment a period of seven days from Monday to Sunday inclusive;
 "year" means a continuous period of 365 days.

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

4. WAGES.

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

	Per Week. R
(a) Employees, other than casual employees—	
Manager.....	26.00
Manageress.....	18.50
Assistant Manager.....	19.50
Assistant Manageress.....	11.20
Head barman.....	19.50
Head waiter.....	10.40
Head waitress.....	7.58
Head cook, or chef, male.....	13.36
Head cook, or chef, female.....	10.91
Barman, qualified.....	16.00
Barman, unqualified—	
During the first six months' experience.....	7.28
During the second six months' experience.....	8.49
During the third six months' experience.....	9.70
During the fourth six months' experience.....	10.91
During the fifth six months' experience.....	12.12
During the sixth six months' experience.....	13.36
Barboy.....	4.87
Clerical employee, male, qualified.....	13.15
Clerical employee, male, unqualified—	
During the first six months' experience.....	7.28
During the second six months' experience.....	8.84
During the third six months' experience.....	10.29
During the fourth six months' experience.....	11.74
Clerical employee, female, qualified.....	8.42
Clerical employee, female, unqualified—	
During the first six months' experience.....	5.81
During the second six months' experience.....	6.45
During the third six months' experience.....	7.10
During the fourth six months' experience.....	7.77
Cook, male, qualified.....	9.70
Cook, male, unqualified—	
During the first six months' experience.....	6.07
During the second six months' experience.....	6.67
During the third six months' experience.....	7.28
During the fourth six months' experience.....	7.87
During the fifth six months' experience.....	8.49
During the sixth six months' experience.....	9.11
Cook, female, qualified.....	7.90
Cook, female, unqualified—	
During the first six months' experience.....	4.87
During the second six months' experience.....	5.35
During the third six months' experience.....	5.83
During the fourth six months' experience.....	6.32
During the fifth six months' experience.....	6.80
During the sixth six months' experience.....	7.28
Cook's assistant.....	4.87
Grade I employee, male.....	7.28
Grade I employee, female.....	5.45
Grade II employee, male.....	4.65
Grade II employee, female.....	3.75
Handyman.....	11.15
Housekeeper.....	9.70
Lift attendant.....	4.87
Motor vehicle driver.....	8.49
Night watchman.....	5.35
Page.....	4.87
Porter, qualified.....	7.90
Porter, unqualified—	
During the first six months' experience.....	4.87
During the second six months' experience.....	5.56
During the third six months' experience.....	6.32
During the fourth six months' experience.....	7.04

„kelner, ongekwalifiseer,” ’n kelner met minder as twee jaar ondervinding;
 „kelnerin”, ’n vroulike werknemer wat tafels dek of afdek, etes of verversings bedien aan of dra na gaste en wat toebrondjies kan maak, slaagregte kan berei en betaling van gaste kan aanneem vir goeder, etes of verversings wat verskaf word;
 „kelnerin, gekwalifiseer,” ’n kelnerin met minstens een jaar ondervinding;
 „kelnerin, ongekwalifiseer,” ’n kelnerin met minder as een jaar ondervinding;
 „week”, met betrekking tot ’n sesdaagse bedryfsinrigting, ’n tydperk van ses dae van Maandag tot en met Saterdag, en met betrekking tot ’n sewedaagse inrigting, ’n tydperk van sewe dae van Maandag tot en met Sondag;
 „jaar”, ’n ononderbroke tydperk van 365 dae.

By die indeling van ’n werknemer vir die toepassing van hierdie Ooreenkoms moet dit beskou word dat hy tot dié klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE.

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

	Per week. R
(a) Werknemers, uitgesonderd los werknemers—	
Bestuurder.....	26.00
Bestuurderess.....	18.50
Assistent-bestuurder.....	19.50
Assistent-bestuurderess.....	11.20
Hoofkroegman.....	19.50
Hoofkelner.....	10.40
Hoofkelnerin.....	7.58
Hoofkok, of sjef, man.....	13.36
Hoofkok, of sjef, vrou.....	10.91
Kroegman, gekwalifiseer.....	16.00
Kroegman, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding....	7.28
Gedurende tweede ses maande ondervinding....	8.49
Gedurende derde ses maande ondervinding....	9.70
Gedurende vierde ses maande ondervinding....	10.91
Gedurende vyfde ses maande ondervinding....	12.12
Gedurende sesde ses maande ondervinding....	13.36
Kroegjong.....	4.87
Klerk, man, gekwalifiseer.....	13.15
Klerk, man, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding....	7.28
Gedurende tweede ses maande ondervinding....	8.84
Gedurende derde ses maande ondervinding....	10.29
Gedurende vierde ses maande ondervinding....	11.74
Klerk, vrou, gekwalifiseer.....	8.42
Klerk, vrou, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding....	5.81
Gedurende tweede ses maande ondervinding....	6.45
Gedurende derde ses maande ondervinding....	7.10
Gedurende vierde ses maande ondervinding....	7.77
Kok, man, gekwalifiseer.....	9.70
Kok, man, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding....	6.07
Gedurende tweede ses maande ondervinding....	6.67
Gedurende derde ses maande ondervinding....	7.28
Gedurende vierde ses maande ondervinding....	7.87
Gedurende vyfde ses maande ondervinding....	8.49
Gedurende sesde ses maande ondervinding....	9.11
Kok, vrou, gekwalifiseer.....	7.90
Kok, vrou, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding....	4.87
Gedurende tweede ses maande ondervinding....	5.35
Gedurende derde ses maande ondervinding....	5.83
Gedurende vierde ses maande ondervinding....	6.32
Gedurende vyfde ses maande ondervinding....	6.80
Gedurende sesde ses maande ondervinding....	7.28
Koksassistent.....	4.87
Graad I-werknemer, man.....	7.28
Graad I-werknemer, vrou.....	5.45
Graad II-werknemer, man.....	4.65
Graad II-werknemer, vrou.....	3.75
Faaktotum.....	11.15
Huishoudster.....	9.70
Hysbakbediende.....	4.87
Motorvoertuigbestuurder.....	8.49
Nagwag.....	5.35
Hoteljoggie.....	4.87
Portier, gekwalifiseer.....	7.90
Portier, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding....	4.87
Gedurende tweede ses maande ondervinding....	5.56
Gedurende derde ses maande ondervinding....	6.32
Gedurende vierde ses maande ondervinding....	7.04

Per Week.
R

Night porter, qualified.....	9.11
Night porter, unqualified—	
During the first six months' experience.....	4.87
During the second six months' experience.....	5.94
During the third six months' experience.....	7.04
During the fourth six months' experience.....	8.12
Receptionist, qualified.....	11.21
Receptionist, unqualified—	
During the first year of experience.....	8.41
During the second year of experience.....	9.35
During the third year of experience.....	10.26
Waiter, qualified.....	7.74
Waiter, unqualified—	
During the first six months' experience.....	4.87
During the second six months' experience.....	5.51
During the third six months' experience.....	6.18
During the fourth six months' experience.....	6.85
Waitress, qualified.....	6.37
Waitress, unqualified—	
During the first six months' experience.....	4.87
During the second six months' experience.....	5.75

Per Hour
or Part of
an Hour.
R

(b) Part-time employee, male.....	0.37
Part-time employee, female.....	0.30
(c) Casual employees—	

Class of Employee.	Four Hours Employment or less in any one Day.	Over four Hours but not exceed- ing Eight Hours Em- ployment in any one Day.	For each Hour or Part thereof of Employ- ment in Excess of eight Hours in any one Day.
	R	R	R
Barman.....	1.82	2.55	0.40
Cashier, male.....	2.91	4.00	0.57
Cashier, female.....	1.97	2.55	0.40
Cook, male.....	2.43	3.06	0.40
Cook, female.....	1.82	2.31	0.40
Waiter.....	1.09	1.76	0.34
Waitress.....	0.97	1.45	0.30
Grade II employee.....	0.61	0.95	0.12
Other casuals not here- inbefore specified.....	0.97	1.45	0.30

Provided that where a casual waitress is required to work on a Sunday she shall be paid an amount of not less than one rand sixty cents for eight hours' work or less and for each hour or part of an hour worked in excess of eight hours an amount of not less than thirty cents.

(2) *Basis of Contract.*—For the purpose of this clause and subject to the provisions of clause 16 the basis of contract of employment of an employee other than a casual employee, shall be weekly and save as provided in sub-clause (3) and clause 6 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 7 (1) or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees other than a grade II employee, to perform for longer than one hour in the aggregate on any one day, and an employer who requires or permits his grade II employee to perform for any period of 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 the whole day on which he performs such work:—

(A) In a seven-day establishment—

- in the case referred to in paragraph (a) of sub-clause (3) of this clause, one-seventh of such higher wages;
- in the case referred to in paragraph (b) of sub-clause (3) of this clause one-seventh of the wage prescribed in sub-clause (1) for an employee of his class, plus thirty per cent.

Per week.
R

Nagportier, gekwalifiseer.....	9.11
Nagportier, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	4.87
Gedurende tweede ses maande ondervinding.....	5.94
Gedurende derde ses maande ondervinding.....	7.04
Gedurende vierde ses maande ondervinding.....	8.12
Ontvangklerk, gekwalifiseer.....	11.21
Ontvangklerk, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	8.41
Gedurende tweede jaar ondervinding.....	9.35
Gedurende derde jaar ondervinding.....	10.26
Kelner, gekwalifiseer.....	7.74
Kelner, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	4.87
Gedurende tweede ses maande ondervinding.....	5.51
Gedurende derde ses maande ondervinding.....	6.18
Gedurende vierde ses maande ondervinding.....	6.85
Kelnerin, gekwalifiseer.....	6.37
Kelnerin, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	4.87
Gedurende tweede ses maande ondervinding.....	5.75

Per uur of
gedeelte
van 'n uur.
R

(b) Deeltydse werknemer, man.....	0.37
Deeltydse werknemer, vrou.....	0.30
(c) Los werknemers—	

Klas werknemer.	Vier uur diens of minder op enige be- paalde dag.	Meer as vier uur, maar hoogstens agt uur diens op enige be- paalde dag.	Vir elke uur of gedeelte van 'n uur diens meer as agt uur op enige bepaalde dag.
	R	R	R
Kroegman.....	1.82	2.55	0.40
Kassier, man.....	2.91	4.00	0.57
Kassier, vrou.....	1.97	2.55	0.40
Kok, man.....	2.43	3.06	0.40
Kok, vrou.....	1.82	2.31	0.40
Kelner.....	1.09	1.76	0.34
Kelnerin.....	0.97	1.45	0.30
Graad II-werknemer.....	0.61	0.95	0.12
Ander los werknemers nie hierbo gespesifiseer nie	0.97	1.45	0.30

Met dien verstande dat wanneer 'n los kelnerin op 'n Sondag moet werk, sy 'n bedrag van minstens een rand sestig sent vir agt uur werk of minder en vir elke uur of gedeelte van 'n uur wat sy meer as agt uur werk, 'n bedrag van minstens dertig sent betaal moet word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule en behoudens die bepalings in klousule 16 is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en behoudens die bepalings van subklousule (3) en klousule 6 (6), moet aan 'n werknemer, ten opsigte van 'n week, minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, hetsy hy gedurende dié week die maksimum getal gewone ure, voorgeskryf in klousule 7 (1), of minder, gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers, uitgesonderd 'n graad II-werknemer, vereis of hom toelaat om vir meer as altesaam een uur op enige dag, en 'n werkgewer wat van sy graad II-werknemer vereis of hom toelaat om vir enige tydperk op enige dag, hetsy benewens sy eie werk, of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

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

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

in subklousule (1) voorgeskryf word, moet dié werknemer ten opsigte van die hele dag waarop hy dié werk verrig, soos volg betaal:—

(A) In 'n sewedaagse bedryfsinrigting—

- in die geval in paragraaf (a) van subklousule (3) van hierdie klousule genoem, een-sewende van sodanige hoër loon;
- in die geval in paragraaf (b) van subklousule (3) van hierdie klousule genoem, een-sewende van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus dertig persent.

(B) In a six-day establishment—

- (i) in the case referred to in paragraph (a) of sub-clause (3) of this clause, one-sixth of such higher wage;
- (ii) in the case referred to in paragraph (b) of sub-clause (3) of this clause, one-sixth of the wage prescribed in sub-clause (1) for an employee of his class, plus thirty per cent;

provided that in the case of an employee referred to in paragraph (A) (ii) and (B) (ii) such employee shall not be entitled to an aggregate amount in respect of the day on which he performs such work greater than the amount which would have accrued to a qualified employee in such higher class at the rate prescribed in sub-clause (1); provided further that where the sole difference, between classes is in terms of sub-clause (1) based on experience, sex or age, or where an employee is required for not more than one day in any week to take the place of any other employee during the latter's free period referred to in clause 7 (3), the provisions of this sub-clause shall not apply.

(4) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 6 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

(5) *Transport Allowance.*—A casual employee shall, unless transport is provided by the employer free of charge in addition to the wage prescribed in clause 4 (1) (c) be paid his railway, tram or bus fare from his residence to his place of employment and back.

(6) *Dress Allowance.*—Whenever a casual employee is required by his employer to wear evening dress or a white jacket (unless such garments are provided by the employer) he shall in respect of each such occasion and in addition to the wage prescribed in clause 4 (1) (c), be paid an amount not less than 25 cents in respect of evening dress and 10 cents in respect of white jacket.

(7) *Meals or Meal Allowance.*—Where a casual employee is on duty during the meal time of an establishment his employer shall provide him with a meal or shall pay to him in addition to the wage prescribed in clause 4 (1) (c) an amount not less than 10 cents if he is an employee other than a cook's assistant, grade I employee, or grade II employee and not less than 5 cents if he is a cook's assistant, grade I employee or grade II employee.

(8) *Long Service Allowance.*—In addition to the weekly wage paid to an employee, an employer shall pay annually to each employee who has been employed with the same employer for a continuous period of—

- three years: a long service allowance of R6.50;
- four years: a long service allowance of R6.50;
- five years: a long service allowance of R6.50;
- six years: a long service allowance of R13.00;
- seven years: a long service allowance of R13.00;
- eight years: a long service allowance of R13.00;
- nine years or longer: a long service allowance of R20.80;

plus an amount of not less than the cost of living allowance payable on a weekly wage equal to the long service allowance, such allowance to be paid not later than the last working day before the commencement of the employees' annual leave. An employee who has become entitled to long service allowance and whose contract of employment terminates during any period of twelve months employment before such allowance has been paid, shall receive one fifty-second of the yearly allowance prescribed in his case for each completed week work during such period of employment.

5. COST-OF-LIVING ALLOWANCE.

In addition to the wages prescribed in this Agreement employees shall be paid cost-of-living allowances as set out in War Measure No. 43 of 1942, as amended, or as may be amended from time to time. Such allowances shall be paid at the same time as the employees' ordinary remuneration.

6. PAYMENT OF REMUNERATION.

(1) *An Employee other than a Casual Employee.*—Save as provided in clause 8 (3) any amount due to an employee shall be paid in money weekly, or if the employer and employee have agreed thereto, monthly, during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day, and shall be contained in an envelope showing thereon the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Casual Employees.*—An employer shall pay the remuneration due to his casual employee in money within twenty-four hours of the termination of his employment.

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

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

(B) In 'n sesdaagse bedryfsinrigting—

- (i) in die geval in paragraaf (a) van subklousule (3) van hierdie klousule genoem, een-sesde van dié hoër loon;
- (ii) in die geval van paragraaf (b) van subklousule (3) van hierdie klousule genoem, een-sesde van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus dertig persent;

Met dien verstande dat in die geval van 'n werknemer in paragraaf (A) (ii) en (B) (ii) genoem, so 'n werknemer nie ten opsigte van die dag waarop hy die werk verrig, op 'n totale bedrag geregtig is wat groter is as dié wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas verskuldig sou gewees het teen die skaal wat in subklousule (1) voorgeskryf word nie: Voorts met dien verstande dat as die enigste verskil tussen klasse kragtens subklousule (1) op ondervinding, geslag of ouderdom gebaseer is, of as van 'n werknemer verlang word om vir hoogstens een dag in enige week die plek van 'n ander werknemer te neem gedurende laasgenoemde se diensvrytydperk in klousule 7 (3) genoem, die bepalings van hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 6 (1) maandeliks betaal word, moet die bedrag van dié loon bereken word teen die skaal van vier en een-derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) *Vervoertoelae.*—Tensy die werkgever kostelose vervoer verskaf, moet aan 'n los werknemer, benewens die loon wat in klousule 4 (1) (c) voorgeskryf word, sy spoor-, trem- of busgeld van sy woonplek na sy werkplek en terug betaal word.

(6) *Kleretoelae.*—As 'n werkgever van 'n werknemer vereis om 'n aandpak of 'n wit baadjie te dra (tensy dié kledingstukke deur die werkgever verskaf word) moet hy die werknemer ten opsigte van elke sodanige geleentheid en benewens die loon wat in klousule 4 (1) (c) voorgeskryf word, 'n bedrag van minstens 25 sent ten opsigte van 'n aandpak en 10 sent ten opsigte van 'n wit baadjie betaal.

(7) *Etes of toelae vir etes.*—As 'n los werknemer gedurende die etensuur van 'n bedryfsinrigting diens doen, moet sy werkgever hom van 'n ete voorsien of hom, benewens die loon wat in klousule 4 (1) (c) voorgeskryf word, 'n bedrag van minstens 10 sent betaal as hy 'n ander werknemer as 'n koksassistent, graad I-werknemer, of graad II-werknemer is, en minstens 5 sent as hy 'n koksassistent, graad I-werknemer of graad II-werknemer is.

(8) *Toelae vir lang diens.*—Benewens die weekloon wat aan 'n werknemer betaal word, moet 'n werkgever jaarliks aan 'n werknemer wat in diens van dieselfde werkgever was vir 'n ononderbroke tydperk van—

- drie jaar: 'n toelae van R6.50 vir lang diens;
- vier jaar: 'n toelae van R6.50 vir lang diens;
- vyf jaar: 'n toelae van R6.50 vir lang diens;
- ses jaar: 'n toelae van R13.00 vir lang diens;
- sewe jaar: 'n toelae van R13.00 vir lang diens;
- agttien jaar: 'n toelae van R13.00 vir lang diens;
- nege jaar of langer: 'n toelae van R20.80 vir lang diens;

betaal, plus 'n bedrag van minstens die lewenskostetoelae betaalbaar op 'n weekloon gelyk aan die langdiensetoelae, en sodanige toelae moet uiterlik op die laaste werkdag voor dié begin van die werknemers se jaarlikse verlof betaal word. 'n Werknemer wat op 'n toelae vir lang diens geregtig geword het en wie se dienskontrak gedurende enige tydperk van twaalf maande diens eindig voordat dit betaal is, moet een twee-en-vyftigste ontvang van die jaarlikse toelae vir sodanige volle week gewerk gedurende sodanige diens tydperk.

5. LEWENSKOSTETOELAE.

Benewens die lone in hierdie Ooreenkoms voorgeskryf, moet lewenskostetoelae aan werknemers betaal word, soos bepaal by Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word. Sulke toelae moet terselfdertyd as die werknemers se gewone besoldiging betaal word.

6. BETALING VAN BESOLDIGING.

(1) *'n Werknemer, uitgesonderd 'n los werknemer.*—Behoudens die bepalings van klousule 8 (3), moet enige bedrag aan 'n werknemer verskuldig, weekliks, of as 'n werkgever en werknemer aldus ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind, en dit moet in 'n koeverst wees waarop die naam van die werkgever en van die werknemer, die werknemer se beroep, die getal gewone ure en oortydure gewerk, die verskuldigde besoldiging en die tydperk waarvoor betaling gedoen word, genoem word.

(2) *Los werknemer.*—'n Werkgever moet die besoldiging wat aan sy los werknemer verskuldig is, binne 24 uur na sy diensbeëindiging in kontant betaal.

(3) *Premies.*—Ten opsigte van werkverskaffing aan, of opleiding van 'n werknemer mag geen betaling regstreeks of onregstreeks aan 'n werkgever gedoen of deur hom aangeneem word nie.

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

(5) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, and the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

- With the written consent of the employee a deduction for holiday, sick, insurance, provident or pension funds.
- A deduction for levies in terms of clause 20 of this Agreement.
- Except where otherwise provided in this Agreement, whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- A deduction of any amount which an employer by any statutory law or any order of any competent court is required or permitted to make.
- Where an employee (other than a casual employee) agrees to accept, or in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, is required to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

- Employee other than page, lift attendant, night watchman, barboy, cook's assistant, grade I female, and grade II employee:

	Per Week.	Per Month.
	R	R
Board.....	1.45	6.28
Lodging.....	0.80	3.47
Board and Lodging.....	2.25	9.75

- Page, lift attendant, night watchman, barboy, cook's assistant, grade I female and grade II employee:

	Per Week.	Per Month.
	R	R
Board.....	0.69	3.00
Lodging.....	0.46	2.00
Board and lodging.....	1.15	5.00

- Where a barman agrees to accept less than three meals per day a deduction of 10 cent for each meal supplied.

- A deduction of subscriptions to the Trade Union in terms of clause 26 of this Agreement.

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

(1) The ordinary hours of work of an employee, other than a casual employee, shall not in any week exceed—

- in a seven-day establishment—
 - in the case of a barman, 53 hours;
 - in the case of a waiter, a waitress and a wine steward, 57 hours;
 - in the case of all other employees, 58 hours;

- in a six-day establishment—
 - in the case of a barman, 50 hours;
 - in the case of all other employees, 52 hours.

- The ordinary hours of work of a casual employee shall not exceed nine on any day.

(2) *Meal Breaks*.—Every employee shall be granted not less than thirty minutes for each meal falling within his hours of work, during which time he shall not be allowed to work and no employee shall work longer than six hours without an interval of at least thirty minutes for a meal; such meal times shall be included in the spreadover but shall not form part of the hours worked.

(3) *Weekly Time off Duty in Seven-Day Establishments*.—An employer shall grant—

- to each of his employees other than a chef, head cook or cook, either—
 - one free period of twenty-four consecutive hours from midnight to midnight in each week; or
 - subject to clause 8 (1) (c), if the employer and his employee agree thereto, one free period of twenty-four consecutive hours from midnight to midnight in one week and one free period of not less than fourteen consecutive hours from 2.30 p.m. in the other week of each fortnight;

(5) *Etes en huisvesting*.—Behoudens die bepalinge van die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturelle-arbeid Regelingswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om van hom etes en/of huisvesting aan te neem of by enige persoon, of op enige plek, deur hom aangewys, etes en/of huisvesting aan te neem nie.

(6) *Boetes en aftrekkings*.—'n Werkgewer mag sy werknemer geen boetes ople nie, nóg enige bedrae van sy werknemer se besoldiging aftrek, uitgesonderd die volgende:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof-, siekte-, versekerings-, voorsorg- of pensioenfondse;
- 'n bedrag vir heffings ingevolge klousule 20 van hierdie Ooreenkoms;
- behoudens soos in klousule 9 bepaal, wanneer sy werknemer self van die werk wegbly of as gevolg van 'n ongeluk of siekte afwesig is, 'n *pro rata*-bedrag vir die tydperk van sy afwesigheid;
- enige bedrag wat 'n werknemer ingevolge enige wet of enige bevel van 'n bevoegde hof, verplig of toegelaat word om af te trek;
- as 'n werknemer, uitgesonderd 'n los werknemer, toestem of ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet 1945, of die Naturelle-arbeid Regelingswet, 1911, verplig is om van sy werkgewer etes en/of huisvesting aan te neem, 'n bedrag van hoogstens ondergenoemde:—

- Werknemer, uitgesonderd 'n hoteljoggie, hybakbediende, nagwag, kroegjong, koksassistent en vroulike graad I-werknemer en graad II-werknemer:

	Per week.	Per maand.
	R	R
Etes.....	1.45	6.28
Huisvesting.....	0.80	3.47
Etes en huisvesting.....	2.25	9.75

- Hoteljoggie, hybakbediende, nagwag, kroegjong, koksassistent en vroulike graad I-werknemer en graad II-werknemer:

	Per week.	Per maand.
	R	R
Etes.....	0.69	3.00
Huisvesting.....	0.46	2.00
Etes en huisvesting.....	1.15	5.00

- as 'n kroegman toestem om minder as drie etes per dag aan te neem, 'n bedrag van 10 sent vir elke ete wat verskaf word;

- 'n bedrag vir ledegeld aan die Vakvereniging ingevolge klousule 26 van hierdie Ooreenkoms.

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

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer, is in enige week hoogstens—

- in 'n sewedaagse bedryfsinrigting—
 - in die geval van 'n kroegman, 53 uur;
 - in die geval van 'n kelner, kelnerin of 'n wynkelner, 57 uur;
 - in die geval van alle ander werknemers, 58 uur;

- in 'n sesdaagse bedryfsinrigting—
 - in die geval van 'n kroegman, 50 uur;
 - in die geval van alle ander werknemers, 52 uur;

- die gewone werkure van 'n los werknemer is hoogstens nege op enige dag.

(2) *Etenspouses*.—Elke werknemer moet vir elke ete wat binne sy werkure val, minstens 30 minute toegestaan word, en gedurende dié tyd mag hy nie toegelaat word om te werk nie en geen werknemer mag sonder 'n pouse van minstens 30 minute vir 'n ete, langer as ses uur werk nie; sulke etenstye is in die werkdagindeling inbegrepe, maar vorm nie deel van die ure wat gewerk word nie.

(3) *Weeklikse diensvrytyd in sewedaagse bedryfsinrigtings*.—'n werkgewer moet—

- aan elkeen van sy werknemers, uitgesonderd 'n sjef, hoofkok of kok, of—
 - een diensvrytydperk van minstens vier-en-twintig aaneenlopende ure van middernag tot middernag in elke week; of
 - behoudens klousule 8 (1) (c), as die werkgewer en sy werknemer aldus ooreenkoms, een diensvrytydperk van vier-en-twintig aaneenlopende ure van middernag tot middernag in een week, en een diensvrytydperk van minstens veertien aaneenlopende ure van 2.30 nm. in die ander week van elke 14 dae;

(b) to his chef, head cook or cook one free period of not less than sixteen consecutive hours from 2.30 p.m. in each week;

during which periods he shall not require or permit such employee to work; provided that where an employee's weekly rest period is granted on any one of the public holidays mentioned in clause 10 of this Agreement, such employee shall be given either an additional day off duty or be paid one extra day's wages in lieu thereof.

(4) *Overtime*.—All hours worked in excess of the ordinary hours, prescribed in sub-clause (1) shall be deemed to be overtime.

(5) *Limitation of Overtime*.—An employer shall not require or permit his employee to work overtime for more than nine hours in any week.

(6) *Payment for Overtime*.—An employer shall pay to his employee in respect of each hour of overtime worked by such employee at a rate of not less than one and one-half times his ordinary rate of wages, such hourly wages to be calculated by dividing the rate of wages paid plus one-half, by the number of hours permitted to be worked by an employee, of his class as prescribed, in sub-clause (1). Calculation of overtime worked shall be reckoned weekly and any portion of an hour worked shall be deemed to be one hour.

(7) *Spreadover*.—All hours of work and meal breaks shall be completed within a spreadover of fourteen hours.

(8) *Savings*.—The provisions of this clause shall not apply to a manager, the wife of the manager, a manageress or to an employee who is in receipt of a wage at the rate of R1,352 or more per annum, and sub-clause (3) and (7) shall not apply to a porter, casual employee or night watchman.

8. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2), an employer shall in respect of each completed year of employment with him grant on full pay—

(a) to his chef, head cook and cook, four consecutive weeks' leave;

(b) to his manager, the wife of the manager, a manageress, porter, night watchman and employees in receipt of a wage at the rate of R1,352 or more per annum three consecutive weeks' leave;

(c) to each of his employees whose weekly time-off is granted in terms of clause 7 (3) (a) (ii), three consecutive weeks' leave;

(d) to each of his other employees, two consecutive weeks' leave;

(e) and in addition to the foregoing, an employer shall grant to all those employees specified in sub-clauses (b), (c) and (d) who have completed three or more consecutive years' service with the same employer, an extra one week's leave on full pay, or one week's full pay in lieu thereof. All leave to run consecutively.

(2) The leave referred to in sub-clause (1) shall be granted to a time to be fixed by the employer; provided that—

(i) if such leave has not been granted earlier it shall be granted within three months of the completion of the year of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 9 nor with any period of military training;

(iii) if New Year's Day, Good Friday, Ascension Day, Heroes' 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;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;

(v) no employee shall work for wages or other consideration whilst on leave of absence on full pay;

(vi) for the purpose of this clause the expression "the same employer" shall include in the case of the sale of the business the purchaser thereof.

(3) *Leave Remuneration*.—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than on the last work-day before the date of the commencement of such leave.

(4) An employee who has been in employment with the same employer for a period of not less than four consecutive months and whose contract of employment terminates in the first or any subsequent year of employment with such employer before the period of leave referred to in sub-clause (1) has accrued and after the lapse of the said period of four months shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than—

(a) in the case of a chef or head cook or cook, one-third; and

(b) aan sy sjef, hoofkok of kok een diensvrytydperk van minstens sesien aaneenlopende ure vanaf 2.30 nm. in elke week, toestaan;

waarin hy van sodanige werknemer nie mag vereis of hom mag toelaat om te werk nie: Met dien verstande dat as 'n werknemer se weeklikse rusttydperk op enigen van die openbare vakansiedae wat in klousule 10 van hierdie Ooreenkoms genoem word, toegestaan word, aan so 'n werknemer of 'n bykomstige dag vry gegee moet word of aan hom een ekstra dag se loon in plaas daarvan betaal moet word.

(4) *Oortyd*.—Alle ure wat meer as die gewone ure, voorgeskryf in subklousule (1), gewerk word, word as oortyd gereken.

(5) *Beperking van oortydwerk*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as nege uur gedurende enige week oortyd te werk nie.

(6) *Betaling vir oortydwerk*.—'n Werkgewer moet sy werknemer ten opsigte van elke uur wat so 'n werknemer oortyd werk, betaal teen 'n skaal van minstens een en 'n half maal sy gewone loonskaal, en dié uurloon word bereken deur die loonskaal wat betaal word, plus een halwe, te deel deur die getal ure wat 'n werknemer van sy klas toegelaat word om te werk soos voorgeskryf in subklousule (1). Oortyd wat gewerk word, moet weekliks bereken word en 'n gedeelte van 'n uur wat gewerk is, word as een uur gereken.

(7) *Werkdagindeling*.—Alle werkure en etenspouses moet binne 'n werkdagindeling van veertien uur voltooi word.

(8) *Voorbehoudsbepalings*.—Die bepalinge van hierdie klousule is nie op 'n bestuurder, die vrou van die bestuurder, 'n bestuurderes of op 'n werknemer wat besoldiging teen 'n skaal van R1,352 of meer per jaar ontvang, van toepassing nie; en subklousule (3) en (7) is nie op 'n portier, los werknemer of nagwag van toepassing nie.

8. JAARLIKSE VERLOF.

(1) Behoudens die bepalinge van subklousule (2) moet 'n werkgewer ten opsigte van elke volle jaar diens by hom, die volgende verlof, met volle betaling toestaan:—

(a) Aan sy sjef, hoofkok en kok, vier agtereenvolgende weke;

(b) aan sy bestuurder, die vrou van die bestuurder, 'n bestuurderes, portier, nagwag, en werknemers met 'n besoldiging teen 'n skaal van R1,352 of meer per jaar, drie agtereenvolgende weke;

(c) aan elkeen van sy werknemers wie se weeklikse diensvrytydperk kragtens klousule 7 (3) (a) (ii) toegestaan word, drie agtereenvolgende weke;

(d) aan elkeen van sy ander werknemers, twee agtereenvolgende weke;

(e) en aan al die werknemers in subklousules (b), (c) en (d) genoem wat drie of meer agtereenvolgende jare diens by dieselfde werkgewer voltooi het, benewens die voorgaande, een ekstra week verlof met volle betaling, of een volle week se betaling in plaas daarvan. Alle verlof moet aaneenlopend wees.

(2) Die verlof in subklousule (1) genoem, moet toegestaan word op 'n tyd wat die werknemer vasstel. Met dien verstande dat—

(i) indien sodanige verlof nie eerder toegestaan is nie, dit binne drie maande na beëindiging van die diensjaar waarop dit betrekking het, toegestaan moet word;

(ii) die tydperk van sodanige verlof nie met siekteverlof, toegestaan ooreenkomstig klousule 9 of met enige tydperk van militêre opleiding nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Helde-dag, Gelofte-dag of Kersdag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n bykomende tydperk van verlof met volle betaling;

(iv) 'n werkgewer van sodanige verlof enige dag geleentheidsverlof kan aftrek wat aan sy werknemer op dié se skriftelike versoek met volle betaling toegestaan is gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het;

(v) geen werknemer gedurende sy verlof met volle betaling, vir loon of ander besoldiging mag werk nie;

(vi) vir die toepassing van hierdie klousule die uitdrukking „dieselfde werkgewer” in die geval van die verkoop van die besigheid, die koper daarvan insluit.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van jaarlikse verlof in subklousule (1) genoem, moet op of voor die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word.

(4) 'n Werknemer wat vir 'n tydperk van minstens vier agtereenvolgende maande by dieselfde werkgewer in diens was en wie se dienskontrak in die eerste, of 'n daaropvolgende jaar diens by sodanige werkgewer eindig voordat die verlof, in subklousule (1) genoem, opgeloo het en na verloop van genoemde tydperk van vier maande, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging, in plaas van verlof en ten opsigte van elke voltooide maand van sodanige tydperk van korter as een jaar—

(a) in die geval van 'n sjef, of hoofkok, of 'n kok, minstens een-derde; en

- (b) in the case of a manager, the wife of the manager, a manageress, porter, night watchman, an employee in receipt of wages at the rate of R1,352 or more per annum and an employee whose weekly time-off is granted in terms of clause 7 (3) (a) (ii), one-fourth;
- (c) in the case of any other employee, one-sixth;

of the weekly wage plus cost-of-living allowance, he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

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

- (a) absent on leave in terms of sub-clause (1);
- (b) undergoing military training;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent on sick leave in terms of clause 9;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (c) and (d) plus the period of any training referred to in item (b) 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 leave in terms of the Agreement published under Government Notice No. 744, dated the 15th May, 1959, from the date on which such employee became entitled to such leave under such Agreement;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom the Agreement published under Government Notice No. 744, dated the 15th May, 1959, applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement, whichever is the later.

(7) *Savings.*—The provisions of this clause shall not apply to a part-time employee.

(8) For the purpose of this clause, "month" means a period commencing on any date of a calendar month and ending on the day preceeding the same date of the following calendar month.

9. SICK LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee (other than a casual employee) after the completion of four month's employment with him, who is absent from work through incapacity—

- (a) in the case of an employee who works in a seven-day establishment, fourteen work-days; and
- (b) in the case of an employee who works in a six-day establishment, twelve work-days;

sick leave in the aggregate during any period of twelve consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this sub-clause not less than the wage he would have received had he worked during such period; Provided that where an employee has had three or more consecutive years' service with the same employer, he shall be granted one extra week's sick leave.

(2) An employer may as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity.

- (3) For the purpose of this clause the expression—
- (a) "employment" and "month" shall have the same meaning as in sub-clauses (6) and (8) of clause 8;
- (b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

10. PUBLIC HOLIDAYS.

An employee, other than a casual employee and a part-time employee, shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Heroes' Day, Day of the Covenant and Christmas Day; unless he is required to work on any such day, in which case his employer shall pay to him in respect of any such day extra wage at the rate of not less than one-seventh in the case of seven-day establishments and one-sixth in the case of six-day establishments, of the weekly wage prescribed in clause (4) (1) of the Agreement.

(b) in die geval van 'n bestuurder, die vrou van die bestuurder, 'n bestuurderes, portier, nagwag, 'n werknemer met 'n besoldiging teen 'n skaal van R1,352 of meer per jaar en 'n werknemer wie se weeklikse diensvrytyd toegestaan word kragtens klousule 7 (3) (a) (ii), minstens een-vierde en

(c) in die geval van alle ander werknemers, minstens een-sesde; van die weekloon, plus lewenskostetoelae, betaal word wat hy op die datum onmiddellik voor sodanige beëindiging ontvang het.

(5) Aan 'n werknemer wat geregtig geword het op verlof kragtens subklousule (1) en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrae, in subklousules (1) en (4) genoem, ten opsigte van verlof betaal word.

(6) Vir die toepassing van hierdie klousule word daar beskou dat die uitdrukking „diens” enige tydperk of tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) militêre opleiding ondergaan;
- (c) van sy werk afwesig is op las of op versoek van sy werk-gewer;
- (d) met siekteverlof kragtens klousule 9 afwesig is;

wat altesame hoogstens tien weke in enige jaar beloop ten opsigte van items (a), (c) en (d), plus die tydperk van opleiding genoem in item (b) wat gedurende dié jaar meegemaak is, en daar word beskou dat die diens soos volg begin:—

- (i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, ingevolge die Ooreenkoms wat by Goewermentskennisgewing No. 744 van 15 Mei 1959 gepubliseer is, op verlof geregtig geword het, vanaf die datum waarop dié werknemer op dié verlof ingevolge dié ooreenkoms geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die aanvangsdatum van hierdie Ooreenkoms in diens was en op wie die Ooreenkoms wat by Goewermentskennisgewing No. 744 van 15 Mei 1959 gepubliseer is, van toepassing was, maar wat nie op verlof ingevolge daarvan geregtig geword het nie, vanaf die datum waarop dié diens begin het;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het, of vanaf die datum waarop hierdie Ooreenkoms van krag word, nl. die jongste datum.

(7) *Voorbehoudsbepaling.*—Die bepalinge van hierdie klousule is nie op 'n deeltydse werknemer van toepassing nie.

(8) Vir die toepassing van hierdie klousule beteken „maand” 'n tydperk wat op enige datum van 'n kalendermaand begin en op die dag eindig wat dieselfde datum van die volgende kalendermaand voorafgaan.

9. SIEKTEVERLOF.

(1) Na vier maande diens by hom moet 'n werkgever, behoudens die bepalinge van subklousule (2), aan sy werknemer (uitgesonderd 'n los werknemer), wat van sy werk afwesig is weens ongeskiktheid, die volgende toestaan:—

- (a) In die geval van 'n werknemer wat in 'n sewedaagse bedryfsinrigting werk, veertien werkdag; en
- (b) in die geval van 'n werknemer wat in 'n sesdaagse bedryfsinrigting werk, twaalf werkdag;

siekteverlof altesame gedurende enige diensjaar by hom en moet hy aan hom, ten opsigte van die afwesigheids tydperk kragtens die bepalinge hiervan, minstens die loon betaal wat hy sou ontvang het indien hy gedurende sodanige tydperk gewerk het: Met dien verstande dat as 'n werknemer 'n dienstdag van drie of meer agtereenvolgende jare by dieselfde werkgever het, hy siekteverlof vir een week ekstra toegestaan moet word.

(2) 'n Werkgever mag as 'n voorafgestelde voorwaarde tot sy betaling van enige bedrag kragtens hierdie klousule deur 'n werknemer geëis ten opsigte van enige afwesigheid van die werk, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is en die aard en duur van die werknemer se ongeskiktheid bevestig.

(3) Vir die toepassing van hierdie klousule het die uitdrukkinge—

- (a) „diens” en „maand” dieselfde betekenis as in subklousules (6) en (8) van klousule 8;
- (b) „ongeskiktheid” beteken die onvermoë om te werk weens 'n siekte of besering wat nie deur 'n werknemer se eie wangedrag veroorsaak is nie: Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, as ongeskiktheid geag word slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

10. OPENBARE VAKANSIEDAE.

Aan 'n werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, moet verlof met volle betaling toegestaan word op Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Helledag, Gelofte-dag en Kersdag, tensy van hom vereis word om op enige sodanige dag te werk, en dan moet sy werkgever aan hom ten opsigte van enige sodanige dag ekstra besoldiging betaal teen 'n skaal van minstens een-sewende, in die geval van sewedaagse bedryfsinrigtings, en een-sesde in die geval van sesdaagse bedryfsinrigtings, van die weekloon voorgeskryf in klousule 4 (1) van die Ooreenkoms.

11. PROPORTION OR RATIO.

(1) *Male Clerical Employee.*—An employer shall not employ an unqualified male clerical employee unless he has in his employ a qualified male clerical employee and for each qualified male clerical employee employed not more than one unqualified male clerical employee may be employed by him.

(2) *Female Clerical Employee.*—An employer shall not employ an unqualified female clerical employee unless he has in his employ a qualified female clerical employee and for each qualified female clerical employee not more than one unqualified female clerical employee may be employed by him.

(3) *Barman.*—An employer shall not employ an unqualified barman unless he has in his employ one qualified barman and for each qualified barman employed not more than one unqualified barman may be employed, who shall only be permitted to work under the constant supervision of a qualified barman.

(4) *Cook.*—An employer shall not employ an unqualified cook unless he has in his employ one qualified cook, and for each qualified cook not more than one unqualified cook may be employed.

(5) *Porter.*—An employer shall not employ an unqualified porter unless he has in his employ one qualified porter, and for each two qualified porters employed not more than one unqualified porter may be employed.

(6) *Waiter and/or Waitress.*—An employer shall not employ an unqualified waiter unless he has in his employ one qualified waiter nor an unqualified waitress unless he has in his employ one qualified waitress, and for each three qualified waiters employed not more than one unqualified waiter may be employed, and for each three qualified waitresses employed not more than one unqualified waitress may be employed.

(7) For the purpose of this clause—

(a) any unqualified male clerical employee, female clerical employee, barman, cook, porter, waiter or waitress receiving not less than the wage prescribed in clause 4 (1) for a qualified male clerical employee, female clerical employee, barman, cook, porter, waiter or waitress, respectively, may be reckoned as a qualified male clerical employee, female clerical employee, barman, cook, porter, waiter or waitress, as the case may be;

(b) an employer who is wholly or substantially engaged in performing the work of a clerical employee, barman or cook in his own establishment, may be reckoned a qualified clerical employee, barman or cook, as the case may be;

(c) where an employer carries on business in more than one establishment, or where in any establishment there is more than one bar, each such establishment or bar shall be deemed to be a separate establishment or bar and such employer shall not be reckoned as a qualified clerical employee, barman or cook for more than one such establishment or bar.

12. UNIFORMS OR WHITE COATS.

(1) An employer who requires his employee, other than a barman or casual employee, to wear a uniform, apron or white coat shall supply such uniform, apron or white coat free of charge and shall at his own expense clean and launder it and maintain it in a fit and proper state of repair, but such garment or article shall remain the property of the employer. Further that where an employer requires employees to wear trousers of a particular colour, he shall supply such free of charge or compensate the employee by payment of an amount of not less than thirty cents (30c) per week.

(2) An employer shall supply his barman with a jacket free of charge, to be worn whilst on duty and shall at his own expense clean, launder and maintain it in a fit and proper state of repair. Such jacket shall remain the property of the employer.

13. LATE HOUR TRANSPORT.

Where an employee other than a casual employee is required to work after the hour when public transport is normally available, the employer shall provide or pay for transport to the employee's house.

14. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF SIXTEEN YEARS.

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

15. CERTIFICATES OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such an employee with an indelibly inscribed certificate of service showing the full names of the employer and the employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination. All certificates issued by such employer shall be numbered consecutively and a duplicate copy of each certificate issued shall be delivered by the employer to the Secretary of the Council, and in addition employers shall at the end of each month notify the Secretary of the Council giving particulars in form of Annexure B of employees engaged and discharged during the month.

11. GETALSVIRHOUDING.

(1) *Manlike klerk.*—'n Werkgewer mag geen ongekwalifiseerde manlike klerk in diens hê nie, tensy hy een gekwalifiseerde manlike klerk in diens het, en vir elke gekwalifiseerde manlike klerk in diens mag hy nie meer as een ongekwalifiseerde manlike klerk in diens hê nie.

(2) *Vroulike klerk.*—'n Werkgewer mag geen ongekwalifiseerde vroulike klerk in diens hê nie, tensy hy een gekwalifiseerde vroulike klerk in diens het, en vir elke gekwalifiseerde vroulike klerk in diens mag hy nie meer as een ongekwalifiseerde vroulike klerk in diens hê nie.

(3) *Kroegman.*—'n Werkgewer mag geen ongekwalifiseerde kroegman in diens hê nie, tensy hy een gekwalifiseerde kroegman in diens het, en vir elke gekwalifiseerde kroegman in diens mag hoogstens een ongekwalifiseerde kroegman in diens wees, wat alleen toegelaat sal word om onder gedurige toesig van 'n gekwalifiseerde kroegman te werk.

(4) *Kok.*—'n Werkgewer mag geen ongekwalifiseerde kok in diens hê nie, tensy hy een gekwalifiseerde kok in diens het, en vir elke gekwalifiseerde kok mag nie meer as een ongekwalifiseerde kok in diens wees nie.

(5) *Portier.*—'n Werkgewer mag geen ongekwalifiseerde portier in diens hê nie, tensy hy een gekwalifiseerde portier in diens het en vir elke twee gekwalifiseerde portiers in diens mag hoogstens een ongekwalifiseerde portier in diens wees.

(6) *Kelner en/of kelnerin.*—'n Werkgewer mag nie 'n ongekwalifiseerde kelner in diens hê nie, tensy hy een gekwalifiseerde kelner in diens het, nóg 'n ongekwalifiseerde kelnerin in diens hê tensy hy een gekwalifiseerde kelnerin in diens het, en vir elke drie gekwalifiseerde kelniers in diens mag hoogstens een ongekwalifiseerde kelner in diens wees en vir elke drie gekwalifiseerde kelnerinne in diens mag hoogstens een ongekwalifiseerde kelnerin in diens wees.

(7) Vir die toepassing van hierdie klousule—

(a) kan enige ongekwalifiseerde manlike klerk, vroulike klerk, kroegman, kok, portier, kelner of kelnerin wat minstens die loon ontvang wat in klousule 4 (1) onderskeidelik voorgeskryf is vir 'n gekwalifiseerde manlike klerk, vroulike klerk, kroegman, kok, portier, kelner of kelnerin, na gelang van die geval, as 'n gekwalifiseerde manlike klerk, vroulike klerk, kroegman, kok, portier, kelner of kelnerin gereken word;

(b) kan 'n werkgewer wat in sy eie bedryfsinrigting geheel en al of hoofsaaklik die werk van 'n klerk, kroegman of kok verrig, na gelang van die geval, as 'n gekwalifiseerde klerk, kroegman of kok, gereken word;

(c) as 'n werkgewer in meer as een bedryfsinrigting sy bedryf uitoefen, of as daar in 'n bedryfsinrigting meer as een kroeg is, word elke sodanige bedryfsinrigting of kroeg as 'n afsonderlike bedryfsinrigting of kroeg beskou, en kan sodanige werkgewer nie vir meer as een sodanige bedryfsinrigting of kroeg as 'n gekwalifiseerde klerk, kroegman of kok gereken word nie.

12. UNIFORMS OF WIT BAADJIES.

(1) 'n Werkgewer wat van sy werknemer, uitgesonderd 'n kroegman of los werknemer, vereis om 'n uniform, voorskoot of wit baadjie te dra, moet sodanige uniform, voorskoot of wit baadjie gratis verskaf en dit op eie koste laat skoonmaak en was, en in goeie en behoorlike toestand hou, maar sodanige kledingstuk bly die werkgewer se eiendom. Voorts, moet 'n werkgewer wat van sy werknemers vereis om broeke van 'n besondere kleur te dra, dit kosteloos verskaf of die werknemer vergoed deur hom 'n bedrag van minstens dertig sent (30c) per week te betaal.

(2) 'n Werkgewer moet aan sy kroegmanne baadjies gratis verskaf om in die werk te dra, en hy moet dit op eie onkoste laat skoonmaak en was, en in 'n goeie en behoorlike toestand hou. Sulke baadjies bly die werkgewer se eiendom.

13. NA-UURSE VERVOER.

As daar van 'n werknemer, uitgesonderd 'n los werknemer, vereis word om na die tydstop te werk wanneer openbare vervoer gewoonweg beskikbaar is, moet die werkgewer vervoer na die werknemer se huis verskaf of daarvoor betaal.

14. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE OUDERDOM VAN SESTIEN JAAR.

Geen werkgewer mag enigeen onder die ouderdom van sesien jaar in diens neem nie.

15. DIENSSERTIFIKATE.

By beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgewer aan dié werknemer 'n dienssertifikaat uitreik waarin die volle naam van die werkgewer en werknemer, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die besoldiging op die datum van sodanige beëindiging in onuitwisbare skrif vermeld word. Alle sertifikate wat deur so 'n werkgewer uitgereik word, moet in volgorde genummer word en 'n duplikaat van elke uitgereikte sertifikaat moet deur die werkgewer aan die Sekretaris van die Raad oorhandig word en bowendien moet werkgewers aan die einde van elke maand die Sekretaris van die Raad in kennis stel, met verstrekking van besonderhede in die vorm van Aanhangsel B, van werknemers wat gedurende die maand in diens geneem of ontslaan is.

16. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, shall—

- (a) in the case of a barman, and a barboy give not less than forty-eight hours' notice; and
- (b) in the case of all other employees, not less than forty-eight hours' notice during the first month of employment and thereafter not less than one weeks' notice;

of his intention to terminate the contract of employment or 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—

- (a) in the case of a barman, and a barboy an amount of not less than two days' pay;
- (b) in the case of all other employees, during the first month of employment, not less than two days' pay;
- (c) in the case of employees not provided for in paragraphs (a) and (b) not less than the weekly wage which the employee was receiving immediately before the date of such termination;

provided that this shall not affect—

- (i) the right of an employer or employee, to terminate the contract of employment without notice for any cause recognised by law as sufficient;
 - (ii) any written agreement between an employer and employee for a specific period of employment, or which provides for a period of notice of equal duration on both sides and for longer than forty-eight hours or one week, as the case may be.
- (2) When an agreement is entered into in terms of proviso (ii) to sub-clause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.
- (3) The notice referred to in sub-clause (1) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 8 or sick leave in terms of clause 9, or with any period of military training.

17. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of 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, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of sub-clause (1) of this clause a licence of exemption signed by himself, or in his absence the person authorised to act for him setting out—

- (a) the full name of person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned;
 - (d) forward a copy of each licence of exemption to the Divisional Inspector, Department of Labour, Cape Town.

18. INTERPRETATION OF AGREEMENT.

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

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

19. 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.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet—

- (a) in die geval van 'n kroegman en 'n kroegjong, minstens agt-en-veertig uur kennis gee; en
- (b) in die geval van alle ander werknemers, minstens agt-en-veertig uur gedurende die eerste diensmaand en daarna minstens een week kennis gee;

van sy voorneme om die dienskontrak te beëindig, of 'n werknemer of sy werknemer kan die dienskontrak sonder kennisgewing beëindig deur die volgende aan die werknemer te betaal in plaas van sodanige kennisgewing of die volgende aan die werkgewer te betaal of te verbeur in plaas daarvan, na gelang van die geval:—

- (a) in die geval van 'n kroegman en 'n kroegjong 'n bedrag van minstens twee dae se betaling;
- (b) in die geval van alle ander werknemers gedurende die eerste diensmaand, minstens twee dae se betaling;
- (c) in die geval van werknemers vir wie daar nie in paragrawe (a) en (b) voorsiening gemaak word nie, minstens die weekloon wat die werknemer onmiddellik voor die datum van die diensbeëindiging ontvang het;

Met dien verstande dat dit geen inbreuk op die volgende maak nie:—

- (i) 'n Werkgewer of werknemer se reg om weens enige regsgeldige rede die dienskontrak sonder opsegging te beëindig;
 - (ii) enige skriftelike ooreenkoms tussen 'n werkgewer en werknemer vir 'n bepaalde diensydperk of wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir al twee partye en, na gelang van die geval, vir langer as agt-en-veertig uur of een week.
- (2) As 'n ooreenkoms kragtens voorbehoudsbepaling (ii) van subklousule (1) aangegaan word, moet die betaling of verbeuring in plaas van die diensopsegging in verhouding wees tot die termyn van diensopsegging soos ooreengekom.
- (3) Die diensopsegging in subklousule (1) genoem, tree in werking op die dag waarop dit gegee word: Met dien verstande dat die termyn van diensopsegging nie mag saamval nie met en diensopsegging nie gegee mag word nie gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 8 of siekteverlof kragtens klousule 9 of enige tydperk van militêre opleiding.

17. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop die vrystelling verleen word en die termyn wat die vrystelling van krag sal wees, vasstel. Met dien verstande dat die Raad na goedvinde enige vrystellingsertifikaat kan intrek met een week skriftelike kennisgewing aan die betrokke persoon, hetsy die termyn waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, 'n vrystellingsertifikaat uitreik, deur hom of in sy afwesigheid, deur sy gemagtigde plaasvervanger onderteken waarin die volgende vermeld word:—

- (a) Volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop sulke vrystellings verleen word;
 - (d) die termyn waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
 - (b) van elke sertifikaat wat uitgereik word, 'n afskrif bewaar; en
 - (c) as vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur;
 - (d) 'n afskrif van elke vrystellingsertifikaat aan die Afdelingsinspekteur, Departement van Arbeid, Kaapstad, stuur.

18. UITLEG VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en wat as 'n leidraad vir werkgewers en werknemers menings mag uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

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

19. 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.

20. EXPENSES OF THE COUNCIL.

The expenses of the Council shall be met in the following manner:—

Every employer shall deduct from the wages of each employee in his permanent employ, governed by this Agreement, except those in receipt of a wage of less than four rand fifty cents (R4.50) per week, an amount of four cents per week, and from those in receipt of a wage of less than four rand fifty cents (R4.50) per week, three cents per week. To this amount the employer shall add an equal amount and forward the total sum, together with a list in the form of Annexure A showing the number of employees employed, graded in accordance with definitions as laid down in clause 3 of this Agreement, to the Secretary of the Council, not later than the seventh day of each month at the office of the Industrial Council, Dawson House, 37 Strand Street, Cape Town, or P.O. Box 836, Cape Town.

21. EXHIBITION OF AGREEMENT.

A legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act shall be exhibited in a prominent place in every establishment.

22. AGENTS.

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

23. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

24. UNION AND ASSOCIATION MEMBERSHIP.

No employee who is not a member of the trade union shall be employed by an employer who is a member of the employers' organisation for a period in excess of thirty days, and no employee who is a member of the trade union shall work for an employer who is not a member of the employers' organisation; provided that the provisions of this clause shall not apply to a manager, the manager's wife or manageress or to an employee who is in receipt of a wage at the rate of R1,352 or more per annum, or to casual employees:—

- Provided that this clause shall not apply where an employer or employee has in the opinion of the Council been refused membership of this respective organisation without good cause, which refusal shall be notified to the Council within seven days of such refusal;
- further that the provisions of this clause shall not apply in respect of an immigrant during the first year after the date of this 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;
- and provided further that this clause shall not apply where an employee in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union.

25. PROOF OF MEMBERSHIP OF TRADE UNION.

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

26. 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 employees (a) in respect of European Employees, to the Secretary of the European Liquor & Catering Trades Employees' Union, P.O. Box 2884, or Room 508, Scott's Building, Plein Street, Cape Town and (b) in respect of Non-European employees to the Secretary of the Hotel, Bar & Catering Trades Employees' Association, 309 Exchange Buildings, 28 St. George's Street, Cape Town, not later than the 7th day of each month, such subscriptions to be deducted from the first payment of wages in each month. The subscription scales shall be notified to the employers concerned from time to time by the Secretaries of the Trade Unions.

20. UITGAWES VAN DIE RAAD.

Vir die uitgawes van die Raad word op die volgende wyse voorsiening gemaak:—

Elke werkgever moet van die loon van elke werknemer wat permanent in sy diens is en wat onder hierdie Ooreenkoms val, uitgesonderd diegene wat laer lone as vier rand vyftig sent (R4.50) per week ontvang, 'n bedrag van vier sent per week, en van diegene wat laer lone as vier rand vyftig sent (R4.50) per week ontvang, drie sent per week aftrek. By hierdie bedrag moet die werkgever 'n gelyke bedrag voeg en die totale som, asook 'n lys in die vorm van Aanhangsel A, wat die getal werknemers in diens aangee, gegradeer ooreenkomstig die woordeskriftings in klousule 3 van hierdie Ooreenkoms vasgestel, uiterlik op die sewende dag van elke maand, aan die Sekretaris van die Raad by die kantoor van die Nywerheidsraad, Dawsongebou, Strandstraat 37, Kaapstad, of Posbus 836, Kaapstad, stuur.

21. VERTONING VAN OOREENKOMS.

'n Leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm by die regulasies kragtens die Wet voorgeskryf, moet op 'n opvallende plek in elke bedryfsinrigting vertoon word.

22. AGENTE.

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

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

24. LIDMAATSKAP VAN VAKVERENIGING EN WERKGEWERS-ORGANISASIE.

Geen werknemer wat nie lid van die Vakvereniging is nie, mag deur 'n werkgever wat lid van die werkgewersorganisasie is, vir 'n langer tydperk as dertig dae in diens geneem word nie en geen werknemer wat lid van die Vakvereniging is, mag vir 'n werkgever wat nie lid van die werkgewersorganisasie is, werk nie. Met dien verstande dat die bepalings van hierdie klousule nie op 'n bestuurder, die bestuurder se vrou, of bestuurderes, of op 'n werknemer wat besoldiging van R1,352 of meer per jaar ontvang, of op los werknemers van toepassing is nie:—

- Met dien verstande dat hierdie klousule nie van toepassing is nie in die geval waar, na die mening van die Raad, aan 'n werkgever of 'n werknemer lidmaatskap van sy onderskeie organisasie sonder goeie rede geweier is, wat binne sewe dae na die weiering aan die Raad gerapporteer moet word;
- voorts dat die bepalings van hierdie klousule nie van toepassing is ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika nie: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vanaf die aanvang van sy diens in die Bedryf, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand gewys het, die bepalings van hierdie klousule onmiddellik van krag word;
- en voorts met dien verstande dat hierdie klousule nie van toepassing is nie as 'n werknemer, na die mening van die Minister goeie rede het om daarteen beswaar te maak om 'n lid van die vakvereniging te word of te bly.

25. BEWYS VAN LIDMAATSKAP VAN VAKVERENIGING.

Bewys van lidmaatskap van die vakvereniging bestaan in die vertoning van 'n lidmaatskapkaart wat deur die vakvereniging uitgereik is en wat aantoon dat die persoon daarin genoem nie meer as drie maande met sy ledegeld agterstallig is nie.

26. VAKVERENIGING LEDEGELD.

Elke werkgever moet van die loon van elke lid van die Vakvereniging in sy diens, die ledegeld wat so 'n werknemer aan die Vakvereniging moet betaal, aftrek en die totale bedrag, asook 'n lys van werknemers uiterlik op die sewende dag van elke maand (a) ten opsigte van Blanke werknemers, aan die Sekretaris van die European Liquor & Catering Trades Employees' Union, Posbus 2884, of Kamer No. 508, Scottgebou, Pleinstraat, Kaapstad, en (b) ten opsigte van nie-Blanke werknemers, aan die Sekretaris van die Hotel, Bar & Catering Trades Employees' Association, Exchangegebou 309, St. Georgestraat 28, Kaapstad, stuur en dié ledegeld moet van die eerste betaling van lone in elke maand afgetrek word. Die Sekretaris van die Vakverenigings moet die betrokke werkgewers van tyd tot tyd van die ledegeldskaal in kennis stel.

27. 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 any law.

Signed at Cape Town, on behalf of the parties hereto on this the 27th February 1962.

E. PURCELL,
Chairman of the Council.

N. G. FORSYTH,
Vice-Chairman of the Council.

R. L. ROBINSON,
Secretary of the Council.

ANNEXURE A.

I.C. 1.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, CAPE.

Dawson House,
37 Strand Street,
(P.O. Box 836),
Cape Town.

PHONE: 2-2938.

Return of employees required to be submitted in terms of Clause 20 of the Industrial Council Agreement—Council Fees for month of

196

Establishment

	Number of Employees employed during the week ending:					Total for Month.
SECTION "A".						
Managers, Manageresses.....						
Assistant Managers and Manageresses.						
Clerical Employees and Receptionists..						
Handymen.....						
Barmen.....						
Chefs and Cooks.....						
Waiters and Waitresses						
Porters.....						
Housekeepers.....						
Grade I Employees...						
Barboys.....						
Cook's Assistants...						
Page and Lift Attendants.....						
Night Watchmen....						
Grade II Employees (if paid R4.50 or more per week)...						
Part Time Employees						
Motor Vehicle Drivers						
TOTAL OF "A"...						*
SECTION "B".						
Employees in receipt of Wages of less than R4.50 per Week.....						
TOTAL OF "B"...						†

* Total Number of Employees reflected in last Column of section "A" multiplied by 8 cents =

† Total Number of Employees reflected in last Column of section "B" multiplied by 6 cents =

TOTAL PAYMENT R

Signature of Employer or Manager.

For use in Industrial Council Office.

Date Receipt No. Amount

27. ALGEMEEN.

Niks in hierdie Ooreenkoms word beskou dat dit magtiging verleen vir die indiensneming van enige persoon wat ingevolge enige wet verbode is, of diensverrigting deur enige persoon op enige tyd of tye wat by enige wet verbode is nie.

Namens die partye hierby op hede die 27ste dag van Februarie 1962 in Kaapstad onderteken.

E. PURCELL,
Voorsitter van die Raad.

N. G. FORSYTH,
Ondervoorsitter van die Raad.

R. L. ROBINSON,
Sekretaris van die Raad.

AANHANGSEL A.

N.R. 1.

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

Dawsongebou,
Strandstraat 37
(Posbus 836),
Kaapstad.
Foon 2-2938.

Opgaa van werknemers wat ingevolge klousule 20 van die Nywerheidsraadooreenkoms ingedien moet word—Raadsgelde vir die maand 196

Inrigting

	Getal werknemers in diens gedurende die week wat eindig op:					Totaal vir maand.
AFDELING A.						
Bestuurders, bestuurderesse.....						
Assistent-bestuurders en -bestuurderesse..						
Klerk en ontvangsklerke.....						
Faktotums.....						
Kroegmanne.....						
Sjefs en koks.....						
Kelners en kelnerinne						
Portiers.....						
Huishoudsters.....						
Graad I-werknemers						
Kroegjongens.....						
Koksassistentes.....						
Hoteljoggies en hysbakbediendes.....						
Nagwagte.....						
Graad II-werknemers (indien R4.50 of meer per week betaal).....						
Deeltydse werknemers						
Motorvoertuigbestuurders.....						
TOTAAL VAN „A”						*
AFDELING B.						
Werknemers wat lone van minder as R4.50 per week ontvang..						
TOTAAL VAN „B”						†

* Totale getal werknemers in laaste kolom van Afdeling „A” aangegee, vermenigvuldig met 8 sent. =

† Totale getal werknemers in laaste kolom van Afdeling „B” aangegee, vermenigvuldig met 6 sent. =

TOTALE BEDRAG BETAAL..... R

Handtekening van werkgever of bestuurder

Vir gebruik in Kantoor van Nywerheidsraad:

Datum Kwitansie No. Bedrag

ANNEXURE B.

I.C. 2.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING
TRADE, CAPE.

Dawson House,
37 Strand Street,
(P.O. Box 836),
Cape Town.

Return of Employees engaged and/or discharged during month of
196.

ENGAGEMENTS.

Name.	Address.	Race: European Asiatic Coloured, Native.	Trade Union Member- ship No.	Employed as.	Date.

DISCHARGES.

Name.	Employed as.	Trade Union Membership No.	Date discharged.	No. of Certificate of Service.

Name of Establishment

Date

Signature of Employer or
Employers' Representative.

AANHANGSEL B.

N.R. 2.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSG-
BEDRYF, KAAP.

Dawsongebou,
Strandstraat 37,
Kaapstad.

Opgaaf van werknemers in diens geneem en/of ontslaan gedurende
die maand 196.

IN DIENS GENEEM.

Naam.	Adres.	Ras: Blanke, Asiat, Kleurling, Naturel.	Vakvereni- ginglid- maatskap- kaart No.	In diens geneem as.	Datum.

ONTSLAAN.

Naam.	In diens as.	Vakvere- niging- lidmaat- skapkaart- No.	Datum waarop ontslaan.	Nommer van diens- sertifi- kaat.

Naam van bedryfsinrigting

Datum

Handtekening van werkgewer of
werkgewer se verteenwoordiger.

Statutes of the Union of South Africa, 1960

PUBLISHED BY AUTHORITY

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